

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

West Goshen Township	:	
	:	
v.	:	C-2017-2589346
	:	
Sunoco Pipeline, L.P.	:	

**ORDER DENYING MOTION FOR JUDGMENT ON THE PLEADINGS  
AND MOTION TO STAY DISCOVERY**

**Procedural History**

Respondent Sunoco Pipeline, L.P. (Sunoco) filed a Motion for Judgment on the Pleadings on May 22, 2017. The Motion seeks that the underlying Complaint be dismissed and judgment be entered in favor of the Respondent. Complainant West Goshen Township (West Goshen or Township) filed a Response in Opposition to the Motion for Judgment on the Pleadings on June 12, 2017. On July 5, 2017, Sunoco filed a Motion to Stay Discovery Pending Disposition of the Motion for Summary Judgment on the Pleadings. On July 6, 2017, a prehearing conference was held and oral argument on the motions occurred. The motions are ripe for a decision.

**Issues**

The issue is whether the pleadings, together with affidavits, show that there is no genuine issue as to whether Respondent breached a 2015 Settlement Agreement in its business dealings with Complainant, thus entitling Respondent to judgment as a matter of law.

**Discussion**

In interpreting an administrative regulation, as in interpreting a statute, the plain language of the regulation is paramount. *Schappel v. Motorists Mutual Insurance Company*, 934 A.2d 1184, 1187 (Pa. 2007). The principles of statutory construction apply to regulatory

provisions as well as statutory provisions. *Pennsylvania State Police, Bureau of Liquor Control Enforcement v. Benny Enterprises, Inc.* 669 A.2d 1018, 1021 (Pa.Cmwlth. 1996), appeal denied 681 A.2d 1344 (Pa. 1996).

The Commission's regulations at 52 Pa. Code §5.102(d)(1) set forth the standard of review for summary judgment motions:

(1) *Standard for grant or denial on all counts.* The presiding officer will grant or deny a motion for judgment on the pleadings or a motion for summary judgment, as appropriate. The judgment sought will be rendered if the applicable pleadings, depositions, answer to interrogatories and admissions, together with affidavits, if any, show that there is no genuine issue as to a material fact and that the moving party is entitled to a judgment as a matter of law.

52 Pa.Code § 5.102(d)(1).

When deciding on a motion for summary judgment, all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Thompson Coal Co. v. Pike Coal Co.*, 488 Pa. 198, 412 A.2d 466 (1979). However, once a motion for summary judgment is properly made and supported, it is generally accepted that the nonmoving party may not simply rest upon the mere allegations or denials of its pleading, but must set forth facts showing that there is a genuine issue for trial. *Fiffick v. GAF Corporation*, 603 A.2d 208 (Pa. Super. 1991) (Discussing the Pennsylvania Rules of Civil Procedure); *Anderson v. Liberty Lobby, Inc., Inc.*, 477 U.S. 242 (1986) (Discussing the Federal Rules of Civil Procedure).

When disposing of a Motion for Summary Judgment, the record must be examined in the light most favorable to the nonmoving party giving the nonmoving party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 313 Pa. Superior Ct. 54, 56, 459 A.2d 406, 408 (1983). All doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Thomson Coal Co. v. Pike Coal Co.*, 412 A.2d 466 (Pa. 1979).

### Sunoco Pipeline L.P.'s Position

Respondent claims no genuine issue of material fact exists and that when the undisputed facts alleged by West Goshen Township are accepted as true, no breach of a Settlement Agreement certified by the Commission at U-2015-2486071 on June 15, 2015 occurred. Respondent contends the undisputed facts establish that Sunoco complied with clear and unambiguous terms of a Settlement Agreement when it proposed locating Valve 344 outside the "SPLP Additional Acreage" and it provided West Goshen with notice of that proposal. Further, nothing in the Settlement Agreement prohibits SPLP from locating Valve 344 outside the "SPLP Additional Acreage", or requires West Goshen's consent, and the Commission cannot rewrite the Agreement to include such terms. Sunoco contends an injunction against Mariner East 2 development in West Goshen absent Sunoco's written consent violates public utility law.

Specifically, Respondent contends that the only binding and enforceable promises, covenants and agreements are contained in Sections IV and V of the Settlement Agreement. Therefore, no breach occurred regarding Section IV.A because there is no prohibition against locating Valve 344 outside the "SPLP Additional Acreage" land area and Sunoco has otherwise complied with Section IV.A. Sunoco contends Section II of the Agreement contained no binding promises. Sunoco contends that the Commission may not interpret the Settlement Agreement in a manner that violates public policy and the relief requested by West Goshen violates the Public Utility Code and is contrary to public interest.

At oral argument, Sunoco argued the Settlement Agreement says, "[t]hat it was Sunoco's plan to situate the valve in that area, but in the event there were engineering constraints, Sunoco Pipeline is permitted to construct the valve anywhere in West Goshen Township, so long as it is not in the SPLP additional acreage." N.T. 8.

### West Goshen Township's Position

Complainant replies that West Goshen entered into the Settlement Agreement in order to protect the health, safety, welfare, and property rights of its residents. The Township contends Sunoco knew at the time it entered the Settlement Agreement that Sunoco was already

planning to site Valve 344 on the Janiec Tract as opposed to the SPLP Use Area, contrary to which it had agreed and in breach of the Settlement Agreement. West Goshen alleges Sunoco withheld information concerning the actual proposed siting of Valve 344 to induce the Township and Concerned Citizens of West Goshen Township (CCWGT) to enter into the Settlement Agreement that limits the Township's legal rights and remedies while creating a loophole of engineering constraints that Sunoco now seeks to exploit. The Township claims it is entitled to enforcement of the term of settlement that Valve 344 be constructed and confined to the agreed upon SPLP Use Area unless Sunoco can show it is unable due to reasonable engineering constraints to construct Valve 344 on the SPLP Use Area.

West Goshen argues the Settlement Agreement should be interpreted to limit Sunoco's freedom of action in siting a valve station in the Township. The Township claims it never agreed that Sunoco could build Valve 344 and its appurtenant facilities anywhere other than inside the SPLP Additional Acreage area. West Goshen's Response at 6, N.T. 11-14. Further, West Goshen claims Sunoco never provided either official notice of an intent to relocate Valve 344 to the Janiec Tract or identification of any engineering constraints that might warrant the relocation. These omissions prior to taking actions towards the relocation constitute a breach of the Settlement Agreement. Not only did Sunoco not seek permission or consent from the township, but it did not even notify the township prior to spreading its imprint outside the SPLP area.

### Disposition

The Settlement Agreement provides under Paragraph V.A.4 as follows:

The Parties acknowledge and agree that any action to enforce any provision of this Agreement (other than the deed restriction on the use of the SPLP Additional Acreage) shall be brought before the Pennsylvania Public Utility Commission or any such successor agency or commission.

The Settlement Agreement at Paragraphs II.A.2 and A.3 state as follows:

2. The pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project will be

maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates (the "SPLP Existing Site"), except that a remote operated valve station will be constructed and maintained on SPLP's adjacent 4.42 acre property, Parcel No. 52-0-10-10.1, also known as the former Janiec Tract, (the "SPLP Additional Acreage"). The proposed location of such valve station on the SPLP Additional Acreage is depicted on the map attached hereto as Appendix 1 and incorporated by reference (the "SPLP Use Area"). Subject to any engineering constraints, SPLP intends to construct the valve station in the general area depicted on the map attached hereto as Appendix 1. If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT. Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area.

3. As of the date of execution of this Agreement, SPLP has no plan or intention to construct any additional above-ground permanent utility facilities in WGT except as otherwise expressly set forth in this Agreement.

The Amended Formal Complaint seeks to enforce a commitment made by Sunoco in a Settlement Agreement to site above-ground valve appurtenant facilities on the SPLP Use Area, unless prohibited due to engineering constraints. Complainant has not yet had an opportunity to conduct discovery. We are at the preliminary stage of this proceeding. At a minimum, there remains a genuine issue as to whether Sunoco breached the Settlement Agreement by failing to provide proper notice of an intent to relocate Valve 344 from the agreed upon SPLP Additional Acreage area to the Janiec Tract, located on the opposite side of Route 202 near the intersection of Boot Road, without reasonably sufficient engineering constraints provided to the Township in advance of movement towards construction.

There is an issue regarding whether as of the date of execution of the Agreement, SPLP had a plan or intention to construct any additional above-ground permanent utility facilities in the township beyond what had been expressly set forth in the Agreement. If so, this raises questions as to what those reasons are and an examination and comparison regarding the feasibility and any engineering constraints regarding both sites ought to be permitted. There is an issue regarding whether the Settlement Agreement requires Sunoco to locate Valve 344 and its appurtenant facilities within the SPLP Use Area unless engineering constraints make the this infeasible or unsafe. There is an issue as to whether location of the Valve 344 on the Janiec Tract instead of the SPLP Use Area is significantly safer or more feasible. There is an issue as to

whether there are no reasonable engineering constraints; rather, there is an intent to enlarge an imprint along Boot Road, to block the construction of a planned retirement development on Janiec 2 Tract, and to save land space on Janiec 1 Tract and Janiec 2 Tract for the current phases and potentially future phases of the Mariner East project.

It appears at this point in litigation that both parties believe that the plain language of the Settlement Agreement is clear in supporting their respective positions. However, while Sunoco advocates that all promises are contained in only two sections of the document, West Goshen Township contends that all five sections of the document must be read in their entirety in order to interpret the meaning.

A settlement agreement is a type of contract, and is generally governed by contract law. *Gorman v. Workers' Compensation Appeal Board*, 954 A.2d 748, 752 (Pa. Cmwlth. 2008)(citing *Kidd-Parker v. Workers' Compensation Appeal Board (Philadelphia School District)*), 907 A.2d 33 (Pa. Cmwlth. 2006). One of the fundamental tenants of contract interpretation is to effectuate the intention of the parties. *Crawford v. Workers' Compensation Appeal Board (Centerville Clinics)*, 958 A.2d 1075, 1083 (Pa. Cmwlth. 2008). Thus, a court may not interpret a settlement agreement unless it first determines that the agreement is ambiguous or capable of more than one interpretation. *Id.* (quoting *Krizovensky v. Krizovensky*, 624 A.2d 638, 642 (Pa. Super. 1993)). When contract terms are ambiguous and susceptible of more than one reasonable interpretation . . . the court is free to receive extrinsic evidence, i.e. parole evidence to resolve the ambiguity. *Id.* at 642. Absent ambiguity, the parties' intentions must be discerned from the four corners of the document, and extrinsic evidence may not be considered. *Baker v. Coombs*, 219 S.W.3d 204, 207 (Ky. App. 2007).

In the instant case, the parties have differing views on the interpretation of the same language regarding what is meant by "Mariner East Project" and what is meant by "notify" and "engineering constraints." The parties disagree as to intent citing the same paragraphs of the Settlement Agreement. Thus, I find the Settlement Agreement to be ambiguous as more than one reasonable interpretation is plausible. Ambiguity dictates that at least the entire document ought to be considered if not also extrinsic evidence in order to interpret the agreement.

Although Sunoco believes West Goshen was properly notified within the meaning of the settlement when it announced plans to relocate Valve 344, the township disagrees that this notice was proper in that in the event Sunoco ran into engineering constraints that it believed rendered it unable to construct a necessary valve on the SPLP Use Area, Sunoco should have notified the township and presented the engineering data supporting its position to the township. Sunoco's engineering data could then have been analyzed by Mr. Kuprewicz and other township experts and the township's response to a proposed relocation would have been guided by independent expertise. Township offers affidavits of Richard Kuprewicz to show he has not seen any documentation from SPLP demonstrating engineering constraints prevent siting Valve 344 on the SPLP Use Area. Thus, I agree there is an issue regarding whether there are "engineering constraints" within the meaning of the Settlement Agreement.

Thus far, there has been no discovery allowing the parties opportunity to seek clarification and potentially resolve this complaint. It appears on the surface of the complaint that if there are legitimate engineering constraints involving cost, time, safety, feasibility, and/or geological reasons to constructing the Valve 344 and its appurtenant facilities on the SPLP Additional Acreage and there are sound engineering reasons for relocating the Valve 344 to the Janiec Property that take into consideration the health, safety and property rights of the residents of West Goshen Township, the parties may be able to work out an agreement and settle this matter prior to a hearing.

### Conclusion

In conclusion, I am not persuaded at this point to find there are no genuine issues as to material facts regarding whether the Settlement Agreement was breached. There further remains in dispute multiple issues including but not limited to: (1) whether the Settlement Agreement requires Sunoco to construct any above-ground valve station facilities in the Township within the SPLP Use Area unless SPLP is unable to do so due to engineering constraints; (2) whether Sunoco gave the Township proper notice of an intent to relocate valve 344 from the SPLP Use Area to the Janiec Tract; (3) whether at the time of execution of the Settlement Agreement, Sunoco had plans and withheld material information about its plans for the Mariner 2 phase pipeline; (4) whether Sunoco always intended to site Valve 344 on the Janiec Tract and misrepresented this intention at the time of the Settlement Agreement; (5)

whether there are reasonable engineering constraints that prevent Sunoco from constructing Valve 344 on the SPLP Use Area; (6) whether does the township has a right to review the alleged engineering constraints that might be identified as preventing the installation of valve facilities outside the SPLP Use Area; and (7) whether the Settlement Agreement grants Sunoco the right to locate valve facilities anywhere it wishes in the township other than on the SPLP Additional Acreage. For these reasons, the Motion for Judgment on the Pleadings shall be denied. Additionally, Sunoco's Motion to Stay Discovery Pending Disposition of the Motion for Judgment on the Pleadings shall be denied as moot.

**THEREFORE,**

**IT IS ORDERED,**

1. That the Motion of Sunoco Pipeline LP For Judgment on the Pleadings is denied.
2. That Sunoco Pipeline LP's Motion for Stay of Discovery is denied as moot.
3. That the following modifications to the Commission's Rules of Practice and Procedure are effective as of the date of entry of this Order:
  - A. Answers to interrogatories to be served within twenty (20) days of service of interrogatories if service is made by electronic mail, or within twenty-five (25) days of service of interrogatories if service is made by U.S. mail;
  - B. Objections to interrogatories to be served within ten (10) days of service of interrogatories if service is made by electronic mail or within fifteen (15) days of service of interrogatories if service is made by U.S. mail;



C. Motions to compel answers to interrogatories to be served within ten (10) days of service of objections if service is made by electronic mail, or within (15) days of service of objections if service is made by U.S. mail;

D. Answers to any motion to compel to be served within five (5) days of service of any motion, if service of the motion is made by electronic mail, or within ten (10) days of service if made by U.S. mail, or orally at any hearing on the motion to compel, should a hearing be held before the date when the answer would otherwise be due.

4. That this case at Docket No. C-2017-2589346 shall be scheduled for hearings in Harrisburg and the transcript turnaround for the hearings will be five (5) days.

5. That the procedural schedule is as follows.

A. Direct testimony of West Goshen Twp.	February 1, 2018
B. Rebuttal testimony of Sunoco Pipeline L.P.	March 1, 2018
C. Surrebuttal testimony of West Goshen Twp.	April 2, 2018
D. Oral rejoinder outlines	April 19, 2018
E. Hearings	April 25 & 26, 2018
F. Main Briefs	May 28, 2018
G. Reply Briefs	June 18, 2018

Date: July 24, 2017

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Elizabeth Barnes  
Administrative Law Judge

C-2017-2589346 - WEST GOSHEN TOWNSHIP v. SUNOCO PIPELINE L.P.

*(Revised 7/10/2017)*

DOUGLAS WAYNE ESQUIRE  
HIGH SWARTZ LLP  
116 EAST COURT STREET  
DOYLESTOWN PA 18901  
215.345.8888

*Accepts e-Service*

*(Representing West Goshen Township)*

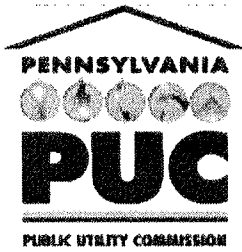
DAVID J BROOMAN ESQUIRE  
HIGH SWARTZ LLP  
40 EAST AIRY STREET  
NORRISTOWN PA 19404  
610.275.0700

*(Representing West Goshen Township)*

FRANK TAMULONIS ESQUIRE  
CHRISTOPHER A LEWIS ESQUIRE  
MICHAEL MONTALBANO ESQUIRE  
BLANK ROME LLP  
ONE LOGAN SQUARE  
130 N 18<sup>TH</sup> STREET  
PHILADELPHIA PA 19103  
215.569.5725

*Accepts e-Service*

*(Representing Sunoco Pipeline LP)*



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The Consolidated Case View displays the case information, actions taken on the case, and links to **public** documents associated with the case, which is identified by the Docket Number **C-2017-2589346**.

**Case Summary**

Docket Number C-2017-2589346		Active	
Applicant:		Utility Code:	140001
Complainant:	WEST GOSHEN TOWNSHIP	Utility Name:	SUNOCO PIPELINE, L.P.
Respondent:	SUNOCO PIPELINE, L.P.	Utility Type:	Pipeline
Responsible Bureau:	ALJ	Efiling Confirmation Number (Case):	1666730
Date Filed:	2/17/2017	Date Posted:	2/17/2017
Case Description:	West Goshen Township v. Sunoco Pipeline L.P.		

**Daily Actions**

Action Date	Description	Posted Date
2/17/2017	Case Created - C-2017-2589346 - West Goshen Township filed a formal complaint v. Sunoco Pipeline L.P.	2/17/2017
2/17/2017	Private Document Published on Web - Document 'Formal Complaint-West Goshen Township' Restricted on Web - {45237748-7D21-40D1-95BC-CBF0A1D9835C}	2/17/2017
2/21/2017	Assigned Responsible Bureau - ALJ	2/21/2017
2/21/2017	Document Served - Other - See Comments - Assigned to ALJ, copy to BIE Prosecution Assignment.	2/21/2017
2/21/2017	Document Published on Web - Document 'Sunoco Pipeline L P - FC Notice.doc' is made public	2/21/2017
2/21/2017	Document EServed to POR - Document 'Formal Complaint-West Goshen Township' is eServed - {45237748-7D21-40D1-95BC-CBF0A1D9835C}	2/21/2017
3/10/2017	Document Attached to Case - Answer & New Matter to Formal Complaint-Sunoco - Sunoco filed Answer & New Matter to Formal Complaint	3/10/2017
3/10/2017	Private Document Published on Web - Document 'Answer & New Matter to Formal Complaint-Sunoco' Restricted on Web - {826C8132-BBDB-413D-BFA7-AFD8216B2A08}	3/10/2017
3/10/2017		3/10/2017

	Document Attached to Case - Motion to Strike Request for Attorney Fees - Sunoco Pipeline LP - Sunoco Pipeline LP filed motion to strike request for Attorney fees.	
3/10/2017	Document Published on Web - Document 'Motion to Strike Request for Attorney Fees - Sunoco Pipeline LP' is made public	3/10/2017
3/30/2017	Document Attached to Case - Amended Formal Complaint - Amended Complaint filed by West Goshen Township.	3/30/2017
3/30/2017	Private Document Published on Web - Document 'Amended Formal Complaint - West Goshen Township' Restricted on Web - {8CACDE3A-04A2-43EF-A806-5527743EB90C}	3/30/2017
3/30/2017	Document Served - Other - See Comments - Assigned to ALJ, copy to BIE.	3/30/2017
3/30/2017	Document Published on Web - Document 'West Goshen v Sunoco Amended FC Notice' is made public	3/30/2017
3/30/2017	Document EServed to POR - Document 'Amended Formal Complaint - West Goshen Township' is eServed - {8CACDE3A-04A2-43EF-A806-5527743EB90C}	3/30/2017
4/17/2017	Document Published on Web - Document 'C-2017-2589346 Initial Prehearing Conference.docx' is made public	4/17/2017
4/17/2017	Document EServed to POR - Document 'C-2017-2589346 Initial Prehearing Conference.docx' is eServed - {7DF3E1E5-ECF4-4B02-A7EE-53BF03D92396}	4/17/2017
4/18/2017	Document Attached to Case - Answer & New Matter to 1st Amended Complaint - Sunoco Pipeline - Sunoco Pipeline LP filed answer and new matter to first amended complaint.	4/18/2017
4/18/2017	Private Document Published on Web - Document 'Answer & New Matter to 1st Amended Complaint - Sunoco Pipeline' Restricted on Web - {2B9365A8-BCD7-4DDD-9C3F-FC1B85843992}	4/18/2017
4/18/2017	Document Published on Web - Document 'C-2017-2589346 West Goshen Twp v Sunoco Pipeline prehearing conference order.docx' is made public	4/18/2017
4/18/2017	Document EServed to POR - Document 'C-2017-2589346 West Goshen Twp v Sunoco Pipeline prehearing conference order.docx' is eServed - {17C6CA84-A726-4776-AA76-962C701C6533}	4/18/2017
5/5/2017	Document Attached to Case - Reply to New Matter - West Goshen Twp - West Goshen Township filed answer to New Matter raised by Sunoco Pipeline LP.	5/5/2017
5/5/2017	Document Published on Web - Document 'Reply to New Matter - West Goshen Twp' is made public	5/5/2017
5/17/2017	Document Published on Web - Document 'C-2017-2589346 Cancel Reschedule Initial Prehearing Conference.docx' is made public	5/17/2017
5/17/2017	Document EServed to POR - Document 'C-2017-2589346 Cancel Reschedule Initial Prehearing Conference.docx' is eServed - {002E34BF-760F-46E6-B803-6A32DB9C1267}	5/17/2017
5/19/2017	Document Attached to Case - Answer to New Matter - West Goshen Township - West Goshen Township filed Answer to the New Matter of Sunoco Pipeline L.P. to first Amended complaint to Enforce Settlement Agreement.	5/19/2017
5/19/2017	Document Published on Web - Document 'Answer to New Matter - West Goshen Township' is made public	5/19/2017
5/23/2017	Document Attached to Case - Supporting Documentation-Motion.pdf - Sunoco Pipeline LP filed Motion for Judgment on Pleadings	5/23/2017
5/23/2017	Document Published on Web - Document 'Motion for Judgment on Pleadings-Sunoco Pipeline' is made public	5/23/2017
6/12/2017	Document Attached to Case - Communication-Answer to Petition.pdf - West Goshen Township filed Answer to Motion	6/12/2017
6/13/2017	Document Attached to Case - Communication-Answer to Petition.pdf - West Goshen Township filed Answer to Motion	6/13/2017

6/13/2017	Document Published on Web - Document 'Answer to Motion-West Goshen Township' is made public	6/13/2017
6/14/2017	Document Published on Web - Document 'Cover Letter & Revised Certificate of Service-West Goshen' is made public	6/14/2017
6/14/2017	Document Removed from Web - Document 'Cover Letter & Revised Certificate of Service-West Goshen' has been removed from Web	6/14/2017
6/14/2017	Document Attached to Case - Cover Letter & Revised Certificate of Service-West Goshen - West Goshen filed Cover Letter & Revised Certificate of Service	6/14/2017
6/14/2017	Document Published on Web - Document 'Cover Letter & Revised Certificate of Service-West Goshen' is made public	6/14/2017
6/20/2017	Document Attached to Case - Response in Opposition to Motion for Judgment on the Pleadings - West Goshen Twp - West Goshen Township filed response in opposition to motion for judgment on the pleadings.	6/20/2017
6/20/2017	Document Published on Web - Document 'Response in Opposition to Motion for Judgment on the Pleadings - West Goshen Twp' is made public	6/20/2017
6/30/2017	Document Attached to Case - Pre Hiring Conference Memorandum - Sunoco Pipe Line - Sunoco Pipeline L.P. filed Pre-hearing Memorandum	6/30/2017
6/30/2017	Document Published on Web - Document 'Pre Hiring Conference Memorandum - Sunoco Pipe Line' is made public	6/30/2017
7/5/2017	Document Attached to Case - Motion for Stay of Proceedings - Sunoco - Sunoco Pipeline LP filed Motion for Stay of Proceedings.	7/5/2017
7/5/2017	Document Published on Web - Document 'Motion for Stay of Proceedings - Sunoco' is made public	7/5/2017
7/6/2017	Document Attached to Case - Init Prehrng Conference Memorandum - W Goshen Twp - West Goshen Township filed Initial Prehearing Conference Memorandum.	7/6/2017
7/6/2017	Document Published on Web - Document 'Init Prehrng Conference Memorandum - W Goshen Twp' is made public	7/6/2017
7/10/2017	Document Attached to Case - Affidavit of Casey LaLonde in Support of an Ex Parte Emergency Order et al-West Goshen - West Goshen filed Petition for an Ex Parte Emergency Order & an Interim Emergency Order et al	7/10/2017
7/10/2017	Document Attached to Case - Other Filing-Petition for Existing Case.pdf - West Goshen filed Petition for an Ex Parte Emergency Order & an Interim Emergency Order et al	7/10/2017
7/10/2017	Document Published on Web - Document 'Petition for an Ex Parte Emergency Order an Interim Emergency Order-West Goshen Twp' is made public	7/10/2017
7/10/2017	Document Published on Web - Document 'Affidavit of Casey LaLonde in Support of an Ex Parte Emergency Order et al-West Goshen' is made public	7/10/2017
7/10/2017	Document Attached to Case - Opposition to West Goshen Township's Request fo Ex Parte Relief-Sunoco - Sunoco filed Opposition to West Goshen Township's Request for Ex Parte Relief	7/10/2017
7/10/2017	Document Published on Web - Document 'Opposition to West Goshen Township's Request fo Ex Parte Relief-Sunoco' is made public	7/10/2017
7/10/2017	Document Published on Web - Document 'C-2017-2589346 Petition for Emergency Order Initial Hearing Notice.docx' is made public	7/10/2017
7/10/2017	Document EServed to POR - Document 'C-2017-2589346 Petition for Emergency Order Initial Hearing Notice.docx' is eServed - {B8934E11-6431-42DC-90E7-DD31E551DFFC}	7/10/2017
7/11/2017	Document Attached to Case - Elec Transcript Pgs 1-33 Init Prehrng Conference in Hbg on 7/6/17 - Transcript Pages 1-33 of Initial Prehearing Conference held 7/6/17 in Harrisburg at 10:00 AM filed.	7/11/2017

7/11/2017	Private Document Published on Web - Document 'Elec Transcript Pgs 1-33 Init Prehrg Conference in Hbg on 7/6/17' Restricted on Web - {136E5CC1-3348-485F-860A-B2065DA52C1E}	7/11/2017
7/11/2017	Document Attached to Case - Affidavit of M Gordon - Sunoco Pipeline LP - Sunoco Pipeline LP filed affidavit of Matthew Gordon.	7/11/2017
7/11/2017	Document Published on Web - Document 'Affidavit of M Gordon - Sunoco Pipeline LP' is made public	7/11/2017
7/11/2017	Document Published on Web - Document 'P-2017-2613461 Secretarial Letter - Final - 07-11-17' is made public	7/11/2017
7/11/2017	Document EServed to POR - Document 'P-2017-2613461 Secretarial Letter - Final - 07-11-17' is eServed - {9AE3644B-71CB-4423-B56A-54E848EA1A72}	7/11/2017
7/12/2017	Document Published on Web - Document 'C-2017-2589346 Prehearing Order.docx' is made public	7/12/2017
7/12/2017	Document EServed to POR - Document 'C-2017-2589346 Prehearing Order.docx' is eServed - {75230AD0-8371-4FF3-AA90-DEDE8CD483FC}	7/12/2017
7/12/2017	Document Published on Web - Document '2613461- LAW Order - West Goshen - 7-12-17 PM.doc' is made public	7/12/2017
7/12/2017	Document EServed to POR - Document '2613461- LAW Order - West Goshen - 7-12-17 PM.doc' is eServed - {DAEEBABB-D95D-4E69-BF1E-20504F8F8A11}	7/12/2017
7/17/2017	Document Attached to Case - Opposition to West Goshen Township's Request for Interim Relief-Sunoco - Sunoco filed Opposition to West Goshen Township's Request for Interim Relief	7/17/2017
7/17/2017	Document Published on Web - Document 'Opposition to West Goshen Township's Request for Interim Relief-Sunoco' is made public	7/17/2017
7/20/2017	Document Attached to Case - Electronic Transcript/Exhibits-Initial In-Person Hrg (Pg 34-254) - With ALJ Barnes Held on 7-18-17 at 1 PM Filed with Exhibits	7/20/2017
7/20/2017	Private Document Published on Web - Document 'Electronic Transcript/Exhibits-Initial In-Person Hrg (Pg 34-254)' Restricted on Web - {49F44DC1-0AE8-4AC0-8132-0985B062D0D6}	7/20/2017
7/20/2017	Document Attached to Case - Affidavit of Matthew Gordon - Sunoco Pipeline LP - Sunoco Pipeline LP filed Affidavit of Matthew Gordon	7/20/2017
7/20/2017	Document Published on Web - Document 'Affidavit of Matthew Gordon - Sunoco Pipeline LP ' is made public	7/20/2017

## Public Documents

Document Name	Document Type	eFiling Confirmation Number	Date Received	Date Served	Reference Docket Number
<u>Sunoco Pipeline L P - FC Notice.doc</u>	Secretarial Letter	1666730			F-2014-2411966 C-2014-2451943
<u>Motion to Strike Request for Attorney Fees - Sunoco Pipeline LP</u>	Motion	1666730	3/10/2017		P-2014-2411966 C-2014-2451943
<u>West Goshen v Sunoco Amended FC Notice</u>	Secretarial Letter	1666730			P-2014-2411966 C-2014-2451943
<u>C-2017-2589346 Initial Prehearing Conference.docx</u>	Hearing Notice	1666730			P-2014-2411966 C-2014-2451943
<u>C-2017-2589346 West Goshen Twp v Sunoco Pipeline prehearing conference order.docx</u>	PreHearing Order	1666730		4/18/2017	P-2014-2411966 C-2014-2451943

<u>Reply to New Matter - West Goshen Twp</u>	Reply to Answer	1666730	5/5/2017	P-2014-2411966 C-2014-2451943
<u>C-2017-2589346 Cancel Reschedule Initial Prehearing Conference.docx</u>	Hearing Notice	1666730		P-2014-2411966 C-2014-2451943
<u>Answer to New Matter - West Goshen Township</u>	Reply to Answer	1666730	5/8/2017	P-2014-2411966 C-2014-2451943
<u>Motion for Judgment on Pleadings-Sunoco Pipeline</u>	Case Related Document	1666730		F-2014-2411966 C-2014-2451943
<u>Answer to Motion-West Goshen Township</u>	Answer to Motion	1666730		P-2014-2411966 C-2014-2451943
<u>Cover Letter &amp; Revised Certificate of Service-West Goshen</u>	Certificate of Service	1666730	6/14/2017	P-2014-2411966 C-2014-2451943
<u>Response in Opposition to Motion for Judgment on the Pleadings - West Goshen Twp</u>	Answer to Motion	1666730	6/14/2017	P-2014-2411966 C-2014-2451943
<u>Pre Hiring Conference Memorandum - Sunoco Pipe Line</u>	Prehearing Memorandum	1666730	6/30/2017	P-2014-2411966 C-2014-2451943
<u>Motion for Stay of Proceedings - Sunoco</u>	Motion	1666730	7/5/2017	P-2014-2411966 C-2014-2451943
<u>Init Prehg Conference Memorandum - W Goshen Twp</u>	Prehearing Memorandum	1666730	7/5/2017	P-2014-2411966 C-2014-2451943
<u>Petition for an Ex Parte Emergency Order an Interim Emergency Order-West Goshen Twp</u>	Petition	1666730		P-2014-2411966 C-2014-2451943
<u>Affidavit of Casey LaLonde in Support of an Ex Parte Emergency Order et al-West Goshen</u>	Petition for Existing Case	1666730	7/10/2017	P-2014-2411966 C-2014-2451943
<u>Opposition to West Goshen Township's Request fo Ex Parte Relief-Sunoco</u>	Answer to Petition	1666730	7/10/2017	P-2014-2411966 C-2014-2451943
<u>C-2017-2589346 Petition for Emergency Order Initial Hearing Notice.docx</u>	Hearing Notice	1666730		P-2014-2411966 C-2014-2451943
<u>Affidavit of M Gordon - Sunoco Pipeline LP</u>	Letter	1666730	7/11/2017	P-2014-2411966 C-2014-2451943
<u>P-2017-2613461 Secretarial Letter - Final - 07-11-17</u>	Secretarial Letter	1666730	7/11/2017	P-2014-2411966 C-2014-2451943
<u>C-2017-2589346 Prehearing Order.docx</u>	PreHearing Order	1666730		P-2014-2411966 C-2014-2451943
<u>2613461- LAW Order - West Goshen - 7-12-17 PM.doc</u>	Ratification Order	1666730	7/12/2017	P-2014-2411966 C-2014-2451943
<u>Opposition to West Goshen Township's Request for Interim Relief-Sunoco</u>	Answer to Petition	1666730	7/17/2017	F-2014-2411966 C-2014-2451943
<u>Affidavit of Matthew Gordon - Sunoco Pipeline LP</u>	Case Related Document	1666730	7/13/2017	P-2014-2411966 C-2014-2451943
	Order	1666730		

<u>C-2017-2589346 Emergency Order.docx</u>				P-2014-2411966 C-2014-2451943
<u>Certificate of Service - West Goshen Township</u>	Certificate of Service	1666730	7/24/2017	P-2014-2411966 C-2014-2451943
<u>Main Brief - West Goshen Township</u>	Briefs	1666730	7/24/2017	P-2014-2411966 C-2014-2451943
<u>C-2017-2589346 Order Denying Summary Judgment .docx</u>	Order	1666730		P-2014-2411966 C-2014-2451943
<u>Main Brief - SPLP</u>	Briefs	1666730	7/24/2017	P-2014-2411966 C-2014-2451943

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