



Phone: (215) 569-5793
Fax: (215) 832-5793
Email: Lewis@BlankRome.com

September 21, 2017

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: *West Goshen Township v. Sunoco Pipeline L.P.*
Docket No. C-2017-2589346

Dear Secretary Chiavetta,

Enclosed please find Sunoco Pipeline L.P.'s Motion To Dismiss Objections and Compel Production of Documents in the above referenced case. Copies of the Motion have been served on all parties of record in accordance with the Certificate of Service. Pursuant to 52 Pa. Code. §§ 5.342 and 5.349, West Goshen Township's response to the Motion is due within five days.

Thank you for your attention to this matter, and please do not hesitate to contact me with any questions or concerns.

Very truly yours,

Christopher A. Lewis

Christopher A. Lewis

Enclosures

cc: As per Certificate of Service

BLANK ROME LLP

Christopher A. Lewis (I.D. No. 29375)
Frank L. Tamulonis (I.D. No. 208001)
Michael Montalbano (I.D. No 320943)
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Phone: (215) 569-5500
Facsimile: (215) 832-5793
Email: Lewis@BlankRome.com
FTamulonis@BlankRome.com
MMontalbano@BlankRome.com

*Attorneys for Defendant
Sunoco Pipeline L.P.*

WEST GOSHEN TOWNSHIP AND	:	
CONCERNED CITIZENS OF WEST	:	
GOSHEN TOWNSHIP	:	
	:	Docket No. C-2017-2589346
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
	:	
Respondent.	:	

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.342 and 5.349 you are hereby notified that, if you do not file a written response to the enclosed MOTION TO DISMISS OBJECTIONS AND COMPEL PRODUCTION OF DOCUMENTS of Sunoco Pipeline L.P. within five (5) days from service of this notice, a decision may be rendered against you. Any Response to the Motion to Dismiss Objections and Compel Production of Documents must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for Sunoco Pipeline L.P., and where applicable, the Administrative Law Judge presiding over the issue.

File with:
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

BLANK ROME LLP

Christopher A. Lewis (I.D. No. 29375)
Frank L. Tamulonis (I.D. No. 208001)
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One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Phone: (215) 569-5500
Facsimile: (215) 832-5793
Email: Lewis@BlankRome.com
FTamulonis@BlankRome.com
MMontalbano@BlankRome.com

*Attorneys for Defendant
Sunoco Pipeline L.P.*

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GOSHEN TOWNSHIP	:	
	:	Docket No. C-2017-2589346
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
	:	
Respondent.	:	

**RESPONDENT SUNOCO PIPELINE L.P.’S
MOTION TO DISMISS OBJECTIONS AND
COMPEL PRODUCTION OF DOCUMENTS**

Pursuant to 52 Pa. Code §§ 5.342 and 5.349, Sunoco Pipeline L.P. (“SPLP”), by and through its undersigned counsel, hereby files this motion (the “Motion”) to dismiss the objections of West Goshen Township (“WGT” or the “Township”) to SPLP’s first set of interrogatories and document requests (the “Discovery Requests”), and requests that the Public Utility Commission (the “Commission” or “PUC”) dismiss the Township’s objections and order the Township to produce documents that are responsive to the Discovery Requests within 10 days of the issuance of said order.

I. INTRODUCTION

On August 21, 2017, SPLP propounded the Discovery Requests on the Township via email and Federal Express. Pursuant to §§ 5.342 and 5.349(d), the Township's objections to the Discovery Requests were due on August 31, 2017, and responses were due on September 11, 2017. On September 11, 2017, the Township served both its objections and responses to SPLP's Document Requests. SPLP's Discovery Requests are attached hereto as **Exhibit A**. The Township's written objections are attached hereto as **Exhibit B**.

As further explained in Section II below, the Township's objections should be dismissed and the Township should be compelled to respond to the Discovery Requests because (1) the Township's objections are untimely, (2) the Township waived the attorney-client privilege as to communications between Kristen Camp and the Township regarding the Settlement Agreement and the siting of the Valve; (3) SPLP's Discovery Requests are narrowly tailored and are reasonably calculated to lead to admissible evidence; and (4) the Township's document production is otherwise insufficient.

II. ARGUMENT

A. The Township's Objections are Untimely

On August 21, 2017, SPLP propounded the Discovery Requests on the Township via email and Federal Express. Pursuant to Rules 5.342(e) and 5.349(d), any objections to SPLP's Discovery Requests were due within 10 days, or by August 31, 2017. Specifically, Rule 5.342(e) provides, in relevant part:

(e) *Service of objections.* The objecting party shall serve objections within 10 days of service of the interrogatories.

52 Pa. Code § 5.342(e). Similarly, any objections to document requests are also due within 10 days. Specifically, Rule 5.349(d) provides, in relevant part:

If the request is objected to, the objection shall be made in the manner described in 5.342 (relating to answers or objections to written interrogatories by a party).

52 Pa. Code § 5.349(d).

Further, in the Order Denying Motion for Judgment on the Pleadings and Motion to Stay Discovery, your honor reiterated that objections to interrogatories shall be served within 10 days of service of the interrogatories if service is made by electronic mail. *See Paragraph 3.B of the PUC's Order Denying Motion for Judgment on the Pleadings and Motion to Stay Discovery, C-2017-2589346 (July 24, 2017).*

Here, SPLP served the Discovery Requests by electronic mail and regular mail, making any objections due no later than August 31, 2017. However, the Township's objections to SPLP's discovery requests were not served until September 11, 2017, or 10 days after they were due. Accordingly, the Township's objections are untimely and in violation of Rules 5.342(e) and 5.349(d), as well as the Commission's Order establishing discovery procedures. Each objection should therefore be dismissed. *See Smolsky v. Global Tel Link Corporation, 2009 Pa. PUC LEXIS 455 (Pa. PUC 2009)* (issuing penalties for, *inter alia*, failure to timely object to discovery requests in violation of Rules 5.342(e) and 5.349(d)).

B. The Township Waived the Attorney-Client Privilege as it Relates To Certain Communications with Kristin Camp, Esq. Regarding the Settlement Agreement and the Siting of the Valve.

The Township objected to three of SPLP's Document Requests on the ground that the responsive documents are protected by the attorney-client and work-product privilege. Those Document Requests, and the Township's responses are as follow:

Document Request 7 provides:

Provide all documents that reflect communications between Kristin S. Camp and WGT, including any communications between Kristin S. Camp and Casey LaLonde, relating to the siting of Valve 344 or any other above-ground public utility facility by SPLP.

The Township objected to this request as follows:

Objection as this request seeks material covered by the attorney client privilege.

Document Request 8 provides:

Provide all documents that relate to the January 2016 meeting described by Casey LaLonde on p.67 of the Hearing Transcript.

The Township objected to this request as follows:

Objection to the extent this seeks attorney client and attorney work product privileged materials, such as the memo from Camp to the Board of Supervisors, following said meeting. Without waiving said objection, see documents provided Nos. WGT000001-WGT001985.

Document Request 18 provides:

Provide all documents that mention or relate to the March 2017 meeting identified by Mr. Casey LaLonde on pages 96-97 of the Hearing Transcript.

The Township objected to this request as follows:

Kristin Camp has notes of the meeting which are attorney work product, and therefore the Township objects. Otherwise, see documents provided, Nos. WGT000001-WGT001985.

Put simply, the Township waived the attorney-client and work product privileges when it introduced the (1) testimony, (2) sworn statements, and (3) work product of its Solicitor, Ms. Kristin Camp, in order to establish (a) the Township's interpretation of the Settlement Agreement, (b) the contents of a meeting between SPLP and the Township, (c) the siting of the Valve; and (d) the timing of SPLP's notice to the Township regarding the re-siting of the Valve. In requesting that the Township produce all documents related to the Settlement Agreement and the siting of the Valve -- including any additional documents created by, or in the possession of Ms. Camp -- SPLP is seeking documents that are germane to this litigation and are undoubtedly calculated to lead to

admissible evidence. Yet, the Township appears to be taking the position that it can selectively introduce testimony, statements, and documents belonging to Ms. Camp, while withholding others on the basis of the attorney-client or work product privilege. Pennsylvania law does not support such a twisted interpretation of the attorney-client privilege. As explained below, the communications sought through SPLP's three narrowly tailored document requests are not privileged because the Township waived any privilege when its solicitor, Ms. Camp, testified and provided a sworn affidavit on behalf of the Township. Accordingly, the Commission should find that the Township waived the attorney-client privilege, and compel the Township to provide documents that are responsive to Document Requests Numbers 7, 8, and 18, including all memoranda and communications Ms. Camp had with WGT regarding her interpretation of the Settlement Agreement with respect to the siting of the Valve..

1. The Attorney-Client Privilege Is Waived When the Party Places the Privileged Communications At Issue.

Pennsylvania courts narrowly construe the attorney-client privilege because it undermines the fact-finding process of our judicial system. *See Joyner v. Se. Pa. Transp. Auth.*, 736 A.2d 35, 38 (Pa. Commw. Ct. 1999) (“[E]xceptions to the demand for every man’s evidence are not lightly created nor expansively construed, for they are in derogation of the search for truth.” (quoting *Commonwealth v. Stewart*, 690 A.2d 195, 197 (Pa. 1997) (internal citation omitted))). In Pennsylvania, a party invoking the attorney-client privilege must establish the following elements:

- 1) The asserted holder of the privilege is or sought to become a client.
- 2) The person to whom the communication was made is a member of the bar of a court, or his subordinate.
- 3) The communication relates to a fact of which the attorney was informed by his client, without the presence of strangers, for the purpose of securing either an opinion of law, legal services or assistance in a legal matter, and not for the purpose of committing a crime or tort.
- 4) The privilege has been claimed and is not waived by the client.

Red Vision Sys., Inc. v. Nat'l Real Estate Info. Servs., L.P., 108 A.3d 54, 62-63 (Pa. Super. Ct. 2015).

If the party asserting the privilege satisfies these elements, then the party seeking disclosure must “set forth facts showing that disclosure will not violate the attorney-client privilege, e.g., because the privilege has been waived or because some exception applies.” *Salsman v. Brown*, 51 A.3d 892, 895 (Pa. Super. Ct. 2012). **It is axiomatic that a party waives the attorney-client privilege when the party places the privileged communications at issue in the litigation.** See *Salsman*, 51 A.2d at 895, n.3 (“The appellate courts of this jurisdiction have found waiver when the . . . confidential information is placed at issue.” (internal quotations and citations omitted)); see also *Naglak v. Pa. State Univ.*, 133 F.R.D. 18, 22-23 (M.D. Pa. 1990) (“To the extent that plaintiffs rely upon statements allegedly made to her by her counsel during settlement discussions to prove her claim, she has waived her attorney/client privilege.”); *Goss v. Allstate Ins. Co.*, 50 Pa. D. & C. 4th 383, 387-88, 2000 WL 33402841 (Pa. Ct. Com. Pl. 2000) (holding that plaintiff waived attorney-client privilege when plaintiff placed at issue communications she had with attorney before signing release with defendant).

“Courts recognize that, in litigation, it would be fundamentally unfair to allow a party to disclose opinions that support its position and to simultaneously conceal those that are unfavorable or adverse to its position.” *Bagwell v. Pa. Dep't of Educ.*, 103 A.3d 409, 418 (Pa. Commw. Ct. 2014); see also *Naglak*, 133 F.R.D. at 23 (“Litigants cannot, on one hand, attempt to assert a cause of action based on statements made to them by their counsel, but seek, on the other hand to prevent disclosure of those statements.”); *Nationwide Mut. Ins. Co. v. Fleming*, 924 A.2d 1259, 1265 (Pa. Super. Ct. 2007), *abrogated on other grounds* (“A litigant attempting to use attorney-client privilege as an offensive weapon by selective disclosure of favorable

privileged communications has misused the privilege; waiver of the privilege for all communications on the same subject has been deemed the appropriate response to such misuse.”).

2. The Township Waived the Attorney-Client Privilege When Ms. Camp Testified at the Hearing, Introduced Personal Notes Into Evidence, and Submitted an Affidavit in Support of the Township’s Filing.

The attorney-client privilege has been waived with respect to communications between Ms. Camp and the Township at least regarding (1) the siting of the Valve, (2) the negotiations of the Settlement Agreement, and (3) the post-Settlement Agreement meetings between SPLP and the Township because Ms. Camp testified to these topics and provided as exhibits portions of her notes to corroborate her testimony. Specifically, during the July 18, 2017 hearing before the Commission, Ms. Camp testified on behalf of the Township to the following:

- The Township’s motivation for bringing the original complaint before the Commission, as well as its motivation for settling the matter (Ex. C at 136-38)¹;
- The negotiation process, and how Ms. Camp interpreted the Settlement Agreement, including Ms. Camp’s understanding that SPLP promised to place the Valve on the SPLP Use Area. (*Id.* at 140-41);
- The contents of a January 2016 meeting between the Township and SPLP, including her recollection that SPLP never raised the issue of installing the Valve on the Janiec 2 Tract during the meeting (*Id.* at 143-46);
- That she never advised the Board of Supervisors that SPLP’s construction activities would have a permanent impact on an independent living community called Traditions (*Id.* at 147).

During the course of her direct testimony, the Township, introduced Ms. Camp’s handwritten notes regarding her mental impressions and recollection of the January 2016

¹ The pagination for Exhibit C begins at page 34. For purposes of clarity, SPLP’s citations to Exhibit C will be to the page numbers listed in the upper right section of the document.

meeting into evidence to bolster her claim that the siting of the Valve was never discussed during that meeting. (*Id.* at 148-50; *see also* Ex. D).

On cross-examination, Ms. Camp testified to her interpretation of the Settlement Agreement, including (1) her understanding that the Valve would be placed on the SPLP Use Area, and that there were representations to that effect (Ex. C at 153-54); and (2) her understanding that the Township would be allowed to evaluate SPLP's determination that engineering constraints exist. (*Id.* at 154). The Township did not object to this testimony. On re-direct examination, Ms. Camp continued to testify as to her understanding that SPLP could not unilaterally determine that engineering constraints exist. (*Id.* at 155).

In addition to her testimony, Ms. Camp also provided an affidavit in support of the Township's Response in Opposition of SPLP's Motion for Judgment on the Pleadings in which she swore, *inter alia*, to the following:

- 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 reasonable precision the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township. (Ex. E at 2).
- 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 was that if engineering constraints did not allow SPLP to construct the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known as the "SPLP Additional Acreage" and is designated Chester County Tax Parcel No. 52-1-10.1, incorrectly referred to as Parcel 52-0-10-10.1 in the Settlement Agreement. (*Id.*).
- 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 Tract"), or on any location in the Township other than on the SPLP Use Area. (*Id.*).
- My understanding as of 2015 was that the pump station, the VCU 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 would be constructed on SPLP's adjacent 4.42 acre property, designated Parcel No. 52-1-10.1, known as the SPLP Additional Acreage. (*Id.*).

- It was my understanding in 2015 that, subject to any engineering constraints, SPLP intended to construct the valve station on the SPLP Use Area as depicted in the attached map. The valve station was to be constructed on the SPLP Use Area unless SPLP was unable to do so due to engineering constraints. (*Id.*).
- 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 aboveground facilities, if any, required by the siting of Valve 344 would be constructed solely on the SPLP Use Area. (*Id.*).
- The first time I became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec 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 Tract. 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 Tract and not the SPLP Use Area. (*Id.* at 2-3).

Faced with Ms. Camp's sworn testimony, excerpts of her notes regarding the siting of the Valve, and her affidavit, SPLP served three narrowly tailored discovery requests seeking additional information concerning the siting of the Valve and her involvement with the Settlement Agreement. Each of these Requests are limited in scope because they narrowly seek only communications between Ms. Camp and WGT related to (1) the siting of Valve 344 as provided in the Settlement Agreement, and (2) the January 2016 and March 2017 meetings during which SPLP contends the Valve location was discussed. Each of these topics were addressed during Ms. Camp's testimony or in her affidavit. By allowing Ms. Camp to testify as to her interpretation of the Settlement Agreement as regards to the siting of Valve 344 and

WGT's subsequent meetings with SPLP, WGT placed these matters at issue, waived the attorney-client privilege, and has **entitled SPLP to all memoranda and communications Ms. Camp had with WGT regarding her interpretation of the Settlement Agreement with respect to the siting of the Valve.** *See Salsman*, 51 A.2d at 895, n.3.

The Township is also prohibited from making incomplete or partial discovery responses. Here, the Township introduced during the July 18, 2017 hearing multiple pages of Ms. Camp's notes related to SPLP's notice to the Township regarding the location and re-location of the Valve. (*See generally* Ex. D). The Township is therefore obligated to provide the complete set of Ms. Camp's notes and communications to the extent that they relate to the siting of the Valve. *Gen. Refractories Co. v. Fireman's Fund Ins. Co.*, 45 Pa. D. & C.4th 159, 172 (Pa. Ct. Com. Pl 2000) (directing party to correct incomplete responses to discovery requests); *Johnson v. Tray*, 43 Pa. D. & C.4th 129, 133-34 (Pa. Ct. Com. Pl 1999) (ordering party to "provide full and complete discovery responses."). Unless SPLP is allowed to review all of Ms. Camp's documents related to the siting of the Valve, the Township will unfairly benefit from the selective disclosure of Ms. Camp's notes.

At present, SPLP is unaware of the total number of documents and the nature of those documents that the Township is withholding because the Township has not produced a privilege log. The Township, however, indicated that it withheld at least two documents: (1) a memorandum Ms. Camp provided to the Board of Supervisors regarding the January 2016 meeting with SPLP; and (2) notes regarding the March 2017 meeting between SPLP and the Township. (Ex. B at 5-6).

With respect to Ms. Camp's memorandum regarding the January 2016 meeting, any privilege is waived because Ms. Camp testified that SPLP did not notify the Township of the

Valve's re-siting during their January 2016 meeting. (Ex. C at 143-46). Ms. Camp further testified, and provided corroborating notes, that had SPLP mentioned the re-siting of the Valve, she "would have advised the [B]oard [of Supervisors]" that the siting would have impacted a proposed independent living facility, which according to Ms. Camp, she did not do. *Id.* at 146-47. Faced with this testimony, SPLP now seeks documents establishing what she told the Board of Supervisors regarding the siting of the Valve. The Township cannot selectively waive the privilege regarding Ms. Camp's role during the January 2016 meeting, while claiming Ms. Camp's memorandum on that same topic is privileged. *See Bagwell*, 103 A.3d at 418. The Commission should therefore require the Township to produce Ms. Camp's memorandum to the Board of Supervisors.

With respect to Ms. Camp's notes regarding the March 2017 meeting, Ms. Camp testified at the hearing that SPLP was required to notify the Township and disclose its basis for SPLP's determination that engineering constraints exist, and that SPLP did not provide this notification and disclosure. *Id.* at 154. SPLP contests Ms. Camp's testimony, contending that SPLP provided sufficient notice and justification for the re-siting of the Valve during, *inter alia*, the March 2017 meeting between SPLP and the Township. *Id.* at 211. Once again, the Township waived any privilege on this topic when Ms. Camp testified regarding the topics discussed above. Now, the Township seeks to reimpose the privilege when SPLP requested additional information and documents regarding the March 2017 meeting. The Commission should therefore require the Township to produce Ms. Camp's notes regarding the March 2017 meeting. *Nationwide Mut. Ins. Co.*, 924 A.2d at 1265 ("A litigant attempting to use attorney-client privilege as an offensive weapon by selective disclosure of favorable privileged communications

has misused the privilege; waiver of the privilege for all communications on the same subject has been deemed the appropriate response to such misuse.”).

C. SPLP’s Document Requests Are Narrowly Tailored.

The Township objected to seven of SPLP’s Discovery Requests on the ground that the Requests are overbroad. The Township’s objections are meritless because the Requests at issue are narrowly tailored by time and/or subject matter, and are reasonably calculated to lead to the discovery of admissible evidence. Those Document Requests, and the Township’s responses thereto, are as follow:

Document Request 6 provides:

Provide all documents in WGT’s possession, custody or control that mention the Settlement Agreement.

The Township objected to this request as follows:

Objection in that this request is overly broad and unduly burdensome. Notwithstanding, see documents provided, Nos. WGT000001-WGT001985.

Document Request 11 provides:

Provide all documents received by WGT that mention or relate to the siting of Valve 344.

The Township objected to this request as follows:

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

Document Request 12 provides:

Provide all documents prepared by WGT that mention or relate to the siting of Valve 344.

The Township objected to this request as follows:

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

Document Request 13 provides:

Provide all documents received by WGT that mention or relate to the Settlement Agreement.

The Township objected to this request as follows:

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

Document Request 14 provides:

Provide all documents prepared by WGT that mention or relate to the Settlement Agreement.

The Township objected to this request as follows:

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

Document Request 16 provides:

Provide all documents in WGT's possession, custody, or control that mention or relate to the siting of Valve 344.

The Township objected to this request as follows:

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

“[A]s a general rule, discovery is liberally allowed with respect to any matter, not privileged, which is relevant to the cause being tried.” *George v. Schirra*, 814 A.2d 202, 204 (Pa. Super. Ct. 2002); *see also Koken v. One Beacon Ins. Co.*, 911 A.2d 1021, 1025 (Pa. Commw. Ct. 2006) (“Discovery is liberally allowed, and all doubts should be resolved in favor of permitting discovery.”). “Pre-trial discovery is effective when each party has all relevant information it needs to properly prepare a case. [The] discovery rules are designed to eliminate trial by surprise.” *MacIntire v. McLaughlin*, 4755 CV 2005, 2006 WL 561228, at *2 (Pa. Ct. Com. Pl Feb. 21, 2006)

Each of the Discovery Requests specifically seek highly relevant information that is germane to central issues of this case, namely (1) the Settlement Agreement and/or (2) the siting of Valve 344. The Township cannot reasonably argue that any discovery requests relating to these key issues are overbroad, overly burdensome, or not reasonably calculated to lead to admissible evidence, especially when the Township initiated this action in the first place. SPLP requests that the Township be compelled to provide complete responses to their Discovery Requests.

D. The Township's Document Productions Are Deficient.

The Township appears to have failed to produce certain documents in the possession, custody, or control of its Board of Supervisors. Similarly, the Township has failed to produce certain documents related to the March 2017 meeting between SPLP and the Township.

Under the "Instructions and Definitions" section of its Document Requests, SPLP explicitly defines the terms "you" and "your" to mean "West Goshen Township and its officers, employees, agents, and representatives." The "officers" and "representatives" of the Township are the elected members of the Board of Supervisors. *See* WEST GOSHEN TOWNSHIP BOARD OF SUPERVISORS, <https://www.westgoshen.org/government/boards-and-commissions/board-of-supervisors/> (last visited Sept. 15, 2017). Indeed, the Board of Supervisors is the entity that authorized the Township to move forward in bringing this action against SPLP. The members of the Township's Board of Supervisors are Phillip J. Corvo, Jr., Christopher Pielli, Edward G. Meakim, Jr., Raymond H. Halvorsen, and Hugh J. Purnell, Jr. *Id.* Yet, despite their pivotal role in this case, the Township has not produced any emails, documents, or communications from any of these individuals.

Based on SPLP's review of the documents produced, it appears that the Township searched primarily through the email inboxes and documents of its outside counsel High Swartz

LLP, and possibly Casey LaLonde, the Township Manager. The Township was also obligated to review the inboxes belonging to each member of the Board of Supervisors, and produce all responsive emails. There is no indication that the Township reviewed or produced emails, notes, communications, or other documents in the possession, custody, or control of the Board of Supervisors.

In addition to emails, SPLP issued a number of Document Requests that target documents and communications in the possession, custody, or control of the Board of Supervisors. For example, SPLP requested (1) official transcripts and minutes of the executive sessions of the Board of Supervisors that discuss the Valve and the Settlement Agreement (Document Requests 1-2); (2) documents that relate to any meeting the Board of Supervisors had with Casey LaLonde that discuss the Valve or the Settlement Agreement (Document Requests 3-4); (3) documents that mention the Valve or Settlement Agreement that are in the possession, custody, or control of the Board of Supervisors (Document Request 5-6); and (4) documents prepared or received by the Board of Supervisors relating to the Valve or Settlement Agreement (Document Requests 11-14). Each of these Requests are targeted at documents and communications in the possession, custody, or control of the Board of Supervisors. Yet, it appears that the Township has failed to produce, or even review, documents belonging to the Board.

Finally, under Document Request 18, the Township was obligated to provide all documents that mention or relate to the March 2017 meeting between the Township and SPLP. One of the attendees at the meeting was Casey LaLonde, the Township Manager. Despite his attendance and active participation in the meeting, the Township appears to have failed to produce any documents that are in Mr. LaLonde's possession, custody, or control that relate to the March 2017 meeting. It strains credulity that Mr. LaLonde has zero documents or

communications that are responsive to Document Request 18, and the Commission should order the Township to produce such documents.

In short, SPLP respectfully requests an order compelling the production of all documents in the possession, custody, or control of the individual members of the Board of Supervisors including:

- (1) Official transcripts and minutes of the executive sessions of the Board of Supervisors that discuss the Valve and the Settlement Agreement;
- (2) Documents that relate to any meeting the Board of Supervisors had with Casey LaLonde that discuss the Valve or the Settlement Agreement;
- (3) Documents that mention the Valve or Settlement Agreement that are in the possession, custody, or control of the Board of Supervisors; and
- (4) Documents prepared or received by the Board of Supervisors relating to the Valve or Settlement Agreement.

SPLP also respectfully request that the Township be compelled to produce all documents in the custody, possession, or control of Mr. Casey LaLonde regarding the March 2017 meeting.

III. CONCLUSION

For the reasons set forth above, SPLP respectfully requests that the Pennsylvania Public Utility Commission dismiss the Township's objections as untimely and order the Township to produce all responsive documents within 10 days of this Order. Alternatively, SPLP respectfully requests that the Commission makes the following findings:

1. The Township has waived the attorney-client and work product privileges as applied to communications with Ms. Kristin Camp, and is ordered to produce documents responsive to Document Requests 7, 8, and 18 within 10 days of this Order;
2. The Township's objections to Discovery Requests 6, 11, 12, 13, 14, and 16 as being over broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence are overruled, and the Township is ordered to produce all documents and communications responsive to Discovery Requests 6, 11, 12, 13, 14, and 16 within 10 days of this Order; and
3. The Township is ordered to review and produce all documents in the possession, custody, or control of each member of the West Goshen Township Board of Supervisors that are responsive to SPLP's Discovery Requests. Such review shall include, but is not limited to, the official Township email inboxes of each member of the Board of Supervisors, meeting minutes or official transcripts of the Executive Sessions of the Board of Supervisors where the Settlement Agreement or Valve was discussed, and any notes, communications, or other documents in the possession, custody, or control of the Board of Supervisors relating to the Valve or Settlement Agreement. All responsive documents in the possession, custody, or control of the Board of Supervisors shall be produced within 10 days of this Order.

Respectfully submitted,

BLANK ROME LLP

Dated: September 21, 2017

Christopher A. Lewis

Christopher A. Lewis (I.D. No. 29375)

Frank L. Tamulonis (I.D. No. 208001)

Michael Montalbano III (I.D. No. 320943)

One Logan Square

130 N. 18th Street

Philadelphia, PA 19103

(215) 569-5500

Lewis@BlankRome.com

FTamulonis@BlankRome.com

MMontalbano@BlankRome.com

CERTIFICATE OF SERVICE

I, Michael J. Montalbano, certify that on September 21, 2017, I caused a true and correct copy of the foregoing Motion To Dismiss Objections and Compel Production of Documents to be served upon the party listed below by electronic mail and U.S. Mail, first-class, postage prepaid, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

Honorable Elizabeth H. Barnes
PO Box 3265
Harrisburg, PA 17105-3265
ebarnes@pa.gov

David Brooman, Esquire
Douglas Wayne, Esquire
High Swartz, LLP
40 East Airy Street
Norristown, PA 19404
dbrooman@highswartz.com
dwayne@highswartz.com

Michael J. Montalbano

Michael J. Montalbano
Attorney for Sunoco Pipeline L.P.

Exhibit A

BLANK ROME LLP

Christopher A. Lewis (I.D. No. 29375)
Frank L. Tamulonis (I.D. No. 208001)
Michael Montalbano (I.D. No 320943)
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Phone: (215) 569-5500
Facsimile: (215) 832-5793
Email: Lewis@BlankRome.com
FTamulonis@BlankRome.com
MMontalbano@BlankRome.com

*Attorneys for Defendant
Sunoco Pipeline L.P.*

WEST GOSHEN TOWNSHIP AND :
CONCERNED CITIZENS OF WEST :
GOSHEN TOWNSHIP :
Complainant, :
v. :
SUNOCO PIPELINE L.P., :
Respondent. :

Docket No. C-2017-2589346

**SUNOCO PIPELINE LP’S REQUESTS FOR PRODUCTION OF DOCUMENTS,
REQUESTS FOR ADMISSION, AND INTERROGATORIES (FIRST SET)**

Respondent, Sunoco Pipeline LP, by and through its counsel in this matter, Blank Rome, LLP, and pursuant to the Pennsylvania Public Utility Commission’s (“Commission”) Regulations at 52 Pa. Code §§ 5.349, 5.350, and 5.341 *et. seq.*, hereby propound the following Requests for Production of Documents, Requests for Admission, and Interrogatories upon the Complainant in this matter, West Goshen Township. Said answers are due within 20 days from the date of service.

INSTRUCTIONS AND DEFINITIONS

1. The term “**Discovery Requests**” means these requests for production of documents, requests for admission, and interrogatories.
2. The term “**Complainant**” means West Goshen Township (the “Township” or “WGT”).
3. The term “**Respondent**” means Sunoco Pipeline LP (“SPLP”).
4. The “**Complaint**” means the First Amended Formal Complaint filed in the above-captioned proceeding against SPLP on March 30, 2017.
5. The “**Hearing Transcript**” means the transcript of the testimony provided in the above-captioned proceeding during the July 18, 2017 hearing before Administrative Law Judge Elizabeth Barnes of the Public Utility Commission.
6. The terms “**you**” and “**your**” means West Goshen Township and its officers, employees, agents, and representatives.
7. The term “**PAPUC**” means Pennsylvania Public Utility Commission.
8. The term “**Settlement Agreement**” means the settlement agreement entered into by WGT, SPLP, and Concerned Citizens of West Goshen Township in 2015, and is filed under PAPUC docket number U-2015-2486071.
9. The term “**Concerned Citizens of West Goshen Township**” means the members of the group “Concerned Citizens of West Goshen Township” (“CCWGT”) as identified in Appendix 6 of the Settlement Agreement, and their representatives, agents, and attorneys.
10. The terms “**SPLP Existing Site**” and “**SPLP Additional Acreage**” and “**SPLP Use Area**” shall have the same definitions as they do in the Settlement Agreement.
11. The term “**Mariner East Project**” shall have the same definition as it does in Section II.A.1 of the Settlement Agreement.
12. The term “**Valve 344**” means the valve station identified in Section II.A.2 of the Settlement Agreement.
13. The term “**Janiec 2 Tract**” means the 6.646-acre tract of land, which is located on the north side of Boot Road and east of Route U.S. 202, as described by WGT’s witnesses in the Hearing Transcript.
14. The term “**Traditions Development**” means the independent living facility that was slated to be built on the Janiec 2 Tract.
15. The term “**basis**” when used in reference to an allegation, contention, testimony, interpretation, claim, or demand means each item of information upon which the referenced allegation, contention, claim or demand is based.

16. The term “**communication**” means not only oral communications and recordings, but also any “documents” (as such term is defined herein), whether or not such document or the information contained therein was transmitted by its author to any other person.
17. The terms “**describe**” and “**description**” mean:
- (a) provide a descriptive statement or account thereof, including but not limited to the general nature of the subject and its time or location;
 - (b) identify each person who has any knowledge thereof;
 - (c) identify each document which refers thereto, or which was used, referred to, or prepared in the course of, or as a result thereof, and
 - (d) identify each oral communication which refers thereto, or which occurred in the course of or as a result thereof.
18. The term “**document**” means any written, printed, typed, or other graphic matter of any kind or nature, however produced or reproduced, whether sent or received or neither, including drafts and copies bearing notations or marks not found in the original, and includes, but is not limited to:
- (a) all contracts, agreements, representations, warranties, certificates, opinions;
 - (b) all letters or other forms of correspondence or communication, including envelopes, notes, telegrams, cables, telex messages, text messages, instant messages, email and electronic mail, messages (including reports, notes, notations, and memoranda of or relating to telephone conversations or conferences);
 - (c) all memoranda, reports, test results, financial statements or reports, notes, transcripts, tabulations, studies, analyses, evaluations, projections, work papers, government records or copies thereof, lists, comparisons, questionnaires, surveys, charts, graphs, summaries, extracts, statistical records, compilations;
 - (d) all desk calendars, appointment books, diaries;
 - (e) all books, articles, press releases, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, manuals;
 - (f) all minutes or transcripts of all meetings; and/or
 - (g) all photographs, microfilms, phonographs, tapes or other records, punch cards, magnetic tapes, print-outs, and other data compilations from which information can be obtained.
19. When used in reference to a **natural person**, the terms “**identify**,” “**identity**,” or “**identification**” mean to provide the following information:
- (a) the person’s full name;

- (b) the person's present or last-known business and residential addresses;
 - (c) the person's present or last-known business affiliation; and
 - (d) the person's present or last-known employment position (including job title and a description of job responsibilities).
20. When used with reference to any entity other than a natural person, the terms "**identify**," "**identity**," or "**identification**" mean to provide the following information:
- (a) its full name;
 - (b) the address of its principal place of business;
 - (c) in the case of a corporation, the names of its directors and principle officers; and
 - (d) in the case of an entity other than a corporation, the identities of its partners or principals or all individuals who acted or authorized another to act on its behalf in connection with the matters referred to.
21. When used in reference to a document, the terms "**identify**," "**identity**," or "**identification**" mean to provide the following information:
- (a) the nature of the document (e.g., letter, contract, memorandum) and any other information (i.e., its title, index, or file number) which would facilitate in the identification thereof;
 - (b) its date of preparation;
 - (c) its present location and the identity of its present custodian, or if its present location and custodian are not known, a description of its last known disposition);
 - (d) its subject matter and substance or, in lieu thereof, attach a legible copy of the document to the answers of those interrogatories;
 - (e) the identity of each person who performed any function or had any role in connection therewith (i.e., author, contributor of information, recipient, etc.) or who has any knowledge; and
 - (f) if the document has been destroyed or is otherwise no longer in existence or cannot be found, the reason why such document no longer exists, the identity of the people responsible for the document no longer being in existence and of its last custodian.
22. When used in connection with an oral communication, the terms "**identify**," "**identity**," and "**identification**" mean to provide the following information:
- (a) the general nature (i.e., conference, telephone communication, etc.);
 - (b) the time and place of its occurrence;

- (c) its subject matter and substance;
 - (d) the identity of each person who performed any function or had any role in connection therewith or who has any knowledge thereof, together with a description of each such person's function, role, or knowledge; and
 - (e) the identity of each document which refers thereto or which was used, referred to, or prepared in the course or as a result thereof.
23. The term "**person**" means all natural persons, corporations, partnerships, or other business associations, public authorities, municipal corporations, state governments, local governments, all governmental bodies, and all other legal entities.
24. The terms "**relating to**," "**related to**" and "**relate to**" shall mean referring to, describing, evidencing, constituting, reflecting, memorializing, discussing, explaining, evaluating, reviewing, concerning, impinging upon or impacting the subject matter of the request.
25. Scope of Discovery Requests: the Discovery Requests refer to all discoverable material, including documents and communications, that is in the possession, custody, or control of WGT.
26. Answer by Reference to Documents: If any interrogatory is answered by reference to a document or group of documents, with respect to each such interrogatory answer, identify the specific document or documents containing the requested information.
27. Inability to Answer: If any interrogatory cannot be answered after conducting a reasonable investigation, state:
- (a) the answer to the extent possible;
 - (b) what information cannot be provided; and
 - (c) what efforts were made to obtain the unknown information.
28. Inclusive Interpretation: The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation."
29. Interpretation of Pronouns: A masculine, feminine or neuter pronoun shall not exclude the other genders.
30. Objections: If any item requested in a Discovery Request is withheld pursuant to an objection, state the basis for the objection and provide requested items for which the objection does not apply. Without limiting the generality of the foregoing, if any item requested is withheld pursuant to an objection as to the period for which an item is requested, state the basis for the objection and provide items for that portion of the period to which the objection does not apply.

31. Production Format: All documents that exist in electronic format shall be produced in the native format in which they are maintained, unless the parties agree to an alternative means of production.
32. Continuing Nature of Request: the Discovery Requests are continuing, and WGT has an obligation to supplement the Discovery Requests in the event that more discoverable information is identified, generated, or becomes available.

DISCOVERY REQUESTS
REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Provide the official transcripts and minutes of all meetings of the WGT Supervisors, including any Executive Sessions, at which the siting of Valve 344 was discussed.
2. Provide the official transcripts and minutes of all meetings of the WGT Supervisors, including any Executive Sessions, at which the Settlement Agreement was discussed.
3. Provide all documents that relate to any meeting attended by Casey LaLonde at which the siting of Valve 344 was discussed.
4. Provide all documents that relate to any meeting attended by Casey LaLonde at which the Settlement Agreement was discussed.
5. Provide all documents in WGT's possession, custody or control that mention Valve 344.
6. Provide all documents in WGT's possession, custody or control that mention the Settlement Agreement.
7. Provide all documents that reflect communications between Kristin S. Camp and WGT, including any communications between Kristin S. Camp and Casey LaLonde, relating to the siting of Valve 344 or any other above-ground public utility facility by SPLP.
8. Provide all documents that relate to the January 2016 meeting described by Casey LaLonde on p.67 of the Hearing Transcript.
9. Provide all documents received by WGT from January 1, 2014 to the present that relate to SPLP.
10. Provide all documents prepared by WGT from January 1, 2014 to the present that relate to SPLP.
11. Provide all documents received by WGT that mention or relate to the siting of Valve 344.
12. Provide all documents prepared by WGT that mention or relate to the siting of Valve 344.
13. Provide all documents received by WGT that mention or relate to the Settlement Agreement.
14. Provide all documents prepared by WGT that mention or relate to the Settlement Agreement.
15. Provide all documents prepared or received by WGT in 2016 that relate to the Traditions Development.

16. Provide all documents in WGT's possession, custody, or control that mention or relate to the siting of Valve 344.
17. Provide all documents that mention, relate to, or discuss WGT Ordinance No. 4-2014.
18. Provide all documents that mention or relate to the March 2017 meeting identified by Mr. Casey LaLonde on pages 96-97 of the Hearing Transcript.
19. Provide the official transcript of the April 14, 2015 Sunoco Pump Station Settlement Agreement Meeting—West Goshen Township Board of Supervisors Special Meeting, identified at <http://www.westgoshen.org/download/Minutes/Supervisors/archived/2015/041415.pdf>.
20. Provide the official transcript of the continued discussion of the Sunoco Pump Station Settlement Agreement that is identified in the third and fourth paragraphs in the minutes of the May 13, 2015 West Goshen Township Board of Supervisors Meeting.
21. Provide all documents and communications regarding any traffic study conducted within the past 8 years with respect to Boot Road and U.S. Route 202.
22. Provide all documents identified in your responses to Respondent's Interrogatories.
23. Provide all documents relied upon by you in answering Respondent's Interrogatories.

INTERROGATORIES

1. Describe WGT's understanding of the term "engineering constraints" as used in Paragraph II.A.2 of the Settlement Agreement.
2. Identify all documents relied upon by WGT to support the understanding set forth in its response to Interrogatory No. 1.
3. Describe WGT's understanding of the term "notify" as used in Paragraph II.A.2 of the Settlement Agreement.
4. Identify all documents relied upon by WGT to support the understanding set forth in its response to Interrogatory No. 3.
5. Identify any locations where Valve 344 can be sited if engineering constraints prevent Valve 344 from being sited in the SPLP Use Area.
6. Identify the basis for your response to Interrogatory No. 5.
7. Do you contend that the Pennsylvania Department of Transportation would issue a permit to SPLP that would permit SPLP to open-cut Boot Road from Ship Road to the Boot Road Pump Station?
8. If your answer to Interrogatory No. 7 is anything other than an unequivocal negative, identify the basis for your response.
9. Identify all documents relied on by WGT to support its response to Interrogatory Nos. 7 and 8.
10. Do you contend that it is feasible and safe to site Valve 344 in the SPLP Use Area?
11. Identify all documents relied on by WGT to support its response to Interrogatory No. 10.
12. Identify all persons who were present at the January 2016 meeting described by Casey LaLonde at p. 67 of the Hearing Transcript.
13. Identify the substance of all communications made at the January 2016 meeting described by Casey LaLonde at p. 67 of the Hearing Transcript.
14. Identify all persons who were present at the March 2017 meeting described by Casey LaLonde at pp. 96-97 of the Hearing Transcript.
15. Identify the substance of all communications made at the March 2017 meeting described by Casey LaLonde at pp. 96-97 of the Hearing Transcript.
16. Identify when WGT first received notice that SPLP intended to site Valve 344 on the Janiec 2 Tract.
17. Identify all documents relied upon by WGT to support its response to Interrogatory No. 16.
18. Do you contend that SPLP was required to obtain WGT's consent to relocate Valve 344?
19. Identify all documents relied on by WGT to support its response to Interrogatory No. 18.

20. Do you contend that SPLP was required to consult with WGT before SPLP made the decision to relocate Valve 344?
21. Identify all documents relied on by WGT to support its response to Interrogatory No. 20.
22. Do you contend that WGT has a right to review the engineering determinations made by SPLP with respect to the siting of Valve 344?
23. Identify all documents relied on by WGT to support its response to Interrogatory No. 22.
24. Do you contend that there is a deadline for the notification required by Paragraph II.A.2 of the Settlement Agreement?
25. If your response to Interrogatory No. 24 is anything other than an unequivocal negative, identify the basis for your response.
26. Identify all documents upon which you rely to support your response to Interrogatory Nos. 24 and 25.
27. Do you contend that the written Settlement Agreement does not represent the entire agreement of the parties with respect to the siting of Valve 344?
28. If your response to Interrogatory No. 27 is anything other than an unequivocal negative, please identify:
 - a. each promise or covenant that is part of the parties' agreement but is not contained in the written Settlement Agreement;
 - b. the date on which such promise or covenant was made;
 - c. the person who made the promise or covenant;
 - d. all documents that reflect or mention the promise or covenant; and
 - e. all documents upon which you rely to support your response to this Interrogatory.

Respectfully submitted,

BLANK ROME LLP

Dated: August 21, 2017

Christopher A. Lewis
Christopher A. Lewis (I.D. No. 29375)
Frank L. Tamulonis (I.D. No. 208001)
Michael Montalbano (I.D. No. 320943)
One Logan Square
130 N. 18th Street
Philadelphia, PA 19103
Phone: (215) 569-5500
Facsimile: (215) 832-5793
Email: Lewis@BlankRome.com
FTamulonis@BlankRome.com
MMontalbano@BlankRome.com

CERTIFICATE OF SERVICE

I, Michael J. Montalbano, certify that on August 21, 2017, I caused a true and correct copy of the foregoing Sunoco Pipeline LP's Requests for Production of Documents, and Interrogatories (First Set) to be served upon the party listed below by electronic mail and U.S. Mail, first-class, postage prepaid, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

David Brooman, Esquire
Douglas Wayne, Esquire
High Swartz, LLP
40 East Airy Street
Norristown, PA 19404
dbrooman@highswartz.com
dwayne@highswartz.com

Michael J. Montalbano

Michael J. Montalbano
Attorney for Sunoco Pipeline L.P.

Exhibit B

HIGH SWARTZ LLP
David J. Brooman, Esquire (I.D. No. 36571)
Richard C. Sokorai, Esquire (I.D. No. 80708)
Mark R. Fischer, Jr., Esquire (I.D. No. 94043)
40 East Airy Street
Norristown, PA 19404
(t) 610-275-0700
(f) 610-275-5290
dbrooman@highswartz.com
rsokorai@highswartz.com
mfischer@highswartz.com

WEST GOSHEN TOWNSHIP AND
CONCERNED CITIZENS OF WEST
GOSHEN TOWNSHIP

Complainant,

v.

SUNOCO PIPELINE L.P.,

Respondent.

Docket No. C-2017-2589346

**COMPLAINANT WEST GOSHEN TOWNSHIP'S ANSWERS AND OBJECTIONS TO
SUNOCO PIPELINE LP'S REQUESTS FOR PRODUCTION OF DOCUMENTS, AND
INTERROGATORIES (FIRST SET)**

Complainant West Goshen Township ("Township" or "WGT") hereby objects and responds to the Requests for Production of Documents and Interrogatories¹ propounded by Respondent Sunoco Pipeline LP ("SPLP" or "Sunoco").

¹ While the title of the discovery document served on Complainant lists "Request for Admissions" in the title, no Request for Admissions were included or served.

GENERAL OBJECTIONS TO DOCUMENT REQUESTS AND INTERROGATORIES

1. Township objects to the Plaintiffs' Request for Production of Documents and Interrogatories ("Discovery Requests") to the extent that they seek material that is protected by the attorney-client privilege, the work product doctrine, or any other applicable claim of privilege.
2. Township objects to the Discovery Requests insofar as they seek information and documents that are not currently in Township's possession, custody, or control.
3. Township objects to the Discovery Requests insofar as they seek information that is neither relevant nor material to the subject matter involved in the pending action nor reasonably calculated to lead to the discovery of admissible evidence.
4. Township objects to the Discovery Requests insofar as they purport to impose obligations beyond the scope of discovery permitted by the relevant regulations.
5. Township objects to the Discovery Requests Requests insofar as they are unreasonably broad and unreasonably burdensome.
6. Township objects to the Discovery Requests to the extent that they are propounded in bad faith, in violation of Pa. R.C.P. 4011.
7. Township objects to the Discovery Requests to the extent that they will cause unreasonable annoyance, embarrassment, oppression, burden, or expense to Township and to non-parties to this litigation.
8. Township objects to the Discovery Requests insofar as they are unreasonably cumulative or duplicative.
9. Township objects to the Discovery Requests insofar as they seek information that is more appropriately obtained through other means of discovery, including depositions.

10. Township objects to the Discovery Requests insofar as they seek information already in the knowledge, possession, or control of Respondents.

11. Township objects to the Discovery Requests in they are overly broad and burdensome, without reasonably identifying documents sought.

12. Township objects to the Discovery Requests insofar as they are protected from disclosure by statute.

13. Township objects to the Discovery Requests to the extent that they have already been asked and answered at the hearing on the Interim Emergency Order.

14. All of the General Objections are applicable to and are hereby incorporated into each and every objection and response to each specific Discovery Request, and any response by Township is made without waiver of the General Objections.

DISCOVERY REQUESTS
REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Provide the official transcripts and minutes of all meetings of the WGT Supervisors, including any Executive Sessions, at which the siting of Valve 344 was discussed.

The transcripts of meetings dated April 14, 2015 and May 13, 2015 (as well as transcripts dated October 8, 2014 related to adopting an ordinance and April 3, 2014 related to a zoning hearing) are bates marked and available for review at the offices of High Swartz or by purchase from Alexis B Finlan, Official Court Reporter. Township does not have authority to provide copies of the transcripts from the court reporter. In addition, see documents provided, Nos. WGT00001-WGT001985.

2. Provide the official transcripts and minutes of all meetings of the WGT Supervisors, including any Executive Sessions, at which the Settlement Agreement was discussed.

See response to Request No. 1 and documents provided, Nos. WGT000001-WGT001985.

3. Provide all documents that relate to any meeting attended by Casey LaLonde at which the siting of Valve 344 was discussed.

See documents provided, Nos. WGT000001-WGT001985.

4. Provide all documents that relate to any meeting attended by Casey LaLonde at which the Settlement Agreement was discussed.

See documents provided Nos. WGT000001-WGT001985.

5. Provide all documents in WGT's possession, custody or control that mention Valve 344.

See documents provided, Nos. WGT000001-WGT001985. In addition, the November 2016 and February 2017 E&S Plan binders submitted by Sunoco are voluminous, available for review by Sunoco at the offices of High Swartz and are equally available to Sunoco, as they were prepared by Sunoco's representatives.

6. Provide all documents in WGT's possession, custody or control that mention the Settlement Agreement.

Objection in that this request is overly broad and unduly burdensome. Notwithstanding, see documents provided, Nos. WGT000001-WGT001985.

7. Provide all documents that reflect communications between Kristin S. Camp and WGT, including any communications between Kristin S. Camp and Casey LaLonde, relating to the siting of Valve 344 or any other above-ground public utility facility by SPLP.

Objection as this requests seeks material covered by the attorney client privilege.

8. Provide all documents that relate to the January 2016 meeting described by Casey LaLonde on p.67 of the Hearing Transcript.[I wonder if Casey has any emails where this meeting was set up.

Objection to the extent this seeks attorney client and attorney work product privileged materials, such as the memo from Camp to the Board of Supervisors, following said meeting. Without waiving said objection, see documents provided Nos. WGT000001-WGT001985.

9. Provide all documents received by WGT from January 1, 2014 to the present that relate to SPLP.

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

10. Provide all documents prepared by WGT from January 1, 2014 to the present that relate to SPLP.

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

11. Provide all documents received by WGT that mention or relate to the siting of Valve 344.

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

12. Provide all documents prepared by WGT that mention or relate to the siting of Valve 344.

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided Nos. WGT000001-WGT001985.

13. Provide all documents received by WGT that mention or relate to the Settlement Agreement.

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

14. Provide all documents prepared by WGT that mention or relate to the Settlement Agreement.

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided Nos. WGT000001-WGT001985.

15. Provide all documents prepared or received by WGT in 2016 that relate to the Traditions Development.

See documents provided Nos. WGT000001-WGT001985.

16. Provide all documents in WGT's possession, custody, or control that mention or relate to the siting of Valve 344.

Objection as this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see documents provided, Nos. WGT000001-WGT001985.

17. Provide all documents that mention, relate to, or discuss WGT Ordinance No. 4-2014.

See documents provided, Nos. WGT000001-WGT001985.

18. Provide all documents that mention or relate to the March 2017 meeting identified by Mr. Casey LaLonde on pages 96-97 of the Hearing Transcript

Kristin Camp has notes of the meeting which are attorney work product, and therefore the Township objects. Otherwise, see documents provided, Nos. WGT000001-WGT001985.

19. Provide the official transcript of the April 14, 2015 Sunoco Pump Station Settlement Agreement Meeting—West Goshen Township Board of Supervisors Special Meeting, identified at <http://www.westgoshen.org/download/Minutes/Supervisors/archived/2015/041415.pdf>.

See response to Request No. 1 above.

20. Provide the official transcript of the continued discussion of the Sunoco Pump Station Settlement Agreement that is identified in the third and fourth paragraphs in the minutes of the May 13, 2015 West Goshen Township Board of Supervisors Meeting.

See response to Request No. 1 above.

21. Provide all documents and communications regarding any traffic study conducted within the past 8 years with respect to Boot Road and U.S. Route 202.

See documents provided, Nos. WGT000001-WGT001985.

22. Provide all documents identified in your responses to Respondent's Interrogatories.

See documents provided, Nos. WGT000001-WGT001985.

23. Provide all documents relied upon by you in answering Respondent's Interrogatories.

See documents provided, Nos. WGT000001-WGT001985.

INTERROGATORIES

1. Describe WGT's understanding of the term "engineering constraints" as used in Paragraph II.A.2 of the Settlement Agreement.

Engineering strictures, restrictions or limitations that would render Sunoco unable to put the valve station where agreed in the SPLP Use Area. See Merriam Webster definition of constraint "a constraining condition"; definition of constrain "to force by imposed stricture, restriction or limitation".

2. Identify all documents relied upon by WGT to support the understanding set forth in its response to Interrogatory No. 1.

See Merriam-Webster web based dictionary. See also the Settlement Agreement.

3. Describe WGT's understanding of the term "notify" as used in Paragraph II.A.2 of the Settlement Agreement.

To give formal notice. See Merriam Webster web based dictionary. See also Black's Law Dictionary, Seventh Edition, notify "to inform in writing or by any method that is understood".

4. Identify all documents relied upon by WGT to support the understanding set forth in its response to Interrogatory No. 3.

See Merriam Webster web based dictionary' Blacks Law Dictionary, Seventh Edition.

5. Identify any locations where Valve 344 can be sited if engineering constraints prevent Valve 344 from being sited in the SPLP Use Area.

Unknown at this time. Assuming only for this question that engineering constraints make Sunoco unable to locate the Valve on the location in the SPLP Use Area where agreed, the Township would have to review the engineering and any other relevant information and consult with relevant experts before reaching such an understanding, as to where else in the SPLP Use Area would be an acceptable location and if not possible, then where else in the SPLP Additional Acreage. Presumably, in that instance, Sunoco would work collaboratively with the Township to identify an acceptable solution on the SPLP Additional Acreage as any responsible corporate citizen and good neighbor would do.

6. Identify the basis for your response to Interrogatory No. 5.

The Settlement Agreement, common sense and lack of information provided thus far by Sunoco.

7. Do you contend that the Pennsylvania Department of Transportation would issue a permit to SPLP that would permit SPLP to open-cut Boot Road from Ship Road to the Boot Road Pump Station?

Unknown at this time. If an open cut was proposed at any point along this stretch, the Township and PennDOT would have to review engineering and any other relevant information to be provided by Sunoco and consult with relevant experts before reaching such an understanding. Presumably, Sunoco would work collaboratively with the Township and PennDOT to identify an acceptable solution as any responsible corporate citizen and good neighbor would do.

8. If your answer to Interrogatory No. 7 is anything other than an unequivocal negative, identify the basis for your response.

Common sense and the lack of information provided thus far by Sunoco.

9. Identify all documents relied on by WGT to support its response to Interrogatory Nos. 7 and 8.

None at this time. Any such documents, if they exist, would be in the possession or control of Sunoco. Investigation is continuing.

10. Do you contend that it is feasible and safe to site Valve 344 in the SPLP Use Area?

Sunoco agreed to site valve 344 on the SPLP Use Area which formed the basis for the settlement. Sunoco has not demonstrated that it is not feasible and safe. Therefore, yes, the Township contends it is feasible and safe.

11. Identify all documents relied on by WGT to support its response to Interrogatory No. 10.

See the Settlement Agreement and the Hearing Transcript.

12. Identify all persons who were present at the January 2016 meeting described by Casey LaLonde at p. 67 of the Hearing Transcript.

Casey Lalonde recalled the following attendees of the meeting during his testimony at the IEO hearing: Casey Lalonde, Township Solicitor Kristin Camp and possibly Township Engineer Rick Craig and Assistant Township Manager Derek Davis (Hearing Transcript pp. 67-69), Sunoco Counsel Kathleen Shea and Sunoco Project Engineer Matthew Gordon, a Sunoco relationship manager known as Donnie Z or

Zelkowitz, and perhaps agents from Percheron and Ivana Wolfe (Hearing Transcript pp. 143-144.)

Township Solicitor Kristin Camp recalls the following attendees of the meeting: Casey Lalonde, Township Solicitor Kristin Camp and Township Engineer Rick Craig, and Sunoco representatives Ivana Wolf, Shannon Gwin, Donnie Z or Zelkowitz, Matt Gordon and Hank Alexander.

13. Identify the substance of all communications made at the January 2016 meeting described by Casey LaLonde at p. 67 of the Hearing Transcript.

Sunoco representatives communicated to the Township the status of the acquisition of easements needed to install the pipelines for Mariner East; Sunoco's intended use of the Janiec II Tract was as a "lay down" area for pipes; that Sunoco would access the Janiec II Tract via Culbertson Drive; that directional drilling would be used; the proposed timeline for installation of the pipes in West Goshen; and, the status of obtaining all necessary governmental permits. A valve or other permanent above ground facilities being located there was never discussed. See notes of Kristin Camp summarizing the meeting.

14. Identify all persons who were present at the March 2017 meeting described by Casey LaLonde at pp. 96-97 of the Hearing Transcript.

Casey LaLonde recalled the following participants in the meeting: Sunoco's general counsel Kathleen Shea, Township special counsel David Brooman, Township Solicitor Kristin Camp, Sunoco Project Engineer Matthew Gordon, Sunoco's Counsel Chris Lewis and a Sunoco representative named Hank Alexander.

Kristin Camp's recollection and notes reflect the following participants in the meeting: David Brooman, Casey LaLonde, Township Solicitor Kristin Camp and Sunoco representatives Donnie Z or Zelkowitz, Hank Alexander, Matt Gordon, Chris Lewis, Mike Montalbano, Joe McGinn and Kathleen Shea.

15. Identify the substance of all communications made at the March 2017 meeting described by Casey LaLonde at pp. 96-97 of the Hearing Transcript.

Sunoco representatives represented: the status of installing the automated valves in Thornbury Township; that a homeowner's association impeded Sunoco's ability to automate the valve; that the valve would be automated by March 31, 2017; that a West Goshen Township representative could inspect and confirm the automation; that Sunoco chose to locate Valve 344 on the Janiec 2 Tract due to potential difficulty in drilling under Route 202; that Sunoco was attempting to acquire the Janiec 2 Tract to own the land where the valve would be located; that Sunoco would need 10,000 sf for the valve; the intention to have the valve installed in Summer of 2017; that the valve would service the 20" and 16" lines; that Sunoco was working with the County EMS coordinator and fire companies to develop and emergency response plan; and that

Sunoco prefers to drill 24 hours per day seven days per week but understood Township ordinances did not allow this so it would work 12 hours per day 6 days per week. The Township advised Sunoco: to coordinate with Rick Craig for preconstruction meetings; and about the need for a stormwater management permit.. Sunoco also tried to convince Kristin Camp that her recollection of the January 22, 2016 meeting was incorrect and tried to convince the Township not to file suit to enforce the Settlement Agreement.

16. Identify when WGT first received notice that SPLP intended to site Valve 344 on the Janiec 2 Tract.

To the extent this question is asking when Township first received information that SPLP intended to site the Valve on the Janiec 2 Tract, it was after it received the binders with the E&S Plans in January of 2017, and more specifically, when the permit application binder was briefly reviewed by the Township engineer shortly thereafter.

To the extent this question is asking when SPLP notified the Township of its intention, it was at the meeting referenced above in March 2017.

To the extent this question is asking about the notice required by the Settlement Agreement that engineering constraints would make SPLP unable to put the valve on the SPLP Use Area, Township never received such notice.

17. Identify all documents relied upon by WGT to support its response to Interrogatory No. 16.
Please see the E&S application dated February 2017.

18. Do you contend that SPLP was required to obtain WGT's consent to relocate Valve 344?

Yes and no. Sunoco agreed to put the Valve on the SPLP Use Area. To put it elsewhere would be a violation of the Agreement, so yes, a deviation from that contractual promise would have to be approved by the Township. To the extent engineering constraints would require moving the valve station within the SPLP Use Area, notice is required so that the Township can review the move and provide input, but consent would not necessarily be required.

19. Identify all documents relied on by WGT to support its response to Interrogatory No. 18.
The Settlement Agreement and documents related to the settlement negotiations

20. Do you contend that SPLP was required to consult with WGT before SPLP made the decision to relocate Valve 344?

Please see the response to interrogatory No. 18.

21. Identify all documents relied on by WGT to support its response to Interrogatory No. 20.

The Settlement Agreement and documents related to the settlement negotiations.

22. Do you contend that WGT has a right to review the engineering determinations made by SPLP with respect to the siting of Valve 344?

Yes, to the extent engineering constraints make Sunoco unable to put the Valve at the location on the SPLP Use Area as agreed, it must demonstrate to the Township what those engineering constraints are.

23. Identify all documents relied on by WGT to support its response to Interrogatory No. 22.

The Settlement Agreement and documents related to the settlement negotiations.

24. Do you contend that there is a deadline for the notification required by Paragraph II.A.2 of the Settlement Agreement?

Yes. Upon Sunoco considering an alternate location for the valve or determining that engineering constraints rendered Sunoco to put the valve where agreed.

25. If your response to Interrogatory No. 24 is anything other than an unequivocal negative, identify the basis for your response.

See the Settlement Agreement and documents related to the settlement negotiations.

26. Identify all documents upon which you rely to support your response to Interrogatory Nos. 24 and 25.

The Settlement Agreement and documents related to the settlement negotiations.

27. Do you contend that the written Settlement Agreement does not represent the entire agreement of the parties with respect to the siting of Valve 344?

No, it represents the entire agreement, but to the extent there is ambiguity, settlement negotiations are helpful to determine the meaning of certain provisions. Specifically, Sunoco promised it would perform in accordance with the terms of the Settlement Agreement, even though certain Sunoco performance requirements were under a heading described as "facts" relied upon by West Goshen Township rather than being a heading listed as a "covenants". There was no provision in the contract that the headings had any contractual relevance other than organizational assistance.

28. If your response to Interrogatory No. 27 is anything other than an unequivocal negative, please identify:

See Settlement Agreement and documents related to the settlement negotiations, provided in documents Nos. WGT000001-WGT001985.

- a. each promise or covenant that is part of the parties' agreement but is not contained in the written Settlement Agreement;
- b. the date on which such promise or covenant was made;
- c. the person who made the promise or covenant;
- d. all documents that reflect or mention the promise or covenant; and
- e. all documents upon which you rely to support your response to this Interrogatory.

HIGH SWARTZ LLP

Dated: September 11, 2017



David J. Brooman, Esquire (I.D. No. 36571)
Richard C. Sokorai, Esquire (I.D. No.80708)
Mark R. Fischer, Jr., Esquire (I.D.No.94043)

Exhibit C

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

----- X
:

West Goshen Township v. Sunoco Pipeline :

L.P. : Docket No.

Violation and Breach of Settlement : C-2017-2589346

Agreement. :

:

Initial Hearing :

:

----- X

Pages 34 through 254 Hearing Room 2
 Commonwealth Keystone Building
 Harrisburg, Pennsylvania

Tuesday, July 18, 2017

Met, pursuant to notice, at 1:00 p.m.

BEFORE:

ELIZABETH H. BARNES, Administrative Law Judge

APPEARANCES:

DAVID BROOMAN, Esquire
RICHARD SOKORAI, Esquire
High Swartz LLP
40 East Airy Street
Norristown, Pennsylvania 19404
(For West Goshen Township)

CHRISTOPHER A. LEWIS, Esquire
MICHAEL MONTALBANO, Esquire
Blank Rome LLP
One Logan Square
130 North 18th Street
Philadelphia, Pennsylvania 19103-6998
(For Sunoco Pipeline L.P.)

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011

WITNESS INDEX

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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Richard Kuprewicz	115	129	133	--
Kristin S. Camp	135	150	155	155
David J. Brooman	158	167	172	--
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EXHIBIT INDEX

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
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3	(Sunoco Logistics PowerPoint)	87 87
4	(settlement agreement)	87 87
5	(map, Chester County, West Goshen Township)	87 87
6	(civil construction plans for Sunoco block valve, Boot Road)	87 87
7	(Chapter 69, erosion and sediment control)	87 87
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6 (1/13/17 West Goshen Township meeting minutes)	107	113
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15 (photograph, temporary construction entrance)	220	220
16 (aerial photograph, fire department)	220	220

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1 Commission's Secretarial Letter dated July 11th, which was
2 ratified at Public Meeting on July 12th, 2017, this hearing
3 is being held regarding the following issues: First,
4 whether the Petitioner's right to relief is clear; second,
5 the need for relief is immediate; third, the injury would be
6 irreparable if relief is not granted; and fourth, the relief
7 requested is not injurious to the public interest.

8 After today's hearing and the filing of the
9 transcript, which should occur late tomorrow, I will
10 endeavor to issue a written order either granting or denying
11 the interim emergency relief on or before July 25th. This
12 is pursuant to Section 3.7 of the Code. The order will be
13 immediately effective upon issuance and it will be certified
14 to the Commission for interlocutory review pursuant to
15 Section 3.10.

16 I am Administrative Law Judge Elizabeth
17 Barnes, and would counsel please introduce themselves on the
18 record?

19 MR. SOKORAI: Your Honor, my name is Richard
20 Sokorai for the Petitioner from High Swartz.

21 JUDGE BARNES: Good afternoon.

22 MR. BROOMAN: David Brooman, counsel to West
23 Goshen, also with High Swartz.

24 JUDGE BARNES: Good afternoon.

25 MR. LEWIS: Christopher Lewis representing

1 Sunoco Pipeline, Respondent, from the law firm of Blank
2 Rome.

3 JUDGE BARNES: Good afternoon.

4 MR. MONTALBANO: Michael Montalbano
5 representing Respondent, Sunoco Pipeline, also from the firm
6 Blank Rome.

7 JUDGE BARNES: Good afternoon, gentlemen.
8 Please be seated. All right. I believe you have a motion
9 in limine, Mr. Lewis.

10 MR. LEWIS: Yes, Your Honor. The Respondent
11 would respectfully request that Your Honor issue an order
12 precluding all testimony and extrinsic evidence regarding
13 the intent of the settlement agreement. The ground of the
14 motion is simply the parol evidence rule, which is very well
15 established in Pennsylvania.

16 Your Honor, we've prepared a very brief bench
17 memorandum. May I approach the bench?

18 JUDGE BARNES: You may. Please give counsel a
19 copy.

20 MR. SOKORAI: He gave me a copy just now, Your
21 Honor.

22 JUDGE BARNES: Thank you.

23 MR. LEWIS: Which summarizes the law on the
24 issue. The only quick points I would make about it is,
25 number one, this is hornbook law in Pennsylvania. Your

1 Honor probably learned it back in law school. Number two,
2 the law holds that parol evidence regarding negotiations,
3 promises and interpretations of a contract that occur prior
4 to or contemporaneous with the execution of the contract
5 should be excluded where the parties intended that the
6 agreement be their final and complete agreement.

7 Your Honor, I want to call your attention to
8 the case identified in Footnote 1, the 1726 Cherry Street
9 Partnership case, which points out that under Pennsylvania
10 law, fraud in the inducement is not an exception to the
11 parol evidence rule. It is only fraud in the execution.
12 And my understanding of the contention of the complainant in
13 this case is that there was no fraud in the execution. They
14 merely contend that Respondent did not intend to carry out
15 the promise that is in the written agreement.

16 JUDGE BARNES: Mr. Sokorai.

17 MR. SOKORAI: Thank you, Your Honor. Your
18 Honor, there are two exceptions to the parol evidence rule
19 that were articulated by Mr. Lewis that are relevant to us
20 here today. First of all, when there's an ambiguity or
21 confusion created in the writing of the contract, parol
22 evidence is permitted for the court to determine what was
23 meant by that language.

24 In this case, there are a series of promises
25 set forth under a section called background facts relied

1 upon by the Petitioner here, West Goshen Township, and their
2 safety expert when West Goshen entered into this agreement.

3 The contention by Sunoco is that these are
4 mere background facts that are not covenants. That is
5 clearly evidence of confusion here because it is clear, and
6 there will be evidence of such, that those were intended to
7 be promises that were to be hidden from the public because
8 Sunoco was concerned about creating precedent for other
9 townships to be able to influence Sunoco operations.

10 So, number one, there's an ambiguity that is
11 highlighted by the position of the Respondent in this case,
12 and we have written evidence and emails that explains the
13 history of those negotiations. So, number one, it clears up
14 the confusion.

15 Number two, to the extent that these are now
16 being considered mere background facts as opposed to
17 covenants, this is fraud in the execution, because the
18 agreement was that these were our promises to you. We're
19 going to call them facts. Now we have an executed contract
20 that sets them forth. They're written as promises in the
21 contract. They're just not under the promises section, and
22 now they're saying that they're not covenants that we have
23 to reply upon.

24 It wasn't fraud in the inducement. We're
25 seeking to enforce a valid contract. We're saying that to

1 the extent that there is any confusion there, it was because
2 they intentionally did that to cause this problem. So we
3 don't think the parol evidence rule applies. Of course, the
4 parol evidence rule is a valid rule. It's just in this
5 instance, the exceptions apply, Your Honor.

6 JUDGE BARNES: All right. Thank you. I have
7 not yet had the time to read this. I would like to read
8 this. So can we just go off the record for a minute? We're
9 off the record.

10 (Discussion off the record.)

11 JUDGE BARNES: I'm ready to go back on the
12 record. At this time, it appears to me from the arguments
13 that I've already heard from counsel even at the prehearing
14 conference, that there may be some ambiguity in the language
15 of the settlement agreement. Both sides were pointing to
16 the same paragraphs and saying, well, Your Honor, applying
17 the plain language doctrine, it clearly means this or it
18 clearly means that.

19 So I'm not going to at this point exclude
20 evidence. However, you may object throughout today's
21 hearing.

22 MR. LEWIS: Your Honor, may I have a
23 continuing objection, because otherwise, I will be objecting
24 every minute?

25 JUDGE BARNES: That is fine. That's noted and

1 I suppose overruled at this point. Thank you.

2 Are you prepared to put on your case?

3 MR. SOKORAI: Yes.

4 JUDGE BARNES: Mr. Sokorai, you may call your
5 first witness.

6 MR. SOKORAI: Thank you, Your Honor. Our
7 first witness is Casey LaLonde, the Township Manager of West
8 Goshen Township.

9 JUDGE BARNES: Mr. LaLonde, please stand and
10 raise your right hand.

11 Whereupon,

12 CASEY LaLONDE

13 having been duly sworn, testified as follows:

14 JUDGE BARNES: Thank you. Please be seated.
15 Would you please state your name and spell it for the
16 record?

17 THE WITNESS: Good afternoon, Your Honor. My
18 name is Casey LaLonde, C-a-s-e-y, L-a-L-o-n-d-e.

19 JUDGE BARNES: All right. You may proceed,
20 Mr. Sokorai.

21 MR. BROOMAN: Your Honor, in accordance with
22 your prehearing memo, we pre-marked our exhibits. I just
23 handed a set to Mr. Lewis. I'd like to approach Mr. LaLonde
24 and hand him a set, Your Honor a set, and the court reporter
25 a set, and I'm mindful you want two, and I will get you the

1 second one when we take a recess.

2 JUDGE BARNES: Go ahead.

3 MR. BROOMAN: Thank you, Your Honor.

4 MR. SOKORAI: Your Honor, any preference as to
5 whether counsel sits or stands during questioning?

6 JUDGE BARNES: The court reporter would prefer
7 if you stay seated and speak probably into the microphone.

8 Thank you.

9 DIRECT EXAMINATION

10 BY MR. SOKORAI:

11 Q. Mr. LaLonde, tell us what you do for the township.

12 A. I am the appointed Township Manager for West Goshen
13 Township. I'm appointed by the five-member Board of
14 Supervisors and serve in an appointed position. I'm
15 essentially the chief executive for the township.

16 Q. And tell us what your general responsibilities are
17 as the Township Manager.

18 A. My general day-to-day responsibilities include
19 management of all aspects of township business from
20 personnel to projects to any -- I help with any litigation
21 that may occur from time to time.

22 Q. In your role as Township Manager, have you had any
23 interactions with Sunoco Pipeline, LP, which we'll call
24 Sunoco for today, or any of its representatives?

25 A. Yes.

1 Q. When did you first become involved with Sunoco as
2 Township Manager?

3 A. In 2014.

4 Q. What happened in 2014?

5 A. In 2014, we initially were approached by Sunoco
6 about their Mariner 1 project, which in the presentation to
7 township staff would include improvements to the existing
8 pump station at Boot Road and 202.

9 Q. And what was your understanding as to what they
10 were trying to do there?

11 A. They were repurposing their existing Mariner 1 line
12 to ship Marcellus gas liquids south to Marcus Hook, I guess.

13 Q. Now, what I would like you to do is just focus on
14 -- we have two exhibits in front of you, Township Exhibit 1
15 and Township Exhibit 2.

16 A. Yes.

17 Q. These were actually attachments to a settlement
18 agreement that we'll discuss later. But focusing on
19 Township Exhibit 1, could you just tell us -- put the
20 writing on the bottom right-hand corner where it says --
21 whatever it says. I can't see without my glasses -- where
22 it says, "Boot Station General Arrangement."

23 A. Yes.

24 Q. And just orient us to what we're looking at here.

25 A. Certainly. This is an aerial view of the existing

1 pump station for Sunoco. On the far right, you'll see the
2 off-ramp of Route 202. This is facing north. You'll see
3 East Boot Road to the south. You'll see two large Aqua PA
4 tanks just to the north of the outlined area where the
5 existing Sunoco pump station is, and actual Route 202 is
6 just to the east off the map of that off-ramp.

7 Q. I just want to make sure I'm clear. The roadway on
8 the right-hand side that's going up and down, that's Route
9 202 itself?

10 A. No. That is the off-ramp of 202. 202 is a four-
11 lane highway just east off the map.

12 Q. Okay. I understand. And Boot Road is running
13 sideways at the bottom of that area you just described where
14 the existing facilities are?

15 A. Correct.

16 Q. Now, the box -- there's like a yellow box in the
17 middle. That's the existing facilities?

18 A. That is correct.

19 Q. And then if we look at Township Exhibit 2, tell us
20 what we're looking at here.

21 A. It's a wider shot of the same vicinity. Again, you
22 can see the four-lane Route 202 to the right with the off-
23 ramps and on-ramps coming from Boot Road.

24 JUDGE BARNES: I'm sorry. I don't have two.

25 MR. SOKORAI: They don't have Township Exhibit

1 2.

2 MR. BROOMAN: Sorry. We didn't circulate a
3 Township 2 with our stack.

4 (Pause.)

5 JUDGE BARNES: Thank you.

6 THE WITNESS: Okay. Just to start over, you
7 can see that the main feature of this larger scale aerial,
8 Route 202 is the main highway.

9 BY MR. SOKORAI:

10 Q. Going up and down?

11 A. Going up and down, correct, with the off-ramp
12 coming south. The direction on it is north facing. This is
13 our Boot Road Interchange as we call it. It's a very
14 heavily trafficked interexchange. You can see East Boot
15 Road is the horizontal line near the bottom of the map. You
16 can see that same Sunoco pump station area called out I
17 think it's in red outline this time, and, again, you can see
18 those two large Aqua water tanks just to the north of the
19 Sunoco site.

20 Q. There's a big line or two lines on this. It looks
21 like a sail going up above the existing facilities there.

22 A. Yes.

23 Q. What is that area?

24 A. There's a separate four-acre parcel, I believe,
25 that's to the north of the pump station site owned by the

1 Janiec family, to my knowledge, at the time. In fact, they
2 have owned it for decades.

3 JUDGE BARNES: Can you spell Janiec?

4 THE WITNESS: Yes, J-a-n-i-e-c.

5 BY MR. SOKORAI:

6 Q. And that Janiec property, is that property that the
7 township became involved in when these petitions were filed?

8 A. Yes. My recollection from our initial meeting is
9 that Sunoco intended to purchase or through an easement take
10 that property and use it as an expansion area for the
11 Mariner 1 project and build a brand new pump station and
12 facilities on that property, correct.

13 Q. Are there residents thereby, and, if so, can you
14 show us on this Township 2 document?

15 A. Yes. To the west, to your left on the photo, we
16 have the Mary Jane Lane neighborhood which dates from early
17 to mid 1950s.

18 JUDGE BARNES: I'm sorry. I need a name
19 spelling for Mary --

20 THE WITNESS: I'm sorry. Mary Jane, M-a-r-y,
21 J-a-n-e, Lane. That is just immediately to the west of the
22 existing pump station site. Their backyards back right up
23 to the property for Sunoco.

24 Further to the left and to the west on the map
25 is our Village of Shannon, S-h-a-n-n-o-n, which is a large

1 densely populated townhouse development just to the west of
2 the existing site.

3 BY MR. SOKORAI:

4 Q. And while not depicted on this Township 2 document,
5 can you explain using this document, are there utilities in
6 this area for the residents?

7 A. Yes. There are several utilities, including
8 township. The sewer authority owns sanitary sewer lines.
9 All of these homes in this vicinity and also to the south of
10 Boot Road off the map is our Hamlet Hill, H-a-m-l-e-t, Hill
11 neighborhood, which is single-family homes, but still pretty
12 densely populated. They're all served by public utilities,
13 including electric, Aqua PA for water, and West Goshen
14 Authority for sanitary sewer. So there's crisscrossing
15 public utilities throughout this entire area.

16 Q. Now, when the township found out that Sunoco was
17 looking at this area at the Janiec -- we've called this area
18 west of 202 in that sail there the Janiec 1 tract. As it
19 turns out, the Janiecs own property on the other side as
20 well that will be relevant. So we'll call that Janiec 1.

21 When you found out that Janiec 1 was at issue, did the
22 township take a position?

23 A. At the time, we were obviously concerned about it
24 given the possible construction and impact on our
25 neighborhood; so, yes, we were concerned to say the least.

1 Q. And what was your primary concern?

2 A. Potential construction activities impacts to the
3 neighborhood and also, once we determined at the staff level
4 that there was going to be a major expansion of this
5 possibly a second pump station on the Janiec 1 tract with
6 the neighbors in that Mary Jane Lane neighborhood so close
7 by, we were concerned about dust, noise, construction
8 activities, anything that a large scale development would
9 bring to a neighborhood.

10 Q. Am I correct that a zoning petition was brought by
11 Sunoco before your -- or zoning application was brought
12 before your township?

13 A. Correct. A Zoning Hearing Board application was
14 filed by Sunoco with our local Township Zoning Hearing
15 Board. I attended as an observer the initial hearing, and I
16 don't know if there was a second hearing actually scheduled,
17 but our main meeting room where our hearings take place was
18 standing room only once the general public found out about
19 this case.

20 Q. Did the township oppose the zoning application?

21 A. On the staff and the Board of Supervisors level, we
22 did oppose it. At the time, the Board of Supervisors again
23 were very concerned about the impacts, and shortly
24 thereafter the -- well, I won't go there, but yes.

25 Q. Did the zoning application carry through to

1 completion?

2 A. No. From my recollection, we had the initial and
3 possibly a second hearing, but I don't know if it even got
4 to a second hearing.

5 Q. What happened?

6 A. Sunoco, I believe they actually withdrew their
7 Zoning Hearing Board petition and submitted the case to the
8 Public Utility Commission instead.

9 Q. Did the township do anything at that time?

10 A. Yes. We kept all of our options open legally as to
11 what to do in front of the Commission, and my recollection
12 is I think we received relief, and then that relief was
13 overturned by the Commission entirely.

14 Q. Did you hire any consultants with respect to
15 evaluating all your options?

16 A. Yes. Once the township staff understood the large
17 scale nature of this project and the Marcellus liquids that
18 were going to be transported, after an exhaustive search,
19 the township hired a nationally renowned safety expert named
20 Richard Kuprewicz with Accufacts, Incorporated. I believe
21 he operates out of Washington State.

22 Q. Now, you indicated that when you went to the PUC,
23 you initially had some relief and then that was reversed.

24 A. Yes.

25 Q. Did the township consider the matter over at that

1 point?

2 A. No, we did not.

3 Q. What was your understanding?

4 A. Even though we had been reversed by the Public
5 Utility Commission, we still were investigating avenues in
6 which we could still maintain the health, safety and welfare
7 of our residents. So we were working with our special
8 counsel to look at all avenues.

9 Q. And ultimately during the course of looking at
10 those avenues, did the opportunity arise to enter into a
11 settlement agreement with Sunoco?

12 A. Yes. After approximately one year of negotiations
13 with Sunoco, we did end up with a settlement agreement.

14 Q. In advance of that settlement agreement -- was that
15 settlement agreement approved by the Board of Supervisors?

16 A. Yes. That was approved in May of 2015.

17 Q. Prior to the Board of Supervisors agreeing to enter
18 into that agreement, did Sunoco prepare a slide show for
19 presentation to the Board of Supervisors?

20 A. Yes, they did.

21 Q. I want to show you Township Exhibit 3 and ask you
22 if that is a copy of the slides prepared.

23 A. Yes. This appears to be the PowerPoint
24 presentation that was provided to the Board of Supervisors.

25 Q. And do you recall what the major ideas were being

1 conveyed with this presentation?

2 A. Yes. The Board of Supervisors and our township
3 staff, we were very concerned about obviously safety.
4 That's our main prerogative and main charge under the Second
5 Class Township Code is the health, safety, welfare of our
6 residents. We are concerned about safety issues, also about
7 the various new equipment that was going to be installed at
8 the pump station, including the vapor combustion unit. We
9 discussed new fencing that was installed.

10 Our main concern was safety first and, secondary,
11 aesthetics and trying to maintain everything on this one
12 site without having these facilities then spread out all
13 over the township.

14 Q. When you reached that agreement with Sunoco and the
15 township, was that reduced to writing?

16 A. Yes.

17 Q. And that's what we refer to as the settlement
18 agreement?

19 A. Correct.

20 Q. Is that marked as Township Exhibit 4?

21 A. This appears to be the settlement agreement, yes.

22 Q. Now, were you involved in the negotiations that led
23 to that settlement agreement?

24 A. Yes.

25 Q. Who all was involved in those negotiations?

1 A. Involved in the negotiations was myself; Kristin
2 Camp; our township solicitor, Dave Brooman with High Swartz;
3 and, of course, the Board of Supervisors.

4 Q. Anybody from Sunoco?

5 A. Yes; Mr. Lewis, Matt Gordon, Don Zoladkiewicz with
6 Sunoco. Kathleen Shea was involved as general counsel, I
7 believe, with Sunoco at the time. That was generally the
8 group that met. And Mr. Kuprewicz as well on the safety
9 side for us.

10 Q. Now, during these negotiations, were engineering
11 plans and drawings shared other than what we just showed at
12 the Township Exhibit Number 3, that little slide show?

13 A. Not with the township staff, no.

14 Q. Was a reason given to you why they couldn't see any
15 engineering plans with respect to the pipeline construction?

16 A. Yes. Sunoco stated that because of proprietary and
17 I guess security reasons, township staff was not allowed to
18 see any drawings.

19 Q. Did you ask for a copy of drawings?

20 A. Yes.

21 Q. Now, I believe your expert was able to get a copy;
22 right?

23 A. Yes. To my recollection, he signed a
24 confidentiality agreement directly with Sunoco, which they
25 then allowed him to see the documents and the plans.

1 Q. But then he was not permitted to then share those
2 documents with you or the township?

3 A. No, sir, no.

4 Q. Now, was Mr. Kuprewicz involved in the negotiations
5 of the settlement agreement?

6 A. No.

7 Q. What was his role?

8 A. His role was strictly to review the plan
9 specifications of Mariner 1 in order to with full assurance
10 to the township and the Township Board of Supervisors be
11 able to state that the construction processes and
12 construction quality met federal standards and met his
13 standards as a safety expert.

14 Q. Now, I would like to draw your attention back to
15 Township Exhibit Number 2.

16 A. Yes.

17 Q. We see 202 kind of running up and down, north and
18 south, slightly to the right of center of the diagram or the
19 picture; correct?

20 A. Yes.

21 Q. On the right-hand side further east, to the east of
22 202, there's another wooded area there. Describe what that
23 area is.

24 A. Certainly. To the east of 202, we've come to call
25 it Janiec 2, because the Janiec family owns both sides of

1 Route 202 in this vicinity. Virtually the entire area -- do
2 you guys have a pointer?

3 (Pointer handed to witness.)

4 A. Thank you. Virtually the entire area -- just to
5 orient yourself again, this is Route 202 north and south,
6 Boot Road east and west. The actual township boundary line
7 is right in this vicinity. This is East Goshen Township to
8 our east. Culbertson Drive in this vicinity is East Goshen
9 Township. The Janiec family owns approximately from here
10 all the way to what you see on the map behind the homes in
11 that vicinity.

12 Q. Now, during the entirety of all the negotiations
13 that you had with Sunoco, the township had with Sunoco, was
14 there ever any mention at all of any possibility of any
15 facilities being placed on that property to the east?

16 A. No.

17 Q. That was also owned by the Janiec family?

18 A. Correct.

19 Q. The area immediately east of 202?

20 A. Correct.

21 Q. We'll call that the Janiec 2 area; okay?

22 A. Yes, sir.

23 Q. Janiec was on the left, the old area, Janiec 1;
24 Janiec 2 on the right. So nobody ever mentioned any
25 facilities on Janiec 2?

1 A. No.

2 Q. And what was your primary goals during these
3 negotiations?

4 A. The primary goals were to insure the safety of our
5 residents. We have a densely populated area adjacent and
6 south of the existing pump station. The primary goal was to
7 insure that any above-ground facilities were maintained in
8 this general area on the existing pump station and to insure
9 that we did not have above-ground facilities spreading out
10 again over the entirety of the township.

11 Q. Now, what did Sunoco represent as to those -- I'm
12 going to split up their facilities into two separate things.
13 There was all the facilities above ground related to the
14 pipeline, and then there was a special one that we're going
15 to talk about separate called the valve station for the
16 Mariner 2.

17 A. Right.

18 Q. With respect to all of the facilities, where did
19 Sunoco say they were going to go, all the above-ground
20 facilities, except for the valve station?

21 A. All of the above-ground facilities include the
22 vapor combustion unit, which was a new piece of equipment.
23 Everything was going to be contained in the general
24 footprint of their existing pump station.

25 Q. Now, did they ever tell you that they needed an

1 additional area above the existing area for this valve
2 station?

3 A. The only discussion that was ever had about an
4 additional area was very adjacent to the existing pump
5 station.

6 Q. And what's that called?

7 A. That's the SPLP additional use area, this dark
8 outlined area here, again adjacent to the pump station site.

9 Q. And what was the remaining sail up there, the rest
10 of the Janiec 1 tract going to be used for?

11 A. They had expressed that this additional area most
12 likely will be used as a lay-down area for construction,
13 meaning pipe may be delivered for the Mariner 2 project in
14 this area here.

15 Q. All the way up until execution of the settlement
16 agreement, any mention of Janiec 2?

17 A. No.

18 Q. Now, I would like to turn your attention to the
19 settlement agreement, which I believe we marked as Exhibit
20 4. Was it your understanding that the promises about the
21 location of the facilities by Sunoco was contained in this
22 agreement?

23 A. Yes.

24 Q. Can you please point out those promises?

25 A. Certainly. In Section I on page 1, it states that

1 the vapor combustion unit would be located at the existing
2 pump station. Let me see. Section II on page 2 states very
3 specifically about any proposed equipment would be stationed
4 at the existing pump station site.

5 Q. Okay. So let's just walk through Section II really
6 quick.

7 A. Yes.

8 Q. Did you understand that for the purposes of this
9 agreement, that the Mariner East project was all Mariner
10 East pipes related to Mariner 1, Mariner 2 or any other
11 Mariner project?

12 A. Correct.

13 Q. And that's set forth in Section II.A.1?

14 A. Section II.A.1, correct.

15 Q. And then in Section II.A.2?

16 A. Yes.

17 Q. The pump station, VCU and all accessory and
18 appurtenant facilities will be maintained within the present
19 active site?

20 A. Correct.

21 Q. Is that the site you were already talking about on
22 the diagram here?

23 A. Yes. That is the existing pump station site here.

24 Q. Except that a remote operated valve station will be
25 constructed and maintained on SPLP's adjacent 4.42 acre

1 property, also known as the former Janiec tract or the SPLP
2 additional acreage. Is that what we're talking about?

3 A. That is correct.

4 Q. And then they further narrowed that down in this
5 saying it's not going to be the entire acreage but in that
6 use area you already described?

7 A. That is correct.

8 Q. Did you consider these promises?

9 A. Absolutely, yes.

10 Q. And these were the promises that were made to you
11 leading up to the execution of this contract?

12 A. Yes.

13 Q. They also said subject to any engineering
14 constraints, SPLP intends to construct the valve in the
15 general area depicted on the map, which is in the specific
16 area that they located in the use area. What was the idea
17 if they couldn't keep it within that specific spot in the
18 use area? Where would it go?

19 A. If there were any engineering constraints, they
20 would have to notify us, bring it to our attention, and they
21 would use -- if they had to extend, you know, 50 feet, 100
22 feet into the remaining acreage, they would notify us, we
23 would discuss it, and we'd go from there.

24 Q. And did this contract at the same paragraph
25 specifically say no other permission for any other

1 facilities anywhere else in the township?

2 A. That is correct.

3 Q. Did that include Janiec 2?

4 A. That is correct.

5 Q. Were these promises by Sunoco regarding the
6 location of these facilities, were they incidental or
7 central to your agreement?

8 A. They were central to our agreement.

9 Q. Why is that?

10 A. Again, the health, safety and welfare of our
11 township residents is paramount to our Board of Supervisors.
12 Without those covenants and promises being made, the Board
13 of Supervisors most likely would not have entered into a
14 settlement agreement if those promises were not made.

15 Q. What types of impacts would disregarding this
16 settlement agreement have on the township?

17 A. Approximately -- well, there are several.
18 Approximately, 25 to 36,000 vehicles use Boot Road each day
19 both ways. About 70,000 cars use 202 each day. The impacts
20 would be numerous, including ongoing construction if we did
21 not have the settlement agreement in place. We would have
22 no -- there could be construction all over the township
23 along the entire Mariner 1 or Mariner 2 line, impacts,
24 ongoing construction, dust, noise to the residents, to
25 visitors, to passersby that the township thought better that

1 this settlement agreement answered and we entered into that
2 agreement.

3 Q. Were there advantages to the township to using the
4 agreed-upon site rather than this other site that came out
5 of nowhere?

6 A. Yes. Obviously, containing any new development or
7 facilities for Sunoco, considering that this pump station
8 had been there since the early or mid 1930s, was very
9 preferential and mandated essentially by the supervisors
10 that that was their intent, was to keep all the construction
11 activities to this general location here.

12 Q. How about traffic; is there an advantage to traffic
13 on one side or the other?

14 A. Yes. This direction of Boot Road, obviously we
15 have the very dense population here. Eastbound on Boot
16 Road, just about another half mile east, we have about 8,000
17 employees of various very large corporations, including QVC,
18 that use this road on a daily basis.

19 Keeping construction activities pinpointed here would
20 negate a lot of traffic concerns.

21 Q. How about access to fire department or other
22 emergency services; is there an advantage on one side or the
23 other?

24 A. Yes. Just off the map to the right here is the
25 substation of Goshen, G-o-s-h-e-n, Fire Company. They run

1 ambulances and several rescue fire trucks out of this
2 location just off the map right here.

3 Q. To the right?

4 A. To the right, correct, just off the photo. Their
5 main access is right here onto Boot Road. The substation
6 for Goshen Fire Company serves a significant portion of the
7 north part of our 12-square mile township.

8 Q. So based on these goals, you reached this
9 agreement. When was that agreement signed by the township?

10 A. May 13th, I believe, of 2015.

11 Q. 2015?

12 A. Correct.

13 Q. And it was submitted to the PUC for approval?

14 A. Yes, shortly thereafter.

15 Q. And how long were those negotiations with Sunoco to
16 reach that agreement?

17 A. About a year.

18 Q. Now, up until today, has Sunoco ever advised the
19 township that engineering constraints make it unable to put
20 the valve station where it was agreed?

21 A. No.

22 Q. All the way up until today?

23 A. Correct.

24 Q. Now, in January of -- well, let me ask you this.

25 Did you ever have occasion to have a meeting with Sunoco in

1 January of '16, approximately seven months after the
2 execution of this agreement?

3 A. Yes, we did. In this location on the Janiec 2
4 parcel, ever since about 2009, we have had a project under
5 review called the Traditions development. It's an
6 independent living facility that was going to take up almost
7 this entire tract of land. We had been under engineering
8 review again for many years. It was, again, an independent
9 living facility, about a \$35 million development that was
10 going to go in here.

11 In December of 2015, after all of those years under
12 review, the applicant was finally ready for final plan
13 approval. We have one meeting a month for the Board of
14 Supervisors' public meeting. That Traditions development
15 project approval was -- apart from the annual township
16 budget approval, which is also the same night, was the very
17 big piece of business to be done that night.

18 The applicant was present. His lawyer was present at
19 the meeting, and the approval essentially by the Board was
20 interrupted by a member -- actually, the president of Goshen
21 Fire Company, and he related to the Board of Supervisors
22 some facts; that the Board then decided, with the
23 Traditions' attorney's approval, tabled that development
24 approval due to his assertions at the meeting that Sunoco
25 had apparently had interest in this property.

1 So the Board being --

2 Q. The Janiec 2 property?

3 A. The Janiec 2 property, correct. The Board hearing
4 this information received again a project approval extension
5 from the applicant for this Traditions project, and we asked
6 for a meeting. Now, this is the second week of December.
7 So we have Christmas coming, New Years coming. It was
8 January of '16 that we then were able to get a meeting with
9 Sunoco to discuss, hey, what's going on with the Janiec 2
10 property.

11 Q. Did Sunoco ever mention their interest in acquiring
12 or using the Janiec 2 property prior to that meeting that
13 you called for?

14 A. No.

15 Q. So tell me what happened at that meeting.

16 A. At the meeting in January, we were provided with a
17 map of the general layout of the pipeline. At this meeting,
18 we were told that this Janiec 2 parcel was determined to be
19 a place that Sunoco now wanted to have a lay-down yard and a
20 location where they were going to have horizontal drills
21 placed to do their horizontal drilling to reach East Goshen
22 to the east and West Whiteland to the west.

23 Q. Township Exhibit 5, is that a copy of the drawing
24 that was provided to you at that meeting?

25 A. Yes, it is.

1 Q. Is there a valve station depicted anywhere on that
2 drawing?

3 A. There is not.

4 Q. What's that?

5 A. There is not, no.

6 Q. In fact, did Sunoco ever tell you that there would
7 be a valve station put anywhere on the Janiec 2 tract at
8 this meeting?

9 A. No. The only items that they discussed was the
10 lay-down yard, essentially construction yard for the Mariner
11 2 project. They discussed an open trench that they would
12 need to lay the pipe in the ground and pull it, as they call
13 it, west to West Whiteland Township and east to East Goshen
14 Township.

15 Q. Who was present and when was that meeting?

16 A. It was maybe the third week of January, January
17 22nd maybe. On the township, I believe it was myself,
18 Kristin Camp, the township solicitor. I believe our in-
19 house staff, township engineer Rick Craig was there, but I
20 can't recall, and possibly Derek Davis.

21 JUDGE BARNES: Can you spell Camp?

22 THE WITNESS: I'm sorry?

23 JUDGE BARNES: Can you spell her name?

24 THE WITNESS: Oh, yes. I'm sorry. Kristin
25 Camp, C-a-m-p, township solicitor; Rick Craig, C-r-a-i-g,

1 township engineer; and I believe the assistant township
2 manager, Derek Davis, D-a-v-i-s; they were present on our
3 side.

4 BY MR. SOKORAI:

5 Q. And this was January when?

6 A. 2016.

7 Q. January 2016. And the date of the plans that they
8 gave you that day on Township 5?

9 A. The date on the plans of Exhibit 5 -- oh, man. The
10 date is September 28th, 2015.

11 Q. Now, from the date of that January meeting all the
12 way up until January of 2017, for that entire year, did
13 Sunoco ever advise that it was unable to put a valve station
14 on the agreed-upon SPLP use area?

15 A. No.

16 Q. Did it ever advise you that it intended to put a
17 valve station all the way across 202 on the Janiec 2 tract?

18 A. No.

19 Q. What happened in January of '17, if anything, to
20 tip off the township that Sunoco actually did plan on using
21 the Janiec 2 tract?

22 A. Yes. In maybe the second week of January, we
23 received essentially a box of plans and specifications from
24 the I believe it's Sunoco's engineering firm, Tetra Tech,
25 which was an erosion and sedimentation control plan for the

1 Janiec 2 property, which detailed this valve location, which
2 we had never seen before.

3 Q. Okay. Did anyone in the township see this
4 application?

5 A. Yes. It was sent to our township engineer, staff
6 engineer, Rick Craig, and immediately upon his review, he
7 informed me and I informed our solicitor that we have a
8 valve station now on the Janiec 2 property.

9 Q. How about the public; did they see this?

10 A. The public found out about it relatively quickly.
11 We're not sure exactly how, but information spread pretty
12 quickly.

13 Q. Now, what was the date on the plans? This was
14 submitted in mid January '17, but what was the date on the
15 plans? Township Exhibit 6.

16 A. Township Exhibit 6, these are civil construction
17 plans for Sunoco block valve at Boot Road. Issued for
18 review date is June 12th, 2015, and the issued for bid date
19 is November 30th, 2015.

20 Q. Now, did that June date on Township Exhibit 6, did
21 you take note of that when you saw that date?

22 A. Yes.

23 Q. Why?

24 A. The issued for review date was a month after we had
25 just approved the settlement agreement.

1 Q. In 2015?

2 A. In 2015, correct.

3 Q. And do you know when the PUC approved that
4 settlement agreement?

5 A. I don't know the date, but it was shortly after May
6 of 2015.

7 Q. But this was the first time you heard that they're
8 moving it over there?

9 A. Yes.

10 Q. Did the township ask for an explanation from Sunoco
11 as to why a valve station was now appearing on the Janiec 2
12 tract?

13 A. Yes.

14 Q. Did they give you an explanation?

15 A. Not really, no, not at all.

16 Q. This plan that was dated June 15 marked as Township
17 Exhibit 6, was that plan prepared by the same folks who
18 prepared Township Exhibit 5, which was given to you all the
19 way back in '16?

20 A. Yes. It's the same firm.

21 Q. Tetra Tech?

22 A. Correct.

23 Q. Did they give you any reason why the pump station,
24 even though they knew back in '15 that they're would be a
25 pump station on Janiec 2, did they give you any reason why

1 it didn't appear on the document they gave you in '16?

2 A. No.

3 Q. No reason given. Have you ever learned of other
4 plans showing the valve station on Janiec 2 that even pre-
5 date Township Exhibit 6?

6 A. Yes. I believe I've seen one other plan that pre-
7 dated even those construction plans from 2015.

8 Q. Now, I think actually if you flip forward to
9 Township Exhibit 13.

10 A. Thirteen?

11 Q. Yes. Is that subsequent erosion and sediment
12 control plans that were submitted?

13 A. Okay. Yes. This is another Tetra Tech set of
14 plans. The front cover says February 2017. On the first
15 plan sheet, the first plan sheet shows August 31st, 2015.

16 Q. Now, each page, are they the same -- let's see.
17 There's multiple documents here, and when we get to --

18 A. Oh, yes, yes.

19 Q. When we get to the second page, take a look at that
20 first date; the third page of the exhibit, second page of
21 the drawing.

22 A. Yes. Issued for review, March 26th, 2015.

23 Q. Okay. So what did you conclude when you saw plans
24 dated March of '15 before the settlement agreement was even
25 committed to writing that you're just now seeing in '17?

1 A. Given the extensive amount of work that must have
2 gone into these plans, that these did pre-date the
3 settlement agreement, that -- may I offer an opinion, Your
4 Honor?

5 MR. LEWIS: I'm going to object.

6 BY MR. SOKORAI:

7 Q. I just want to know if you drew any conclusions.

8 A. I did. I concluded that the plans were in place
9 before the settlement agreement.

10 Q. Did the township actually issue an E&S or an
11 erosion and sediment control permit?

12 A. The township engineer, Rick Craig, C-r-a-i-g, did
13 issue an erosion and sedimentation control permit that was
14 applied for in January 2017. We're under constraints by
15 both state law and township code that a permit must be
16 granted for a project. There's no way around not issuing a
17 permit.

18 Q. Even if portions of that contract violate a
19 settlement agreement?

20 A. Yes.

21 Q. So it doesn't mean you're happy about it, but you
22 have to do it?

23 A. Correct.

24 Q. Now, after those E&S plans were submitted, did you
25 have any other meetings with Sunoco?

1 A. My recollection is the latest thing that happened
2 was the week of July 4th, I think it was that Monday, July
3 3rd or the previous Friday, I received communication from
4 Sunoco stating that within several weeks, they were going to
5 start construction on the Janiec 2 tract.

6 Q. And tell me what happened.

7 A. I received I believe an email again from a
8 representative of Sunoco stating as much, and within a day
9 or two, we received the report that there was a land
10 clearing company up on the Janiec 2 tract already starting
11 grubbing and clearing of the site.

12 Q. Now, do you have requirements in the township with
13 respect to any pre-clearing, pre-disturbance activities?

14 A. Yes. The township code, Chapter 69, requires --
15 and it's clearly stated on the application for the township
16 erosion and sedimentation control permit that a pre-
17 construction meeting must be held with the township engineer
18 at least 48 hours prior to construction commencing,
19 including grubbing and clearing of a site.

20 Q. Now, I want to show you Township Exhibit 7. Can
21 you please turn to that?

22 A. Yes.

23 Q. It's a two-page document. One is the title page of
24 Chapter 69, soil erosion and sediment control.

25 A. Yes.

1 Q. And then the second page is just an excerpt. Does
2 this deal with that notice provision that you're talking
3 about?

4 A. Yes, it does.

5 Q. And Township Exhibit 8, what is that?

6 A. Yes.

7 Q. What is that?

8 A. That is our grading, drainage, erosion control
9 checklist and permit application.

10 Q. Right on the permit, it says 48-hour notice?

11 A. Correct.

12 Q. Was 48 hours notice given?

13 A. No, it was not.

14 Q. Did the clearing activities coincide with any PUC
15 action, PUC events, to your recollection, the date of any
16 prehearing conferences?

17 A. To my recollection, there was a pre-conference
18 hearing I think July 6th or somewhere around that area.

19 Q. And -- well, let me ask you this. Do you recall
20 observing the beginning of these disturbance activities on
21 the same day as that conference?

22 A. Yes, yes.

23 Q. That's when you found out about it?

24 A. Yes.

25 Q. When you got the notice from Sunoco that it was

1 going to happen, that there was going to be some activity,
2 what was the time frame given?

3 A. Within about two weeks.

4 Q. And when did it actually happen?

5 A. The day after -- one or two days after the notice.

6 Q. And the same day as this hearing?

7 A. The pre-conference hearing, yes, that's right.

8 Q. Do you have any idea as to whether Sunoco intends
9 to put the valve station with any degree of immediacy,
10 whether they intend to start construction now?

11 A. I would say yes. I don't know why they would have
12 graded and cleared the site if they weren't ready for
13 construction.

14 Q. Any other indications that it's immediate?

15 A. Yes. The site has been cleared. Construction
16 entrance has been done. So, yes, I would assume it's
17 imminent.

18 Q. Did you get PennDOT notices that work was
19 beginning?

20 A. Yes, we did.

21 Q. Did the township request Sunoco to cease operations
22 until the issues with this case are done?

23 A. We did.

24 Q. Did they agree to stop?

25 A. No.

1 Q. You indicated they already did start clearing and
2 disturbing the site; right?

3 A. Yes.

4 Q. Did the township experience any problems in that
5 regard?

6 A. Yes, several. No erosion and sedimentation
7 controls were installed --

8 MR. LEWIS: Objection, lack of foundation. I
9 don't know where the witness is -- whether he's testifying
10 from personal knowledge or from something that was told to
11 him.

12 THE WITNESS: Personal knowledge. I was at
13 the site many times in the past two weeks.

14 JUDGE BARNES: It's overruled.

15 BY MR. SOKORAI:

16 Q. Is this a big deal to the township?

17 A. It's a -- I'm trying to come up with a bigger word
18 than significant. It's a major issue for the township both
19 on just a general safety issue to perception. This is a
20 very highly, extremely highly visible location in the
21 township.

22 Again, 25 to 36,000 cars this way, 70,000 cars north and
23 south every day. That location is prime real estate for
24 perception alone. People notice everything that's going on
25 at that location, yes.

1 Q. So you had an issue that there were no E&S
2 controls?

3 A. Correct. We had no E&S controls installed. I was
4 there five times that day.

5 Q. Were there any issues with access to the fire
6 department?

7 A. Yes. We witnessed the land clearing company parked
8 in the fire company driveway and parking stalls adjacent to
9 the fire house, and also with that amount of earth moving
10 and grubbing going on, there were pieces of equipment to
11 construct the construction driveway which shares the primary
12 driveway for the fire company.

13 My township staff and I -- I am personally very
14 concerned about access for the fire company. The fire
15 vehicles use this driveway, which is also the construction
16 driveway for this project, as their primary egress for the
17 fire house.

18 Q. Was there any coordination with the township at all
19 about that blockage?

20 A. No, no.

21 Q. What I'd like you to do is pull out Township
22 Exhibit 11 if you don't mind. It's folded in half. It's a
23 site plan drawing.

24 A. Yes.

25 Q. Is that the site plan for the Traditions site?

1 A. Yes. This is what was approved by the Board of
2 Supervisors as this proposed independent living facility at
3 the Janiec 2 tract.

4 Q. Does this depict in any way the driveway for the
5 fire department, the access to the fire department that
6 we're talking about?

7 A. Yes. Obviously, in bold, you can see the
8 independent living facility. Just to the right in the
9 lighter shade is the Goshen Fire Company building. In kind
10 of the center of the page, you can see Boot Road on the
11 south side or the lower side of the plan and you can see
12 what appears to be curbing and a curb cut for the entrance
13 for Goshen Fire.

14 With an existing easement, that curb cut on the plan is
15 the existing fire company primary driveway.

16 Q. Can you explain then what the blockage issue is?

17 A. Yes. The construction entrance for the Janiec 2
18 site for Sunoco uses that primary fire house entrance and
19 exit as their construction entrance.

20 Q. That's right down here at the bottom center of the
21 diagram; correct?

22 A. That is correct.

23 Q. And then if the trucks are coming off of Route 202,
24 is that where they typically come from?

25 A. Yes.

1 Q. How do they make that turn?

2 A. How the fire company operates in this location when
3 they --

4 Q. I mean the construction vehicles.

5 A. Oh, I'm sorry. I actually don't know. I don't
6 know how they're going to really access the site.

7 Q. How have you seen them do it to date?

8 A. They go east on Boot Road from the 202 interchange
9 area and make the left turn across two lanes of traffic
10 going westbound on Boot Road. I personally observed signs
11 that state "No pipeline access," small signs about this big,
12 very bold letters, "No pipeline access," on the interior
13 side of the driveway for the fire house, and also on the
14 right-hand side of the plan, you can see Greenhill Road
15 marked out.

16 There is a side entrance off of Greenhill Road to the
17 fire company. That entrance on Greenhill Road also has
18 those "No pipeline access" signs. So the construction
19 equipment will have to enter at that site on Boot Road only.

20 Q. And have you seen them do that?

21 A. I saw one pickup truck at the time during that week
22 of July 5th go in that way; only one vehicle, though.

23 Q. For the main site off of Boot Road?

24 A. Yes.

25 Q. So you haven't seen the trucks using that right

1 now?

2 A. No.

3 Q. So would it be less cumbersome or less disruptive
4 to your township to use the agreed-upon site and why?

5 A. Yes. I mean, obviously, the access and blockage of
6 Goshen Fire is of paramount concern to the township for
7 safety. Again, this Goshen substation services a major
8 portion of the north side of the township. Their ambulances
9 and fire trucks exit, if you orient yourself on the map,
10 they exit the building and use that primary entrance or exit
11 onto Boot Road as their only way to get on and out for a
12 fire call.

13 Q. Now, there's been a representation in this case by
14 Sunoco's counsel that, hey, look, we don't need immediate
15 relief because we'll just simply move the valve station if
16 we have to move the valve station later. Do you agree with
17 that representation that it's no big deal?

18 A. No. It's a major deal, because we'll have to go
19 through construction again. The noise, the vibration, the
20 obstruction, everything will have to occur again instead of
21 just putting it where they were supposed to in the first
22 place.

23 Q. Are these important issues to the township?

24 A. Major issues to the township, absolutely.

25 Q. Now, are you trying to stop Sunoco from putting a

1 pipeline through the township?

2 A. No.

3 Q. What are you trying to do? Why are you here today?

4 A. The township just wants them to abide by the
5 settlement agreement strictly.

6 Q. Put it where they promised?

7 A. Yes, yes.

8 Q. Let me just ask you about this Traditions project.
9 We have a site plan. Did that actually get approval by the
10 township?

11 A. It did, yes, correct.

12 Q. So the township approved a developer to come in and
13 put something here. What was approved to go here?

14 A. It was again an independent living facility, about
15 a \$35 million construction project on the site. It would
16 have provided 114 units, market rate rent.

17 Q. Would that be a service to your constituents?

18 A. Absolutely. The market demographic according to
19 the developers was 75 to 85-year-olds. We don't have a
20 facility like this in the general area as an independent
21 living facility. So it was going to be an amenity for our
22 township residents.

23 Q. Tax revenue associated with it?

24 A. Tax revenue, going from a vacant, unused lot since
25 the '70s to a \$35 million building, we would have had

1 significant real estate tax payments annually, plus the
2 earned income tax from any employees who worked at the
3 facility, plus any residents who had earned income, we would
4 have seen those benefits as well within the township.

5 Q. Were road improvements associated with that
6 development?

7 A. Yes. The developer agreed to about \$200,000 of
8 direct improvements. With this intersection of Boot Road
9 and 202, it's incredibly congested. They were going to do
10 \$200,000 of improvements. Again on your Exhibit 11,
11 Greenhill Road and Boot Road is again congested. They were
12 going to do significant improvements to that intersection,
13 plus provide another \$200,000 of cash to the township for
14 other road improvements east on Boot Road that feed directly
15 into the site.

16 Q. Is any of that project or the benefits associated
17 with that project happening now?

18 A. No. The developer walked away from the project
19 completely.

20 Q. You say he walked away. Was this property
21 condemned?

22 A. The property was condemned to my knowledge by
23 Sunoco, the entire property, yes.

24 Q. So the developer no longer owns this property;
25 correct?

1 A. No.

2 Q. And if Sunoco were to move off of this property,
3 that project could happen?

4 A. It could, yes.

5 Q. I just want to make sure that I have -- we have
6 discussed a number of exhibits. We have Township 1, 2, 3,
7 4, 5. We did 6. We did 7, 8, number 9 -- oh, we didn't do
8 number 9 or 10. Let me just talk real quickly about number
9 9.

10 MR. LEWIS: Your Honor?

11 JUDGE BARNES: Yes.

12 MR. LEWIS: With your permission, Mr. Sokorai
13 is going through the exhibit list. My list is 1 and 2 -- so
14 we have 1 through 8. We then have 11 and 13.

15 JUDGE BARNES: The only three exhibits -- I
16 agree. The only three exhibits that he has not discussed
17 are Township 9, 10 and 12.

18 MR. BROOMAN: I'm sorry. Do you say you don't
19 have them or they weren't discussed?

20 MR. LEWIS: They weren't discussed.

21 MR. BROOMAN: Okay. Thank you.

22 (Pause.)

23 BY MR. SOKORAI:

24 Q. All right. So Township Number 9 is just some
25 photographs. Can you just tell me what these photographs

1 are?

2 A. Yes. I believe I took all of the photographs the
3 day that the Janiec 2 tract was being cleared. We can go
4 through them individually.

5 Q. Just quickly.

6 A. Okay. Just quickly, it was a land clearing company
7 I believe from Wisconsin that was on the site. You can see
8 several pieces of equipment used to they first grub, which
9 means they cut down the small brush, which is what I would
10 consider like a brush hog kind of piece of equipment on a
11 skid steer type small piece of equipment, and you can see
12 the condition of the ground after they grubbed with no E&S
13 controls in place on the entire site.

14 I think the final photo is from my windshield of my car
15 showing the construction rock and construction entrance that
16 they created. I think this was towards the end of the day.
17 They did move pallets of silt sock, which is a silt erosion
18 control product in pallets wrapped in plastic on the site to
19 actually put in the E&S control.

20 Q. And Township Number 10, can you just explain what
21 that is?

22 JUDGE BARNES: I'm sorry. Can we get a date
23 or a rough date on the day that you may have taken these
24 photos?

25 BY MR. SOKORAI:

1 Q. I believe that you said the photographs were July
2 6th?

3 A. July 6th, correct.

4 JUDGE BARNES: Okay. Thank you.

5 BY MR. SOKORAI:

6 Q. That was the date of the prehearing conference
7 here?

8 A. Correct.

9 Q. And then Township 10, just tell us what that is.

10 A. Yes. On July 7th, following the grubbing and
11 clearing, I actually personally -- our township engineer was
12 on vacation that day. I personally worked with our
13 solicitor and issued a notice of violation that Sunoco was
14 in violation of Chapter 69, again that erosion and
15 sedimentation control ordinance for the township for the
16 site.

17 MR. SOKORAI: So we've talked about Exhibits 1
18 through 11 and Exhibit 13, and what I will do is move, Your
19 Honor, to admit all of those into evidence.

20 JUDGE BARNES: Any objection?

21 MR. SOKORAI: We didn't do Exhibit 12 yet.
22 That's somebody else's CV.

23 MR. LEWIS: Okay. So, I understand that Your
24 Honor is moving the admission of Exhibits 1 through 11 and
25 13, but not 12?

1 MR. SOKORAI: Correct.

2 JUDGE BARNES: Correct.

3 MR. LEWIS: No objection.

4 JUDGE BARNES: They are admitted.

5 (Whereupon, the documents were marked as
6 Township Exhibits Nos. 1 through 11 and 13 for
7 identification, and were received in evidence.)

8 JUDGE BARNES: Cross-examination.

9 (Pause.)

10 JUDGE BARNES: Are we ready?

11 MR. LEWIS: Yes, Your Honor.

12 CROSS-EXAMINATION

13 BY MR. LEWIS:

14 Q. Mr. LaLonde, you testified --

15 JUDGE BARNES: I'm sorry, Mr. Lewis. There's
16 a microphone. Would you, please? Thank you.

17 BY MR. LEWIS:

18 Q. You testified that you're the Township Manager for
19 West Goshen Township; is that correct?

20 A. Correct.

21 Q. And am I correct that you've never performed
22 engineering work for a pipeline?

23 A. Correct.

24 Q. And you've never performed construction management
25 for a pipeline?

1 A. Correct.

2 Q. You've never performed a feasibility assessment for
3 a pipeline?

4 A. Correct.

5 Q. You've never planned a horizontal directional
6 drill, have you?

7 A. No.

8 Q. And you have no experience with pipeline design and
9 construction?

10 A. Correct.

11 Q. And, in fact, your degrees are in political science
12 and public administration, not engineering?

13 A. Correct.

14 Q. Now, you testified about traffic on both Route 202
15 and on Boot Road, and I want to make sure I understand or I
16 understood correctly the volume of traffic on those roads.

17 First, could you show us again Route 202?

18 A. (Witness indicating.)

19 Q. And did I understand you to say that the volume was
20 70,000 cars per what?

21 A. Per day.

22 Q. So that's a very heavily trafficked highway; is
23 that correct?

24 A. Yes.

25 Q. And the traffic on Boot Road -- first of all, show

1 us Boot Road.

2 A. (Witness indicating.)

3 Q. And the traffic on that road is how much?

4 A. It varies; 25,000 cars per day both ways.

5 Q. Okay. So for what I'll describe as a secondary
6 road, that is a heavily trafficked road, too; correct?

7 A. Yes.

8 Q. Would it also be correct that the residents whose
9 homes are near Boot Road depend upon access on Boot Road for
10 their emergency services?

11 A. Yes.

12 Q. Now, you testified, Mr. LaLonde, that prior to
13 today, the township received no notice of the engineering
14 constraints that led the company to move the valve.

15 A. Correct.

16 Q. Did you read the pleadings in this case?

17 A. I believe I read some of them, not in entirety,
18 though, yes.

19 Q. Well, let me read you a paragraph from the New
20 Matter that Sunoco filed. It says, "SPLP's project team and
21 engineering group eventually determined that it would not be
22 feasible to site valve 344 on the SPLP use area because of a
23 multitude of engineering constraints. The engineering
24 constraints included, among other things, insufficient room
25 to site the equipment needed to install the valve given the

1 demands of the horizontal directional drilling, the need to
2 open cut Boot Road which would have severely disrupted
3 traffic in the township and created noise and inconvenience
4 and the creation of possible adverse impacts to Route 202
5 which would be avoided by siting the valve elsewhere."

6 Do you recall reading that before today?

7 A. I don't. I don't.

8 Q. Mr. LaLonde, you don't have any knowledge of the
9 determinations that were made by Sunoco's project team and
10 engineering group, do you?

11 A. No.

12 Q. So, if Mr. Gordon testifies today that the project
13 team and engineering group determined that there were
14 engineering constraints, you personally are not in a
15 position to contradict that, are you?

16 A. No.

17 Q. Now, during the negotiations of the settlement
18 agreement, the township was represented by counsel; isn't
19 that correct?

20 A. Correct.

21 Q. And one set of counsel was the High Swartz law
22 firm?

23 A. Correct.

24 Q. The High Swartz firm is a very well regarded and
25 sophisticated law firm?

1 A. Yes.

2 MR. BROOMAN: Thank you.

3 BY MR. LEWIS:

4 Q. And the attorneys who are representing the township
5 included Mr. Brooman; correct?

6 A. Correct.

7 Q. And Mr. Brooman, I believe, looking from his white
8 hair, has practiced for a couple decades or more; is that
9 correct?

10 MR. BROOMAN: Easy there, buddy.

11 THE WITNESS: I would assume so, yes.

12 BY MR. LEWIS:

13 Q. And the township was also represented by Ken Myers;
14 correct?

15 A. Was represented by Ken Myers.

16 Q. And Ken Myers has retired, right, because he had
17 actually practiced at that time multiple decades; isn't that
18 correct?

19 A. That is correct to my knowledge.

20 Q. And for the negotiation of the settlement
21 agreement, the township was also represented by Kristin
22 Camp, the township solicitor; correct?

23 A. Correct.

24 Q. And how many years had she served as township
25 solicitor?

1 A. I don't know her personally, but the firm has been
2 with West Goshen for 30-plus years.

3 Q. And that, too, is a very sophisticated law firm;
4 correct?

5 A. They provide very good service to the township.

6 Q. All right. Just for the record, what's the name of
7 the law firm with which Ms. Camp is associated?

8 A. Buckley Brion is how it's referred to.

9 Q. I'd like to direct your attention to the settlement
10 agreement. Do you have Township Exhibit 4 in front of you?

11 A. I do.

12 Q. First, I just want to clarify one area of your
13 testimony that I believe could be confusing. I believe you
14 testified that it is your understanding that any above-
15 ground public utility facilities would be limited to the
16 Boot Road pump station; is that correct?

17 A. That is correct.

18 Q. And so, that limitation does not apply to below-
19 ground facilities; correct?

20 A. Correct.

21 Q. So it was your understanding at the time of the
22 settlement agreement that the company could engage in
23 construction operations in West Goshen Township to install
24 below-ground utility facilities; correct?

25 A. Yes, that's correct.

1 Q. All right. Now, you testified also that you
2 considered certain provisions of the settlement agreement to
3 be promises. I'd like to first direct you to page 1 of the
4 settlement agreement, and I thought during your testimony
5 you had referred to paragraph I.A with regard to the VCU.

6 A. Correct.

7 Q. Isn't it true that the settlement agreement
8 describes that paragraph as background? Do you see that?

9 A. I see that, yes.

10 Q. Okay. Turn to page 2, please.

11 A. Yes.

12 Q. You testified with regard to paragraph II.A.2,
13 which begins on page 2 and goes to page 3.

14 A. Yes.

15 Q. Isn't it true if you look at page 2, that the
16 settlement agreement itself describes that section of the
17 agreement as pertinent information provided by Sunoco?

18 A. Yes.

19 Q. Please turn to page 6 -- I'm sorry; page 5.

20 A. Okay.

21 Q. Now, do you see in Section IV -- you see Section IV
22 of the agreement on page 5; correct?

23 A. Yes.

24 Q. And do you see that that section is entitled, "The
25 Parties' Promises, Covenants and Agreements"?

1 A. Yes.

2 Q. I want to direct your attention first to Subsection
3 1(a). Subsection 1(a) contains a requirement for the
4 execution and recording of a deed restriction; correct?

5 A. Yes.

6 Q. Take your time. You're free to take your time to
7 read it.

8 A. That's it.

9 Q. Okay. Do you see where that section in the second
10 line from the bottom on page 6 specifies a 60-day deadline?

11 A. I do.

12 Q. And do you also see in the very last sentence that
13 the deed restriction had to be in a form substantially
14 similar to the one that was written and attached to the
15 agreement?

16 A. I see that, yes.

17 Q. Now, please turn the page to page 6. In the same
18 subsection, Subsection (a), do you see again that there is a
19 deadline; that the company agreed to provide a copy of the
20 recorded deed restriction within five business days of the
21 date of recording? Do you see that?

22 A. I do see that, yes.

23 Q. Now, look at Subsection (b). Do you see in
24 Subsection (b) that there is again a deadline first of
25 immediate notice of certain changes requiring remediation

1 that could potentially impact the township and then a
2 requirement for a written report within 30 days? Do you see
3 that?

4 A. I do.

5 Q. So again there's a deadline and there's also a
6 requirement that there be written documentation provided for
7 that; correct?

8 A. Correct.

9 Q. All right. Please look at Subsection (c). Do you
10 see in Subsection (c) that again there is a deadline of 30
11 days?

12 A. Yes.

13 Q. And in the last clause of that, do you see that
14 again the company agreed to provide any written plans if
15 they existed for the landscaping or screening?

16 A. Yes.

17 (Pause.)

18 Q. I'd like you now to turn back to page 3 of the
19 settlement agreement and Section II.A.2. I've created a
20 demonstrative which has the relevant language that I want to
21 focus your attention on in bold font. So in Section II.A.2,
22 there's a sentence that says: If due to engineering
23 constraints, Sunoco is unable to construct the valve station
24 in the SPLP Use Area, Sunoco will notify the township;
25 correct?

1 A. That's what it says, yes.

2 Q. All right. There's no language in that sentence
3 that creates a deadline for the notification; isn't that
4 correct?

5 A. Not that I can see, no.

6 Q. . And there's no language in that sentence that
7 requires that the notice be in writing, is there?

8 A. It does not state that, correct.

9 Q. And there's no language in that sentence which says
10 that the township has a right to review the engineering
11 determination of the company, is there?

12 A. Section II does not state that, correct.

13 Q. And it doesn't state that the township has the
14 consent, has a right of consent, if the company determines
15 that an engineering constraint exists; isn't that correct?

16 A. It does not state that, correct.

17 Q. During your direct testimony, you testified that
18 you had a meeting -- I think you testified you had a meeting
19 with the company in July. Did you not also have a meeting
20 with the company in March after the complaint had been
21 filed?

22 A. I don't believe so.

23 MR. SOKORAI: I'm sorry. What year are you
24 talking about?

25 MR. LEWIS: March of 2017 at the township

1 building.

2 THE WITNESS: Yes, we did have a meeting,
3 correct.

4 BY MR. LEWIS:

5 Q. And would it be fair to say that the purpose of
6 that meeting was to determine whether the parties would be
7 able to resolve the claims that had been filed as of that
8 time?

9 A. I suppose, yes.

10 Q. Well, what do you think was the purpose of the
11 meeting?

12 A. The purpose of the meeting was to understand
13 exactly what was going on with the site.

14 Q. At that meeting, did you ask why the company had
15 decided to move the valve?

16 A. I don't recall asking that question.

17 Q. You don't have a recollection. So if Mr. Gordon
18 testifies that you did and that he provided you with an
19 answer to that, are you going to say Mr. Gordon is not
20 telling the truth?

21 A. No, I'm not; of course not.

22 Q. There have been a lot of press reports about this
23 case, and I want to just make sure we're clear on some of
24 the other issues that are related to the compliance with the
25 agreement by Sunoco. You mentioned some of the promises and

1 I want to just walk through those promises.

2 There's a promise you said that Sunoco would site the
3 VCU, the vapor combustion unit, at a designated location;
4 correct?

5 A. Correct.

6 Q. And the company complied with that promise; isn't
7 that correct?

8 A. Yes.

9 Q. And there was a promise that the company would
10 automate a valve at Mile Post 228; correct?

11 A. Correct, after much delay.

12 Q. Okay. But it was automated; is that not correct?

13 A. Finally, yes, yes.

14 Q. Similarly, the company said it would automate a
15 valve at Mile Post 236.6.

16 A. Yes.

17 Q. And that valve was automated, too; isn't that
18 correct?

19 A. That's correct.

20 Q. And there was a commitment by the company not to
21 build on the additional acreage, and, in fact, the company
22 has not built on the additional acreage; isn't that correct?

23 A. That is correct.

24 JUDGE BARNES: By additional acreage, do you
25 mean the Janiec 1 property?

1 MR. LEWIS: Yes, Your Honor. We'll --

2 JUDGE BARNES: Thank you. That's fine.

3 That's sufficient. Thank you.

4 BY MR. LEWIS:

5 Q. Mr. LaLonde, you submitted an affidavit to support
6 the petition for ex parte relief and an interim emergency
7 order; correct?

8 A. I did.

9 Q. At paragraph 21 of your affidavit, you said, "The
10 Janiec 2 tract is entirely green and/or tree covered. Site
11 clearing, particularly for facilities that are not permitted
12 on that site, would be needlessly detrimental to the
13 township."

14 Do you recall stating that in your affidavit?

15 A. I don't have the affidavit in front of me, but I do
16 recall something to that effect, yes.

17 Q. I'm happy to provide you with it.

18 JUDGE BARNES: Perhaps you can provide him
19 with a copy.

20 MR. LEWIS: Yes. Your Honor, would you like
21 one?

22 JUDGE BARNES: I have the verification. Thank
23 you.

24 (Document handed to witness.)

25 THE WITNESS: Thank you.

1 BY MR. LEWIS:

2 Q. Later in the same paragraph, you said that --

3 A. Could you please direct where you were again, sir?

4 Q. Yes. Please turn to page 8, paragraph 21.

5 A. Okay.

6 Q. And then I'm going on to the same paragraph on page

7 9. You stated that the clearing and grubbing that SPLP has
8 done can be characterized as destroying the Commonwealth's
9 precious and irreplaceable natural resources.

10 A. Yes.

11 Q. And if you look at paragraph 22, you stated, "The
12 township sought in the settlement agreement to prevent the
13 exact permanent harm to its natural resources that is about
14 to occur if the PUC does not step in to maintain the status
15 quo." Do you see that?

16 A. I do.

17 Q. All right. Now, you previously testified that the
18 Township Board of Supervisors approved a final land
19 development plan for the Traditions development; correct?

20 A. Correct.

21 Q. And it's true, is it not, that that development
22 contemplated a 114-unit independent living facility?

23 A. Yes.

24 Q. And it's true that the facility was going to be
25 43,671 square feet; correct?

1 A. That is correct.

2 Q. And isn't it also true that in order to construct
3 that facility, the developer would have needed to clear and
4 grub the property?

5 A. Yes.

6 Q. Now, if you look at the plan, there are -- do you
7 have Township 11 in front of you?

8 A. Yes.

9 Q. Do you see that there are little arrows showing
10 traffic flow around the facility?

11 A. I do.

12 Q. Am I correct that the facility contemplated it
13 looks to me like over 50 parking spots?

14 A. Yes.

15 Q. And do you see the traffic flow that goes at the
16 bottom of the facility, that the arrow goes in both
17 directions?

18 A. Yes.

19 Q. So, isn't it correct that this facility would have
20 been using the driveway that the fire station uses?

21 A. Yes.

22 Q. And in order to get in and out of the facility,
23 whoever was using those 50 spots would have used the fire
24 department's driveway?

25 A. Yes. Under certain conditions, yes.

1 Q. Now, you said you were on the site on July 7th.

2 A. I was there all week, yes, correct. On the 7th
3 especially, yes.

4 Q. Okay. Were you there the following week?

5 A. I've been at the site almost every day either
6 morning or afternoon; most recently this last Friday and
7 this morning.

8 Q. On the days that you have been there since July
9 7th, is it your testimony that there have been vehicles
10 blocking the fire department driveway?

11 A. Not since that day, no, no. There's been very
12 little activity at the site because the grubbing and
13 clearing is done.

14 MR. LEWIS: Thank you. I have no further
15 questions.

16 JUDGE BARNES: All right. I have a couple of
17 questions. The driveway that counsel referred to on
18 Township 11 on the plans.

19 THE WITNESS: Yes.

20 JUDGE BARNES: You said under certain
21 conditions. Could you explain that? And I also have a
22 question as far as when it was going to be expanded from
23 what it currently is.

24 THE WITNESS: Yes. As part of this Traditions
25 land development project, the township was also concerned

1 about access to this site using the fire department
2 driveway. To that end, if you can notice, there are darker
3 black kind of vertical lines at the entrance both at the
4 very bottom of the map.

5 If you see the "only," which is upside down,
6 exiting onto Boot Road, do you see that marked on the map
7 with a right turn arrow coming out onto Boot?

8 MR. SOKORAI: We have a larger copy here.

9 JUDGE BARNES: Maybe we can all look at the
10 same --

11 (Pause.)

12 MR. SOKORAI: The same copy as what you have.

13 THE WITNESS: If I direct Your Honor --

14 JUDGE BARNES: I see the arrows.

15 THE WITNESS: If you see the darker black
16 pretty much vertical line, just adjacent to the left of that
17 "only" mark, that is a gate that would be activated by the
18 fire company that would restrict traffic during an emergency
19 response.

20 So if a fire call came in, gates would come
21 down restricting traffic in or out of the site to Traditions
22 to allow the fire company fire trucks to exit or enter back
23 to the fire company.

24 There's also a gate on the rear of the
25 property on the rear driveway. It's the upper right corner

1 of the building, the proposed Traditions building. You see
2 another dark black mark. That's where another automatic
3 gate which is triggered by the fire company would have been
4 installed.

5 That was another concern back in 2009, '10 and
6 '11 of the township to restrict vehicle activity to allow
7 the fire trucks to exit and enter the property.

8 JUDGE BARNES: I actually see two lines with
9 the word "stop" written at the top.

10 THE WITNESS: Yes.

11 JUDGE BARNES: So that's two gates at the top
12 and one at the bottom?

13 THE WITNESS: Correct, correct.

14 JUDGE BARNES: Okay. It wasn't clear to me
15 when this plan was approved by the township.

16 THE WITNESS: We were ready for final plan
17 approval by the Board of Supervisors per the planning code
18 and our planning process in December of 2015.

19 JUDGE BARNES: '15.

20 THE WITNESS: Yes.

21 JUDGE BARNES: And you mentioned that Sunoco
22 had condemned the property, but do you know approximately
23 what time frame?

24 THE WITNESS: I don't. At that meeting -- I
25 mean this very honestly -- we were taken aback by the

1 president of the Goshen Fire Company interrupting our
2 approval process during the meeting to state that something
3 was going on with the Janiec 2 tract that we needed to
4 investigate before we gave final plan approval. So we
5 suspended the activity, the approval.

6 JUDGE BARNES: When was that meeting?

7 THE WITNESS: December -- it was the second
8 Wednesday of December 2015. I don't know the date right
9 offhand.

10 JUDGE BARNES: 2015.

11 THE WITNESS: Correct, correct.

12 JUDGE BARNES: That's all I have.

13 MR. LEWIS: Your Honor?

14 JUDGE BARNES: Yes.

15 MR. LEWIS: May I just ask a few additional
16 questions to clarify?

17 JUDGE BARNES: You may, yes.

18 (Pause.)

19 JUDGE BARNES: I do have one more question.
20 Can I ask my one final question and then you may add to your
21 cross?

22 MR. LEWIS: Yes, Your Honor.

23 JUDGE BARNES: Your photographs in Township
24 Number 9.

25 THE WITNESS: Yes.

1 JUDGE BARNES: Directing your attention to the
2 last photograph of the gravel driveway is what you call it,
3 could you roughly show me on Township 11 where that might
4 be?

5 THE WITNESS: That is -- I'd have to estimate
6 -- 30 to 40 feet -- if you look at 11.

7 JUDGE BARNES: Yes.

8 THE WITNESS: There's a dark property line
9 just below the "only" wording on the exit.

10 JUDGE BARNES: Are we on Boot Road?

11 THE WITNESS: Yes.

12 JUDGE BARNES: Okay.

13 THE WITNESS: We're coming up from Boot Road.

14 JUDGE BARNES: Okay.

15 THE WITNESS: It's maybe 30 to 40 feet in from
16 that property line that is the dark line that goes across
17 the entrance. Maybe 30 to 40 feet in from there is the
18 curb. You can see the existing -- it's very, very light --
19 hash mark which shows the existing curb of the fire company
20 as it is today.

21 That existing hash mark is very light, but it
22 starts kind of at the "y" in the "only" and goes on a curve
23 to the right. It's directly back -- almost directly back
24 from Boot Road.

25 JUDGE BARNES: Okay. So it is to the west of

1 the current driveway of the fire department?

2 THE WITNESS: It's in the driveway, the
3 existing driveway of the fire company.

4 JUDGE BARNES: Oh, it is in --

5 THE WITNESS: It's in the existing cartway
6 inside the curb line, and you can see the curb as it curves
7 in the picture. It goes to the cones and then from there.

8 JUDGE BARNES: Okay. Thank you. Go ahead,
9 Mr. Lewis.

10 BY MR. LEWIS:

11 Q. Mr. LaLonde, I'd like to show you two exhibits
12 which may help to clarify the timing of the final land
13 development approval for the Traditions development.

14 (Pause.)

15 JUDGE BARNES: Does counsel have a copy?

16 MR. BROOMAN: Yes, Your Honor. Thank you.

17 BY MR. LEWIS:

18 Q. Mr. LaLonde, I placed before you two exhibits. One
19 document is marked Exhibit R-6 and is entitled, "West Goshen
20 Township Board of Supervisors Meeting January 13, 2016."
21 And the second document is marked Exhibit R-7, "West Goshen
22 Township Board of Supervisors Meeting January 27, 2016."

23 (Whereupon, the documents were marked as

24 Respondent Exhibits Nos. 6 and 7 for identification.)

25 BY MR. LEWIS:

1 Q. First, if you would turn your attention to Exhibit
2 R-6, could you please read out loud the last paragraph on
3 the first page?

4 A. "A discussion of the Final Land Development for a
5 43,671 square foot, 114 unit independent living facility for
6 Traditions Development of Boot Road between State Route 202
7 and Greenhill Road ensued. The project was scheduled for
8 approval at this meeting. Mr. Bob Hall, President of Goshen
9 Fire Company, stated that he understood Sunoco Logistics had
10 approached Traditions about possibly using their property in
11 the construction phase of the Mariner II pipeline project.
12 Mr. Hall requested that the Board of Supervisors delay their
13 vote until the Township could investigate the impacts of the
14 Mariner II project on emergency access for the Goshen Fire
15 Company substation located adjacent to the Traditions
16 property. Mr. John Jaros, representing Traditions, stated
17 that he was still requesting Final approval this evening, as
18 the project has met all Township conditions for approval."

19 Q. And is this the conversation or discussion at a
20 township meeting to which you were referring earlier?

21 A. Yes, and I apologize. I thought it was December,
22 but it was less than a month later in January of 2016, not
23 December of '15.

24 Q. And then at the January 27th meeting, could you
25 read I guess it's the second or third paragraph from the

1 bottom that discusses the Board vote on the approval?

2 A. Yes. "On a motion by Mr. Meakim, seconded by Mr.
3 Purnell, the Board voted unanimously to approve the Final
4 Land Development for a 43,671 square foot, 114 unit
5 independent living facility for Traditions Development
6 Corporation on Boot Road between State Route 202 and
7 Greenhill Road continued from the January 13, 2016, Board of
8 Supervisors meeting. Mr. Halvorsen thanked the Traditions
9 representatives for their patience stemming from the tabling
10 of the approval from the January 13, 2016, meeting. Mr. Bob
11 Hall, President of Goshen Fire Company, thanked the Board of
12 Supervisors for delaying the vote to tonight in order to
13 conduct their due diligence regarding the interaction of the
14 Sunoco Mariner II project regarding the fire company
15 property and the Traditions property."

16 Q. Mr. LaLonde, I should have asked you. I can
17 represent to you that these were minutes that were
18 downloaded from the township's website. Can you identify
19 them as the minutes of the Board of Supervisors of the
20 township subject to check, of course, by your counsel?

21 A. Yes.

22 Q. One last question about the condemnation. Have you
23 seen the declaration of taking that the company filed for
24 the Traditions property?

25 A. I have not.

1 Q. But you're in the belief that the company condemned
2 the entire property?

3 A. I have no direct information about that topic at
4 all, but that is my belief, yes.

5 Q. But you have no information about it?

6 A. No, I do not.

7 MR. LEWIS: Thank you.

8 JUDGE BARNES: Is there any redirect?

9 MR. SOKORAI: Just very minor, Your Honor.

10 REDIRECT EXAMINATION

11 BY MR. SOKORAI:

12 Q. There was a comment about a series of promises in
13 Section II that Sunoco did comply with. Do you remember Mr.
14 Lewis asking you about those promises in Section II?

15 A. Yes.

16 Q. And one of those promises was that the company
17 would automate a valve at Section 228 or at Mile Marker 228.

18 A. Yes, correct.

19 Q. And there was a discussion that that was, in fact,
20 done; correct?

21 A. Correct.

22 Q. But did the township have to sue first to get that
23 done?

24 A. We did. I believe the installation was a year
25 overdue from the agreed-upon timetable to get that valve

1 automated.

2 Q. I'm sorry. Or was that Mile Marker 236.6?

3 A. I refer to it as the Thornbury Delaware County
4 valve. I don't know the mile marker offhand. I'm sorry.

5 Q. So they did it, but after a suit was brought?

6 A. Correct, correct.

7 Q. After that was done, the complaint was amended, I
8 believe, and that's no longer an issue before the court?

9 A. That is correct. That is correct.

10 Q. There were some questions about the Traditions
11 traffic. There would be traffic with the Traditions
12 proposal. We also talked about traffic being an issue with
13 respect to access to the fire department for the current
14 construction of the Mariner East that's going on now.

15 Can you compare the two and explain to the court why
16 you're concerned about the Mariner construction right now as
17 opposed to what would have been done with the Traditions
18 traffic?

19 A. Yes. An extensive traffic --

20 Q. Please use Exhibit 11 as well.

21 A. I'm sorry. During the multi, multi-year planning
22 for the Traditions project, the applicant's traffic engineer
23 presented traffic studies. The township had extensive
24 interactions with the traffic engineer and the developer's
25 engineer on the traffic impact both from residents and

1 employees coming and going from the Traditions site.

2 My recollection is given the age demographic that the
3 Traditions developer was looking at, 75 to 85-year-olds,
4 traffic impact was very, very minimal for this site; and
5 again, as I stated earlier, the gates that were to be
6 installed as part of the project were instrumental in the
7 Board's approval of the project given that priority, extreme
8 priority during an emergency event is given to Goshen Fire
9 Company with the gates and the vehicle controls that were to
10 be installed as part of the project.

11 Q. Has Sunoco coordinated at all with the township
12 about their access?

13 A. No.

14 Q. Now, tell me what is the biggest, to you as the
15 township after hearing and discussing everything on direct
16 and on cross, what's the biggest issue with allowing them to
17 proceed on-site now with this drilling and installation of
18 this valve now?

19 A. Well, considering the township has an action before
20 the Commission requesting that the valve not be allowed to
21 be put in at this location given our settlement agreement,
22 if we are granted relief in the near future with the
23 Commission and Sunoco is forced to, I guess, relocate or
24 place the valve at the originally agreed-to position on the
25 Janiec 1 site, they will have installed by that time this

1 valve. They will have to remove this valve and relocate it
2 back to Janiec 1 causing yet another construction sequence,
3 more traffic, more dust, more everything impacting our
4 township residents.

5 So they're doing work twice that if they just abide by
6 the settlement agreement.

7 MR. SOKORAI: I don't have any further
8 questions. Thank you.

9 JUDGE BARNES: Thank you very much. You may
10 step down.

11 THE WITNESS: Thank you.

12 (Witness excused.)

13 JUDGE BARNES: Mr. Lewis, did you wish to move
14 for admission of Exhibits R-6 and R-7?

15 MR. LEWIS: I was going to do it at the end,
16 but I'm happy to do it now. I move for the admission of
17 Exhibits R-6 and R-7.

18 JUDGE BARNES: Is there any objection?

19 MR. SOKORAI: No objection, Your Honor.

20 JUDGE BARNES: All right. They are admitted.

21 (Whereupon, the documents marked as Respondent Exhibits
22 Nos. 6 and 7 were received in evidence.)

23 MR. SOKORAI: Your Honor, you did ask about
24 the timing of the condemnation. I think it's a public
25 record.

1 MR. BROOMAN: May 12th, 2016.

2 MR. SOKORAI: Yes.

3 JUDGE BARNES: May 12th, 2016?

4 MR. BROOMAN: Yes. We actually marked it as
5 Exhibit 20. I don't think we need it sponsored by a
6 witness.

7 JUDGE BARNES: If you can stipulate that
8 that's a fact, I'm satisfied.

9 Do we need a short recess or anything?

10 MR. SOKORAI: We probably need a recess
11 because Mr. Kuprewicz is on the phone next.

12 JUDGE BARNES: All right. Let's take a five-
13 minute recess. We're off the record.

14 (Recess.)

15 JUDGE BARNES: We are back on the record.

16 Mr. Kuprewicz, this is Judge Barnes. Good
17 afternoon, sir.

18 MR. KUPREWICZ: How are you doing, Your Honor?

19 JUDGE BARNES: I'm fine. Are you prepared to
20 testify today?

21 MR. KUPREWICZ: Yes, I am.

22 JUDGE BARNES: All right. I am going to swear
23 you in.

24 Whereupon,

25 RICHARD B. KUPREWICZ

1 having been duly sworn, testified as follows:

2

3 JUDGE BARNES: You may proceed.

4 MR. SOKORAI: Thank you, Your Honor.

5 DIRECT EXAMINATION

6 BY MR. SOKORAI:

7 Q. Mr. Kuprewicz, could you please tell us what your
8 profession and professional experience are?

9 A. Well, I have extensive background, over 40 years,
10 in the energy industry. The last three or four decades have
11 been with pipeline evaluation, mainly, and also refining.

12 Q. Do you have experience in reviewing horizontal
13 directional drilling plans or HDD plans, we'll call it, for
14 reasonableness and safety?

15 A. Yes.

16 Q. Okay. And have you testified as an expert in such
17 matters in the past?

18 A. Yes.

19 Q. Exhibit 12, we have previously marked, is a CV or a
20 resume, seven pages, starting with your employment at
21 Accufacts on top at 1999 and the very last entry, No. 57,
22 looks like a review of an impact statement. Does that
23 summarize -- first of all, do you have a copy of that resume
24 or C.V. in front of you?

25 A. I had, wait -- yes, I do.

1 Q. All right. That's what we have marked as Exhibit
2 12. Is that your resume?

3 A. Yes.

4 Q. Does that accurately set forth your professional
5 experience and education?

6 A. Yes, it does. It doesn't include investigations or
7 reports I've done for criminal investigations that are not
8 in the public domain, for obvious reasons.

9 MR. SOKORAI: Your Honor, I don't anticipate
10 we're going to have expert testimony as opposed to fact
11 testimony, but it may tip over, so just to -- I'd rather
12 just qualify and offer him as an expert now and offer any
13 voir dire if there is any.

14 MR. LEWIS: Your Honor, we would stipulate
15 that Mr. Kuprewicz is an expert in pipeline safety. We
16 would not agree that there is a recognized discipline known
17 as reasonableness, so we're happy to stipulate that he is an
18 expert in pipeline safety.

19 JUDGE BARNES: Is that sufficient?

20 MR. SOKORAI: It is, Your Honor, and I'll just
21 clarify "reasonableness."

22 BY MR. SOKORAI:

23 Q. In your capacity as a pipeline safety expert, do
24 you engage in reviews of the reasonableness of HDD plans?

25 A. I have on occasion.

1 JUDGE BARNES: All right. The Court will
2 accept him as an expert witness regarding pipeline safety.
3 You may question him as you see fit.

4 MR. SOKORAI: Thank you, Your Honor.

5 BY MR. SOKORAI:

6 Q. Could you just tell us when you were retained by
7 West Goshen Township and for what purpose?

8 A. Approximately mid-2014, and mainly it was focused
9 on what we'll call the Mariner East 1 project, the eight
10 inch existing pipeline repurposing where they were going to
11 reverse it and put it into HVL service.

12 I basically was asked to look at all aspects of safety
13 regarding the proposed operation of that pipeline as it
14 could affect the West Goshen Township.

15 Q. Okay. What types of things would you look at and
16 why, or did you look at and why?

17 A. Well, for a liquid pipeline, you start with an
18 elevation profile, because that's kind of what I'll call the
19 soul or the basic foundation which everything else will
20 build off of.

21 So the elevation profile, and then from there, without
22 getting into too much technical detail, where would you have
23 pump stations, how would they basically be designed, where
24 would you suggest to put valves, and then check into other
25 issues related to, what did you do to re-verify the

1 integrity of the pipeline in a situation of ME1, because
2 that was an existing pipeline being refurbished.

3 Q. And did you in fact look at all those documents?

4 A. Yes, I did.

5 Q. And did you make recommendations to the township
6 regarding Mariner East 1 eight inch line?

7 A. Yes, I did.

8 Q. And what types of recommendations did you make?

9 A. Well, there was a lot of discussion, they were
10 getting a lot of feedback from the public about trying to
11 avoid the pump station having a flare, and without getting
12 into the details against confidentiality, my position would
13 be that Sunoco understood the importance of the flare at
14 that pump station, and it was important that that be
15 installed there. So that was one of the issues that was
16 fairly technically detailed. And then we had to --

17 Q. I'm sorry. Is the flare the same thing as that VCU
18 that other witnesses talked about earlier?

19 A. I didn't hear the other witnesses, but I'll call it
20 a flare. I don't know what "VCU" means.

21 Q. So you made some recommendations regarding having
22 that flare there. Anything else?

23 A. Well, went into the detail review of what I'll call
24 the piping instrument diagram for the Boot Road pump
25 station. These are all confidential documents that were

1 provided by Sunoco and I looked at those extensively and
2 concluded that Sunoco had prudently designed that system to
3 handle its service.

4 Q. Now, you mentioned this confidentiality. When you
5 received documents and drawings and specifications from
6 Sunoco, were you able to share them with West Goshen
7 Township and West Goshen Township's counsel?

8 A. No.

9 Q. So you and you alone were permitted to review these
10 documents?

11 A. That's correct.

12 Q. Okay. Did Sunoco agree to automate any valves in
13 connection with your recommendations?

14 A. Yes.. We had discussions about some valve placement
15 and valve, beyond the placement, the requirement to automate
16 the valves such that they could be remotely closed and
17 opened from the control center.

18 Q. And in fact, I think both of those valves were
19 ultimately done?

20 A. Yes, on the eight inch.

21 Q. Okay. And was there any correlation with any
22 lawsuits that West Goshen Township brought?

23 A. Well, the original understanding in talking with
24 the Sunoco project manager, Mike Slough, is they were going
25 to automate these valves. They were existing valves that

1 could be easily automated, and they were in a reasonable
2 place to have the automated.

3 Apparently, there was some problem getting -- I think
4 one of the valves was quickly automated, but the one
5 downstream, and I don't remember the exact mile code,
6 immediately downstream of -- when I say "immediately,"
7 further downstream of the Boot Road pump station, took a
8 while. The line had been operating for quite a while before
9 that became automated.

10 Q. And then it was ultimately installed after a suit
11 was filed?

12 A. I believe so, yes.

13 Q. When did your assignment expand to include the
14 Mariner East 2, or the new 20 inch line?

15 A. Somewhere around March of 2016.

16 Q. Now, were you provided more documents by Sunoco in
17 connection with that review?

18 A. Yes, under the constraints of a confidentiality
19 agreement, they provided that information on my birthday,
20 which was April 8, 2016.

21 Q. And similarly, you were not allowed to share that
22 with West Goshen Township or their counsel, correct?

23 A. That's correct, yes.

24 Q. Now, were you involved at all with the settlement
25 negotiations that led to the settlement agreement between

1 West Goshen Township and Sunoco?

2 A. Not involved in terms of negotiations and things
3 like that. From time to time, if they had like a flare or
4 what you call the VCU would come up, I would explain to the
5 attorneys why technically this may be needed or why it
6 wouldn't be needed.

7 Q. But did you receive copies, draft copies of the
8 settlement agreement?

9 A. No.

10 Q. Are you aware that the settlement agreement calls
11 for a valve at a very specific location called the SPLP use
12 area?

13 A. I'm aware of that now, yes.

14 Q. Because of this lawsuit?

15 A. Yes.

16 Q. Okay. But you were not involved in any of the
17 negotiations to put any particular facilities at any
18 particular spots, correct?

19 A. That is correct, yes.

20 Q. And was the location of the valve station important
21 to your analysis, or was that more of a township issue?

22 A. That was a township issue.

23 Q. Are property boundaries and township boundaries
24 relevant to your analysis?

25 A. No. Mine is a safety analysis.

1 Q. Did you ever discuss with -- well, let me ask you
2 this. Did you have contact with Sunoco regarding what was
3 depicted in these documents?

4 A. In the documents that showed up in April of 2016
5 for Mariner 2?

6 Q. Yes.

7 A. Could you repeat the question, please?

8 Q. Did you have any discussions with Sunoco about
9 those documents?

10 A. Yes, I did.

11 Q. And who did you speak with?

12 A. Mike Slough.

13 Q. And did you talk to Mike Slough about --

14 JUDGE BARNES: I'm sorry, counsel.--

15 MR. BROOMAN: You wanted all the spellings.

16 THE WITNESS: Mike Slough?

17 MR. SOKORAI: Slough, S-L-O-U-G-H.

18 JUDGE BARNES: Thank you.

19 BY MR. SOKORAI:

20 Q. Is that correct?

21 A. Yes.

22 Q. Okay. Did Mike Slough ever talk to you about
23 notification to the township under a settlement agreement?

24 A. No.

25 Q. Did you ever discuss with Mr. Slough Sunoco's

1 obligation to put the valve station in the SPLP use area?

2 A. No.

3 Q. Did it ever even come up in conversation?

4 A. No, it did not.

5 Q. What was your role in evaluation, if at all, in
6 evaluation of Sunoco's HDD plan?

7 A. I became aware of it because the documents were
8 supplied to me in April of 2016, and then I had a
9 conversation with Mike about, you're HDD-ing basically
10 underneath the township.

11 And he explained to me, the reason they were HDD-ing
12 there was, the Pennsylvania DOT requirement to HDD under
13 State Route 202, and so in doing that, that would require
14 that the HDD go well below the pump station, and it turned
15 out it would come up on the east side of State Route 202,
16 and that they would then do a second HDD some distance
17 about, I'll say 200 feet where the original HDD came out by
18 conventional open cut methods which would be an ideal place
19 to put a valve. And I agreed with him, yes, that would be
20 an ideal place to put a valve.

21 Q. And why would that be an ideal place to put a
22 valve?

23 A. It's close to the surface. You're already at the
24 surface, and so valves usually have to surface above the
25 ground.

1 Q. Were any reasons given to you why Sunoco couldn't
2 bring the horizontal directionally drilled pipes closer to
3 the surface in the agreed-upon area, to put the valve
4 station there?

5 A. No, that --

6 MR. LEWIS: Objection, lack of foundation --

7 THE WITNESS: -- conversation never occurred.

8 JUDGE BARNES: Hold on, there's an objection.

9 Go ahead, Mr. Lewis.

10 MR. LEWIS: Lack of foundation.

11 MR. SOKORAI: Merely asking if that was
12 discussed. It's either yes or no.

13 JUDGE BARNES: I don't understand your
14 objection, actually.

15 MR. LEWIS: He seemed to be asking a question
16 -- if the question is what was discussed, I have no
17 objection to the question, but that was not the way the
18 question was phrased.

19 MR. SOKORAI: I'll rephrase.

20 JUDGE BARNES: Please rephrase the question.

21 Thank you.

22 BY MR. SOKORAI:

23 Q. You indicated that Mr. Slough discussed a valve-
24 station being placed east of 202 in your discussions,
25 correct?

1 A. Yes.

2 Q. And you did not discuss that with the township,
3 correct?

4 A. That is -- to the best of my recollection, that is
5 correct at the time, yes.

6 Q. And since this lawsuit, you've discussed that,
7 right?

8 A. Yes.

9 Q. Okay. Now, what I'm asking you is, was the west
10 side, the SPLP use area, the agreed-upon location, was that
11 discussed as an alternative?

12 A. No.

13 Q. Was any reason ever given to you by Mr. Slough or
14 anyone at Sunoco why they couldn't do it at the SPLP use
15 area?

16 A. No.

17 Q. Were you evaluating this in any way as to whether
18 this complied with any obligation to put it in the SPLP use
19 area?

20 A. No.

21 Q. Why not?

22 A. I didn't see it as my jurisdiction. I was looking
23 for safety issues.

24 Q. Okay. Did you even notice that it was an issue?

25 A. No.

1 Q. Now, right now, Sunoco has equipment to do
2 horizontal directional drilling right on this Janiec 2 site.
3 That's the site on the east side of 202. Is there any
4 significance to the drilling occurring at that location
5 relative to where the valve station would go?

6 A. Well, the HDD, where it comes out drives the
7 potential for where a valve might want to be placed.

8 Q. Meaning that if the horizontal directional drilling
9 was occurring in the SPLP use area, that is where the valve
10 station would go?

11 A. Yes. That would be an opportunity for it to be
12 there.

13 JUDGE BARNES: I'm sorry. He keeps referring
14 to HDD.

15 MR. SOKORAI: I'm sorry. That's an acronym
16 for horizontal directional drilling.

17 JUDGE BARNES: Okay.

18 BY MR. SOKORAI:

19 Q. Let me just, because we may have had confusion on
20 the acronyms there, so we have horizontal directional
21 drilling on the east side, but that generally means that's
22 where the valve station would go, correct?

23 A. I'm sorry, I didn't hear your question.

24 Q. The horizontal directional drilling now occurring
25 on the east side of 202, that means that's where the valve

1 station would go, correct?

2 A. That would be a logical place for it, yes.

3 Q. But if the horizontal directional drilling were
4 occurring on the agreed-upon area, the SPLP use area, that
5 would be the logical place for the valve station, right?

6 A. That's correct.

7 Q. And that all has to do with the relative location
8 of the pipes to ground level or grade?

9 A. That's correct, yes.

10 Q. So if they put the pipe in the ground as they're
11 doing now over on the east side, can they simply just move
12 the valve station over to the SPLP use area later?

13 A. No, because the HDD takes the main pipe, in this
14 case the 20 inch, very deep, and then it arcs up to the
15 surface. So the opportunity for a valve is where it comes
16 close to the surface, so as presently proposed back in April
17 of 2016, you know, it was going to go underneath the Boot
18 Road pump station somewhere like 75 feet deep, which there's
19 no way you can get a valve there.

20 Q. Was any reason given to you why they couldn't do it
21 the horizontal directional drilling at the SPLP use area?

22 A. No, never came up.

23 Q. Would re-drilling, if they have to simply -- if
24 they finish this valve station here and now do new drilling
25 over on the SPLP use area, is that re-drilling and re-

1 running of the line, is that risk- and cost-free?

2 A. No. You're basically duplicating all the expenses
3 and issues and permits that may be associated with having to
4 come up with a new HDD bore.

5 Q. Are there any risks to the public?

6 A. Well, yes. I'm reading way too much about HDD
7 breakouts or frackouts, you know. We shouldn't be having to
8 say "frackouts" going up from --

9 Q. Okay. How about in Chester County or Delaware
10 County, have you seen any of these frackouts?

11 A. Yes. I've seen a newspaper article. I've not seen
12 the sites themselves.

13 Q. What are frackouts?

14 A. It's when you're doing an HDD, you're boring and
15 you have a drilling mixture of bentonite and water.
16 Bentonite by its nature is supposed to be an inert clay, so
17 it shouldn't be an environmental issue, but it can be a
18 particulate issue.

19 A breakout or a frackout is, you're doing a bore under
20 -- and this is oversimplification, so I apologize -- you're
21 doing the HDD bore, you're in a cylinder of bentonite and
22 water mixture, and you monitor the pressures to monitor the
23 integrity of the bore.

24 And in some cases, you could actually, in the pressures
25 involved, can crack out or break out and get out of the

1 cylinder for boring, and it can migrate that into water, or
2 in some cases I see they're getting into drinking water
3 wells.

4 MR. SOKORAI: I don't have any further
5 questions. Thank you.

6 JUDGE BARNES: Bentonite is spelled
7 B-E-N-T-O-N-I-T-E; is that correct?

8 THE WITNESS: You're asking an engineer to
9 spell?

10 (Laughter.)

11 JUDGE BARNES: Yes, I am.

12 BY MR. SOKORAI:

13 Q. Is that your best guess?

14 A. That's close enough.

15 JUDGE BARNES: Subject to check, okay, just
16 for the court reporter. Thank you.

17 MR. SOKORAI: Opposing counsel and the Court
18 may have some questions here.

19 MR. LEWIS: Is this the microphone?

20 JUDGE BARNES: You have one on your table, Mr.
21 Lewis, Please speak into it. Thank you. This is cross-
22 examination.

23 CROSS-EXAMINATION

24 BY MR. LEWIS:

25 Q. Mr. Kuprewicz, this is Christopher Lewis. Can you

1 hear me?

2 A. Yes, I can.

3 Q. Mr. Kuprewicz, thank you for your testimony today.

4 I just want to make sure that certain facts are clear.

5 First, it is correct that when you prepared your report on
6 Mariner East 2, the valve that we're discussing today in
7 court as shown to you was sited on the east side of Route
8 202 in what we've been calling today the Janiec 2 tract; is
9 that correct?

10 A. Yes, it is.

11 Q. I have a copy of a report from you to Mr. Casey
12 LaLonde dated January 6, 2017 on Accufacts, Inc. letterhead,
13 and it appears to be signed by you in blue ink. I recognize
14 that you may not have -- do you have a copy of the report in
15 front of you? Do you have your report?

16 A. Give me a second. I might be able to call it up.
17 That's a 2017 Mariner East 2 report?

18 Q. Correct.

19 A. Excuse me a second.

20 (Pause.)

21 A. I have it in front of me, January 6, 2017.

22 Q. Okay. On page 2 of 9, the first full paragraph,
23 the report states, "Accufacts finds that Sunoco has
24 incorporated additional processes in excess of minimum
25 federal pipeline safety regulations that should assure the

1 safety of this proposal across the township." That was your
2 conclusion in January 2017, correct?

3 A. Yes, it is.

4 Q. And on the very last page, on page 9 of 9 in the
5 very last paragraph, the report states, "It is also
6 Accufacts' opinion that Sunoco on the 20 inch Mariner East 2
7 expansion pipeline segment that could affect the township is
8 exceeded federal pipeline safety regulations in utilizing
9 additional integrity management approaches, prudent pump
10 station design, main line valve placement and actuation,
11 pipeline monitoring as well as control room procedures,
12 automatic relief detection safety system and emergency
13 notification protocols that reflect the level of respect
14 that transporting HVL should require in a prudent pipeline
15 operation." Is that a true and accurate statement of your
16 conclusion in January of 2017?

17 A. Yes, it is.

18 Q. Now, in response to questioning from the township,
19 you stated that the company never gave you a reason why the
20 valve was placed on the Janiec 2 track rather than on the
21 west side of Route 202, correct?

22 A. I don't think that's quite accurate, but go ahead.
23 I may have misunderstood you.

24 Q. Okay. Well, you never asked the company why it was
25 placing the valve on the east side, did you?

1 A. We had conversations as to why it should go there
2 with Mike Slough, and our discussion, it was a very logical
3 outcome. The way they were doing the HDD, it was going to
4 come out on the east side of State Route 202, and then they
5 were going to do a consecutive, further own downstream,
6 another HDD, and so it was a logical place for that valve.

7 Q. I'm just trying to establish, you had regular
8 communication with Mike Slough, correct?

9 A. Yes, I did.

10 Q. And you made frequent requests for information and
11 documents from Mike Slough?

12 A. Yes, I did.

13 Q. And he was fully cooperative with you, wasn't he?

14 A. Yes, he was.

15 Q. So when you made an earlier statement that no
16 reason was given, that's not because the company refused to
17 give you information; is that correct? The company was
18 always forthcoming with you?

19 A. Well, again, I don't quite understand the question.
20 Maybe the way you stated the question, I answered
21 inappropriately earlier or wrong, but we discussed, there
22 was a logical place to put that valve on the east side of
23 202 based on the HDD going in as presented.

24 Q. Okay. Did you discuss with Mike Slough whether
25 siting the valve on the SPLP use area on the west side of

1 Route 202 would have been a prudent location?

2 A. No, I don't recall that, so I don't think we did.

3 MR. LEWIS: I have no further questions.

4 JUDGE BARNES: Any redirect?

5 REDIRECT EXAMINATION

6 BY MR. SOKORAI:

7 Q. The report that was just referenced by Mr. Lewis,
8 R-2, that report does not mention any contractual
9 obligations of Sunoco to put the valve station at the SPLP
10 use area, correct?

11 A. That's correct.

12 MR. SOKORAI: No further questions, Your
13 Honor.

14 JUDGE BARNES: Thank you very much, sir, for
15 your testimony today. We will be disconnecting you, and
16 have a nice day.

17 THE WITNESS: Thank you.

18 (Witness excused.)

19 JUDGE BARNES: Mr. Sokorai, do you wish to
20 move for admission Exhibit 12?

21 MR. SOKORAI: Yes, Your Honor.

22 JUDGE BARNES: Any objection?

23 MR. LEWIS: No objection, Your Honor.

24 JUDGE BARNES: Exhibit 12, Township Exhibit 12
25 is admitted.

1 (Whereupon, the document was marked as Township
2 Exhibit No. 12 for identification, and was received
3 in evidence.)

4 JUDGE BARNES: Mr. Lewis, do you wish to admit
5 Exhibit R-2?

6 MR. LEWIS: Yes, Your Honor.

7 JUDGE BARNES: Any objection?

8 MR. BROOMAN: No objection, Your Honor.

9 JUDGE BARNES: Hearing none, Exhibit R-2 is
10 also admitted.

11 (Whereupon, the document was marked as Respondent's
12 Exhibit No. 2 for identification, and was received
13 in evidence.)

14 JUDGE BARNES: You may call your next witness.

15 MR. LEWIS: Your Honor, call township
16 solicitor Kristin Camp.

17 JUDGE BARNES: Ms. Camp, please stand and
18 raise your right hand.

19 Whereupon,

20 KRISTIN S. CAMP

21 having been duly sworn, testified as follows:

22 JUDGE BARNES: Please be seated. Please state
23 your name and spell it for the record.

24 THE WITNESS: Kristin Camp. Is this on?

25 JUDGE BARNES: It should have a green light

1 on.

2 THE WITNESS: There we go. Kristin S. Camp,
3 first name K-R-I-S-T-I-N, last name C-A-M-P.

4 JUDGE BARNES: You may proceed, Mr. Sokorai.

5 MR. SOKORAI: Thank you, Your Honor.

6 DIRECT EXAMINATION

7 BY MR. SOKORAI:

8 Q. What is your role at West Goshen Township, Ms.
9 Camp?

10 A. I'm a partner of Buckley, Brion, McGuire & Morris,
11 and our firm is the appointed solicitor for the township.

12 Q. What are your general responsibilities as the
13 solicitor?

14 A. We serve as general counsel for the township. We
15 handle any legal matters involving anything relating to the
16 township.

17 Q. Can you please describe the history of West Goshen
18 Township's dealings with Sunoco regarding the Mariner
19 pipeline from a legal perspective?

20 A. Sure. The case started actually as a zoning
21 hearing. Sunoco had filed a special exception application
22 at the Zoning Hearing Board seeking to expand the --
23 actually build I think a new pump station and a new what we
24 call the VCU, vapor combustion unit or what Mr. Kuprewicz
25 referred to as the flare tower.

1 They sought approval through the Zoning Hearing Board
2 for those facilities related to Mariner East 1. The first
3 hearing went forward, and at the second hearing, in between
4 the first hearing and the second hearing, the Board of
5 Supervisors voted to take a position adverse to the
6 application, as well as probably 300 other residents who
7 came to the meeting.

8 As a result of the large outcry against the application,
9 Sunoco withdrew its application before the Zoning Hearing
10 Board, and they then filed a petition with the Pennsylvania
11 Public Utility Commission seeking approval under their
12 alleged public utility status.

13 The township then retained special counsel at High
14 Swartz, Ken Myers and David Brooman, to represent the
15 township's interests before the PUC.

16 And through that process, there was the Concerned
17 Citizens who also filed their own objections to the PUC from
18 Sunoco's petition and then thereafter their amended
19 petition.

20 The township spent a lot of time with their legal
21 counsel deciding what was their best avenue to be able to
22 protect the residents, as Mr. LaLonde testified, the primary
23 concern being the health, safety and welfare of the
24 residents, specifically those that live in and around the
25 existing Boot Road pump station.

1 After much consultation with the PUC counsel as well as
2 the expert, Richard Kuprewicz, the township decided it made
3 sense to discuss potential settlement. They were no longer
4 going to protest or try to defeat the public utility status
5 that Sunoco claimed, and instead they decided to try to
6 negotiate a settlement agreement where the board's largest
7 concerns could be addressed.

8 And that was primarily, as Mr. LaLonde testified,
9 protecting the health, safety and welfare of the residents,
10 containing -- one of the biggest concerns of some of the
11 residents that opposed the application before the Zoning
12 Hearing Board was, what was this going to look like.

13 The existing pump station had been there since the
14 1930's, you know, rather industrial looking in a residential
15 area, but people are used to it. It's been there.

16 So one of the goals of the supervisors was that any
17 expansion or any additional facilities that Sunoco would
18 need to build related to Mariner 1 would be contained within
19 that same parcel or, as Sunoco had advised the township,
20 that they had acquired or -- at that time, I think they had
21 acquired the what was referred to as Janiec 1 tract, the
22 4.42 acres adjacent to the Boot Road pump station.

23 The board wanted to make sure that if anything had to be
24 constructed related to Mariner 1 or Mariner 2 I guess at
25 that point, it really would be contained within those two

1 parcels to the west of Route 202.

2 The other concerns were really just safety issues, a lot
3 of people, you know, now learning for the first time what
4 Mariner 1 and Mariner 2, what types of liquids or gas would
5 be transported through the pipes.

6 Everybody was very concerned that these materials were
7 more volatile or highly volatile, and given the proximity of
8 these pipelines to residential properties, to schools, to
9 churches, the residents were really urging the Board of
10 Supervisors to do all they could to make sure that what was
11 being done was done in the most safe, prudent manner that it
12 could, and that's what the township really then researched,
13 who was the best in terms of the experts in terms of
14 pipeline safety. That's how actually one of the other
15 supervisors learned about Mr. Kuprewicz, retained him, and
16 part of the settlement agreement that was critical was
17 making sure that Mr. Kuprewicz be provided with information
18 to be able to come back to the board and assess whether what
19 they were doing, you know, met the PHMSA guidelines. I
20 don't know, that's an acronym for -- you'll have to help me,
21 Mr. Brooman, with the lettering. It's the federal agency
22 that promulgates guidelines in terms of pipeline safety.
23 Mr. Kuprewicz advised the board whether or not, in his
24 expert opinion, Sunoco was doing what they could to meet
25 those guidelines and/or to exceed those guidelines.

1 Q. With respect to the many residents or number of
2 residents who had this concern about this, keeping it all
3 contained in this --

4 A. Yeah, the residents of Mary Jane Lane and even the
5 subdivision called Hamlet Hill, it is across Boot Road, I
6 guess up on the south side of Boot Road, pretty dense
7 residential development.

8 From I'd say April of 2014, every month when the board
9 met, through when the settlement agreement was done in May
10 of 2015, pretty much every Board of Supervisors' meeting was
11 standing room only, these residents coming to really
12 understand what the board was going to do to try to protect
13 their interests with respect to what was happening with
14 Sunoco.

15 Q. Now, there's a document that we had that's called
16 Township Exhibit 2, which is an overhead picture of the
17 Janiec 1 tract. Here's a blowup right here.

18 A. I have it.

19 Q. Were you involved in the negotiations for the
20 settlement agreement?

21 A. I was. Mr. Myers and Mr. Brooman were primary
22 counsel, but I was reviewing things and providing input or
23 guidance.

24 Q. And the guidance that you would provide, in your
25 understanding of the settlement agreement, tell me what it

1 was, all the way through the process with respect to that
2 little area called the SPLP use area.

3 A. So that's referred to in the settlement agreement,
4 and that's what we also refer to as Janiec 1 property, the
5 4.4 acres that Sunoco had acquired from the Janiecs, I think
6 with the original intention to put another pump station and
7 the VCU.

8 And then through the settlement agreement, it was
9 determined that they could actually retrofit the existing
10 pump station and put the VCU on the existing Boot Road
11 facility, but that they would need to -- they wanted to
12 build in some flexibility that if there were other above
13 ground structures that would have to be constructed for
14 Mariner 1 or another Mariner, Mariner 2, it would be
15 confined with the SPLP use area.

16 Q. Okay. Was it your understanding that there was a
17 promise, a covenant, by Sunoco to put those additional --
18 that valve station in that area?

19 A. That's what the settlement agreement contained. It
20 was in the background section, but there was language in the
21 settlement agreement that indicated that all of the
22 representations made in the background paragraphs were being
23 relied upon by all of the parties, specifically as to my
24 client, the Board of Supervisors of West Goshen Township
25 were relying on those representations before they entered

1 the settlement agreement.

2 And again, it was critical to the board as to where
3 above-ground facilities would be located.

4 Q. Were you involved in any discussions with anyone
5 from Sunoco or their representatives as to why those
6 promises and covenants would be contained in the facts or
7 background section as opposed to in the covenant section?

8 A. I do not recollect those conversations.

9 Q. Okay.

10 A. I might have been copied on emails, but I think
11 most of those occurred mainly through Mr. Myers and Mr.
12 Brooman with Mr. Lewis.

13 Q. Okay. Now, were you ever involved in a meeting
14 with Sunoco in approximately January of '16, as Mr. LaLonde
15 said, after it was learned in the Traditions project that
16 Sunoco was doing something with respect to the Janiec 2
17 property?

18 A. Yes. So I had been involved since Day One when
19 Traditions first approached the Board of Supervisors seeking
20 a zoning change to allow their use on the Janiec 2 tract.

21 The board ultimately amended the zoning ordinance and
22 then held what's called a conditional use hearing to the
23 zoning hearing to allow the use.

24 That use got approved. Residents in East Goshen
25 appealed that use, so that probably took two years. After

1 the appeal was -- or the decision of the board was affirmed,
2 Traditions went forward with its land development plan. So
3 it had been a very long process.

4 They had a little bit of a holdup with getting their
5 Army Corps permits, so again, there was a delay. Finally,
6 in December of 2015, the developer came back to the township
7 and said, you know, we have all our other permits, we're
8 ready for the board to consider land development approval.

9 They came to the first meeting in January of 2016 asking
10 for the board to approve their land development plan, and
11 literally as the board was being asked to render that
12 decision, before the board took a vote, Bob Hall, president
13 of the Goshen Fire Company, stood up and said, "Board, do
14 you have any idea what's happening here? Sunoco has
15 approached us, asking us for easements to be able to access
16 the Janiec or the Traditions site."

17 And having been involved in the Traditions development
18 process throughout the years, I was surprised by that. I
19 think the board, this was the first that they had heard
20 about it. And Mr. Hall said, you know, I would ask that the
21 board would please defer taking a vote, that you can
22 understand exactly what Sunoco's going to be doing, how it's
23 going to impact the fire company operations and how it's
24 going to impact Traditions being able to develop the site.

25 We actually had to wrangle the solicitor representing

1 the applicant, because they were really anxious to move this
2 forward, and I said, "Well, the board's not going to take a
3 vote on it. They need to understand what's happening with
4 Sunoco." He reluctantly granted the extension.

5 And in between the first meeting in January and the
6 second meeting in January when the vote was taken, we had
7 requested to have a meeting with representatives from Sunoco
8 to be brought up to speed on what exactly they were planning
9 on doing with respect to the Goshen Fire Company property
10 and the Janiec 2, or otherwise known as Traditions site.

11 So, yes, I actually -- we had suggested that we have
12 that meeting so that we could go back to the board and say
13 to them, this is what's happening and this is how it impacts
14 the Traditions development that you were ready to approve.

15 Q. Did that meeting occur?

16 A. It did occur, and it was either January 20, 2016 or
17 January 22nd. I can't remember the exact date.

18 Q. And who was at that meeting, to the best of your
19 recollection?

20 A. I was there. Casey LaLonde was there. I believe
21 Rick Craig was there, Mr. Gordon --

22 Q. Who's Rick Craig?

23 A. Rick Craig, C-R-A-I-G, is the township engineer.

24 Q. Okay.

25 A. Derek Davis, the assistant manager, probably was

1 there. He typically comes to all meetings that Mr. LaLonde
2 goes to. Kathleen Shea, who was counsel for Sunoco; I
3 believe Mr. Gordon was there.

4 Q. From Sunoco?

5 A. From Sunoco. A gentleman, Donnie Z. is how I refer
6 to him. He was a relationship manager, I believe, from
7 Sunoco. There may have been agents from Percheron,
8 P-E-R-C-H-E-R-O-N, who was Sunoco's land agent, and they had
9 been involved in the acquisition or the negotiation, I
10 believe, of the Janiec property for purposes of Sunoco.

11 Q. Okay. Now, do you remember every single aspect of
12 that meeting?

13 A. No. I mean, I remember the purpose of the meeting
14 was to try to understand exactly what Sunoco was planning on
15 doing at the Janiec 2 tract, and how it was going to impact
16 the board's decision whether to grant the land development
17 approval and whether or not that land development was even
18 going to be able to be built after Sunoco did what it wanted
19 to do with the property.

20 Q. And what was your takeaway from that meeting? What
21 did you learn?

22 A. They talked to us about the HDD, the directional
23 drilling, and where on Boot Road they were planning on doing
24 the directional drilling, and that the Janiec tract was sort
25 of in the center of the directional drilling that was

1 happening in East Goshen to the east, and that was happening
2 in -- a little bit of West Goshen, but mainly West Whiteland
3 to the west, and that the Janiec tract was central to those
4 two locations of HDD and it was critical to have the Janiec
5 2 tract to be able to use as a laydown area and to put the
6 drill so that they would I guess pull up what had been
7 directional drilled in. They would excavate a portion of
8 the Janiec tract.

9 And it was discussed, and actually one of the exhibits
10 was provided to us at that meeting showing the area of the
11 Janiec tract to be used as a laydown area.

12 Q. When you say "one of the exhibits," are you
13 referring, I believe it's --

14 A. Township 5.

15 Q. -- Township 5?

16 A. And these red notes, that's my handwriting.

17 Q. Okay.

18 A. So I took notes at the meeting to try to really
19 understand from an engineering perspective what was supposed
20 to be happening on the Janiec 2 tract, and they never
21 mentioned in that meeting anything about a valve.

22 Q. Okay. In that meeting, nothing was discussed to
23 your recollection about a valve being installed on this
24 property?

25 A. I don't recollect anything relating to a valve. I

1 recollect it being a laydown area and that the laydown area
2 was going to be a temporary situation, temporary meaning for
3 as long as they were constructing Mariner 1 and Mariner 2.

4 And I think I would have -- I mean, again, the purpose
5 of the meeting was to understand if what Sunoco was going to
6 do was going to impact Traditions being able to build what
7 it was building, because you have this developer that's been
8 spending years and years and years trying to get their land
9 development approval, and the board wanting to see that
10 development go forward.

11 I mean, they changed the zoning to allow it to go
12 forward. They wanted that type of housing. They felt there
13 was a need for it. They also wanted the improvements that
14 were associated with it. There were going to be traffic
15 improvements along Boot Road. There was money being
16 contributed to the Open Space Fund. There were
17 contributions to the fire company that were going to be
18 made. So the township was really interested in knowing if
19 what Sunoco was going to do there was going to permanently
20 impact and prevent that development from being able to go
21 forward.

22 Q. So if you would have of permanent above-ground
23 facilities, you would have known it?

24 A. I absolutely would have, and we would have advised
25 the board that that had to be shown on the land development

1 plan for Traditions. I mean, it would have impacted what
2 was being approved.

3 Q. Did you ever advise the board that there was going
4 to be a permanent impact on Traditions?

5 A. No, because I was not aware of it.

6 Q. Okay. Now, Township Exhibit 5, we talked about,
7 that was the diagram that was given to you at the January
8 20th or 22nd meeting, we're not sure of that date. Is there
9 any indication on here of an above-ground facility such as a
10 valve station?

11 A. No.

12 Q. Was there any reason given to you why there were no
13 above-ground facilities anywhere on this diagram?

14 A. There was just not one discussed with respect to
15 the use of the Janiec 2 tract.

16 Q. Now, do you take notes regularly at meetings such
17 as this one with Sunoco?

18 A. I do.

19 Q. What's the purpose of taking those notes?

20 A. I need to take notes to be able to recollect things
21 that happened. I also try, pretty much after most meetings,
22 I have to report back to the client, whether it be the
23 township manager or the Board of Supervisors in this case,
24 and I need to have my notes to rely on to then prepare
25 either memoranda or emails to the Board of Supervisors.

1 Q. Now, do you take these notes contemporaneously with
2 the meeting?

3 A. I do.

4 Q. And you then do use your notes thereafter, you
5 said, to prepare these memoranda or --

6 A. I do.

7 Q. Okay. And is this done in the ordinary course of
8 business as an attorney?

9 A. It is.

10 Q. What I have marked as Township Exhibit 18 is a,
11 what I believe, a copy of your notes. I'm going to ask that
12 you take a look and let me know if these are your notes from
13 that meeting.

14 (Pause.)

15 MR. LEWIS: Your Honor, I know Mr. Sokorai has
16 not yet moved the admission of this document, but I believe
17 he's trying to qualify it as a business record that's
18 prepared in the ordinary course of business. I don't
19 believe that an attorney's notes of a meeting qualify under
20 that exception to the hearsay rule.

21 JUDGE BARNES: First, I'm going to ask you to
22 speak into the microphone going forward --

23 MR. LEWIS: Oh, I'm sorry.

24 JUDGE BARNES: I did hear what you said. Do
25 you have a response?

1 MR. SOKORAI: Your Honor, I believe that any
2 regularly conducted business, as long as it's -- the
3 testimony is that it's the standard practice, used in the
4 ordinary course of business, and retained in the ordinary
5 course of business. I believe that is a business record
6 exception to the hearsay rule.

7 JUDGE BARNES: All right. I'm overruling the
8 objection. You may answer the question.

9 THE WITNESS: These are my notes from the
10 meeting.

11 BY MR. SOKORAI:

12 Q. And you did retain those in the ordinary course of
13 your business?

14 A. I did.

15 Q. All right. And you provided a copy to us and
16 that's how we're giving it to you, correct?

17 A. I did.

18 Q. All right. Now, first of all, can you tell me what
19 the date of that meeting was?

20 A. I don't know if I dated the -- I know I prepared a
21 memorandum. Let's see. Hold on, I'm sorry, it is, on the
22 top of the second page, January 20, 2016.

23 Q. Now, can you just kind of walk us through and tell
24 us, what it was that was -- let's do this. Please take a
25 look through those notes.

1 A. Okay.

2 Q. Tell me if there's anything inconsistent in there
3 with what you just explained about the conversation with
4 Sunoco and its effects on that property.

5 (Witness perusing document.)

6 A. There's nothing inconsistent with my testimony, no.

7 Q. So even after reviewing your notes contemporaneous
8 with the meeting, you were never told that there was going
9 to be a valve or a valve station on the Janiec 2 property,
10 correct?

11 A. There's nothing in these notes that reflects
12 discussion about a valve, and had there been, I believe I
13 would have written it down in these notes.

14 MR. SOKORAI: No further questions, Your
15 Honor.

16 JUDGE BARNES: You may cross-examine.

17 MR. LEWIS: This time I'll speak into the
18 microphone.

19 CROSS-EXAMINATION

20 BY MR. LEWIS:

21 Q. Thank you for your testimony, Ms. Camp. You began
22 your testimony, I believe, by pointing out that there was a
23 meeting at which some 300 residents attended; is that
24 correct?

25 A. I believe it was the second -- well, there was

1 numerous meetings relating to West Goshen and Sunoco where
2 there were, I don't know, exactly 300, but standing room
3 only in the township building, and oftentimes we had to take
4 it to a local high school to have additional seating
5 capacity. So the one that I was referring to, I believe,
6 was the second zoning hearing after people had learned about
7 the application that they had filed seeking a special
8 exception.

9 Q. And would it be fair to say that Sunoco's plans for
10 the Mariner East project are controversial in -- first, are
11 they controversial within the township among the residents?

12 A. Absolutely.

13 Q. And would it be also to say that there's
14 substantial opposition among many of the residents against
15 the project?

16 A. Yes.

17 Q. And it's also correct that the township supervisors
18 are elected; are they not?

19 A. Are elected?

20 Q. Yes.

21 A. Yes, they are.

22 Q. And this is an election year; is it not?

23 A. There is an election in November, yes, correct.

24 Q. After you prepared these notes from the January 20,
25 2016 meeting, did you have any discussion with Mr. Kuprewicz

1 about these plans?

2 A. I did not. I did not discussions with Mr.
3 Kuprewicz.

4 Q. Okay. You were in the hearing room when Mr.
5 Kuprewicz just testified?

6 A. I was.

7 Q. And did you hear his testimony that ordinarily, if
8 an HDD is done, that generally a valve will be sited there
9 because that's the point where the pipeline would be closest
10 to the surface?

11 A. I did hear his testimony, yes.

12 Q. But you did not consult with Mr. Kuprewicz --

13 A. I did not.

14 Q. -- in 2016?

15 A. I did not.

16 Q. If you would turn to Township Exhibit 4, the
17 settlement agreement, and page three, it was your
18 understanding, was it not, that if there were engineering
19 constraints, the company could locate the valve station
20 someplace other than the SPLP use area?

21 A. I'm trying to find the paragraph that addresses --

22 Q. It's the second to the last sentence of Subsection

23 2 --

24 A. I'm sorry, I have the wrong document --

25 Q. -- of page three.

1 A. -- in front of me. I had the affidavit. Give me
2 one second, please.

3 (Pause.)

4 A. Okay. So you're on Township 4, page two of the
5 settlement agreement?

6 Q. Page three, paragraph two.

7 A. Okay.

8 Q. And I direct your attention to the sentences that
9 read, "Subject to any engineering constraints, SPLP intends
10 to construct the valve station in the general area depicted
11 on the map attached hereto as Appendix 1. If, due to
12 engineering constraints, SPLP is unable to construct the vs
13 in the SPLP use area, SPLP will notify WGT." Do you see
14 that?

15 A. I see, I do.

16 Q. And so you understood, did you not, that if there
17 were engineering constraints, the company would relocate the
18 valve to another area?

19 A. Based on that reading, yes. But you have to read
20 that sentence with the entirety of the settlement agreement,
21 which at the time the settlement agreement was drafted,
22 negotiated and executed, there were representations that
23 they would be putting the valve station on the SPLP use area
24 or Janiec 1.

25 Q. Yes, but you also understood, did you not, that

1 that was subject to engineering constraints? That's what
2 the agreement says, correct?

3 A. Subject to engineering constraints that are
4 disclosed and evaluated, provided to the township, and that
5 their engineers could also evaluate and concur that that
6 made sense, that there were in fact engineering constraints.
7 It wasn't just going to be, Sunoco says it is and therefore
8 there's engineering constraints.

9 Q. Can you point me to any language in this settlement
10 agreement that requires Sunoco to provide the engineering
11 documents to the township in connection with those
12 constraints?

13 A. There's no section of the agreement, but there had
14 been a long relationship established between the township,
15 the township experts, the township engineers and Sunoco
16 engineers with respect to the Mariner project.

17 And as Mr. Kuprewicz indicated and as you cross-examined
18 him, there was a working relationship between Mr. Kuprewicz
19 and Mr. Slough in providing information, and I guess it was
20 -- I'm speaking from my understanding, was that if in fact
21 there were engineering constraints that they could not do as
22 we so carefully negotiated with where above-ground
23 facilities were going to be located, that that would strike
24 a conversation and notification to the township so the
25 township themselves could evaluate and say, "Okay, we as the

1 board understand that, we now have to go back to our public,
2 who relied upon us to enter this agreement, and explain to
3 them why it couldn't be where everybody thought it was going
4 to be on the Janiec 1 tract."

5 MR. LEWIS: I have no further questions.

6 JUDGE BARNES: Any redirect?

7 MR. SOKORAI: Very briefly, Your Honor.

8 REDIRECT EXAMINATION

9 BY MR. SOKORAI:

10 Q. Is there anywhere in this agreement that says
11 Sunoco can put the valve station anywhere it wants if it, in
12 its own discretion, unilaterally decides that engineering
13 constraints don't favor the SPLP use site?

14 A. No. In fact, in the background paragraphs, they
15 represent that they fully intend to put it on the SPLP use
16 area.

17 MR. LEWIS: Your Honor --

18 MR. SOKORAI: Okay, that's --

19 MR. LEWIS: I'm sorry.

20 MR. SOKORAI: No further questions.

21 MR. LEWIS: Your Honor, I have one question.

22 RECROSS-EXAMINATION

23 BY MR. LEWIS:

24 Q. I would like you to direct your attention to the
25 last sentence in that section. Would you read that sentence

1 into the record?

2 A. I'm sorry, you're on page three again?

3 Q. I'm on page three, and I'm referring to the last
4 sentence of Section II.

5 A. Sure. "Nothing in this settlement agreement
6 constitutes an authorization or agreement for SPLP to
7 construct the valve station in any location on the SPLP
8 additional acreage other than in the SPLP use area."

9 Q. Do you see the language in that sentence that
10 refers to any location on the SPLP additional acreage?

11 A. I see that.

12 Q. And that sentence does not say, "anywhere in the
13 township," correct? It's limited to any location on the
14 SPLP additional acreage?

15 A. The sentence says what it says.

16 MR. LEWIS: Thank you. No further questions.

17 JUDGE BARNES: All right. Thank you very
18 much, ma'am. You may step down.

19 THE WITNESS: Thank you.

20 JUDGE BARNES: Mr. Sokorai, do you wish to
21 move for admission Township Exhibit 18?

22 MR. SOKORAI: Township Exhibit 18, yes, so
23 moved.

24 JUDGE BARNES: All right. Any objection?

25 MR. LEWIS: No objection. Well, I objected

1 before. You overruled it.

2 JUDGE BARNES: You did object.

3 MR. LEWIS: No further objection.

4 JUDGE BARNES: All right. It is admitted.

5 (Whereupon, the document was marked as Township
6 Exhibit No. 18 for identification, and was received
7 in evidence.)

8 MR. SOKORAI: Thank you, Your Honor.

9 Your Honor, we have one more witness, which
10 will be Mr. Brooman. If we could get a very, very brief
11 recess, if you don't mind? I assure you it's not lengthy
12 testimony.

13 JUDGE BARNES: All right. Five minute recess.

14 MR. SOKORAI: Thank you, Your Honor.

15 JUDGE BARNES: We are off the record.

16 (Recess.)

17 JUDGE BARNES: We're on the record. It wasn't
18 clear to me whether counsel was stipulating as to one fact
19 regarding the date of condemnation of the Janiec 2 property.
20 Mr. Lewis, I never actually heard from you.

21 MR. LEWIS: Yes, Your Honor. We will
22 stipulate to it and we'll clarify it during Mr. Gordon's
23 testimony.

24 JUDGE BARNES: Okay. Thank you.

25 You may proceed with your --

1 MR. SOKORAI: And just we're clear, that date
2 was May 12, 2016?

3 JUDGE BARNES: That's what I have.

4 MR. SOKORAI: I call David Brooman to the
5 stand briefly.

6 JUDGE BARNES: Mr. Brooman, please raise your
7 right hand.

8 Whereupon,

9 DAVID J. BROOMAN
10 having been duly sworn, testified as follows:

11 JUDGE BARNES: Please be seated and state your
12 name and spell it for the record.

13 THE WITNESS: David J. Brooman, B-R-O-O-M-A-N.

14 JUDGE BARNES: You may proceed.

15 MR. SOKORAI: Thank you, Your Honor.

16 DIRECT EXAMINATION

17 BY MR. SOKORAI:

18 Q. So Mr. Brooman, you heard Ms. Camp testify about
19 the legal history of this case and what led to settlement
20 negotiations beginning?

21 A. I did.

22 JUDGE BARNES: I'm sorry. I have to
23 interrupt. In looking at this, it says, "confidential
24 settlement." If there is going to be testimony regarding
25 proprietary information, I need to know in advance of the

1 question so that we can create a proprietary record.

2 I understand there is no protective order in
3 place. However --

4 MR. SOKORAI: I guess the question -- I don't
5 know that this is proprietary information here as much as,
6 these were settlement negotiations, so if their settlement
7 was not reached, they wouldn't be able to be used against
8 each other in court, and that was my understanding of the
9 confidential nature. And there's no objection to keep it
10 confidential here.

11 JUDGE BARNES: I'm just putting that out there
12 for counsel. It's entirely up to you.

13 MR. LEWIS: Your Honor?

14 JUDGE BARNES: Yes?

15 MR. LEWIS: For the record, we do not believe
16 this particular document needs to be treated as confidential
17 at this time.

18 JUDGE BARNES: Okay. Fine.

19 MR. LEWIS: There may be other documents in
20 connection with the negotiations that would warrant
21 confidential treatment, so I don't want to waive any
22 position as to those, but as to this particular one, we have
23 no concern about its confidentiality.

24 JUDGE BARNES: Township 14. Thank you.

25 MR. SOKORAI: We will endeavor, if we do

1 believe that happens, we'll make sure we announce it.

2 JUDGE BARNES: Fair enough.

3 BY MR. SOKORAI:

4 Q. So the settlement negotiations started after the
5 legal proceedings got to a certain point, correct?

6 A. Yes.

7 Q. And did the settlement negotiations happen all in
8 one day or were they over a period of time?

9 A. Over a period of time.

10 Q. Okay. And had they progressed to a certain point
11 as of January 30, 2015?

12 A. Yes.

13 Q. What's before us is a document that we've marked as
14 Township Exhibit 14. Can you please explain what that is?

15 A. Township 14 is a memorandum from myself to Mr.
16 Lewis and Mr. Krancer, K-R-A-N-C-E-R.

17 Q. Who's Mr. Krancer?

18 A. Both of Blank Rome. Michael Krancer is Chris
19 Lewis's partner at Blank Rome. And it was a memorandum
20 enclosing, among other things, the term sheet which was the
21 result of discussions up to that point in regard to a
22 potential settlement of the pending PUC matters.

23 Q. This wasn't necessarily the first communication
24 regarding settlement?

25 A. No, it was not.

1 Q. This was after a series of communications, but
2 we're highlighting this one --

3 A. Correct.

4 Q. -- for purposes of today. So tell me --

5 A. One of the reasons it was marked confidential at
6 this point is, Mr. Rubin and Concerned Citizens were not
7 part of any of these discussions at that point in time.

8 Q. Now, how many points, how many points or terms are
9 there on this term sheet attached to the email, Exhibit 14?

10 A. There are ten terms.

11 Q. All right. And did you ever receive a response
12 from Sunoco regarding your ten terms or the ten terms that
13 are embodied in this document?

14 A. Yes.

15 Q. All right. And can you please direct your
16 attention to Township Exhibit 15? Do you have it there?

17 (No response.)

18 Q. Please tell me what that is, sir.

19 A. Township 15 is a memorandum from Mr. Lewis dated
20 February 4, 2015 to Mr. Ken Myers, that's M-Y-E-R-S, who was
21 my partner, myself --

22 Q. At High Swartz?

23 A. Both of High Swartz; Scott Rubin, who was counsel
24 for the Concerned Citizens, and that's spelled R-U-B-I-N;
25 Kristin Camp, who just testified; and Mr. Michael Krancer,

1 also of Blank Rome.

2 Q. Okay. So did you receive this email and attachment
3 on February 4, 2015?

4 A. I did.

5 Q. All right. Please tell me what the email says and
6 what it meant to you.

7 A. There were discussions back and forth about those
8 ten points. One of those ten points was to basically turn
9 their representation of fact into a covenant, which was,
10 they were not going to place any further above-ground
11 facilities in West Goshen Township.

12 That was discussed as it being a covenant, and during
13 meetings and then in this memorandum it was explained that
14 they did not want to put such a representation or a covenant
15 in there that they wouldn't put a valve into a township for
16 fear that every township along the line for the full 318
17 miles or so would request the same, and said they couldn't
18 do it that way, they needed to state it as fact.

19 Q. Okay. Now, were there previous discussions before
20 this email along those same lines?

21 A. Yes, and it was explained in meetings not just by
22 Mr. Lewis, but Mr. Krancer, Mr. Alexander and general
23 counsel herself.

24 Q. And you described one such meeting to me before.
25 Tell me where that meeting occurred that you particularly

1 recall.

2 A. It was a meeting right around this time frame,
3 probably late January, in the High Swartz conference room
4 known as Decker (phonetic).

5 Q. And this email is consistent with those
6 conversations?

7 A. Yes. That last sentence, if you will, of the first
8 paragraph states that specific objective of the company,
9 Sunoco, that they not put anything in a covenant that would
10 come back to hurt them with other townships throughout the
11 318 mile stretch of pipeline.

12 Q. So the covenant will be couched in terms of a fact?

13 A. Yes, as a representation of fact.

14 Q. Now, let's go to the attachment. Did the
15 attachment do anything to the ten term points as indicated
16 in the email?

17 A. Yes. Again, we were talking about where they would
18 put, if anything, additional facilities, if you will, above-
19 ground appurtenances, as they like to call them, on the
20 property.

21 And they cited the VCU or vapor combustion unit and the
22 potential valve for ME-2, so this represents a short slide
23 presentation, if you will, that was given to me so I could
24 relay it to others as to exactly here they were going to put
25 the VCU, and it's shown in two places. One, on the black

1 and white, it's a very small dot that's right, as shown in a
2 white box, if you will, next to the pump station
3 configuration itself, and if you look very carefully, it
4 actually has an arrow with a box, VCU. And then attached to
5 it is a circle around a new property they purchased, and
6 that's where they could potentially put the VCU and any
7 above-ground valve associated with ME-2.

8 MR. LEWIS: Excuse me, Your Honor.

9 (Pause.)

10 JUDGE BARNES: For clarity, are we referring
11 to Township 15, the last two pages of the exhibit?

12 MR. SOKORAI: Yes.

13 BY MR. SOKORAI:

14 Q. So let me ask you. So the very last page, that's
15 the page with the circle around it and you're circling the
16 area of the SPLP use area?

17 A. Yeah. It was to be legally defined later, but
18 these at this point were still concepts, and this was a
19 concept drawing, if you will.

20 Q. Now, on your email of Township 14, as of January
21 30th, there was no valve station mentioned, was there?

22 A. Not that I can recall at that time.

23 Q. Okay. Do you recall, who raised the issue of a
24 valve station?

25 A. It would have been Sunoco. I'm not exactly sure

1 who within Sunoco.

2 Q. Okay. Do you recall when that issue came up, that,
3 "Hey, in addition to the terms we've been discussing, we
4 also need to put a valve station somewhere?"

5 A. I don't recall a specific date that it came up.

6 Q. Okay. But it did come up somewhere along the way?

7 A. It came up right around this time frame. Whether
8 it was directly before or after February 4th -- could have
9 been a little after February 4th.

10 Q. What I want to know is, who selected the location
11 for the valve station?

12 A. Sunoco.

13 Q. Now, we've heard testimony from Mr. LaLonde and Ms.
14 Camp that the township was interesting in containing all of
15 the facilities into this area, correct?

16 A. Absolutely correct.

17 Q. Are you sure that it was Sunoco who selected the
18 SPLP use area?

19 A. Well, it was a negotiation, but when they said they
20 wanted to put a valve, the township wanted to put it as
21 close to the Boot area pump station that currently existed,
22 and that's where they drew the circle and said, "We could
23 put it here." The township, again, objected, keep it right
24 on the existing site.

25 Q. Okay. And Township Exhibit 16, can you tell us

1 what this is and where it came from?

2 A. Sixteen is a memorandum of February 10 from Mr.
3 Krancer to myself, Mr. Myers and Mr. Rubin with a carbon to
4 Mr. Lewis, and it was right before that they had said,
5 "We're going to put a valve in the SPLP use area right next
6 to or adjacent to the Boot Road pump station if not within
7 the fence." The township wanted to know what a valve looked
8 like, as did, frankly, Mr. Myers, because he had never seen
9 one. So Mr. Krancer sent over the photo of what a valve
10 looks like, and that's a valve without any landscaping as
11 page two of Township 16. Page three of Township 16 is a
12 valve purportedly fully landscaped.

13 The other issue being discussed in this memo, which
14 isn't necessarily relevant to my testimony or this
15 proceeding, is there was a whole issue with respect to
16 compliance with sound, and here again, they submitted
17 additional information with respect to sound and
18 measurements of where various decibel readings would be from
19 the VCU unit.

20 Q. Okay. And then of course, Sunoco then responded
21 with Township 17?

22 A. Correct.

23 Q. And just walk --

24 A. Seventeen is the February 11 memo from Mr. Lewis to
25 myself, Mr. Myers and Mr. Rubin with a carbon copy to Mr.

1 Krancer. And this was Mr. Lewis following up on a term
2 sheet based on discussions with my partner, Mr. Myers, and
3 Mr. Krancer.

4 Q. Okay. And did this discuss the specific location
5 of the valve station?

6 A. In I(a), it was a covenant that they weren't going
7 to put any above-ground facilities on the SPLP use area.

8 Q. All right. And in fact, did Sunoco ever reduce the
9 SPLP use area to a legal description?

10 A. They did.

11 Q. Okay. And are we seeking, is the township seeking
12 to keep the valve station inside the legal description as
13 prepared by Sunoco?

14 A. It is.

15 MR. SOKORAI: I don't have any further
16 questions.

17 JUDGE BARNES: Cross-examine.

18 CROSS-EXAMINATION

19 BY MR. LEWIS:

20 Q. Mr. Brooman, I just want to understand one thing
21 and make it clear for the record. Would you take a look at
22 Township Exhibit 16? Did I understand your testimony to be
23 that you understood the third page of this to be a photo of
24 a valve site when it's installed and fully screened and
25 landscaped?

1 A. I'm sorry?

2 Q. What's your understanding of the third page, the
3 photo that's the third page of Township 16.

4 A. Page one is the writing itself. Page two is the
5 valve that's snow covered. Page three is a landscaped
6 valve, as Mr. Krancer calls it, a valve after screening.

7 Q. Okay. So I just want to be clear for Judge Barnes'
8 consideration and for the Commission. I apologize --

9 JUDGE BARNES: That's all right.

10 BY MR. LEWIS:

11 Q. So what this dispute is about is whether this
12 screened valve is going to here in the SPLP use area or over
13 here on Janiec 2, right? That's what this dispute is about?

14 A. I think it's about all the impacts associated with
15 having to do it twice, and yes, it absolutely is about
16 having Sunoco put the valve where they promised to put the
17 valve on the SPLP use area, correct.

18 Q. Now, you're an experienced attorney, correct?

19 A. I am.

20 Q. And how many contracts have you negotiated?
21 Hundreds?

22 A. Wouldn't try to venture a guess. I think it's fair
23 to say, many.

24 Q. Okay. And I take it you've also negotiated many
25 terms sheets?

1 A. I've negotiated term sheets, I've negotiated
2 contracts, I've negotiated settlements, yes.

3 Q. And you understand, do you not, that there is a
4 difference between a term sheet and a contract?

5 A. I do.

6 Q. What is the difference, in your view?

7 A. Term sheet's a concept; contract, once signed by
8 all parties, is legally binding.

9 Q. Okay. Now, in the first term sheet that was marked
10 as Exhibit 14, there's no mention of the valve station at
11 all, correct?

12 A. Just give me a minute to look at the term sheet.
13 (Witness perusing document.)

14 A. Well, there's actually a lot of discussion about
15 the valve because, as you remember, we were also concerned
16 about automating certain valves that were at that time
17 manual.

18 Q. Okay. Well, turn to Township Exhibit 15. Then the
19 valve station is mentioned in paragraph one, numbered
20 paragraph one of the term sheet, correct?

21 A. I'm still making sure it's not mentioned in 14.

22 Q. All right.

23 (Pause.)

24 A. The ME-2 valve, I don't see mentioned in Exhibit
25 14.

1 Q. And it's fair to say then that there was a material
2 change in the terms between the first term sheet and the
3 second term sheet, correct?

4 A. No. I would say that they were all consistent. I
5 don't think there were any material changes. What kept
6 changing was what SPL wanted to commit to on ME-2 and what
7 it would commit to.

8 Q. Okay. So you agree that the nature of Sunoco's
9 commitments changed from term sheet to term sheet?

10 A. As to where things would go in the document, yes.

11 Q. Okay. Now, if you look at Township Exhibit 17, do
12 you see that, for the first time, there's a reference to the
13 engineering constraints with regard to the valve station?

14 A. I see there's a reference to the engineering
15 constraints. I'm not sure this is the very first time it
16 showed up, but it's here.

17 Q. Okay. So my point is simply that over the course
18 of the several term sheets, the language relating to where
19 the valve would be located changed; did it not?

20 A. Where it would be located? I wouldn't say that's
21 accurate, no.

22 Q. Well, you understood that the location could change
23 subject to engineering constraints, did you not?

24 A. Well, to the extent it had to be legally described,
25 yeah, it changed, I suppose. I haven't checked to see

1 whether that circle is the same as your legal description.

2 Q. Now, we could go through the entire settlement
3 agreement, but isn't it a fact that there are numerous
4 provisions in the settlement agreement that are not
5 contained in the term sheets themselves?

6 A. I would have to go through it carefully to do that.

7 Q. Well, for one, the site of the VCU is specified; is
8 that not correct? Isn't that an exhibit to the term sheet
9 -- to the settlement agreement?

10 A. It is.

11 Q. And wasn't there also a deed restriction --

12 A. There was.

13 Q. Okay. Those weren't attached to the term sheet,
14 were they?

15 A. No. They were all discussed at that time and they
16 were going to be put together by SPLP once legal
17 descriptions were ready, and they weren't ready at that
18 time.

19 Q. So you understood that the term sheets were setting
20 forth the basic terms but that they would be fleshed out and
21 reduced to writing in the final settlement agreement; did
22 you not?

23 A. Yes, the term sheets would absolutely be fleshed
24 out in a final document which would be signed and approved
25 by all parties.

1 MR. LEWIS: I have no further questions.

2 JUDGE BARNES: Redirect?

3 MR. SOKORAI: Thank you, Your Honor. Just one
4 question.

5 REDIRECT EXAMINATION

6 BY MR. SOKORAI:

7 Q. So Mr. Lewis referred to the term sheet attached to
8 Township 17, right?

9 A. Yes.

10 Q. You remember talking about that, and he said, well,
11 you understood that the valve station could move around a
12 little bit or move due to engineering constraints. Did you
13 hear him asking those questions?

14 A. Yes.

15 Q. I want to refer you to paragraph one, about midway
16 down. "The location depicted on the attached map for the
17 valve station," do you see that?

18 A. Yes.

19 Q. "Is understood to be the best approximate location
20 for this valve station at this time, and is subject to full
21 detailed engineering which will determine its exact
22 locations on the SPLP use area." So it was your
23 understanding that it could move, but it would move within
24 the SPLP use area?

25 A. Correct. They represented to us that they didn't

1 have a final engineering design with respect to ME-2, and
2 that they had no plans to show us, but yes, if there was
3 going to be any valve, it was going to be directly adjacent
4 to the existing Boot Road pump station in the area that
5 became known in the settlement as the SPLP use area.

6 Q. There was no discussion of Janiec 2 or any other
7 location in the township ever during these negotiations?

8 A. Absolutely not. The number one tenet of West
9 Goshen Township was, no more above-ground facilities, we
10 have enough, and if there are going to be any, it's going to
11 be right on that Boot Road pump station.

12 Q. And this February 11th document marked as Township
13 17, that pre-dates the March Sunoco plans to put a valve
14 station on the Janiec 2 spot by about a month?

15 A. Sixteen days, to be exact.

16 Q. Sixteen days, okay. I want to ask you, when was
17 the first time you had ever, ever heard any indication that
18 there was going to be a valve station at any other location
19 except the SPLP use area?

20 A. When I got a call from the township after receiving
21 the E&S plans saying, "Did you know there was going to a
22 valve on the Janiec property?" And I said no.

23 Q. You never saw those plans?

24 A. I didn't.

25 MR. SOKORAI: I have no further questions.

1 JUDGE BARNES: Thank you. Thank you. You may
2 step down.

3 THE WITNESS: Thank you.

4 (Witness excused.)

5 JUDGE BARNES: Does the township rest?

6 MR. SOKORAI: Your Honor, I forget if I moved
7 for the admission, but if I didn't, I want to double check
8 that I did. I move for the admission of Exhibits 14, 15, 16
9 and 17. That's what we used with Mr. Brooman. I'd move for
10 their admission.

11 JUDGE BARNES: Any objection?

12 MR. LEWIS: No objection.

13 MR. SOKORAI: We didn't do it with Mr. Brooman
14 and I don't think there would be an objection, the actual
15 deed restriction that was prepared.

16 MR. LEWIS: I think it's attached -- oh,
17 that's fine.

18 JUDGE BARNES: Is that an exhibit?

19 MR. SOKORAI: Township 19, Your Honor, also
20 move for the admission.

21 JUDGE BARNES: Any objection?

22 MR. LEWIS: No objection.

23 JUDGE BARNES: All right. Township Exhibits
24 14, 15, 16, 17 and 19 are admitted.

25 (Whereupon, the documents were marked as Township

1 Exhibits Nos. 14, 15, 16, 17 and 19 for
2 identification, and were received in evidence.)

3 MR. SOKORAI: Thank you, Your Honor.

4 JUDGE BARNES: And please provide copies to
5 the court reporter. Do you have a copy now?

6 MR. SOKORAI: Yes, I do.

7 JUDGE BARNES: And one for me.

8 (Pause.)

9 JUDGE BARNES: Mr. Lewis, are you prepared?

10 MR. LEWIS: Yes, we are, Your Honor.

11 JUDGE BARNES: All right. You may call your
12 first witness.

13 (Pause.)

14 JUDGE BARNES: Sir, would you raise your right
15 hand?

16 Whereupon,

17 MATTHEW GORDON

18 having been duly sworn, testified as follows:

19 JUDGE BARNES: Please be seated. Please state
20 your name and spell it for the record.

21 THE WITNESS: My name is Matthew Gordon,
22 M-A-T-T-H-E-W, G-O-R-D-O-N.

23 JUDGE BARNES: Thank you. Could you state
24 your title, too, sir?

25 THE WITNESS: My current title is project

1 director.

2 JUDGE BARNES: Project director for Sunoco
3 Pipeline,

4 THE WITNESS: Yes, Sunoco Pipeline.

5 JUDGE BARNES: Thank you.

6 You may proceed, Mr. Lewis.

7 DIRECT EXAMINATION

8 BY MR. LEWIS:

9 Q. Mr. Gordon, by whom are you employed?

10 A. Sunoco Pipeline LP.

11 Q. And in what capacity?

12 A. I'm the project director for the Mariner East 2
13 pipeline project from West Virginia to Marcus Hook.

14 Q. What are your duties and responsibilities as
15 project director?

16 A. I have, I continue to oversee design, permitting,
17 land acquisition and construction in accordance with all
18 company policies, procedures, federal, state, local
19 requirements for the project.

20 Q. How long have you been in that position?

21 A. I've been in the position since the Mariner 1
22 pipeline project, which if I recall correctly was around
23 2012.

24 Q. Mr. Gordon, I place before you a document that's
25 been pre-marked as Exhibit R-3. Can you identify that

1 document?

2 A. Yes. This is my resume.

3 Q. Was it prepared under your supervision and
4 direction?

5 A. Yes.

6 Q. And does it fairly present your educational
7 background and work experience?

8 A. It does.

9 Q. Could you give the Commission a brief overview of
10 your experience in pipeline construction?

11 A. Yes. I started with the company back in 2006 as a
12 field engineer, which is like a jack of all trades position,
13 for pipeline maintenance, construction, relocations. I
14 supported the mains department.

15 So if there were needs for repairs on the pipe that
16 would require permitting or relocation of the pipeline for
17 developments or routine maintenance, I was responsible for
18 permitting and assisting in the design of those relocations
19 as well as any other facility type maintenance projects. If
20 they needed a roofing done or a driveway permit or paving
21 work, that's why I say it was kind of a jack of all trades
22 position.

23 After that, I was promoted to technical supervisor for
24 mechanics and electricians, so we actually -- I supervised
25 the maintenance of the pumps and the valves throughout the

1 entire system in Pennsylvania and New York, 24/7 emergency
2 response requirements as well as supporting the maintenance
3 department on their activities when we would pig the line
4 for maintenance and do work. "Pig" is a term for extending
5 an inspection tool on the inside of the pipe to check the
6 pipe for anomalies.

7 And then after that position, I was promoted to
8 operations manager for Philadelphia and New Jersey. In that
9 position, I oversaw several manned terminals that had
10 workers operating them 24/7 for bulk storage in tanks,
11 refined products and crude, as well as some natural gas over
12 in Eagle Point.

13 We had pipeline transportation in and out of the
14 facilities, truck and rail traffic, bulk loading in and out
15 of the facilities, as well as vessel dock activities from
16 the Delaware River in and out of those facilities. I also
17 oversaw maintenance and construction and emergency response
18 for the pipelines connecting those facilities.

19 During that period, I had two six month temporary
20 markups to act as the area manager for all pipeline
21 activities in Philadelphia and New Jersey, so if you think
22 about all the positions I spoke about, in addition to the
23 terminals, I was supervising all those aspects as well.

24 And then I was promoted to be the area manager for
25 Pennsylvania and New York for all aspects of pipeline

1 transportation compliance, maintenance, etcetera, prior to
2 the announcement of the Mariner 1 East project, at which
3 point they approached me to lead that project.

4 Q. So do you have experience in pipeline design?

5 A. I do.

6 Q. Do you have experience in pipeline engineering?

7 A. I do.

8 Q. Do you have experience with HDD --

9 A. Yes.

10 Q. -- horizontal directional drilling?

11 A. Yes, I do.

12 Q. How many pipeline projects have you been involved
13 with?

14 A. Well, the Mariner East 1 pipeline, that's 50 miles
15 of new 12 inch construction that I oversaw, as well as 20
16 miles of rehabilitation and maintenance of the eight inch
17 existing pipeline, and then prior to that, in my previous
18 roles, I oversaw multiple small relocations throughout the
19 system, I don't know the mileage, maybe a couple miles
20 interspersed over a few years on that one.

21 And then currently on Mariner 2, we've got probably over
22 a hundred miles of pipe in the ground already, two
23 pipelines. The 20 inch line will be 350 miles and the 16
24 inch line is just shy of 300.

25 Q. Just so the record is clear, can you please provide

1 us with an overview of the Mariner East 2 project?

2 A. Sure. Mariner East 2 project is an expansion of
3 the service from Mariner 1, so Utica and Marcellus shale,
4 the producers are producing gas from the formations and
5 separating it into its components, and there's shippers that
6 are buying those components and want to get them to a
7 marketplace for their end use, either in manufacturing or
8 sale for heating purposes.

9 So the pipeline is connecting the producers with the
10 marketplace for the shippers for that public service. It's
11 similar to a turnpike in that we have on ramps and off
12 ramps, so we have on ramps in Ohio, West Virginia and
13 western Pennsylvania, and we have off ramps in Pennsylvania.

14 Then basically, the goal for Mariner 2, the 20 inch
15 line, is to transport propane and butane. Mariner 1 is
16 primarily porting ethane and propane. Those materials --

17 JUDGE BARNES: I'm sorry, go over those three
18 again.

19 THE WITNESS: Sure. Mariner 1 is transporting
20 ethane and propane. Mariner 2, the 20 inch line, is
21 transporting propane and butane. We call them natural gas
22 liquids generically.

23 But ethane can be used for a raw material for
24 manufacturing plastics, ethylene glycol and other uses.
25 Propane can be used for heating, cooking. It can also be a

1 raw material for plastics. Butane is used for heating.
2 It's also used for blending in gasoline, as a gasoline
3 component. In Pennsylvania, different seasons and vapor
4 pressures are allowed, so they will blend the butane and
5 gasoline to meet the state requirements.

6 So we have on ramps for those products and
7 then off ramps in Pennsylvania, really trying to -- it came
8 to light, between the polar vortex and the need for
9 additional gasoline blending inventories in Pennsylvania
10 since some of the refineries in the southeast part of the
11 state had shut down.

12 BY MR. LEWIS:

13 Q. How many counties does the pipeline cross?

14 A. In Pennsylvania, the project crosses 17 counties.

15 Q. And how many local municipalities does it cross?

16 A. Approximately 85 in Pennsylvania.

17 Q. Can you describe how the construction of the
18 project is being managed and coordinated?

19 A. Well, if you look at it from the ground up, we have
20 approximately 4,500 contractors and inspectors. The
21 contractors have their own management structure, reporting
22 to a superintendent.

23 We have an inspector with every crew, so if there's a
24 cutting and clearing crew or a grading crew or a welding
25 crew, each one of those crews has an inspector. Those

1 inspectors report to a lead for their discipline, like I
2 mentioned earlier, clearing, welding, grading, etcetera.

3 Those lead inspectors who supervise those inspectors
4 report to a chief inspector. We try to keep a span of
5 control of one to five to the best of our ability. The
6 chiefs report to a construction manager.

7 So we've divided the pipeline into seven spreads, give
8 or take, 50 miles each spread, and six of them are in
9 Pennsylvania, so there's a construction manager for each one
10 of those spreads. And those construction managers report in
11 to a project manager. I have three project managers that
12 report to me.

13 And then we probably haven't mentioned this. When the
14 project managers report to me, I report up through the
15 senior management chain.

16 Q. Now, are you familiar with the settlement agreement
17 with West Goshen Township?

18 A. Yes.

19 Q. Were you responsible for implementing parts of the
20 settlement agreement?

21 A. Yes. I was required to implement the sections of
22 the settlement agreement in relationship to Mariner 1.

23 Q. Mr. Gordon, I'd like to walk you through some of
24 the terminology that's used in the settlement agreement and
25 have you point out the location of certain places on the

1 exhibit that's now on the easel that's been previously
2 marked as Exhibit R-4.

3 First, can you generally describe what R-4 depicts?

4 A. I'm sorry, you said R-4?

5 Q. Yes, that photo.

6 A. Oh, the photo is titled R-4, yes, I'm sorry. I
7 thought you were saying a section on the photo called R-4.
8 Yes, R-4 is an aerial view of the intersection of Route 202
9 with Boot Road and the Janiec properties that were
10 referenced previously.

11 Q. Okay. In the settlement agreement on page three,
12 at the top of the page, it states that, "Except that a
13 remote operated valve station will be constructed and
14 maintained on SPLP's adjacent 4.42 acre property, Parcel No.
15 52-0-10-10.1, also known as the former Janiec tract, the
16 SPLP additional acreage." Can you point out where the SPLP
17 additional acreage is on that photo?

18 A. The acreage you're referencing is outlined in
19 orange on this photo.

20 Q. Okay. It then states, "The proposed location of
21 such valve station on the SPLP additional acreage is
22 depicted on the map attached hereto as Appendix 1 and
23 incorporated by reference, the SPLP use area." Can you
24 point out where the SPLP use area is?

25 A. The area you're referencing is outlined in blue

1 within the orange parcel that you've just referenced
2 previously.

3 Q. Did you attempt to site the valve on the SPLP use
4 area?

5 A. Yes, we did. It was the preferred location for us
6 to have a valve at the site that we already own and operate,
7 I mean, from a host of reasons. For maintenance purposes,
8 you like to have your equipment in one location to the best
9 of your ability. And obviously, we wanted to satisfy the
10 township concerns.

11 JUDGE BARNES: Is the microphone turned on?

12 THE WITNESS: Yes, ma'am. It's green.

13 JUDGE BARNES: If you could speak a little
14 closer.

15 THE WITNESS: I'm sorry. I'll try.

16 JUDGE BARNES: Thank you. I have R-5. I
17 don't know about the court reporter.

18 (Pause.)

19 THE WITNESS: Yes, R-5 is a construction
20 detail plan view and profile of a horizontal directional
21 drill that we prepare for the contractors as part of the bid
22 package, construction package, so they know what they are
23 building.

24 BY MR. LEWIS:

25 Q. Using Exhibit R-5, can you explain to the

1 Commission why the company decided not to locate the valve
2 on the SPLP use area?

3 A. Yes. So first and foremost, as I mentioned, this
4 is a horizontal directional drill where we basically have to
5 drill a hole through the ground in order to enlarge that
6 hole in multiple passes to get two nominal diameters bigger
7 than the pipe. So in this case, for a 20 inch pipe, we need
8 to drill a 30 inch hole.

9 We then have to weld the pipe together at the opposite
10 end of the drill and pull it back through the hole. The
11 pipe undergoes stress during that activity of pulling it
12 through.

13 In order to minimize that stress, industry standards are
14 that we try to adhere to a nominal ten times pipe diameter,
15 so in this case we're targeting a 2,000 foot minimum radius
16 of curvature to the drill.

17 As you can see on the drawing, there's a dark blue line
18 that starts on the far left page where it says HDD entry and
19 exit in the grass field; do you see that?

20 JUDGE BARNES: Yes.

21 THE WITNESS: Okay. And then it exits on the
22 far end of the right page just left of the valve symbol
23 where it says, HDD entry and exit again.

24 You'll notice that that line curves from one
25 end to the other, so those curves are the radius of

1 curvature I was talking about.

2 We can actually turn this drill in the ground
3 and track it to ensure that we're not exceeding any radiuses
4 and putting undue stress.

5 My engineers are actually curving this design
6 in two planes. If you look down below, you'll notice
7 there's a profile view in the grid lines at the bottom of
8 the pages.

9 The green lines represent the topograph of the
10 earth. The blue line represents the planned center line of
11 the pipeline during the drill and post construction.

12 So you notice that there's a curve at each end
13 of the drill as well and it's relatively level in the
14 middle, and you'll notice there's depth call-outs
15 periodically across the profile.

16 So we have to maintain that radius of
17 curvature in two, in actually three dimensions, not just two
18 dimensions. There's computer software that engineers use to
19 calculate the theoretical stress on the pipe as we're
20 pulling it back through that hole.

21 If you look closer to the intersection of
22 Morstein Road on the right hand page and Boot Road, it's
23 just left of the existing pump station.

24 You'll notice that the pipeline makes a
25 curvature to parallel Boot Road in the drill plan. In order

1 for us to continue and not exceed our radius tolerances, the
2 drill would have had to go underneath the home at the
3 intersection of Mary Jane Lane and Boot Road, which meant we
4 would have had to condemn or acquire that home and tear it
5 down. I can come over and show you if that would be easier.

6 JUDGE BARNES: I don't see where Mary Jane
7 Lane is, so --

8 (Pause.)

9 JUDGE BARNES: We'll just do a sidebar off the
10 record.

11 (Discussion off the record.)

12 JUDGE BARNES: Will the witness please
13 identify Mary Jane Lane on Exhibit R-5 using the parcel
14 number.

15 THE WITNESS: Yes. So the home I was
16 referencing next to Mary Jane Lane is listed as Parcel No.
17 PA-CH-0307.0001.

18 In order to maintain a safe radius of
19 curvature for the pipe, we would have to design the pipe to
20 go through that property and through that home.

21 Further, it would turn north of the pump
22 station at this location, and we'd have to string out the
23 pipe to try to pull it back in in that, what's listed as the
24 SPLP additional acreage.

25 We actually have an existing pipeline easement

1 along the property line that starts at the pump station and
2 travels northeast along the property line of the pump
3 station, so we would have to string out pipe up there.

4 We did not think that we'd be able to make the
5 turn to get that pipe to line up with the drill because of
6 the tanks and the pump station from the adjacent Aqua PA
7 American facility there, so for a host of factors, we didn't
8 think we could directional drill from this side into the
9 station and make it work safely.

10 So the second alternative we looked at, since
11 we knew we couldn't drill, was open cutting the road in our
12 existing easement.

13 As you look on this plan view and on the
14 profile view down below, you'll know that there's lots of
15 utility call-outs across the length of this corridor in this
16 road.

17 BY MR. LEWIS:

18 Q. Mr. Gordon, just -- could you point out to Judge
19 Barnes where the utility intersections are shown on Exhibit
20 R-5?

21 A. On the bottom view in the grid, you'll notice that
22 there's tag lines that come off the top side of the grid,
23 and they have various labels. If you start at the left, the
24 first label is HDD entry point. At 0.73, it says, edge of
25 road; 0.83, Dunsinane Drive.

1 Those numbers are the number of feet in distance from
2 where the pipe enters -- the drill enters the ground. So
3 the first utility you encounter is 1.28, EX pipeline Sunoco
4 unknown. Next is a sanitary sewer at 1.93, then another
5 sanitary sewer at 2.19, so on and so forth.

6 What we do is we go out and we perform Design One Call
7 and locate all the utilities along the corridor of
8 construction. Surveyors shoot their location in and then we
9 have a better understanding from a subsurface utility design
10 standpoint of the feasibility of construction.

11 I guess my point is, you can see that it's extremely
12 congested with utilities in Boot Road as well right now,
13 pre-existing utilities.

14 Two of those pre-existing utilities are labeled on the
15 photo aerial view up top as "gas." Those are the existing
16 eight inch and 12 inch Sunoco pipelines.

17 One of those, we had to perform maintenance on for
18 Mariner 1, and we had to shut down a lane of Boot Road,
19 which caused a lot of traffic issues; as Mr. LaLonde pointed
20 out, heavily used roadway.

21 My concern is, because these pipelines run down the
22 edges of the road, the only place I could put two more
23 pipelines is in the middle of the road, which would require
24 a complete shutdown of Boot Road for open trench
25 installation.

1 That is highly unlikely for PennDOT to permit, and it
2 would be highly impactful for the community. It would
3 likely impact response times from the fire company to serve
4 the community, and I just generally didn't think it would be
5 accepted very well from a permitting standpoint.

6 Q. And just to be clear, if you were to open cut Boot
7 Road, where would the start point be and where would the end
8 point be?

9 A. It would be very similar to what you see at the HDD
10 profile, except that on the left drawing, we cut the corner,
11 to maintain our drill radius, we require an easement outside
12 of the pre-existing easement just to make the drill profile
13 work.

14 Instead of doing that, we would open cut Ship Road and
15 at the intersection of Ship and Boot, we would open cut Boot
16 Road all the way following east until we got to the entrance
17 of the pump station, and we would turn into the pump
18 station.

19 So we would have to shut down that entire, both roadways
20 for an extended period of time to construct not one, but two
21 pipelines.

22 Q. Can you point out where the fire department is on
23 this map?

24 A. If you look at the drawing on the right hand side,
25 at the very right edge of the aerial background, you'll see

1 a driveway and a building, a driveway entrance to the fire
2 station.

3 Q. And for the homes that are shown on this Exhibit
4 R-5, what is the most direct route for the fire department
5 to get to those homes in case of an emergency?

6 A. Boot Road.

7 Q. And if you open cut Boot Road and closed it, then
8 they would not be able to use that route; is that not
9 correct?

10 A. They would have to use an alternate route.

11 Q. Okay. Were there any other considerations
12 affecting the decision to move the valve to the Janiec 2
13 site?

14 A. Yes. So as I mentioned, we looked at multiple
15 techniques to get the pipeline in on the west side of the
16 pump station. We still had to solve the problem of getting
17 the pipeline installed on the east side of the pump station
18 and getting under Route 202.

19 We cannot get a permit from PennDOT to open cut a state
20 highway. We have to drill or bore underneath it at a
21 sufficient depth. So throughout 2015, we were performing
22 geotechnical analysis to look at what type of rock we were
23 going to have out there.

24 You'll notice, on the plan view drawing in the existing
25 pump station, at the southwest corner of the pump station,

1 there is a call-out for Geotech SB-03, and then another one
2 on the east side of Route 202, SB-04.

3 At the bottom left corner of the drawing, you'll notice
4 the Geotech call-outs for what type of rock we found there,
5 SM, which is a type of sandstone. Likewise on the right
6 hand side, SB-04, again, there's a call-out for SM, and it
7 showed the approximate level of topsoil and fill material.

8 That fill material is basically placed there when they
9 built the highway, and when construction of the highway
10 occurred, they likely, since it's a significantly lower
11 elevation than the current route profile, they likely did
12 significant excavation, possibly blasting. I don't know
13 about that. But it creates fractures, even when they
14 excavate to build the road.

15 So as you heard the township expert testify, when you
16 have unconsolidated rock or fractured rock, there's an
17 ability for the drilling fluid to find a crack in the rock
18 and go to the surface instead of coming back to the drill
19 pump. We call that an inadvertent return.

20 I could revisit the explanation of that, but I think
21 Your Honor understood what he was saying, or would you like
22 me to give you an overview of drilling?

23 JUDGE BARNES: I'm fine.

24 THE WITNESS: Okay. So basically, the water
25 and the clay will follow those cracks to the surface. Our

1 concern here was, from a radius of curvature standpoint and
2 from a safe drilling standpoint, we had two major hurdles.

3 In order to get the radius of curvature we
4 need to not overstress the pipe, we'd have to set the drill
5 machine back inside the pump station and have it exit on the
6 mid- to eastern side of Janiec new parcel.

7 In order to tie the pipe in to the -- let me
8 show you on this map, too -- so we'd have to set the drill
9 machine back here and pop out somewhere over here to
10 maintain the radius.

11 In order to tie in here, we'd have to dig a
12 vertical shaft to intercept that pipe after we pulled it
13 back through, potentially 30 feet deep, a shored excavation
14 vertical shaft to put people in the hold and weld fittings
15 up to bring the pipe back up to a depth to where it would
16 get into that site, not the safest working conditions.

17 Secondary concern is that the profile would
18 have a maximum depth of approximately 20 feet, which, as I
19 mentioned earlier, we have this rock that's basically
20 sandstone, unconsolidated sandstone, highly fractured.

21 My big fear from a safety standpoint is that
22 as the township testified, again, 70,000 cars coming up and
23 down that road at a high rate of speed, if that drilling mud
24 gets on the highway, we've got a serious safety issue, and
25 there's potential for that to happen.

1 BY MR. LEWIS:

2 Q. Mr. Gordon, if the Commission were to order the
3 valve to be sited on the SPLP use area today or at the
4 conclusion of this litigation, would that be prudent from an
5 engineering standpoint?

6 A. From an engineering standpoint, no. To install the
7 valve, you're saying, in that use area?

8 Q. Yes.

9 A. No, for the reasons we just discussed. The
10 feasibility of getting it in there is extremely difficult
11 and potentially unsafe.

12 Q. I think I may have skipped over this. Could you
13 just describe for the Commission what the purpose of the
14 valve is?

15 A. So as the pipeline is flowing from west to east, we
16 have pumps that move the product. We also have, at the
17 inlets, the on ramps/off ramps, we have metering that
18 monitors the mass coming in at each point and going out at
19 each point so we can always -- we have a computer that's
20 doing calculations on a fraction of a second basis to make
21 sure what goes in and what comes out equal.

22 In addition to that, we have pressure point stations
23 located at valve sites segmented throughout the line.
24 There's a federal requirement that you install main line
25 valves that, in the case of emergency, that you can isolate

1 the line quickly and minimize the amount of product that can
2 escape during that emergency.

3 So we perform studies, we analyze locations. As you get
4 to a more densely populated location, you include more
5 valves at a closer spacing to minimize the impacts of a
6 release.

7 The automated valves that we install -- let me back up.
8 So the computerized system, if it senses a change that's
9 unexpected from mass in to mass out, it can automatically
10 shut down the line and it will close each of these valves
11 and segment the line; same thing with the pressure stations
12 at each valve.

13 These valves themselves have computers on site that are
14 fully backed up, have their own power supplies, their own
15 backup power supply, so that if they see a pressure dip
16 below what they're expecting to see, they too can shut down
17 not just themselves but the entire pipeline, so it takes it
18 out of human hands.

19 Then we have an operator who's monitoring the line 24/7
20 in shifts who can also intervene and shut the pipeline down.
21 So the purpose of the valve is, in the event one of those
22 unplanned conditions occurs, to segment the line into
23 smaller sections, and that allows us to further assess both
24 where this condition may be occurring at and minimize the
25 impacts of that situation.

1 Q. In the company's view, would it be prudent to
2 construct the pipeline without having the valve?

3 A. No.

4 Q. There was testimony earlier today about the
5 automation of the valve, not this valve but the other two
6 valves in the settlement agreement. And I believe the
7 township's counsel asked various witnesses whether it was
8 necessary for the township to bring a claim before the
9 Commission in order to get that valve automated.

10 Was it necessary for the township to sue the company in
11 order for Sunoco to automate that valve?

12 A. In my opinion, no. Once the agreement was entered,
13 we fully intended to install a valve at the first
14 commercially reasonable opportunity, so one valve was wholly
15 owned on our property. We already had power and
16 communications at that site.

17 So all I needed to do was order the parts, get a permit
18 from the township and hire a contractor, and they were able
19 to install it quickly, as the township testified to.

20 The other site that they referenced in Thornbury, we did
21 not have an easement in place to get the power into the site
22 or the communications to connect it to the computerized
23 network, so although I could get the equipment quickly, I
24 had to go through the process of obtaining the easement for
25 that property to get the power and communication to the

1 valve, and the residents objected to the easement and fought
2 us for a pretty lengthy period of time before we were able
3 to acquire those rights. So we had every intention and were
4 working diligently to do so, but we had to wait for the
5 legal process to play out.

6 Q. Now, going back to the valve for ME-2, putting
7 aside engineering considerations that you just testified to,
8 as between the SPLP use area and the Janiec 2 site, which
9 site would have been preferred by the company for siting the
10 valve?

11 A. We would have preferred to have it in the SPLP use
12 area.

13 Q. And why?

14 A. Because when you can keep all your equipment on one
15 site, it's easier to maintain. It's less visual impacts to
16 the community, so we prefer to keep things out of sight, out
17 of mind. We knew that we had a difficult time on Mariner 1
18 in this community and the residents were -- there was a
19 strong -- these are residents opposed to the project, so
20 anywhere we could pacify concerns in the township, it was
21 our goal to do so and work diligently to try to do that.

22 Q. Which would have been less expensive or more
23 expensive for the company?

24 A. Well, we wouldn't have had to acquire additional
25 acreage on the adjacent site, so from that standpoint it

1 would have been cheaper to build in the SPLP use area.

2 Had we gone forward with open cutting, open cutting is,
3 for this particular area, approximately half the cost of
4 HDD. Normally it would be a bigger savings, but because
5 it's so congested and there are so many utilities, it would
6 be slow progress. So I think it would have been
7 significantly cheaper to build it at the SPLP use area.

8 Q. And from a scheduling perspective, which option
9 would have been better, putting aside engineering
10 considerations now?

11 A. Well, from a scheduling standpoint, with the rock
12 that we're seeing on the drill to the west, we're getting in
13 that area 60 to 100 feet of progress a day on the drill,
14 whereas traditional open cut, farm fields, we're probably
15 getting anywhere from two to three thousand feet a day.

16 Now, open cutting in these roadways, we probably would
17 have been lucky to get 300 foot a day. Now, that's an
18 oversimplification. When I say we're getting 60 foot of
19 drill progress a day, that's in one pass.

20 We actually have to make two to three, sometimes four
21 passes with that drill machine, so it's that 60 foot a day
22 times three to four passes. It's a dramatically longer
23 process than an open cut trench installation. So it
24 definitely costs a lot of money.

25 Q. Does Sunoco currently own the Janiec 2 tract?

1 A. Yes. That's my understanding.

2 Q. I'd like to show you what's been marked as Township
3 Exhibit 20, which is the condemnation for the Janiec
4 property.

5 JUDGE BARNES: I don't have a copy.

6 MR. LEWIS: Do you have multiple copies?

7 JUDGE BARNES: The court reporter doesn't have
8 a copy.

9 MR. BROOMAN: We didn't --

10 MR. SOKORAI: Oh, we didn't introduce it. We
11 just did the stipulation, is that --

12 MR. BROOMAN: Yes.

13 MR. LEWIS: I thought we had put it in.

14 JUDGE BARNES: I have Township 19. Am I
15 missing something?

16 MR. LEWIS: Township 20.

17 MR. SOKORAI: Your Honor, we have Exhibit 20
18 and we're happy to introduce it, but we stipulated as to the
19 date.

20 MR. LEWIS: This is the condemnation.

21 JUDGE BARNES: Right. Would you --

22 MR. LEWIS: I'd be happy to --

23 JUDGE BARNES: Let's do that.

24 (Pause.)

25 MR. LEWIS: Does anyone care that it's marked

1 Exhibit Township 20 and not a respondent exhibit?

2 JUDGE BARNES: I'm fine with it.

3 (Whereupon, the document was marked as Township
4 Exhibit No. 20 for identification, and was received
5 in evidence.)

6 JUDGE BARNES: Can I ask one quick question?
7 When you were referring to what you're currently doing, you
8 mean in the township to the west, when you referred to what
9 you're experiencing horizontally drilling now in a different
10 township?

11 THE WITNESS: Currently, there's a drill
12 machine at Ship Road that's drilling the opposite direction
13 of the drill that we're looking at here. It's drilling to
14 the northwest, up towards West Whiteland, and they're
15 getting about 60 feet per shift.

16 JUDGE BARNES: Okay. Thank you.

17 BY MR. LEWIS:

18 Q. I want to direct your attention to page 17 of
19 Township 20, and could you tell the Commission what property
20 was condemned by Sunoco and how Sunoco came to own the
21 Janiec 2 tract?

22 A. So specifically what was condemned was the
23 permanent easement for two pipelines immediately adjacent to
24 Boot Road. The approximate width I believe was 50 feet.
25 Let's see if the exhibit's in here for that permanent

1 easement.

2 (Witness perusing document.)

3 A. I don't see the certified plat attached, but the
4 permanent easement was 50 feet wide. It also included
5 temporary easement abutting the 50 foot permanent easement
6 for construction, as well as a portion of acreage on the
7 property for temporary work space to string out pipes to use
8 in the HDD process and to set the drill equipment up, and it
9 also included a permanent easement for the surface site of
10 the valve setting.

11 Q. Now, this condemnation occurred in May, correct?

12 A. It's stamped by the prothonotary for May 12, 2016.

13 Q. Now, does Sunoco own the property in fee now?

14 A. Yes. After this time, we did actually go back and
15 purchase the entire parcel in fee.

16 Q. And could you describe to Judge Barnes and the
17 Commission the negotiations between Sunoco and Traditions
18 and how it came to be that Sunoco acquired the entire
19 property in fee?

20 A. I'm sorry, you're talking about the negotiations
21 between Sunoco and Janiec?

22 Q. And Janiec, yeah, I'm sorry.

23 A. So originally we were trying to acquire the
24 easement, and in late twenty -- so our intention was to
25 build the pipeline as shown on the drawings you have with

1 the valve site close to Boot Road so that we would hug next
2 to Boot Road and not protrude into the Janiec parcel,
3 because they had the Traditions development upcoming that
4 they were still working to sell to that developer.

5 And in that process, I think they realized or the
6 developer realized that our temporary work space was going
7 to impact their ability to construct on their schedule.

8 We had heard testimony earlier, there was concerns from
9 the zoning meeting, and eventually it was approved, but
10 after that point, when they realized that we had the rights
11 to -- or we were condemning for the rights to construct,
12 that they wouldn't be able to build until after us, I think
13 that assisted in scaring off the developer from wanting to
14 pursue that development any further.

15 The Janiecs at that point were upset concerning, that
16 they lost potential development opportunities, so they
17 wanted us to basically buy the property, and we entered into
18 an agreement to try to make them whole, and we purchased the
19 parcel.

20 Q. What was the purchase price?

21 A. \$2.2 million.

22 Q. Would you have incurred that purchase price had you
23 been able to site the valve on the SPLP use area?

24 A. No.

25 Q. So you've been in the hearing room for all of the

1 testimony, correct?

2 A. Correct.

3 Q. And you heard Mr. LaLonde testify with regard to
4 various drawings which were dated March of 2015 with regard
5 to the valve?

6 A. I didn't see the drawings, but I did hear the
7 testimony.

8 JUDGE BARNES: What exhibits are you going --

9 (Pause.)

10 MR. SOKORAI: I think Township 6 is June of
11 '15. I think your R-5 is March of '15.

12 MR. LEWIS: I thought there was --

13 MR. SOKORAI: Your R-5 is the --

14 MR. LEWIS: Where's the erosion and sediment
15 application?

16 MR. SOKORAI: This one here, Township -- that
17 was June, and then your document here says March. That was
18 in the subsequent, more robust E&S binder, this profile
19 document that you're using at R-5.

20 MR. LEWIS: Oh, I see.

21 MR. SOKORAI: This was your initial E&S, the
22 subsequent big binder. That profile you've marked as R-5
23 would be in that binder.

24 MR. LEWIS: Okay.

25 BY MR. LEWIS:

1 Q. So we placed in front of you first, on the HDD
2 profile, the initial drawing date, that one's March of 2016,
3 and then on the --

4 MR. SOKORAI: Fifteen, right?

5 MR. LEWIS: No, this is '16 on mine.

6 THE WITNESS: No, the original date on R-5 is
7 March 2016. There's multiple revisions including moving the
8 drill entry/exit as late as May of this year.

9 BY MR. LEWIS:

10 Q. And then on the township exhibit, those drawings
11 are dated June of 2015; is that correct?

12 A. Which --

13 Q. I don't have it in front of me.

14 A. I don't have the township exhibit.

15 MR. SOKORAI: It's Township Exhibit 13.

16 MR. BROOMAN: Exhibit 13 shows a March, 2015
17 date.

18 MR. LEWIS: Oh, there we go. Thank you.

19 (General inaudible discussion.)

20 JUDGE BARNES: Hold on. We can't have
21 conversation from the audience.

22 BY MR. LEWIS:

23 Q. The Township Exhibit 13 -- (inaudible) -- date on
24 the second page, that is the second page with the photo.

25 (Pause.)

1 Q. So my question to you is pretty simple, Mr. Gordon,
2 and that is, did Sunoco consider siting the valve on the
3 SPLP use area after that March 2015 date?

4 A. Yeah, we were running parallel paths, trying to
5 analyze options to how best install it. We had looked at
6 this long drill, obviously there's a drawing that shows
7 that. We didn't get all of the utility locate data until
8 the fall/winter of 2015, and we still needed to perform
9 geotechnical analysis. I don't recall the dates we received
10 geotech.

11 Q. Did you receive instructions from Sunoco upper
12 management in 2016 and 2017 regarding the siting of the
13 valve?

14 A. Generally, they would prefer that we try to keep it
15 in the existing site.

16 Q. When did you have those conversations?

17 A. I don't remember specific dates.

18 Q. But what years?

19 A. We have a monthly meeting with upper management
20 where I had to present the status of the project, permitting
21 and design and now construction. So every month we would
22 meet, and this parcel, this area had come up on multiple
23 occasions, and they did at those meetings insist that we do
24 our best to try to keep the valve in the existing site.

25 Q. Did you hear Ms. Camp's testimony today?

1 A. I did.

2 Q. Do you agree with her that the settlement agreement
3 required the company to consult with the township prior to
4 making the engineering determination?

5 A. As I read the agreement, it stated we had to notify
6 them.

7 Q. Did you understand the settlement agreement to
8 require the company to provide documentation of the
9 engineering constraint to the township?

10 A. No, I don't see that in the agreement.

11 Q. And did you understand it to require the company to
12 submit plans to Richard Kuprewicz in connection with
13 relocation of the valve?

14 A. No. I don't see that specific requirement in the
15 agreement.

16 Q. And did you understand the settlement agreement to
17 require the company to obtain the township's consent if the
18 valve were going to be relocated?

19 A. No, it did not require consent.

20 Q. Did the company notify the township of its decision
21 to locate the valve on the Janiec 2 tract?

22 A. I believe so, yes.

23 Q. When, or when was the first time?

24 A. To the best of my recollection, the first
25 opportunity would have been the meeting that was discussed

1 previously in January 2016. As discussed, when that meeting
2 was requested by the township, we attended -- the attendance
3 list was relatively accurate that the township provided.

4 Our Percheron agent was the only one not named in their
5 description, and that was Shannon Gwin, S-H-A-N-N-O-N,
6 G-W-I-N.

7 And my recollection of those events differs slightly
8 from the township's, that yes, the fire chief had raised
9 concerns about the impacts of the Janiec 2 parcel on the
10 east side, and the township wanted to know, as they stated
11 specifically, what was going to happen there in terms of
12 construction and how that would impact that site.

13 And there were other agenda topics that we covered at
14 that time as well, including landscaping at the existing
15 Mariner 1 pump station.

16 So I viewed the drill, why we were drilling, where the
17 drill entry and exit locations were at, and the requirement
18 for the work space to perform those drills, the importance
19 of having the valve sites close to Boot Road to stay away
20 from the development itself of the property that was trying
21 to seek zoning approval.

22 And the reason I specifically remember referencing the
23 valve is because we prepared examples of what the valve site
24 fencing would look like.

25 We chose a more expensive architectural vinyl fencing

1 that has a faux stone finish to give a more aesthetic,
2 pleasing look, to match the level that Traditions was using
3 for their development so it would fit in with the aesthetics
4 of their landscaping.

5 And during that conversation, the solicitor had pointed
6 out that she really liked the brick wall that we put in at
7 the pump station next door, and why can't we just put brick
8 walls up. And I had to explain that we can't put brick
9 walls up there because -- there and the whole way around the
10 pump station because the brick walls require a concrete
11 footer foundation directly over the pipe, which would impact
12 our ability to maintain the pipe.

13 So we did agree at that time that I would take the
14 aesthetic appearance of the fencing that we were proposing
15 at the Janiec site and put it at the Mariner 1 pump station,
16 which we have subsequently installed around that site to
17 enhance the aesthetics for the neighbors along Mary Jane
18 Lane.

19 Q. Did you have any subsequent meetings with the
20 township at which you discussed the siting of the valve?

21 A. Well, prior to subsequent meetings, there were
22 additional forms of notice that the township received in
23 2016. As part of our permitting process with DEP, under
24 105, I believe it is, or 102, rather, there's an Act 167
25 process where you have to either get concurrence from the

1 township that your designs meet their stormwater
2 requirements or get a stormwater, in this case, erosion and
3 sedimentation permit -- different townships call it
4 different things based on their model ordinance -- get their
5 approval for a permit for their local requirements in
6 regards to stormwater.

7 At this particular site, we submitted a package for
8 review as the township testified earlier in 2016, and his
9 engineer approached him saying, "Hey, there's this
10 impervious surface for a valve site." That's accurate. We
11 did submit that package in 2016 showing that impervious
12 surface for the valve site.

13 And then again, we re-submitted those materials in the,
14 I want to say February, January -- early part of this year
15 with updated designs based on feedback from the DEP
16 permitting process. We got our permits in February, so we
17 had to modify the application package for the township for
18 their local ordinance requirements as well.

19 So they got an update package showing now the location
20 of the block valve, the impervious surface and the access
21 road to get into the valve site, which we then had to change
22 again to a vegetated block site.

23 While negotiating the requirements of the township's
24 ordinances and minimizing stormwater runoff, we determined
25 that stone would be required, a large retainment of that

1 stormwater runoff, so instead of using permanent stone, we
2 used a geotextile material mixed with soil and stone that
3 has more permeability and creates less water runoff, and
4 then we amended the plan and submitted that final approved
5 design and received the township's permit.

6 So there was notices informally there of the actual
7 plan, of what we intended to do with the township engineer,
8 which we heard earlier the township manager said the
9 township engineer brought to his attention.

10 And then more recently in March, we had a sit-down
11 meeting with the township representatives about this valve
12 site.

13 Q. So could you just briefly describe the March
14 meeting, first of all, when it occurred, and who was there
15 and what was discussed?

16 A. I don't have the specific date in front of me. My
17 recollection on the Sunoco side was myself, Kathleen Shea
18 Ballay, S-H-E-A, B-A-L-L-A-Y. I believe Joe McGinn was
19 there, and on the township side I believe Casey LaLonde was
20 there, Kristin Camp. I believe there was someone else on
21 the township side as well, but I forget who off the top of
22 my head.

23 MR. SOKORAI: Can we just clarify what year
24 we're talking about?

25 MR. LEWIS: Twenty-seventeen.

1 THE WITNESS: Twenty-seventeen, March 2017.

2 BY MR. LEWIS:

3 Q. What was discussed at that meeting?

4 A. We discussed, the main focus was the valve site
5 again. We were questioned, could we put it into a vault to
6 get it below the ground, with the line of questions the
7 manager had asked, aesthetically what we were going to do,
8 what impacts would that have on the resulting development of
9 the site.

10 So we went through the more current design where the
11 valve is located on the property now or expected to be, and
12 we were talking about upcoming issues in relationship to the
13 settlement -- or, I'm sorry, to their PUC filing opposing
14 the valve.

15 Q. Did you tell the township at that time the reasons
16 why the company was siting the valve on the Janiec 2 tract?

17 A. I did.

18 Q. Mr. Gordon, does the company have all the permits
19 it requires to do the work on the Janiec 2 tract?

20 A. Yes.

21 Q. I've provided you with a copy of a document that's
22 been pre-marked Exhibit R-8. Can you identify that document
23 for the record?

24 A. Under Chapter 102, this is the erosion and sediment
25 permit that was issued by the Pennsylvania Department of

1 Environmental Protection for this project for Chester and
2 Delaware Counties.

3 Q. Could you turn to page four of the document and can
4 you tell us whether the document indicates whether West
5 Goshen Township received a copy of it?

6 A. On the fourth page, West Goshen is listed on the cc
7 list for February 13, 2017, and this document would have
8 referenced all the permit application materials posted on
9 the department's web site including the E&S plan sheets that
10 show the design of the site at that location.

11 Q. Mr. Gordon, I placed before you Exhibit R-9. Can
12 you please identify what Exhibit R-9 is?

13 A. Exhibit R-9 is the water obstruction and
14 encroachment permit issued by the Pennsylvania Department of
15 Environmental Protection for this pipeline project,
16 including Chester County.

17 Q. Can you tell us whether West Goshen Township was
18 cc'd on this document?

19 A. On the second page, West Goshen is listed as copied
20 on the permit, February 13, 2017.

21 Q. Could you please identify Exhibit R-10 for the
22 record?

23 A. R-10 is the West Goshen Township construction
24 authorization permit in accordance with Pennsylvania Act 45,
25 1999.

1 Q. And what is the date of that permit?

2 A. It's dated June 6, 2017.

3 Q. Could you read into the record the description of
4 proposed work?

5 A. Installation of the Sunoco PA pipeline project.
6 Pipe will be installed via horizontal directional drill,
7 also notes HDD, for most of the length within West Goshen.
8 There will be a vegetative block valve pad installed east of
9 Route 202 along Boot Road. In accordance with post
10 construction stormwater management plan report and plan
11 dated June 2, 2017 and erosion and sediment control report
12 and plan dated February 2017.

13 So this is the result of those previous submissions I
14 referenced earlier when we applied for the permit in 2016
15 and then updated the application in 2017. It was ultimately
16 issued in June of 2017.

17 Q. Has the company commenced work on the Janiec 2
18 tract?

19 A. Yes.

20 Q. What is the current status of the work?

21 A. As described earlier, I believe Mr. LaLonde said
22 that we used a brush hog to basically mow the brush there.
23 You have to mow the brush before you put down the erosion
24 and sedimentation control devices so that they can lay flat
25 and properly perform their functions.

1 That's also recognized in the PA DEP permits
2 construction sequence. The only time you put controls down
3 before you clear the brush is when you're on a steep slope,
4 and as you can see in the pictures, this lot does not
5 constitute a steep slope.

6 So they used that mowing attachment to mow down the
7 brush on site, and then they installed the erosion and
8 sedimentation control devices, the silt socks around the
9 perimeter on the down slope sides where they belong, per the
10 approved township permit drawings.

11 We also installed a rock construction entrance off of
12 Boot Road so that the equipment could access the site
13 without using the driveway from the fire department that
14 crosses over our parks R-easement -- I'm sorry, our fee
15 owned parcel.

16 Q. I'm going to give you a set of photos that have
17 been marked Exhibits R-11, R-12, R-13, R-14 and R-15, and
18 could you describe what is shown by each photo, and also
19 point out which photo shows the driveway you constructed?

20 A. Okay. I'm currently looking at photo R-11. R-11
21 is on the Janiec 2 parcel, approximately here, looking
22 towards the road, somewhat in a southeasterly direction.

23 You can see that there's still some grass present, that
24 it has been mowed. The mulch debris was moved over into
25 piles to be loaded out.

1 You can somewhat in the center of the picture partially
2 see the construction entrance. You can also see cones along
3 the road.

4 R-12 is taken from the same general area, only it's
5 facing north at this location that I'm pointing to on the
6 map. It shows the buffer signs that we warn the contractors
7 about for aquatic resource areas, and you can see our silt
8 socks in the background, our erosion and sedimentation
9 devices have been installed on the down slope side.

10 R-13 is on the southeast portion of the parcel. It's
11 facing towards the fire hall, so somewhat east, and you can
12 see there, again, the silt sock has been installed.

13 R-14 is another picture looking towards the northeast
14 section of the area that we cleared on the property, showing
15 the silt socks that have been installed.

16 R-15 is, again, from the southeast side, closer to the
17 fire department, looking almost west at Boot Road where you
18 can see our temporary rock construction entrance coming off
19 of Boot Road.

20 Q. Has the company proceeding to clearing and grubbing
21 on the site?

22 A. Yes, we've grubbed and mowed all the vegetation
23 down -- well, only in the area of construction, yes, not the
24 entire parcel.

25 Q. I've put up on the easel the plot for the

1 Traditions development. Can you show on that plot how much
2 of the land has been cleared by the company versus how much
3 would have been cleared for the Traditions site?

4 A. Starting in the corner at the intersection of 202
5 and Boot, we cleared along this property line, came across
6 in this direction and then cleared down this direction, so
7 this basic are that I'm outlining with the pointer.

8 Q. So which development would have consumed more --

9 A. The Traditions --

10 Q. -- natural resources?

11 A. The Traditions development is slightly less than
12 double the size of the area that we cleared.

13 Q. And just so that Judge Barnes is clear on this, can
14 you show is where the driveway is for the fire department
15 and can you show us now where the temporary driveway is
16 that's going to be used for the company's construction
17 activity on that site?

18 A. I believe, as previously shown, the township
19 driveway for the fire department is right here, and our
20 construction access is over here.

21 Q. Now, did the company ever block the egress from the
22 fire department?

23 A. They did deliver a piece of equipment and when they
24 delivered that piece of equipment, it was like a large
25 pickup truck with a trailer on the back with a skid-steer

1 piece of equipment with, as the township described, like a
2 brush hog style piece of equipment on the front of it.

3 So the gentleman pulled forward and then backed in on
4 the, I guess, west side of the driveway, not fully
5 obstructing the driveway but paralleling the curb line so
6 that he could offload the piece of equipment and put it on
7 the property to start preparing the vegetation clearing
8 work. And then once the equipment was offloaded, he moved
9 the vehicle.

10 Q. Did anyone from the fire department ever complain
11 to you about the company blocking the egress?

12 A. Not that I'm aware of.

13 Q. Can the company perform work on the site without
14 blocking the egress?

15 A. Yes, and now that we have an additional temporary
16 construction entrance installed, we can utilize with a right
17 turn right out -- in and out, rather.

18 Q. I believe it was Mr. LaLonde who testified that
19 because the Traditions development was going to be an
20 independent living facility, that he did not foresee much
21 traffic coming to it. When the valve is constructed, how
22 much traffic will go to the valve?

23 A. Well, I think you'd have to back up and look at
24 construction versus use. So they're showing the same
25 ingress/egress points that we are in some of our materials.

1 They were showing using the same location driveway to access
2 the parcel, so they did talk about putting safety gates in,
3 but those don't get put in until after the site's
4 constructed.

5 So it has the same construction access, ingress/egress
6 concerns that the township highlighted, except now that
7 we've moved ours to the Boot Road location that I showed you
8 earlier.

9 In terms of final use, these valve sites get inspected
10 once per week. A person, an employee in a pickup truck
11 pulls into the site and they do a visual, sight, sound and
12 smell at the location. So once per week, it's limited use,
13 emergency use driveway.

14 Q. Mr. Gordon, when is the company hoping to put the
15 Mariner East 2 pipeline in service?

16 A. Our current construction schedule, we're targeting
17 commissioning the line in October.

18 Q. And if work is stopped during the pendency of this
19 litigation, how will that affect the completion of the
20 pipeline?

21 A. Well, if construction stops, it causes a delay in
22 the back end. We've invested over a billion dollars at this
23 point, so clearly we'd like to get a return on that
24 investment. Any delay delays the return on that investment,
25 and delays the project execution and deliverable -- the

1 pipeline has to be complete in order for us to transport
2 product safely.

3 Q. Would delay impact parties other than Sunoco?

4 A. It will delay the producers out at the western part
5 of the state that are developing the material from the two
6 shale areas and it will delay the shippers who have
7 committed to volumes to ship the materials to the
8 marketplaces, very similar like the opportunity -- well,
9 problem that arose on Mariner 1 that the project solved, the
10 polar vortex, when there was a shortage on propane.

11 There hasn't been a shortage on propane since the
12 Mariner 1 went in. Now we have additional ability to supply
13 more products when these lines are completed.

14 Q. And what would the impact of delay be on consumer?

15 A. Those raw materials couldn't be produced into
16 manufacturing goods. Those fuels wouldn't be able to get to
17 the marketplace.

18 (Pause.)

19 MR. LEWIS: We skipped one exhibit.

20 BY MR. LEWIS:

21 Q. Can you identify Exhibit R-16?

22 A. That's an aerial photograph of the fire department.

23 Q. And do you see the two green arrows?

24 A. Yes.

25 Q. And what do the two green arrows show?

1 A. Driveways for the fire department's use.

2 Q. And will it be necessary for the company to use
3 those driveways for the construction going forward?

4 A. No.

5 MR. LEWIS: Your Honor, I have no further
6 questions for my witness at this time and I would move the
7 admission of all of the respondent's exhibits.

8 JUDGE BARNES: Any objection?

9 MR. SOKORAI: Only to photographs, to the
10 extent that the date hasn't been established, but once we
11 can clarify that, I don't think we have any.

12 JUDGE BARNES: Sure. Did you take these
13 photographs, R-15, R-14, R-13 --

14 THE WITNESS: They were taken under my
15 direction last Thursday.

16 JUDGE BARNES: What day is that?

17 MR. BROOMAN: Thirteenth.

18 JUDGE BARNES: July 13th?

19 THE WITNESS: Correct.

20 JUDGE BARNES: Okay.

21 MR. SOKORAI: Then no objection.

22 JUDGE BARNES: All right. Respondent's
23 exhibits are admitted, up through R-16.

24 (Whereupon, the documents were marked as Respondent
25 Exhibits Nos. 3, 4, 5, 8, 9, 10, 11, 12, 13, 14,

1 15 and 16 for identification, and were received in
2 evidence.)

3 JUDGE BARNES: I just want to say, as an
4 aside, the lights may go off at six p.m. Do you have --

5 MR. SOKORAI: Hopefully we will be able to get
6 done.

7 JUDGE BARNES: Good. Do you have cross-
8 examination?

9 MR. SOKORAI: We do. I know we are limited on
10 time, but may we take just five minutes before we kick off?

11 JUDGE BARNES: All right.

12 MR. SOKORAI: I don't think it will impact --

13 JUDGE BARNES: Fair enough.

14 (Recess.)

15 JUDGE BARNES: Mr. Gordon, I remind you that
16 you are still under oath. Thank you.

17 MR. SOKORAI: Thank you, Your Honor.

18 CROSS-EXAMINATION

19 BY MR. SOKORAI:

20 Q. Mr. Gordon, were you involved in the negotiations
21 that led to the settlement agreement?

22 A. Some of them, yes.

23 Q. Which ones were you involved in?

24 A. Mr. Slough had asked me a lot of questions from
25 technical and construction aspects of the project, and I did

1 attend one of the meetings, I think it was in Blank Rome's
2 office down in Philadelphia where Mr. Brooman and Mr.
3 LaLonde were present.

4 Q. Okay. And what was the purpose of you being at
5 those meetings?

6 A. To help provide answers to any technical questions
7 relative to construction or design of the project.

8 Q. Did you review the settlement agreement before it
9 was executed by both parties?

10 A. I had seen versions of the settlement agreement
11 throughout the process off and on.

12 Q. Do you know if you saw the final version of the
13 settlement agreement?

14 A. Yes.

15 Q. Did you see the diagrams that were attached to the
16 settlement agreement?

17 A. I probably did. I don't recall them specifically.
18 If you have them --

19 Q. Were you the person who selected the SPLP use area
20 for use in the settlement agreement?

21 A. Yes.

22 Q. Now, the settlement agreement is dated, was
23 executed by Sunoco in April of 2015, correct?

24 A. I believe so. I don't have it in front of me.

25 Q. Now, we have seen drawings and plans prepared by

1 Tetra Tech for Sunoco in as early as June of 2015 showing
2 locations for the valve station not on the SPLP use area,
3 correct?

4 A. I believe so.

5 Q. In fact, those drawings show that the valve station
6 goes on the Janiec 2 property, correct?

7 A. Yes.

8 Q. Now, you have not come here and provided us with
9 any plans or drawings or diagrams that depict any potential
10 placement on the SPLP use area as agreed, have you?

11 A. No. What I did was explain the challenges in
12 constructability of doing so.

13 Q. Well, you said that there was computer models where
14 this information gets plugged into?

15 A. When the HDD design is finalized or prior to
16 finalizing, they run a stress calculation on what the pipe
17 will see before it's finalized.

18 Q. Now, you haven't brought any of the results of
19 those computer models for the HDD pipeline at this location,
20 have you?

21 A. No, sir.

22 Q. Okay. Did you run them for the SPLP use area as
23 well as the Janiec 2 tract?

24 A. No. When the alignment was going through a house,
25 we didn't feel the need to pursue that one -- well, I should

1 say it's more so, since it was going to go through a house
2 and since we had the inability to make the pullback pipe on
3 the property line up with the HDD to actually pull the pipe
4 into the ground, there was no point in actually reviewing
5 the HDD analysis further. The better alternative at that
6 point was feasibility of open cut construction.

7 Q. When did you first realize that you would have to
8 go through a property with a residence on it?

9 A. I don't know the exact date.

10 Q. Well, estimate for us.

11 A. I can't give you a good estimate. I don't know
12 specifically when that happened. I would say probably 2015,
13 2016 time frame.

14 Q. Okay. Well, let's focus on, early as we can in
15 2015, all right. The computer models, do you know when the
16 computer models were run?

17 A. As I mentioned, there wasn't a computer model run
18 for that because of the house.

19 Q. Because of the house. So when was the computer run
20 for the Janiec 2 tract?

21 A. For the existing one?

22 Q. Yes.

23 A. I don't know the specific date, because I usually
24 don't review the models. My engineering firm reviews it and
25 their PE seals off on the drawings.

1 Q. Well, I mean, you're relying on those types of
2 computer models to come into court and tell us about the
3 engineering benefits of one place over the other, right?

4 A. I'm relying on the PE that stamps the drawings --

5 Q. On what?

6 A. I'm relying on the professional engineer that
7 stamps the drawings, who properly have analyzed that and
8 have run those models, yes.

9 Q. Oh, so you don't yourself interpret that material?

10 A. The computer models?

11 Q. Yes.

12 A. No.

13 Q. Okay. And you don't have a copy of them here?

14 A. No.

15 Q. You didn't think they'd be relevant for the Court
16 to see?

17 A. I didn't bring them.

18 Q. So we didn't bother to do the computer models for
19 the agreed upon site. Now, we did talk about drawings and I
20 believe you said the plans were developed in parallel,
21 correct?

22 A. Yes.

23 Q. So we have the March '15 profile drawing that
24 shows, the March 2015 profile drawing that shows the Janiec
25 2 tract. I think R-5 is one. The parallel plan that you

1 said was being developed for the Boot Road area, where is
2 that?

3 A. There's not a plan like this one. We did some KMZs
4 where we modeled what the radius of curvature would look
5 like. The consultant did the modeling. We reviewed them
6 from a feasibility standpoint on what we called a MOC call.
7 It's a management of change call where we review the project
8 designs every Thursday since 2014.

9 So the engineers step me through what they've done on
10 that call and determine what feasibility they see or don't
11 see in a given change to the project, and then based on
12 their recommendations, we make a decision on how to proceed.

13 And then if there's items that are of a larger nature
14 beyond my delegation of authority, as I mentioned earlier,
15 there's a monthly meeting with senior management where I
16 present options to pick from and get their input as well in
17 the decision making process.

18 Q. Now, it was based on the input from these
19 consultants at these meetings that you didn't bother to make
20 the alternate drawing for the parallel plan, putting it
21 through the SPLP use area, correct?

22 A. There was KMZs, which is basically a Google Earth
23 mapping system where we review the feasibility in that
24 platform before we go to the time and expense to produce
25 this type of a drawing, because it's a system that has to

1 produce thousands of drawings. Changes to each one can have
2 a cost associated with it and have a ripple effect on the
3 stationing throughout the entire project.

4 Q. I understand. So those KMZs were done before this
5 profile was drawn?

6 A. Yes.

7 Q. Okay. So this profile was drawn in March of 2015?

8 A. You're talking about R-5?

9 Q. Yeah, I think it was R-5, I think specifically --
10 yeah, it's our exhibit, Exhibit 20 -- I'm sorry, hold on one
11 second.

12 A. Your exhibit shows the original revision per review
13 of March '15, and then it has subsequent revisions up
14 through --

15 A. Right.

16 Q. -- 2016, and that's Township Exhibit 13, right?

17 A. Let me see.

18 Q. It's on the front page of the --

19 A. Yes, that's correct. Yes, sir.

20 Q. Township 13, okay. So what I'm saying is, all
21 those KMZs were done before --

22 A. We do the KMZ before we do --

23 Q. Do the drawing --

24 A. -- put it into a final construction drawing.

25 Q. So my point is, if the settlement agreement is

1 being executed, it's being negotiated in February and March,
2 2015, right?

3 A. I believe so.

4 Q. And the settlement agreement is executed by Sunoco
5 in April of 2015, correct?

6 A. I believe that was the date we discussed earlier.

7 Q. The township signs it May of 2015, correct?

8 A. I believe so.

9 Q. PUC approves it after that, right, late May or June
10 of 2015, right?

11 A. I believe so.

12 Q. But all the while, the KMZs were already run and
13 performed and so that Sunoco knew that it wasn't going to
14 put the on valve station on the SPLP use area because it
15 didn't even bother to draw plans, correct?

16 A. I was actually pushing my engineers to continue to
17 try to find a feasible way to make it work, and they kept
18 coming up with roadblocks as to why different options would
19 not work throughout that time, yes.

20 Q. So I just want to clarify, then, at the time the
21 settlement agreement was being negotiated, Sunoco, their
22 project manager, the guy in charge of everything, didn't
23 think, or his engineers didn't think they could do what
24 they're representing that they're going to do in the
25 settlement agreement, correct?

1 A. In terms of in the settlement agreement, we knew we
2 had to site a valve, and that if we couldn't put it in that
3 site, we would notify the township, so the valve was a known
4 and the design that looked like the most feasible was to go
5 in the Janiec 2 parcel.

6 Q. So you say you're going to notify the township,
7 okay. Now, so you know in pre -- while the settlement
8 agreement is being negotiated, you knew it wasn't likely
9 that it was going to go where you put it in the settlement
10 agreement, but you didn't notify the township at that time,
11 correct?

12 A. Me personally, no.

13 Q. Did anybody from Sunoco?

14 A. I don't believe so.

15 Q. Now, we talked about all those other dates
16 associated with the execution of the settlement agreement.
17 No written notice during any of those dates, correct?

18 A. Not that I'm aware of.

19 Q. No verbal notice from you, correct?

20 A. Not from me.

21 Q. So now later in 2015, by September of 2015, you've
22 decided you know it's going at the Janiec 2, right?

23 A. I'm sorry, you said September?

24 Q. Yes.

25 A. I think we had plans from them. There was still

1 the monthly meetings with management telling me, you know,
2 to try and get it to work at the existing site, that their
3 preference to have it at the other site, as was mine.

4 Q. So this --

5 A. We didn't give up on it at that point, but it was
6 looking like that was the way -- at that point, and I said
7 this earlier, I'm not sure if you caught it, I didn't have
8 all of my subsurface utility locates completed yet, because
9 those tell me the feasibility of the drill that ultimately
10 we're going with here.

11 I didn't get the subsurface utility locate data until
12 the fall of 2015, up into the winter of 2015, so
13 approximately November time frame. And likewise, I didn't
14 have all my geotech back.

15 So at that point, until I have all my utilities located
16 in the work spaces and until I have my geotechnical data
17 back, I don't have a final design. I have a concept design
18 that no PE is even going to stamp until they get that data
19 to look at and review.

20 Q. But you didn't even have a draft design, did you,
21 for anybody --

22 A. For the alternates you're talking about, or for --

23 Q. For the agreed upon location.

24 A. Just the KMZs.

25 Q. What?

1 A. The KMZs that we talked about the desktop analysis
2 in the weekly review meeting.

3 Q. You did run KMZs for the alternate location?

4 A. So KMZs --

5 Q. I'm sorry, for the SPLP use --

6 A. -- is the name of a file from Google Earth that we
7 use, as I testified earlier, where we reviewed it on a
8 mapping tool from that level.

9 Q. So the KMZs were done before March of 2015?

10 A. Probably, yes.

11 Q. And you've had multiple meetings with your
12 professionals --

13 A. Yes.

14 Q. -- and your superiors throughout 2015 where you
15 were still going to try and you're doing everything you can
16 to make the agreed upon area work, correct?

17 A. Yes.

18 Q. Do you have minutes of those meetings?

19 A. I doubt it.

20 Q. Do you have emails confirming those meetings?

21 A. There's probably some emails confirming my attempts
22 to continue to make the Janiec parcel work between the
23 consultant and I.

24 Q. Did you bring any of those here today to help shed
25 light on --

1 A. No.

2 Q. -- your efforts to do this?

3 A. I did not.

4 Q. So now we get to September of 2015, and you said a
5 little bit later, into the fall, and now you said you've
6 done these soil studies, and in your mind you've determined
7 it's not going to go in the SPLP use area?

8 A. Well, I think at that point I know that the drill
9 in the Janiec 2 property is going to work, and I have the
10 geotech that we pointed out earlier to show that the drill
11 underneath 202 in the use parcel is in a zone of fractured
12 rock and likely to cause an inadvertent return and create a
13 safety issue.

14 So at that point, I know that it's not a good path
15 forward to use the SPLP use area in the end of 2015.

16 Q. Where is the analysis that says that's not good?

17 A. Well, is the analysis of the geotech or --

18 Q. Yes, everything that you relied upon by that time
19 in September of '15 that said this was not a good location
20 to do it, where is all that stuff?

21 A. Well, you can see the geotech results here on the
22 drawings that we've shown. As far as the analysis, there's
23 probably some correspondence between the consultant and I.

24 Q. Never gave that to the township, correct?

25 A. No.

1 Q. You don't have it here for the Court today,
2 correct?

3 A. I do not.

4 Q. Okay. So whatever's on this document is what we
5 can go on that there's geotech issues on the site that you
6 believe made Janiec 2 a better site than SPLP?

7 A. Yes, because we're significantly deeper on the
8 current profile and below those fracture zones on the
9 current drill, thereby eliminating the risk of that
10 inadvertent return to come up on the highway or next to the
11 highway.

12 Q. Okay. Now, by January 2016, you've known that
13 you're going to do it at the -- you're going to put the
14 valve station at the Janiec 2 site, right?

15 A. Yes.

16 Q. And what you're saying is that you gave notice of
17 putting the valve at that meeting with Kristin Camp on
18 January 22, 2016?

19 A. Yeah, my recollection was we did discuss having the
20 valve at that site at that meeting.

21 Q. Now, did you send a confirming letter?

22 A. No.

23 Q. Did you send an agenda?

24 A. No.

25 Q. Did you provide a plan for anybody at that meeting

1 showing that valve station?

2 A. I believe we did have a drawing. I don't recall
3 the specific exhibit.

4 Q. I would like to point your attention to a drawing
5 that we've marked as Township Exhibit 3. I think you should
6 have it up there but I'm happy to walk up --

7 A. If you could. I don't see a copy of it.

8 Q. You do see a copy?

9 A. I do not.

10 MR. SOKORAI: If you don't mind, Your Honor,
11 I'll just walk up -- Township Exhibit 5, I'm sorry.

12 BY MR. SOKORAI:

13 Q. Township Exhibit 5, does that look familiar?

14 A. Yeah, this looks like the level of mapping that we
15 would review with the townships.

16 Q. And of course, there's no valve station depicted on
17 there, correct?

18 A. I do not see one.

19 Q. There's not --

20 MR. SOKORAI: Your Honor, I have another copy
21 right here.

22 JUDGE BARNES: No, I have it.

23 MR. SOKORAI: The tan one.

24 JUDGE BARNES: I've got it. Go ahead.

25 BY MR. SOKORAI:

1 Q. So we just noted that there's no valve station
2 depicted on there, and you said typically there wouldn't be,
3 right?

4 A. Correct.

5 Q. Why not?

6 A. Well, because these documents are ones given to the
7 township that become publicly discovered information, so we
8 try not to put location of sensitive pipeline equipment on
9 documents for public disclosure.

10 Q. So we're trying to retain information from going to
11 the public. In addition to not being depicted on here,
12 there's no notice on here that a valve station would go on
13 any location other than the SPLP use area; is that correct?

14 A. There's no note delineating a valve on this
15 drawing.

16 Q. Now, you could have put that on this drawing
17 without revealing any sensitive information to the public;
18 is that correct?

19 A. Put it on the drawing?

20 Q. You could have wrote on here that, "Please note
21 that this will require a valve station not at the agreed
22 upon SPLP use area," correct?

23 A. I believe if we had, then it would be discoverable.
24 It would have been public information.

25 Q. So it would be contrary to your position at Sunoco

1 to allow the public merely to know that the valve station
2 was not going to go where it was agreed, without even
3 providing an alternate location?

4 A. It's actually very similar to the way the Pipeline
5 Hazardous Materials Safety Administration mapping system
6 works. The level of resolution that we provide doesn't show
7 the specific location of the pipe from a roughly 20,000 foot
8 view. It shows approximate locations of the pipeline.

9 The way we handle pipeline location is primarily through
10 the One Call system. When someone places a One Call for
11 work on a parcel, we come out and we flag it out on their
12 property individually. We don't publicly disseminate the
13 specific location of the pipeline or the equipment.

14 JUDGE BARNES: That's enough. I think you
15 answered the question sufficiently.

16 BY MR. SOKORAI:

17 Q. Sunoco in fact submitted an erosion and sediment
18 control plan in February of 2017; did it not?

19 A. That was the second submission in accordance with
20 Act 167. There was an earlier submission in 2016.

21 Q. In 2016?

22 A. Yes.

23 Q. So we have an erosion and sediment control plan
24 that was submitted, civil plans, in January 2017, correct?

25 A. If your plans have a date, the plan date --

1 Q. Well, they're dated September 15.

2 A. I don't remember the exact date of the submission.

3 Q. Well, I guess my point is, you did submit the big
4 binder just like this one --

5 A. Yeah, we actually submitted multiple times, yes.

6 Q. And that's not submitted under seal, correct?

7 A. The erosion and sedimentation control plans?

8 Q. Yes.

9 A. No.

10 Q. And in fact, there's multiple, multiple tabs in
11 here that have specific information about the pipeline,
12 correct?

13 A. They typically show the limits of disturbance and
14 the placement of erosion and sedimentation controls, which
15 watersheds could be affected by surface water runoff, what
16 those watershed characteristics are.

17 We don't show the pipe location in the erosion and
18 sedimentation control plan that I recall.

19 MR. SOKORAI: All right. I guess we should
20 mark this. The next township we haven't marked yet -- why
21 don't we just go to 21, to be safe.

22 MR. BROOMAN: It's 22.

23 MR. SOKORAI: Twenty-two, Township Exhibit 22
24 is a full copy of the erosion and sediment control binder.
25 I didn't bring multiple copies of the erosion and sediment

1 binder. I don't think we have to put it into evidence per
2 se. I'm going to show it to counsel here and just have
3 testimony on it. I believe that would be sufficient, and if
4 not, we can deal with it.

5 JUDGE BARNES: Can you say again what it is?

6 MR. SOKORAI: It's an erosion and sediment
7 control plan from the Pennsylvania pipeline project,
8 southeast region: spread six, February 2017.

9 JUDGE BARNES: February --

10 MR. BROOMAN: Your Honor, it's the t
11 application that was submitted in furtherance of the DEP
12 permits that we're introducing into evidence. This is the
13 full application.

14 THE WITNESS: I'm sorry, for DEP or for the
15 township permit?

16 MR. SOKORAI: That was submitted --

17 THE WITNESS: I'm sorry, you're talking about
18 the township --

19 JUDGE BARNES: He said -- keep your voices up,
20 please. I think he said --

21 MR. SOKORAI: My understanding, it was
22 submitted to the township.

23 JUDGE BARNES: The township.

24 MR. SOKORAI: Correct.

25 THE WITNESS: Okay.

1 JUDGE BARNES: And it's dated, again, February
2 6, 2017?

3 MR. SOKORAI: Just February 2017. There's no
4 specific day there.

5 JUDGE BARNES: Okay. I didn't hear you.

6 BY MR. SOKORAI:

7 Q. Now, I will approach with this binder. Right in
8 here, isn't this the very profile diagram that we've been
9 talking about, that was marked as Township Exhibit --
10 Respondent's R-5, and now ---

11 (Pause.)

12 A. Yes. It does have the same HDD drilling plan that
13 shows the alignment of the HDD itself.

14 Q. I'm sorry, that's the same information as Township
15 13, correct? I'm showing you Township 13. That's the same
16 document?

17 A. I'm sorry, I --

18 Q. Take your time.

19 (Pause.)

20 A. They appear to be the same, and both do show the
21 valve location.

22 Q. And that was not submitted under seal or any
23 confidential stipulations, correct?

24 A. I don't recall if it was or if it wasn't.

25 Q. Is there anything indicated on the binder that

1 we've marked as Township Exhibit 21 (sic) that indicates
2 that it's submitted under seal or confidential or otherwise?

3 A. I don't see that the binder contains the cover
4 letter citing any protections for us. Typically we would
5 supply a cover letter along with the application submission.

6 Q. Okay. So you indicate then that you brought the
7 diagram that we've marked as Township 5, looks like the
8 document that you had given at a township meeting, like Ms.
9 Camp said she got at that township meeting in January of
10 '16, correct?

11 A. I'm sorry?

12 Q. Bad question. You indicated that Township 5 looks
13 to be like what you would give a township at a meeting such
14 as the January 20, 2016 meeting, correct?

15 A. Township 5 looks like what we typically give
16 townships, correct.

17 Q. Okay. Now, what you're saying, though, is beyond
18 the writing that you gave them, the written plan, you gave a
19 verbal explanation that a valve station was going to go
20 there?

21 A. That's my recollection.

22 Q. All right. But you chose not to confirm that in
23 any way in writing to make sure that there's no
24 misunderstanding, right?

25 A. Correct.

1 Q. And you chose that because you didn't want that to
2 be public as well?

3 A. At that time, no. Design -- there goes the lights.

4 MR. SOKORAI: You weren't kidding. Hey, I
5 still have light, though. Do you still have power?

6 JUDGE BARNES: How much time do we expect, or
7 should we continue until tomorrow?

8 MR. SOKORAI: I honestly don't think there's
9 two much more.

10 JUDGE BARNES: All right. Then let's speed it
11 up.

12 THE WITNESS: To answer that, that's -- you
13 see in your own application document that you produced, we
14 did show the location of the valve in that application with
15 the township engineer.

16 BY MR. SOKORAI:

17 Q. Now, you do know from your affidavit and your own
18 testimony, the township provided an E&S permit?

19 A. Correct.

20 Q. What's the significance of that

21 A. The E&S permit defines the best management
22 practices that need to be deployed for construction on the
23 site.

24 Q. For erosion and sediment control, right?

25 A. Yes.

1 Q. It's not an approval of a location of an above
2 ground facility, correct?

3 A. Well, depending on the above ground facility, it
4 could be an approval of the stormwater management for the
5 impervious surface and the subsequent runoff created by that
6 site.

7 Q. So are you saying that you believe that a township
8 can withhold an E&S permit if they disagree with the
9 location of an above ground facility proposed by Sunoco?

10 A. No, sir. I'm saying that they would be aware of a
11 surface site in the application process, not that they would
12 necessarily reject it on that basis.

13 Q. Oh, yeah. Well, we've got, in January of '17, you
14 submitted the E&S?

15 A. And previously, yes.

16 Q. Previously when?

17 A. We submitted that plan, 2016 as well.

18 Q. To the township?

19 A. Yes, under Act 167.

20 Q. And do you have a copy of that submission?

21 A. Not with me.

22 Q. Do you know when in 2016 it was submitted?

23 A. No, I don't off the top of my head, no.

24 Q. Now, you knew pretty soon after this 2016 and/or --
25 after this February 2017 submission, you knew pretty soon

1 thereafter that the township was not happy with the location
2 of the valve station, right?

3 A. I'm sorry, what was the date you referenced?

4 Q. Let me re-ask that question. You knew pretty soon
5 thereafter the February 2017 submission of the revised E&S
6 plan that the township was not happy with the location of
7 the valve station, correct?

8 A. I believe so.

9 Q. All right. And that's what led to that meeting in
10 March that we've heard about?

11 A. Yes.

12 Q. And now, by March of 2017, how much time had gone
13 by between when you first realized that you didn't think you
14 were going to be able to put the valve where you were
15 representing it would go and that March 2017 meeting?

16 A. I think for me it was more definitive, the end of
17 2015 --

18 Q. Okay.

19 A. -- that the feasibility for the drill, to keep it
20 at the Janiec parcel next to our pump station, made it
21 highly unlikely that the valve would end up at that parcel.

22 Q. So if -- you'll have us believe that you told the
23 township in January of '16 verbally that it was going to go
24 there, and then there's no other notice until the EAS plan
25 is submitted?

1 A. In 2016, yes.

2 Q. And when in 2016, approximately?

3 A. Again, you asked me that. I answered that. I
4 don't recall the specific date.

5 Q. Without a specific date, do you know if it was late
6 in the year, early in the year?

7 A. As we referenced earlier, there's 85 townships that
8 we cross that we make these submissions to, so the specific
9 date for each township, I just -- I don't recall. We
10 generally started west to east, so the further west the
11 township, it would have been earlier in the year 2016. The
12 further east, such like West Goshen, would have been closer
13 to the summertime or maybe later in the year 2016.

14 Q. Now, you indicate that stopping the drilling at
15 this site would cause delay, right?

16 A. Yes.

17 Q. First of all, you've never said that you cannot do
18 the drilling in the SPLP use area, correct?

19 A. What I showed earlier is that the drill machine
20 would have to set up to the west of the use area in order to
21 maintain the radius of curvature to not overstress the pipe,
22 and the curvature would be at a depth of approximately 20
23 feet to make a successful drill for that side.

24 However, I don't think it will be successful because of
25 the rock data that we're looking at on the other exhibits

1 showing that it's fractured rock and sandstone.

2 Q. Well, has an engineer ever determined that it can't
3 be done?

4 A. I don't know to say that an engineer said it can't
5 be done. It's that, can it be done safely is the question,
6 and the safety is a concern in regard to inadvertent
7 returns.

8 Q. Has an engineer given you a report that said it
9 cannot be done safely?

10 A. Not a specific report. It would be on the weekly
11 meetings that we had to review the design where they
12 verbally would have told me that it didn't look good.

13 Q. Is there any document here today at all that we can
14 rely on from any type of engineer that says it can't be done
15 safely?

16 A. Not here with me.

17 Q. You're saying one exists, you just didn't bring it
18 with you?

19 A. I'm not sure. There could be emails from my
20 consultants, but I'd have to go search for them.

21 Q. You didn't think that was an important issue to
22 bring to the Court?

23 A. No.

24 Q. Now, you talk about this delay. How long is the
25 delay if you would have to drill at the SPLP use area?

1 A. How long is the delay would depend on how long
2 we're delayed from starting construction.

3 Q. So you don't have a timetable as to how far this
4 would delay the project if the Court was to say, stop
5 drilling here, drill over there?

6 A. Well, we would have to start the permitting process
7 with DEP. That's probably, I'd say, best case, six months,
8 could take as long as up to two years like it did for the
9 other portions of the project.

10 For the open cut section with PennDOT coming into the
11 site, that in itself, if PennDOT would approve it, which I
12 think is highly unlikely, I think that would be probably a
13 year, maybe more.

14 Q. Speaking of PennDOT, did you say that you have now
15 cut a driveway directly onto Boot Road?

16 A. Yes, temporary access road.

17 Q. When did Sunoco do that?

18 A. I want to say it was shortly after the township
19 complained.

20 Q. Was there an HOP permit for that?

21 A. Yes.

22 Q. And when was that submitted?

23 A. I don't know the date it was submitted.

24 Q. Now, there's other portions of Chester County where
25 Sunoco intends to run a pipeline that it's not actively

1 drilling; is that correct?

2 A. Yes.

3 Q. Including West Whiteland Township, correct?

4 A. Correct.

5 Q. And there are significant issues with respect to
6 water supplies not being affected by the horizontal
7 directional drilling, correct?

8 A. Yes, there's a concern there.

9 Q. And as a result, people made complaints, right,
10 saying that, "My water's turning colors and my wells are
11 running dry," right?

12 A. People did make complaints about the drill.

13 Q. And Sunoco has suspended drilling operations in
14 that township, correct?

15 A. Yes.

16 MR. SOKORAI: I don't have any further
17 questions. Thanks.

18 JUDGE BARNES: Any redirect?

19 MR. LEWIS: I'll try to be very brief --

20 JUDGE BARNES: Let's be brief.

21 MR. LEWIS: -- Your Honor.

22 JUDGE BARNES: Thank you.

23 REDIRECT EXAMINATION

24 BY MR. LEWIS:

25 Q. Mr. Gordon, can you take a look at Township Exhibit

1 5?

2 A. Yes.

3 Q. And does that exhibit show the horizontal
4 directional drill --

5 A. It does.

6 Q. -- for the project?

7 A. It does.

8 Q. Does it show the horizontal directional drill
9 coming up at the SPLP use area?

10 A. No.

11 Q. Where does it show the horizontal drill coming up?

12 A. On the Janiec 2 parcel which was labeled as
13 Traditions on this version.

14 Q. And could you read the handwritten note that
15 pertains to the circles that are drawn on there?

16 A. One note, in between the two drills, it says,
17 "Conventional trench 48 inches deep." The second note
18 further to the southeast lists, "12 inch line parallel to
19 eight inch line." And then there's a further note below
20 that says -- I believe it says, "Mention two foot of
21 separation with other utilities."

22 Q. And who called for the meeting in January?

23 A. I believe it was a conversation between Donny
24 Zoladkiewicz and the township to, after the zoning meeting,
25 for us to have a meeting in January to discuss the

1 Traditions site.

2 Q. Is there any question in your mind that as of
3 today, as of today, West Goshen Township knows the reasons
4 why the valve needs to be cited in the Janiec 2 tract?

5 A. I believe they clearly understand why.

6 Q. Is it possible to site the valve at the SPLP use
7 area without open cutting Boot Road for about 3,000 feet?

8 A. I don't know that it's practical. Without drilling
9 the Janiec property and drilling backwards, I don't see how
10 you do it other than open cutting Boot Road.

11 Q. And there has been a prehearing conference
12 memoranda submitted by the township calling for hearings in
13 this case to occur in 2019. In your view, if hearings were
14 to occur in 2019 and the Commission were to stop work at the
15 site until 2019, would that delay the completion of the
16 project?

17 A. Yes.

18 MR. LEWIS: That's it. No further questions.

19 MR. SOKORAI: Very briefly, Your Honor.

20 RE-CROSS-EXAMINATION

21 BY MR. SOKORAI:

22 Q. You talks about these borings that indicated the
23 soils were not compatible or not optimal for the drilling at
24 the SPLP use area location, correct?

25 A. For the profile from the use area to the Janiec 2

1 parcel.

2 Q. Now, was that boring site, would that be depicted
3 as a No. 3 on Exhibit R-5?

4 A. As previously testified, there's two. One is
5 geotech Sam Barney 03, SB-03.

6 Q. Where's that?

7 A. It's on the west side of the pump station. And the
8 second is on the east side of 202 next to the ramp labeled
9 geotech Sam Barney, SB-04.

10 Q. Right. So I guess what I'm saying is, on R-5, I
11 see the results for No. 4 all on the right hand side of R-5,
12 right?

13 A. Yes.

14 Q. I see the results for No. 2, which is west of No.
15 3, right?

16 A. Correct.

17 Q. Where's No. 3 on R-5?

18 A. Directly below No. 2.

19 Q. I see. Okay. All right. Last question. Did you
20 ever -- I apologize if I asked this before. Did you ever,
21 or anyone or Sunoco's behalf ever contact the homeowner
22 whose property would have to be crossed?

23 A. Yes.

24 Q. Okay. Who did that?

25 A. Land agents.

1 Q. Okay. Do you know that land agent's name?

2 A. I'm sorry, you're talking about this -- for the
3 project in general, or this --

4 Q. No.

5 A. -- specific property?

6 Q. This specific property that you said you would have
7 to cross.

8 A. I don't know which field land agent would have been
9 the one to contact the property owners.

10 Q. But you know that they were contacted?

11 A. I'm sorry, which property are you talking about?

12 Q. You had indicated that at the corner of Mary Jane
13 Lane, one of the reasons that you determined that an HDD
14 site at the agreed upon area was not appropriate was because
15 you observed a residential property on the corner of Mary
16 Jane Lane and Boot Road, correct?

17 A. Yes.

18 Q. And you said we'd have to condemn that property?

19 A. Well, I said we'd have to definitely remove the
20 house. It might require condemnation.

21 Q. Did you contact that homeowner?

22 A. That homeowner was contacted for the easement to
23 build these lines.

24 Q. Yes?

25 A. So they were contacted. We did not, to my

1 recollection, ask them to drill under their home.

2 Q. Did you ask the township to approach this person?

3 A. Not that I recall.

4 MR. SOKORAI: No further questions.

5 MR. LEWIS: Just one.

6 FURTHER REDIRECT EXAMINATION

7 BY MR. LEWIS:

8 Q. What was the company's experience with the
9 residents on Mary Jane Lane?

10 A. They were against the project. Many of them have
11 signs of opposition in their yards against the project.

12 MR. LEWIS: Thank you.

13 JUDGE BARNES: Thank you very much. You may
14 step down.

15 (Witness excused.)

16 JUDGE BARNES: Did you have another witness?

17 MR. LEWIS: No, Your Honor. One housekeeping
18 matter, which I understand that Your Honor needs to furnish
19 a decision to the Commission by Monday.

20 JUDGE BARNES: By Tuesday, I think.

21 MR. LEWIS: So it was our intent to submit
22 proposed findings of fact and conclusions of law, I guess in
23 Word format, hopefully Friday.

24 JUDGE BARNES: All right.

25 MR. LEWIS: Assuming we can get the

1 transcript.

2 JUDGE BARNES: This raises an issue regarding
3 the transcript. I'm not sure it can actually be turned
4 around by 3:00 p.m. tomorrow. Can we go off the record and
5 discuss it with the court reporter?

6 (Discussion off the record.)

7 JUDGE BARNES: With the understanding that the
8 transcript may be filed as late as Thursday morning, go
9 ahead again with your proposal, Mr. Lewis.

10 MR. LEWIS: We're going to submit proposed
11 findings of fact and conclusions of law on Friday is
12 possible; if not Friday, I guess Monday.

13 JUDGE BARNES: Okay. I'd like to have the
14 weekend to draft the decision, so Friday. Yes?

15 MR. SOKORAI: Oh, I'm sorry, I wasn't going to
16 ask --

17 JUDGE BARNES: Well, both sides are given that
18 opportunity, if they wish, to file --

19 MR. SOKORAI: Yes.

20 JUDGE BARNES: -- a brief or whatever you want
21 by the end of Friday. That would be fine. It's not
22 required.

23 MR. LEWIS: Thank you, Your Honor.

24 JUDGE BARNES: And is there anything further?

25 MR. SOKORAI: No, just, thank you for staying,

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and to our court reporter as well, thank you for staying
above and beyond the call of duty, even without the lights
on.

MR. LEWIS: I agree.

JUDGE BARNES: All right. Well, thank you all
very much for participating, and we are adjourned.

(Whereupon, at 6:16 p.m., the proceedings were
concluded.)

-0-

C E R T I F I C A T E

I hereby certify that the foregoing proceedings,
C-2017-2589346, were reported by me on July 18, 2017, and
that I, John A. Kelly, have read this transcript and attest
that this transcript is a true and accurate record of the
proceedings.

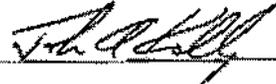
By: 
John A. Kelly

Exhibit D

Personal

12 + 12
(26)

- ① EOT / wot Dinner on Sunday at Union Canal House
- ② Email to Susan - Monday at Harvest

Local Dev Plan meets Cnd
& have completed w/ conditions of approval

- WGT
- ① Easement w/ fire hall is almost signed
 - ② Will obtain easement from Janice
condemn if necessary

Location is critical to allow directional
drilling to occur on Boat Rd in both directions
Have arranged mtg w/ pip owner + Trad to
discuss

No construction activity can commence while
Since uses land
Will use Majority of Tr. land
for lay down area

Since
easement will
take priority

Will access Trad property via Culbertson
Rd in EAT + enter thru rear of
Fire Comp property
Will not use any portion of driveway or
block access pts
Will not impair/impede fire Comps ability to exit

Township 18

WGT-001676

11/20/2016

Frank - Business Development

(RAW)

Evana Wolf

- clearing of community relations

Sharon

- Lancaster

Field Project Manager

Don Z.

- Community Relations / PR

Matt Sedon

Project Manager for

Marmor II

"Construction Spend 5"

Break down or phasing of

- ① Landscaping
- ② Traditions
- ③ Review of Marmor I plans

~~Week 1~~

Status of RAW

Have acquired 21 easements [7 landowners]

Have 7 more to acquire [3 will be handled by legal]

will be using HDD (directional drilling)

→ less impact to surface of property

→ In most cases new easements are within same area of land as existing easements

Existing easements may have right to install another line

- May have to exercise the right to have 2nd line
→ Still have to negotiate the payment for 2nd line

Drill pops up out of ground
after the 2nd

Keeping driveway to

Coming in & out of
Culbertson Rd to
fire company property

Will get permit from EAT
for use of Culbertson
Rd

Trucks won't block
Culbertson

But will use it to
carry back of heavy pipe

Plan to lay pipe on
Tradition property

Will hydro test the
pipe and do pipe
welding on the property

Drill process could take 1-2 months
OR 3-4 months

- Timeline to start April 2016 / July 2016
- May clear trees / E+S controls (has to be cleared by March 2016)
Mariner II isn't a FELC project

Chap. 102/DEP
Army Corps
FISH+

permits filed last year
w/ federal + state govt

Have not
finalized the
Temp Work
Spec Exam
yet

Matthew Weinstein - Eng
Bob Hall - Fine Comp. President

Land Agent has
Worked nicely
with Surcor
and have

*James didn't want to talk to Surcor
re of Traditions development

Were able to
stay out
of driveway
and will
not
impact ability
of trucks to get
out

Important to use Traditions/Dasher Fine Co. property
Want to be able to open cut in this area so they
can directional drill in WWT + EAT along Boat Rd

Are also acquiring permanent easements

Work will occur Mon-Sat 10 Hr at a time

11/20/2016

length of time for directional drilling depends on topography, rock, etc.

- Drill machine sands like a tractor trailer
- Fill tank of water 200 gallons
- Have returns from drill
- Graduated returns of fluid/slurry of mud/clay

Contractors?

→ Will provide specs for a fence in areas where fence areas

→ Otis Eastern - Contractor doing drilling
Have 20 yrs of experience

Subcontract of Penn Line for landscaping

Mariner II has 2 lines ^{the 20 inch pipe}
Open ~~area~~ for 2nd line w/in Mariner II ^{16 inch pipe}
Havent closed the open ~~area~~ yet - they dont have enough commitments

1

[- suggest that Huma hold a meeting to
- discuss contractor expectations]
[15 minute pull pt presentation]

Held mtg at Deep Lanes in Westtown

They send notice to land owner along corridor
Could pull it together w/in 30 days

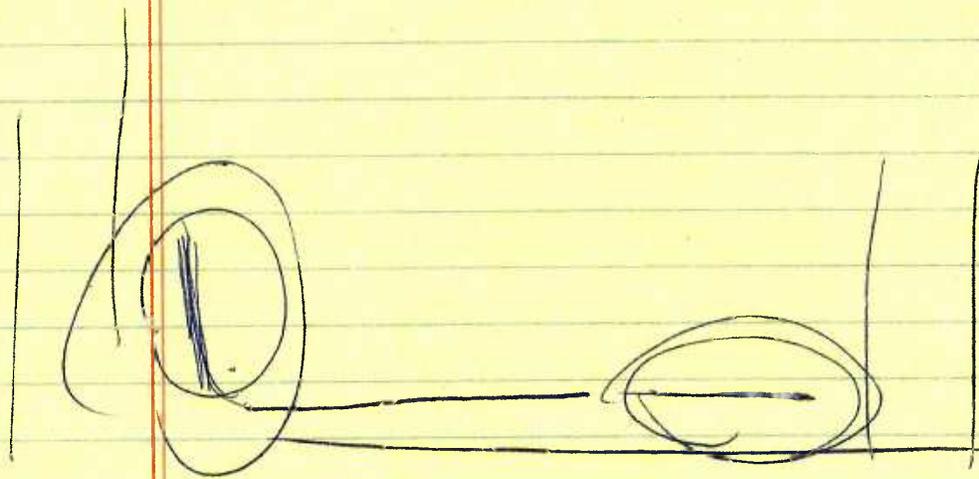


Exhibit E

3. 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 reasonable precision the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township.
4. 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 was that if engineering constraints did not allow SPLP to construct the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known as the "SPLP Additional Acreage" and is designated Chester County Tax Parcel No. 52-1-10.1, incorrectly referred to as Parcel 52-0-10-10.1 in the Settlement Agreement.
5. 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 Tract"), or on any location in the Township other than on the SPLP Use Area.
6. My understanding as of 2015 was that the pump station, the VCU 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 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.
7. It was my understanding in 2015 that, subject to any engineering constraints, SPLP intended to construct the valve station on the SPLP Use Area as depicted in the attached map. The valve station was to be constructed on the SPLP Use Area unless SPLP was unable to do so due to engineering constraints.
8. 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, required by the siting of Valve 344 would be constructed solely on the SPLP Use Area.
10. The first time I became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec 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 Tract. 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 Tract and not the SPLP Use Area.

11. 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.
13. The Janiec Tract is located outside of the SPLP Use Area.
14. The Township does not seek to permanently block construction of the Mariner East pipeline project. The Amended Complaint to Enforce Settlement Agreement seeks to hold SPLP to the terms of the bargain reached in the Settlement Agreement. These terms include the provision that any above-ground valves and appurtenant facilities would be built within the SPLP Use Area.

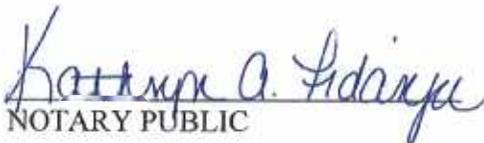
Date: June 8th, 2017


KRISTIN S. CAMP, ESQUIRE

Commonwealth of Pennsylvania

County of Chester

On this 8th day of June, 2017, before me personally appeared Kristin S. Camp, to me known to be the person named in and who executed the above document and acknowledged that she executed the same as her own free act and deed.


NOTARY PUBLIC

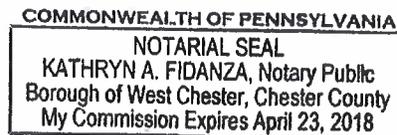


EXHIBIT A



DATE	BY	APP'D	BY
			
BOOT STATION GENERAL ARRANGEMENT SPLP USE AREA EXHIBIT			SHEET NO. 2

Distribution Record	
DATE	BY

NOTES:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.


 Roanley Engineering, Inc.
 13201 E. Arapahoe Rd. C10
 Centennial, CO 80112
 (303) 782-6811

OLD DRAWING NO. 2896-BOO2-EXHIBIT 2