

Township to house facilities related to a proposed pumping station for the Mariner East 1 pipeline.

II. Merits of the Claim

2. On behalf of the Township, I was involved in the negotiations that led to the Settlement Agreement that resolved SPLP's Petition as referenced in Paragraph 1. A copy of the Settlement Agreement, executed by all Parties, is attached as Exhibit A.

3. The Settlement Agreement had several provisions that the Township expressly relied upon:

- (a) Township staff and its safety consultant (Richard Kuprewicz, Accufacts, Inc. or "Kuprewicz") were expressly relying on the accuracy of information provided by SPLP in reaching the Agreement (Settlement Agreement Section II.A.);
- (b) The Settlement Agreement applied to the entire Mariner East Project, including the existing ME1 pipeline and all other pipelines and related facilities to be owned or operated by SPLP in Township (Settlement Agreement Section II.A.1);
- (c) Any above ground facilities related to the Mariner East Project would be located on an existing site where other above ground facilities were located already, except possibly one valve station, which was to be constructed on a specific location (the "SPLP Use Area") on land adjacent to the existing SPLP facilities that was formerly owned by the Janiec

family (referred to in the Settlement Agreement as the “former Janiec Tract” and referred to in this petition as the “Janiec 1 Tract”) (Settlement Agreement Section II.A.2.);

- (d) if SPLP was unable to construct the valve station at the designated location due to engineering constraints, it must notify the Township. (Settlement Agreement Section II.A.2);
- (e) that SPLP had no plans to put any other above ground facilities anywhere else in the Township as of the date of the Settlement Agreement (SPLP signed April 14, 2015) (Settlement Agreement II.A.3.);
- (f) Kuprewicz’ safety review, based on the above facts, was incorporated into the Agreement (Settlement Agreement III.A.1);
- (g) Township’s actions, including allowing SPLP to withdraw its petition and refraining from filing an action or injunction regarding the location of the valve station, were effective as long as SPLP constructed and operated the facilities in the Township in accordance with Section II and III of the Settlement Agreement.(Section IV.A.2.d).

4. One of the Township’s purposes in entering into the Settlement Agreement was to protect the safety and property rights of its residents. Establishing with engineering precision, on plans prepared by SPLP consultants, the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township.

5. Throughout the negotiations resulting in the Settlement Agreement, SPLP repeatedly represented to Township and Kuprewicz that the engineering design for ME2 was not complete. SPLP further represented that if any above-ground pipeline facilities needed to be placed in the Township, such facilities would be constructed on the “SPLP Use Area,” unless engineering constraints prevented the facilities from being constructed on that property.

6. My understanding of the Settlement Agreement was that SPLP agreed that any valve station which might be located within the Township would be built within a designated area within the confines of property designated in the Settlement Agreement as the SPLP Use Area. The only exception to this designated area was if engineering constraints prevented SPLP from constructing the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known in the Settlement Agreement as the “SPLP Additional Acreage” (See Settlement Agreement II.A.2 and is designated Chester County Tax Parcel No. 52-1-10.1(also referred to as the “former Janiec Tract” in the Settlement Agreement (hereinafter the “Janiec 1 Tract”).

7. As of May and June of 2015, I was unaware that SPLP planned or proposed placing a valve and its appurtenant facilities on the parcel of land identified as Tax Parcel No. 52-3-60 (“Janiec 2 Tract”), located on an entirely separate parcel of land on the opposite side of Route 202, or on any location in the Township other than on the SPLP Use Area. A valve on any property in the Township other than the existing facilities site and the small area adjacent to it is contrary to the promises and representations made by SPLP in the Settlement Agreement, unless SPLP could demonstrate that engineering constraints prevented it from placing the valve on the SPLP Use Area.

8. My understanding as of 2015 was that the pump station, the vapor combustion unit (or VCU) (required for ME1 and the subject of the prior PUC litigation between the Township and SPLP) and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project would be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates and is known as the SPLP Existing Site. The exception to this was that a remote operated valve station, if needed after final engineering design, would be constructed on SPLP's adjacent 4.42 acre property, designated Parcel No. 52-1-10.1, known as the SPLP Additional Acreage. The proposed location of this valve station on the SPLP Additional Acreage is depicted on the map attached to this affidavit as Exhibit A and is designated the SPLP Use Area. This is the same map that is attached to the Settlement Agreement as Appendix 1.

9. It was my understanding in 2015 that, subject to any engineering constraints, SPLP intended to and would construct the valve station on the SPLP Use Area as depicted in the attached map, unless unable to do so due to engineering constraints.

10. In the Settlement Agreement, the Township never intended to agree or acquiesce to the siting of Valve 344 and its appurtenant facilities anywhere in the Township outside of the SPLP Use Area. The Township fully expected that any new above-ground facilities, if any, would be constructed solely on the SPLP Use Area.

11. In reviewing what was then the proposed Settlement Agreement, I considered all Sections of the Settlement Agreement to be material and fully enforceable. I relied on the representations made by SPLP throughout the Settlement Agreement, including but not limited

to the representations made in Section II. Section II of the Settlement Agreement specifically provides that the Township expressly relied upon SPLP's representations and promises.

12. The first time I, or anyone at the Township, became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec 2 Tract was on or about January 12, 2017, when SPLP supplied the Township with documentation concerning SPLP's application for an Erosion and Sediment Permit. Documents contained within the Erosion and Sediment Permit application indicated that SPLP had planned to locate a pipeline valve and appurtenant facilities on the Janiec 2 Tract as far back as March 2015, even before it had executed the Settlement Agreement making contrary representations and promises. Prior to receipt of these documents by the Township, I was unaware that SPLP intended to site Valve 344 and its appurtenant facilities on the Janiec 2 Tract and not the SPLP Use Area.

13. To my knowledge and belief, SPLP has never supplied the Township with any engineering or other documents that might support a contention that Valve 344 and its appurtenant facilities cannot be built within the SPLP Use Area due to engineering constraints.

14. The Janiec 2 Tract is located outside of the SPLP Use Area.

15. In exchange for the aforementioned promise as to the location of the facilities, the Township agreed to terminate its existing litigation with SPLP, and not file other additional challenges to the safety of the Project, including whether or not SPLP and the PUC has complied with the Article I Section 27 of the Pennsylvania Constitution.

16. SPLP's intention to build Valve 344 on the Janiec 2 Tract contradicts its representations and promises to the Township throughout the negotiation of, and within the body

of, the Settlement Agreement, to build any required above-ground facilities within the SPLP Use Area.

III. Immediacy of the harm

17. SPLP's lack of notice of the change in location of the valve station for almost two years from the date displayed on its secret plan, deprived Township and our pipeline safety expert, Richard Kuprewicz, the ability to perform a meaningful review of the ME2 pipeline and above ground facilities before entering into the Settlement Agreement.

18. The Township received notice on April 10, 2017, from PADOT, that SPLP planned to begin utility work in Township roads, near the area of the SPLP Use Area, in June, 2017.

19. Township staff and through its special counsel, has made numerous requests to SPLP for its construction schedule in the Township, but SPLP refused to provide said information until, on July 5, 2017, the Township received a phone call from Ivana Wolfe, purportedly of Sunoco Logistics Community Relations, on behalf of SPLP advising that SPLP intended to start "mobilizing" the Janiec 2 Tract in the next one to two weeks, which would include site clearing and setting up a drill site, but not providing any further details about construction or timing.

20. However, on that same day, Township noticed workers on the Janiec 2 Tract, apparently preparing for construction or site clearing activities.

21. Full construction activities have commenced on Boot Road in the adjacent Township, East Goshen.

22. On July 6, 2017, the same date of the first pre-trial conference before Administrative Law Judge Elizabeth H. Barnes, at 12:30 PM, without notice to the Township, the Township Engineer and Township special counsel observed vegetation/tree clearing and other earth disturbance activities at the Janiec 2 site. Attached as Exhibit B are photographs of the disturbance.

IV. HARM IS IRREPARABLE

17. The disturbance seen in the attached photos (Exhibit B) is out of compliance with the recently issued erosion and sedimentation (E&S) control permit and Township regulations in that the required E&S controls (silt socks and silt fencing) were not in place prior to the disturbance. See Exhibit B.

18. This disturbance is also out of compliance with the Township Code, as clearly set forth on the permit application, since the Township Engineer must be notified 48 hours in advance of any earth disturbance. A copy of the relevant application and permit are attached as Exhibit C; relevant sections of Township Code are attached as Exhibit D.

19. Compliance with the permit procedures and Township Codes is critical to protect the health, safety and welfare of the residents of the Township.

20. On July 7, 2017, the Township issued a Notice of Violation to SPLP for its failure to comply with the Township's Earth Disturbance Permit and Chapter 69 of the Township Code. A copy of the Notice of Violation is attached as Exhibit E.

21. The Janiec 2 Tract is entirely green and/or tree covered. Site clearing, particularly for facilities that are not permitted on that site, would be needlessly detrimental to the Township.

I have personally observed the clearing and grubbing that SPLP has done in building ME2 in other parts of Chester County, and it can be characterized as destroying the Commonwealth's precious and irreplaceable natural resources.

22. Township, in fulfilling its Article I, Section 27 constitutional obligation to protect the natural resources of this Commonwealth for its citizens, insisted in the settlement negotiations and in the Settlement Agreement that already industrial land, and the adjacent SPLP Use Area be the only land permanently disturbed by ME2 above ground facilities. The existing site has a pump station, equipment appurtenant to the pump station, the VCU, and above ground utilities of all kinds. The Janiec 2 tract is vacant land, fully forested, and zoned residential. The Township sought in the Settlement Agreement to prevent the exact permanent harm to its natural resources that is about to occur if the PUC does not step in to maintain the status quo.

23. The proposed construction, including on one of the major roadways in the Township, will be very disruptive to the residents of the Township, and if the facilities are not ultimately permitted on the Janiec 2 Tract, new construction on the Janiec 2 property would require significant additional disturbance to the residents to correct the problem.

24. The construction workers working on behalf of Sunoco have unilaterally occupied the volunteer fire department premises, without notice or permission of the Fire Department or Township, and their activities have blocked access to the Fire Department, causing further threat of immediate and catastrophic harm to the residents of the Township.

25. In addition, prior to the Janiec 2 property being condemned on May 12, 2016, without notice to the Township, the Township had granted all entitlements necessary to develop the property with a needed housing development for the elderly, which would have provided

numerous benefits to the Township including mitigation of an existing stormwater management problem from the Route 202 construction, needed road improvements to Township roads, and a reliable source of new tax revenue.

26. Allowing the valve station to be constructed on the Janiec 2 tract will be detrimental to the Township as it will stop the approved development.

27. Prior to filing this Petition, the Township, through counsel, also requested that SPLP enter into a standstill agreement to maintain the status quo until after the Commission issues a final order on the Township's Amended Complaint, but SPLP has refused.

28. This refusal resulted in the Township filing its initial Complaint to Enforce the Settlement Agreement on or about February 17, 2017, then the Amended Complaint on or about March 30, 2017.

V. RELIEF NOT AGAINST PUBLIC INTEREST

29. The Township entered into a Settlement Agreement, which was filed with the PUC ending the litigation, because the Settlement Agreement was in the public interest.

30. The Township ensured that the Settlement Agreement cited all of the SPLP representations that it, and its safety expert, relied upon to ensure the public safety with respect to SPLP's plans for above-ground facilities in the Township, and agreed to withdraw any further protest to said facilities only if constructed on the SPLP Use Area in accordance with that Settlement Agreement.

31. The Township undertook the initial PUC Intervention and subsequent Settlement Agreement to fulfill its obligation to minimize any damage or disruption to the health, safety and welfare of its residents and ensure their rights to clean air and water under Article I Section 27 of the Pennsylvania Constitution.

32. The Township is in no way trying to deny SPLP the ability to build its pipeline in the Township or disrupt the public benefit of enhanced delivery options for Marcellus Shale gas producers, but rather is seeking merely to make SPLP locate its facilities in a location and manner deemed safe for its residents by the Township and its safety engineer and as agreed to by SPLP in the Settlement Agreement.

33. Any small inconvenience to SPLP in delaying the construction of only a small portion of the SPLP pipeline until it is determined if SPLP should be required to honor its representations and promises in the Settlement Agreement is outweighed by the public interest of the Township, as stewards of the environment and safety of its residents, exercising its responsibility to ensure that their rights to a pristine environment under the Pennsylvania Constitution are preserved and ensuring that the fire department's important services to the community are not hindered by the total disregard for public safety demonstrated by SPLP and its contractors, particularly given that:

(a) Township is not trying to stop the pipeline from going through its Township, or trying to stop its construction consistent with SPLP's promises, but rather is merely seeking to force SPLP to construct the facilities where it promised;

(b) Despite the significant amount of non-objectionable construction that SPLP can do in the Township, the only construction activities it has commenced are those at the

Janiec 2 site, indicating that SPLP is rushing to complete the objectionable work before the PUC can stop the improper conduct;

(c) there is no indication that the ME2 line is going into service in 2017;

(d) SPLP has presented no information that engineering constraints render SPLP unable to construct the valve station on the SPLP Use Area, which it can do now without opposition; and

(e) SPLP agreed to have the Commission resolve any dispute regarding the terms of the Settlement Agreement, and therefore should be required to await the Commission's decision on this material dispute under the Settlement Agreement.

Date: July 7, 2017

CASEY LaLONDE

Commonwealth of Pennsylvania

County of _____

On this 7th day of July, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Casey LaLonde, known to me to be the person named in and who executed the above document, and acknowledged that he executed the same as his own free act and deed.

NOTARY PUBLIC