
EXHIBIT F130

MEMORANDUM OF UNDERSTANDING,
DATED JULY 28, 2016, BY AND AMONG
SUNOCO PARTNERS MARKETING & TERMINALS LP
AND DELCORA

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
("DELCORA")**

AND

SUNOCO PARTNERS MARKETING & TERMINALS L.P. ("SPMT")

WHEREAS, SPMT discharges non-domestic wastewater to DELCORA under a permit.

WHEREAS, DELCORA and SPMT (collectively referred to herein as "the Parties") acknowledge and agree that they have reached a mutual understanding regarding the terms by which DELCORA will accept for disposal of approximately 250,000 gallons of wastewater treatment sludge ("the Sludge") at its Chester City incineration facility ("Facility"), and which is currently stored, on a temporary and emergency basis, at the Facility in one of DELCORA's sludge tanks;

WHEREAS, the Parties agree that the terms set forth herein have been agreed to by and between DELCORA and SPMT,, and that this Memorandum of Understanding ("MOU") reflects a good faith effort by both Parties to address the disposal of the Sludge in conformance with applicable legal requirements, and that both Parties will continue to execute the obligations set forth in this MOU in continued good faith;

NOW, THEREFORE, in consideration of the foregoing promises and of each act done pursuant hereto as well as resolution of all costs incurred, the Parties hereby agree as follows, without any admissions of law or fact and without admission of any wrongdoing:

1. SPMT and DELCORA will initiate contact with the Pennsylvania Department of Environment ("PADEP") to obtain its written approval and to discuss and agree upon the legal requirements that will pertain to the transport of the Sludge to DELCORA. The legal requirements may require the submission of documents required by PADEP. Approval by PADEP is the primary responsibility of SPMT although DELCORA agrees to reasonably cooperate with SPMT in its efforts to obtain PADEP's written approval.
2. SPMT will certify that the Sludge to be sent to DELCORA does not contain any materials from its operational processes and that the Sludge has not been contaminated in any way by SPMT since the offsite transport from the Facility by SPMT to its Marcus Hook facility (such transport is required since DELCORA must have its sludge tank returned to service immediately for daily operations).
3. Final and continued acceptance of the Sludge by DELCORA, upon SPMT receiving written approval authority by PADEP, will be solely at DELCORA's reasonable discretion, which will be exercised in good faith, based upon DELCORA's assessment of the testing results (to be provided by SPMT pursuant to DELCORA's instructions) of

the Sludge, and the operational conditions associated with its solid waste incinerator which is permitted by PADEP. Both Parties will work to establish a schedule to accept the Sludge based not only on PADEP's approval parameters but also based upon DELCORA's expertise as to how treatment and disposal of the Sludge at its incinerator can be achieved in conjunction with the acceptance of other solid wastes. The Parties agree that continued and uninterrupted operation of the Incinerator in accordance with standard operating and maintenance schedules and costs is a requirement of DELCORA's, and that this requirement will be a predicate for DELCORA in determining the specific schedule for continued acceptance of the Sludge.

4. Should DELCORA need to exercise its good faith discretion to delay the acceptance of the Sludge from SPMT for treatment and disposal, it will provide written notice to SPMT as soon as practicable with a detailed explanation as to its supporting reasons. DELCORA will use its best efforts to renew the acceptance of the Sludge at its incinerator at a date to be determined if acceptance is delayed. If the Sludge can no longer be accepted by DELCORA due to operational issues with its incinerator, it will provide written notice to SPMT as soon as is practicable with a detailed explanation as to its supporting reasons.
5. Other than oil and grease contamination contained therein, the Sludge must remain in compliance with all other regulatory requirements, including any requirements set forth in PADEP's written approval.
6. Pursuant to a resolution adopted by DELCORA, the disposal price for the contaminated sludge is \$0.12 per gallon.
7. SPMT agrees to pay DELCORA all costs, fees and expenses, incurred by it pursuant to Sections 403 and 413 of DELCORA's Standards, Rules and Regulations of 2011, Resolution No. 2011-04 in connection with the receipt and management of the oily material and Sludge resulting from SPMT's discharge to the Facility during the period from July 23rd, 2016 through July 25th, 2016.
8. This MOU may be executed in duplicate or multiple copies, each of which shall be deemed to be the original for all purposes.

9. Notices, statements, demands, or other communications required or permitted to be given, rendered or made by either party to the other pursuant to this MOU or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this MOU) and shall be deemed to have been properly given, rendered or made, when received by certified mail with return receipt or overnight courier delivery with receipt of delivery, or delivery refused, addressed to the other parties, as follows:

To DELCORA:

Michael J. DiSantis
Director of Operations and Maintenance
P. O. Box 999
Chester, PA 19016-0999

To SPMT:


SUNOCO PARTNERS MARKETING & TERMINALS L.P.
Attn: Edward G. Human
Director – MHIC Operations
100 Green Street
Marcus Hook, PA 19061-4816

Any party listed in this Section may, by notices as aforesaid, designate a different address for addresses for notices, statements, demands or other communications intended for it.

10. The persons executing this MOU on behalf of the parties have been duly authorized by all necessary action of the parties to execute and deliver this MOU on behalf such parties.
11. This MOU is not and shall not be construed as an admission of any issue of fact or law or as an admission or adjudication of any liability, and shall not be admissible in any other suit or proceeding except a suit or proceeding to enforce the terms of the MOU.

AGREED TO AND ACCEPTED THIS
28th DAY OF JULY 2016

For DELCORA:

By: 

Name: Robert J. Willert

Title: Executive Director, Delaware County
Regional Water Quality Control
Authority

Sunoco Partners Marketing & Terminals L.P.
By: Sunoco Logistics Partners Operations
GP LLC, its general partner

By: 

Name: Edward Human

Title: Director of Operations
MHIC