

In issuing the Interim Emergency Order, Judge Barnes properly concluded that the Township raised substantial legal questions regarding whether SPLP breached its agreement to site a valve station for its Mariner East 2 (“ME2”) pipeline on a specified piece of property in the Township, and that interim relief is appropriate and necessary to maintain the status quo until the Commission reaches a final decision on that legal question. For the reasons set forth in Judge Barnes’ Order and discussed below, the Township respectfully requests that the Commission follow Judge Barnes’ opinion and affirm the Interim Emergency Order.

I. MATERIAL QUESTION INVOLVED

Where SPLP made certain promises and representations to construct a valve station on a certain property and then in contravention of those promises started construction on a separate tract, whether the Township is entitled to the Interim Emergency Order on July 24, 2017, as determined by Administrative Law Judge Elizabeth Barnes, because the record overwhelmingly established that (1) the Township’s right to relief is clear (i.e. substantial legal issues are raised in this matter), (2) the need for relief is immediate, (3) the injury would be irreparable if relief is not granted, and (4) the relief requested is not injurious to the public interest, as set forth in 52 Pa. Code § 3.6 (b).

Suggested answer: Yes, the Township is entitled to an Interim Emergency Order.

II. STATEMENT OF THE CASE

A. The Petition for Interim Emergency Order

On July 10, 2017, the Township filed a Petition seeking, *inter alia*, an Interim Emergency Order pursuant to 52 Pa. Code § 3.6, enjoining SPLP from beginning or continuing construction of a valve and any other facilities appurtenant to SPLP’s ME2 pipeline on a property in the

Township known in this proceeding as the Janiec 2 Tract¹, or at any location not specifically agreed to in SPLP's agreement with the Township, until after the Pennsylvania Public Utility Commission ("Commission" or "PUC") issues a final order on the Township's First Amended Formal Complaint ("Amended Complaint") in this matter.

The Township's Amended Complaint seeks enforcement of the Agreement executed by the parties ending certain prior PUC litigation between them. The Agreement was certified by the Secretary of the Commission and effective on June 15, 2015. *See* Appendix D, Township Exhibit 4. The Agreement provisions relevant to the Township's Petition provide:

- The Township and its pipeline safety consultant, Richard Kuprewicz ("Kuprewicz"), were expressly relying on the accuracy of information provided by SPLP in reaching the Agreement (Section II.A.);
- The Agreement applied to the entire Mariner East Project, including the existing ME1 pipeline and all other pipelines and related facilities (Section II.A.1);
- Any above ground facilities related to the Mariner East Project would be located on an existing site where other above ground facilities were located, with the exception of one valve station, which was to be constructed on land adjacent to the existing SPLP facilities (the "SPLP Use Area") (Section II.A.2.);
- If SPLP was unable to construct the valve station at the designated location due to engineering constraints, it must notify the Township (Section II.A.2);
- SPLP had no plans to put any other above ground facilities anywhere else in the Township as of the date of the Agreement² (Section II.A.3.);
- Kuprewicz's safety review, based on the above facts, was incorporated into the Agreement (Section III.A.1); and,
- The Township's covenants were effective as long as SPLP constructed and operated the facilities in the Township in accordance with Sections II and III of the Agreement (Section IV.A.2.d).

¹ SPLP represented and promised in the Agreement that a remotely operated valve associated with the ME2 pipeline would be constructed on land owned by SPLP and located adjacent to SPLP's existing ME1 pump station, vapor combustion unit and appurtenant facilities. That tract is known in the Agreement as the "SPLP Use Area" and in this proceeding as the Janiec 1 Tract, and is located west of Route 202 on Boot Road. The property at issue in this proceeding *was not* owned by SPLP in 2015, is located on the *east* side of Route 202 and is known as the Janiec 2 Tract in this proceeding.

² SPLP signed the Settlement Agreement on April 14, 2015.

See Appendix D, Township Exhibit 4 at the referenced sections.

On July 18, 2017, Administrative Law Judge Elizabeth Barnes held a hearing on the Township's Petition. At the hearing, Casey LaLonde (Township Manager), Richard Kuprewicz (Township's pipeline safety consultant), Kristin Camp, Esquire (Township Solicitor) and David Brooman, Esquire (Township Special Counsel), testified on behalf of the Township and Matthew Gordon (SPLP Project Director) testified on behalf of Sunoco.

B. Facts indicating that the Township's right to relief is clear.

1. The settlement negotiations resulted in the SPLP Use Area.

In 2014, the Township and SPLP were on opposite sides of certain disputes regarding a SPLP zoning application and a PUC petition related to SPLP's Mariner East project. Appendix C, Notes of Testimony from 7/18/17 hearing, at P. 47-53, 57-58, 117-119.³ After consultation with counsel and Kuprewicz, the Township decided to explore a settlement with SPLP in order to address its largest concerns with the Mariner East project: assuring safety and limiting any new SPLP facilities to the Janiec 1 Tract either on or contiguous to SPLP's existing pump station. NT 137-138. The Township residents were focused on keeping the facilities contained to one area. NT 139.

Throughout the settlement negotiations, the Township conveyed its concerns regarding the safety of the ME1 pipeline and its desire to maintain all of SPLP's facilities in the Township on a single site. NT 55, 59; Appendix D, Township Exhibit 3. SPLP represented to the Township that all above-ground facilities for ME2, except for one valve station, would be located within the footprint of SPLP's existing pump station (NT 59), except for a lay-down area adjacent to the existing pump station on the Janiec 1 Tract known as the "SPLP Additional

³ The cited portions of the Notes of Testimony from the July 18, 2017 hearing are contained in Appendix C. For brevity, the citation to "Appendix C" is omitted from this point forward, with the cited testimony indicated by NT followed by the transcript page number.

Acreage” (NT 59-60), with the valve station on a small piece of the SPLP Additional Acreage known as the “SPLP Use Area” (NT 164-166).

During the settlement negotiations, SPLP’s counsel explained several times that SPLP had to characterize its covenants in the Agreement as statements of “fact” for fear that other townships would demand similar concessions. NT 162-163. This concept was reiterated in a February 4, 2015 email. NT 161-163; Appendix D, Township Exhibit 15.

SPLP made a PowerPoint presentation for the Township Board of Supervisors explaining the location of the valve at the SPLP Use Area. NT 55, 59; Appendix D, Township Exhibit 3. SPLP’s project engineer, Matthew Gordon (“Gordon”), was the person at SPLP that actually selected the SPLP Use Area for use in the Agreement. NT 222. SPLP subsequently reduced the SPLP Use Area to a legal description. NT 167. SPLP represented that the location of the valve station might change, but within the confines of the SPLP Use Area as set forth in the term sheet identified as Township Exhibit 17. NT 172-173; Appendix D, Township Exhibit 17.

Throughout the settlement negotiations, there was never discussion about the Janiec 2 Tract, as the number one tenet of the Township was that there would be no more above ground facilities, but if there needed to be a new valve, it would be located on or contiguous to SPLP’s existing pump station. NT 58, 173. Indeed the Agreement specifically provided SPLP had no other plans to locate above ground facilities elsewhere in the Township. Appendix D, Township Exhibit 4, at Section II.A.3.

After months of negotiations, the Township and SPLP finalized the Settlement Agreement, which SPLP signed in April 2015 and the Township Board of Supervisors approved in May 2015. NT 54- 55, 222; Appendix D, Township Exhibit 4.

2. *The location of the valve was central to the Agreement.*

The Township understood the Agreement as SPLP's promise to locate the pump station, vapor combustion unit and all accessory and appurtenant facilities for the ME1 and ME2 projects on SPLP's existing pump station site, except for a remote operated valve station to be constructed and maintained on the SPLP Use Area, as depicted on Township Exhibit 2. NT 60-62, 139-141; Appendix D, Township Exhibit 2. The Township further understood Section II of the Agreement to be SPLP's promise that if SPLP was unable to construct the remote operated valve station in the SPLP Use Area due to engineering constraints, SPLP would notify the Township, and the two parties would discuss the issue and determine a resolution. NT 62. The Township further understood Section II of the Agreement to mean that they were providing no permission for any other above ground facilities anywhere else in the Township, including the Janiec 2 Tract. NT 62-63. SPLP's promises in Section II of the Agreement were central to the Township's acceptance of the Agreement. NT 63. The Township would not have entered into the Agreement but for the promises of SPLP set forth in Section II of the Agreement. NT 63.

3. *SPLP secretly was planning to locate the valve on the Janiec 2 Tract.*

Gordon provided oversight of the technical, design and construction aspects of the Mariner East project and was provided drafts and the final version of the Agreement and its associated exhibits. NT 221-222. Gordon was responsible for implementing parts of the Agreement. NT 221. Gordon testified that SPLP attempted to site the valve station on the SPLP Use Area per the Agreement (NT 183-184) and even that SPLP was "running parallel paths" (NT 205), but this assertion is belied by his subsequent testimony and the documentary evidence. Gordon explained by March of 2015 he had done Google Earth views of the site and based on that alone decided not to do any further drawings, mapping, computer models or development of a draft plan for the SPLP Use Area. NT 224-226, 230-231.

Even though Gordon decided to locate the valve on the Janiec 2 Tract by March 2015, SPLP continued to promise the Township that SPLP would put the valve station on the SPLP Use Area in the negotiations and in the Agreement, and did not provide any notice of any alternate plans. NT 225-229. SPLP declined the Township's request for copies of engineering plans or drawings pertaining to ME2, citing proprietary and security reasons. NT 56; Appendix D, Township Exhibit 3. Finally, there are no meeting minutes, emails or other documents to demonstrate any attempt to use the SPLP Use Area as promised. NT 231– 232.

4. *SPLP never notified the Township that it was unable to locate the valve on the SPLP Use Area.*

The Township first learned that SPLP had any plans for the Janiec 2 Tract at a Board of Supervisors meeting in January 2016, when considering final approval of a long-pending land development project for an independent living facility on the Janiec 2 Tract (“Traditions Project”). NT 66, 108, 141-143. Upon finding out, the Township asked SPLP to meet.

On January 20, 2016, Township officials, including the Township Manager (Casey Lalonde or “LaLonde”) and the Township Solicitor (Kristin Camp or “Camp”), met with SPLP officials, including Gordon, to discuss SPLP's plans for the Janiec 2 Tract and how it would impact the Traditions Project. NT 67, 143-144. At the meeting, SPLP provided the Township with a map (Appendix D, Township Exhibit 5) of the general layout of the ME2 pipeline and advised that it was going to use the Janiec 2 Tract for a lay-down yard and to perform horizontal directional drilling (“HDD”) to reach East Goshen Township to the east and West Whiteland Township to the west. NT 67-69, 144-145. The map provided at that meeting does not depict a valve station on the Janiec 2 Tract. NT 67-68, 147. In fact, SPLP never mentioned anything at the January 2016 meeting, or before, that a valve station was planned for the Janiec 2 Tract. NT 67-68; 145-146. Camp took contemporaneous notes (Appendix D, Township Exhibit 18) at the

meeting to make sure she understood everything that would be happening at the Janiec 2 Tract, which also did not include any reference to a valve station on the Janiec 2 Tract. NT 145-150.

While Kuprewicz' assignment expanded to the ME2 project in March of 2016, for which SPLP provided confidential documents that he could not share with the Township, Kuprewicz was not aware of the relevant provisions of the Agreement (which were not within the purview of his role), did not discuss the location of the valve station with the Township, did not discuss SPLP's contractual obligations, and did not receive any explanation from SPLP that it could not put the valve station on the SPLP Use Area. NT 119, 121-127, 151-152.

In January 2017, the Township received from SPLP's engineering firm a box of plans and specifications for an erosion and sediment ("E&S") control plan, which detailed a valve on the Janiec 2 Tract. NT 69-70; Appendix D, Township Exhibit 6. This was the first time the Township learned of SPLP's true plan to put the valve station on the Janiec 2 Tract. NT 69-71, 173. Despite the Township's request, SPLP did not provide any explanation for siting the valve station on the Janiec 2 Tract. NT 71.

In February 2017, SPLP's engineer submitted to the Township revised E&S control plans, which included plans dated March 26, 2015, prior to the Settlement Agreement, showing a valve station on the Janiec 2 Tract. NT 72-73; Appendix D, Township Exhibit 13. SPLP has never advised the Township that engineering constraints make it unable to put the valve station on the SPLP Use Area. NT 65, 210-211. Gordon's testimony makes clear that SPLP's intent was to use the Janiec 2 Tract for a valve station despite its promise to the contrary in the Settlement Agreement.

5. ***SPLP has not established that it is unable to locate the valve on the SPLP Use Area.***

Gordon has never been told by SPLP's design engineer that drilling cannot be done in the SPLP Use Area and he has no report in that regard. NT 244-245. SPLP has not provided to the Township any computer data, written analysis, or other engineering report to demonstrate that it is unable to construct the valve station on the SPLP Use Area, only that it is preferable to use the Janiec 2 Tract. SPLP has not produced any plans, drawings or diagrams to depict the construction "challenges" in putting the valve station on the SPLP Use Area as it alleges. NT 223-224. SPLP at best established that given a choice of routes for the valve station, the Janiec 2 Tract is better for SPLP; however, this ignores the bargained for promise to put the valve station on the SPLP Use Area unless unable to do so. Gordon did not testify that the valve station is unable to be constructed on the SPLP Use Area, only that: (1) from an engineering standpoint it would not be "prudent" to site the valve on the SPLP Use Area, because it's extremely difficult and "potentially unsafe" (NT 194); (2) he noted challenges in constructability (NT 223); and, (3) he does not know whether "it's practical" (NT 249).

C. **Facts establishing that the need for relief is immediate.**

On or about July 3, 2017, the Township received notice from SPLP stating that it was starting construction on the Janiec 2 Tract within several weeks. NT 74. The Township also received notice from the Pennsylvania Department of Transportation that SPLP was beginning work in the area of the Janiec 2 Tract. NT 76. However, on July 6, 2017, the same date as the pre-conference hearing on the Township's Amended Complaint, SPLP commenced work on the Janiec 2 Tract. NT 74-76, 213-214; Appendix D, Township Exhibit 9. The Township requested that SPLP cease operations on the Janiec 2 Tract until this case is decided by the PUC, but it refused. NT 76.

D. Facts establishing that injury would be irreparable if relief is not granted.

A valve station for a pipeline such as the ME2 pipeline is placed at a location where the horizontal direction drilling comes close to the surface. NT 126, 127. SPLP's recent placement of HDD equipment on the Janiec 2 Tract indicates that SPLP intends to place a valve on the Janiec 2 Tract. NT 126-127.

Construction has as a significant impact on the Township. Approximately 25,000 to 36,000 vehicles use Boot Road in the Township each day and approximately 70,000 vehicles use Route 202 through the Township each day. NT 63. The Agreement confined SPLP's construction activities for SPLP's above ground facilities to SPLP's existing pump station site and the SPLP Use Area to minimize the impact to the Township residents, including traffic, vibration, dust, noise and safety. NT 63-65. Frack-outs during drilling, allowing bentonite and water to migrate into underground water supplies, adds an additional level of concern. NT 128-129.

If SPLP installs a valve station on the Janiec 2 Tract, it could not later simply move the valve station to the SPLP Use Area. Re-drilling and re-running of pipes would be required, re-exposing Township residents and the general public to all of the same nuisances and risks. NT 81; 127-128.

The Township previously approved a \$35 million land development project for the Janiec 2 Tract known as the Traditions Project, which would provide a service to the elderly of the community, significant real estate taxes and hundreds of thousands of dollars in road and stormwater improvements, which is not going forward as a result of SPLP's condemnation and use of the site. NT 82-84; Appendix D, Township Exhibit 11.

E. Facts establishing that the relief requested is not injurious to the public.

There is no evidence that stopping construction on the Janiec 2 Tract would be injurious to the public. If there is any injury from delay, it is caused by SPLP not revealing its secret plans to use the Janiec 2 Tract in violation of the Agreement. Gordon testified that there has not been a shortage on propane since ME1 was completed and there is no evidence of a potential fuel shortage if this project is delayed. NT 219. Further, there are other parts of Chester County in which SPLP intends to run the pipeline where drilling has already stopped because of problems it is causing to water. NT 246-247.⁴

The Township is not trying to stop SPLP from running a pipeline through the Township, but rather seeking to have SPLP abide by the Agreement. NT 81-82. The Township is seeking to keep the valve station inside the legal description as prepared by SPLP. NT 167. The Township and SPLP, as a public municipal corporation and a public utility, entered into the Agreement because it is good for the public.

III. ARGUMENT

A. The Standard for an Interim Emergency Order

The Township is seeking an interim emergency order pursuant to 52 Pa. Code §3.6.

Section 3.6(b) sets forth the standard for an interim emergency order, stating, in pertinent part:

A petition for an interim emergency order must be supported by a verified statement of facts which establishes the existence of the need for interim emergency relief, including facts to support the following: (1) the petitioner's right to relief is clear; (2) the need for relief is immediate; (3) the injury would be irreparable if relief is not granted; and, (4) the relief requested is not injurious to the public interest.

⁴ The Pennsylvania Department of Environmental Protection ("PA DEP") and SPLP signed a Consent Order and Agreement ("COA") on July 24, 2017, which prohibits SPLP from further HDD activities in West Whiteland and Uwchland Townships, Chester County, until authorized by the PA DEP, and on July 25, 2017, the Environmental Hearing Board suspended all PA DEP permits and stopped SPLP's HDD activities at all 55 sites throughout the Commonwealth, pending a further Order of the EHB. Copies of the COA and the EHB's Order are attached hereto at Appendix E and F, respectively, and are both incorporated by reference as if set forth in full.

The petitioner must establish these four factors by a preponderance of evidence.

Application of Fink Gas Co. for Approval of the Abandonment of Serv. by Fink Gas Co. to 22 Customers Located in Armstrong Cty., Pennsylvania, & the Abandonment by Fink Gas Co. of All Nat. Gas Servs. & Nat. Gas Distribution Servs., 2015 WL 5011629, at *3-4 (Pa. P.U.C. Aug. 20, 2015) (citing *Samuel J. Lansberry, Inc. v. Pennsylvania Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa. Commw. Ct. 1990)). The preponderance of the evidence standard has been interpreted by the Pennsylvania Supreme Court as: "...the petitioner's evidence must be more convincing, by even the smallest amount, than that presented by the other party." *Application of Fink Gas Co.*, *supra* at *4 (citing *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950)).

The purpose of an interim emergency order is to grant or deny injunctive relief during the pendency of a proceeding. 52 Pa.Code §3.1; *Application of Fink Gas Co.*, *supra* at *3. The interim emergency relief preserves the status quo pending the disposition of the underlying proceeding. *Petition of Norfolk Southern Railway Company for rescission or amendment of the Pennsylvania Public Utility Commission's Order entered on June 12, 1975*, 2011 WL 6122882 at *9 (Pa.P.U.C. December 1, 2011). As stated by Judge Barnes, the status quo that is to be preserved by preliminary injunction is the last actual, peaceable, lawful, and non-contested status which preceded the pending controversy. *Pa. PUC v. Israel*, 356 Pa. 400, 406, 52 A.2d 317, 321 (1947).⁵

⁵ SPLP maintains that Township must provide an additional factor of an "emergency" as defined by 52 Pa.Code 3.1. but SPLP confuses the standard for the requested "interim emergency order" under §3.6 with the §3.2 "emergency order" standard. Unlike § 3.2(b), § 3.6(b) does not require the petitioner to establish "the existence of an emergency," which is defined at § 3.1 as "a clear and present danger to life or property." An emergency order is properly sought where there is no ongoing proceeding related to the controversy for which emergency relief is sought, whereas an interim emergency order is sought during the pendency of a proceeding before the Commission. An emergency order is issued *ex parte*, without the benefit of a hearing before an Administrative Law Judge in which the public utility is provided the right to introduce evidence and cross-examine the complainant's witnesses, whereas interim emergency relief is granted only after the public utility has been given the opportunity to present evidence and cross-examine a complainant's witnesses. An *ex parte* emergency order is not immediately certified for review by the full Commission, whereas an interim emergency order by the Administrative Law Judge must be

B. The Township raised substantial legal questions regarding SPLP's breach of the Agreement, making the Township's right to interim relief clear.

In order to establish that its right to relief is clear, the Township need not establish an absolute right to relief on the underlying claim, but rather that the underlying claim raises substantial legal questions. *T. W. Phillips Gas and Oil v. Peoples Natural Gas*, 492 A.2d 776 (Pa. Comm. Ct. 1985); *Application of Fink Gas Co.*, 2015 WL 5011629, at *3-4. As noted by Judge Barnes, the Township's underlying claim in this case raises substantial legal questions. Such questions include: (1) whether the Agreement requires SPLP to construct the valve in the SPLP Use Area; (2) whether SPLP gave the Township proper notice of an inability to locate the valve station in the SPLP Use Area; (3) whether at the time of execution of the Agreement, SPLP had different plans and withheld material information from the Township; and, (4) whether there are engineering constraints that prevent SPLP from constructing the valve station on the SPLP Use Area.

The Township presented substantial evidence that SPLP breached material promises and representations of the Agreement with respect to locating the valve station on the SPLP Use Area, and that the Township justifiably relied on SPLP's promises and representations. Further, SPLP never established at the hearing that it was unable to locate the valve station on the SPLP

certified to the Commission for interlocutory review pursuant to 52 Pa. Code §3.6. The *ex parte* nature of an emergency order requires a heightened standard of emergency, distinguishing it from an interim emergency order that tracks the Pennsylvania standard for a preliminary injunction and simply preserves the status quo until a final ruling by the Commission.

The prior rulings of the PUC further indicate this distinction between an emergency order and an interim emergency order. See *Application of Fink Gas Co.*, *supra* and *Petition of Norfolk Southern Railway Company*, *supra* (neither of which holds that a complainant must independently prove the "fifth factor," the existence of an "emergency," in order to obtain an interim emergency order). Both *Application of Fink Gas Co.*, *supra* and *Norfolk Southern*, *supra* hold that "[t]he party seeking relief bears the burden of proving that the facts and circumstances meet all four of the requirements in the Commission's regulations." *Norfolk Southern*, *supra* at *6, citing 66 Pa.C.S. §332 and 52 Pa.Code §3.6(b).

Use Area due to engineering constraints or that it notified the Township as required by the Agreement.

C. The Township established that the need for relief is immediate.

As determined by Judge Barnes, LaLonde's credible testimony established that on or about July 3, 2017, the Township received notice from SPLP stating that it was starting construction on the Janiec 2 Tract within several weeks, then only three days later on July 6, 2017, the same date as the pre-conference hearing on the Township's Amended Complaint, SPLP refused to agree to a stay of construction and began clearing work on the Janiec 2 Tract. The clearing work, the preparation of a construction entrance, and the testimony of SPLP's own representative, Gordon, indicate that SPLP intends to immediately begin construction of the valve station on the Janiec 2 Tract.

D. The Township established that it will suffer irreparable injury if interim relief is not granted.

The Township has set forth substantial evidence that shows pipeline construction has a significant impact on the community, including, traffic, air, dust, noise, vibrations, potential water contamination and other impacts. HDD is not without significant cost. Re-drilling to correct the contractual breach would expose the Township and the public to needless risk, nuisance and costs. These risks are highlighted by the impacted water supplies in an adjacent township, which have forced SPLP to stop drilling indefinitely, and SPLP's failure to provide proper construction notice or use proper E&S controls in its haste to beat an injunction.

Further, where there is great uncertainty regarding whether the Township could recover its monetary losses, it satisfies the irreparable injury requirement of 52 Pa. Code § 3.7(a)(3). *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 615 A.2d 951 (Pa. Commw. Ct. 1992). As

noted by Judge Barnes, the Township is losing the benefits of a major development on the Janiec 2 Tract as a result of SPLP's use of that property in contradiction of the Agreement.

E. The Township established that the interim emergency relief will not be injurious to the public.

Judge Barnes properly determined that the interim emergency relief would not be injurious to the public, noting that HDD is currently shut down in other parts of Chester County due to water contamination from frackouts, that SPLP at one time agreed to the constrictions on its imprint in the Township, and that the status quo, with no above-ground facilities on the Janiec 2 Tract, would be maintained throughout the litigation of the complaint. Further, the Township is not seeking to permanently stop all construction of the Mariner East pipeline in the Township, but rather to stop construction not in compliance with SPLP's voluntarily Agreement. In entering the Agreement, the Township, a public political subdivision, and SPLP, a public utility, agreed that the Agreement was in the best interest of the public.

IV. CONCLUSION

SPLP promised to place the ME2 valve station on the SPLP Use Area at a specific location. It also represented that it had no other plans to put the valve station anywhere else in the Township. It did not try to put the valve station where promised, and hid its intentions to locate the valve elsewhere in the Township for over two years, until the Township uncovered the plan in an E&S application. Clearing has occurred and construction is imminent. Re-drilling and moving the valve will have to occur if emergency relief is not granted, to the great risk and detriment of Township residents and the public. The Township has met the requirements set forth at 52 Pa. Code §3.6(b) and is entitled to interim emergency relief.

Date: 7/31/2017

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By: 

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Docket No. C-2017-2589346

v.

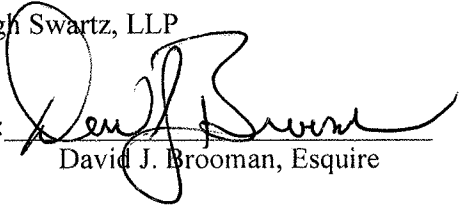
SUNOCO PIPELINE, L.P.,
Respondent

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2017 a true and correct copy of Petitioner West Goshen Township's Brief in Support of the Interim Emergency Order entered on July 24, 2017, was electronically filed and served upon the parties listed below by email and US Mail, postage prepaid, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

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