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February 26, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Glen Riddle Station, L.P. v. Sunoco Pipeline L.P.; Docket No. C-2020-3023129

Dear Secretary Chiavetta:

Enclosed for electronic filing is the Motion of Glen Riddle Station, L.P., to Dismiss the Objections of Sunoco Pipeline L.P. and Compel Responses in the above-referenced matter. If you have any questions with regard to this filing, please do not hesitate to contact me. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Samuel W. Cortes', written over a light blue horizontal line.

Samuel W. Cortes

SWC:jcc
Enclosure

cc: Per Certificate of Service

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota
Nevada New Jersey New York North Carolina **Pennsylvania** South Carolina Texas Washington

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.,	:	DOCKET NO. C-2020-3023129
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

NOTICE TO PLEAD

TO: Sunoco Pipeline L.P.

Pursuant to 52 Pa. Code § 5.342, you are hereby notified that Glen Riddle Stations, L.P., has filed a Motion to Dismiss the Objections of Sunoco Pipeline L.P. at the above-referenced docket to which you may file an answer within five (5) days. Your failure to answer will allow the ALJ to rule on the Motion without a response from you, thereby requiring no other proof. All pleadings such as an Answer to this Motion must be filed with the Secretary of the Pennsylvania Public Utility Commission, Rosemary Chiavetta.

FOX ROTHSCHILD LLP

February 26, 2021

By:



Samuel W. Cortes, Esquire
Attorney ID No. 91494
Attorneys for Complainant

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.,	:	DOCKET NO. C-2020-3023129
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

**MOTION OF GLEN RIDDLE STATION, L.P., TO DISMISS
THE OBJECTIONS OF SUNOCO PIPELINE L.P. AND COMPEL RESPONSES**

Glen Riddle Station, L.P. (“Complainant”), by and through its counsel, Fox Rothschild LLP, pursuant to 52 Pa. Code § 5.342, file this Motion to Dismiss the Objections of Sunoco Pipeline L.P. (“Sunoco” or “Respondent”) and Compel Responses (the “Motion”) to certain interrogatories and requests for production of documents propounded by Complainant. Specifically, Respondent objected to Complainant’s Instructions and Definitions, Interrogatory No. 19, and Request for Production of Document Nos. 1, 29, 36, and 37. Complainant respectfully requests that the ALJ dismiss Respondent’s objections and compel Respondent to answer Interrogatory No. 19 and Request for Production of Document Nos. 1, 29, 36, and 37.

In support, Complainant states as follows:

I. BACKGROUND

1. On December 2, 2020, Complainant filed its Complaint in this action, arising out of Respondent’s construction of pipeline on Complainant’s property (the “Property”).

2. In its Complaint, Complainant alleges that Respondent’s conduct fails to comply with previous requirements of the Pennsylvania Public Utility Commission (the “Commission”) regarding a public awareness plan and standard operating procedures. Complainant further alleges that Respondent’s construction of the Pipeline violates the Public Utility Code and raises serious

public safety concerns, including, but not limited to, parking and traffic safety concerns, unsafe work site concerns, failure to follow government-mandated pandemic safety protocols, failure to communicate regarding a potentially hazardous leak, and structural and storm drainage concerns, among other things.

3. On February 5, 2021, Complainant served Respondent with Interrogatories and Requests for Documents on Sunoco Pipeline L.P. – Set I, which are attached as Exhibit A.

4. On February 16, 2021, Respondent served its objections to Complainant's Interrogatories and Requests for Documents, which are attached as Exhibit B.

5. Respondent objects to Complainant's Instructions and Definitions, Interrogatory No. 19, and Document Request Nos. 1, 29, 36, and 37.

6. As set forth herein, Respondent's objections are meritless. Complainant, therefore, respectfully requests that the ALJ dismiss Respondent's objections and compel Respondent to fully respond to Interrogatory No. 19 and produce all documents responsive to Document Request Nos. 1, 29, 36, and 37.

II. LEGAL STANDARD

7. Under the Commission's regulations, a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action. See 52 Pa. Code § 5.321(c). It is not ground for objection that the information sought will be inadmissible at hearing if the information sought appears reasonably calculated to lead to the discovery of admissible evidence. Id. The Commission applies the relevancy test liberally. See Pennsylvania Public Utility Commission v. The Peoples Natural Gas Company, 62 Pa. PUC 56 (Aug. 26, 1986). Not only is the relevancy test liberally applied, but any doubts regarding the relevancy of subject matter should be resolved in favor of relevancy. Koken v. One Beacon Ins.

Co., 911 A.2d 1021, 1025 (Pa. Commw. Ct. 2006). The burden of proof lies with the party challenging the relevance of discovery. Id.

III. THE ALJ SHOULD DISMISS THE OBJECTIONS AND COMPEL ANSWERS

8. As set forth herein, the Court should dismiss Respondent's objections to (A) Complainant's Instructions and Definitions, because the definitions to which Respondent objects are identical to the definitions used by Respondent in its own discovery requests and Respondent's request for a protective order is untimely and improper; (B) Interrogatory No. 19, because payments (including, but not limited to, fines, penalties, or administrative expenses) made by Respondent to the Township are reasonably calculated to lead to the discovery of further evidence of Respondent's unsafe practices, (C) Document Request No. 1 because Respondent's objections to the use of the phrase "related to" is frivolous and in bad faith, (D) Document Request No. 29 because documents relating to Respondent's erosion and sediment control permits are reasonably calculated to lead to the discovery of evidence regarding Respondent's unsafe practices, (E) Document Requests No. 36 and 37 because Respondent's communications with the Township are reasonably calculated to lead to the discovery of admissible evidence.

A. The ALJ Should Dismiss Respondent's Objections To Complainant's Instructions And Definitions.

9. First, the ALJ should dismiss Respondent's objections to Complainant's Instructions and Definitions because they are consistent with the Commission's regulations regarding discovery at 42 Pa. Code § 5.321 et seq.

10. Second, the ALJ should dismiss Respondent's objections to the production of "proprietary, confidential, highly confidential or confidential security information."

11. Pursuant to 52 Pa. Code § 5.365(c)(4), "[p]rior to the issuance of a protective order, a party may not refuse to provide information which the party reasonably believes to be proprietary

to a party who agrees to treat the information as if it were covered by a protective order until the presiding officer or the Commission issues the order or determines that issuance of the order would not be appropriate.” Id. “The party claiming the privilege shall file a petition for protective order under subsection (a) within 14 days of the date the request for information was received.” Id. The use of “shall” in 52 Pa. Code § 5.365(c)(4) renders it a mandatory, non-waivable, statutory obligation. In re Canvass of Absentee Ballots of November 4, 2003 General Election, 843 A.2d 1223, 1231 (Pa. 2004) (holding, the word “shall” in statutes carries an imperative or mandatory meaning).

12. Here, more than 14 days have passed since Complainant served Respondent with the Interrogatories and Document Requests.

13. Respondent has not filed a petition for protective order.

14. Accordingly, pursuant to 52 Pa. Code § 5.365(c)(4), Respondent cannot refuse to respond to Complainant’s discovery requests on the basis of confidentiality or propriety.

15. Moreover, Complainant objects to Respondent’s proposed protective order (the “Proposed Protective Order,” attached as Exhibit C) because it unfairly prejudices Complainant’s rights to discovery. Specifically, the Proposed Protective Order grants Respondent discretion in determining what discovery can be reviewed by Complainant’s representatives, without providing Complainant with sufficient or timely means to challenge Respondent’s confidentiality designations.

16. Third, the ALJ should dismiss Respondent’s objections to Complainant’s definition of the word “document.”

17. Respondent objects to Complainant’s definition of “document,” to the extent it includes any (1) prior drafts of a responsive document, (2) handwritten notes, notations, records,

or recordings of any responsive conversations, or (3) materials and documents that were created in preparation of litigation.

18. Drafts of responsive documents are clearly discoverable. See 52 Pa. Code § 5.321 (“[A] party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action ... including ... any books, documents, or other tangible things”).

19. In fact, in its own Instructions and Definitions, Respondent directs Complainant to produce all drafts of written documents. [See Respondent’s Interrogatories and Request for Production of Documents Directed to Complainant, attached as Exhibit D, ¶ 11 (defining “Document” as “the original and all drafts of all written and graphic matter, however produced or reproduced, of any kind or description, whether or not sent or received, and all copies thereof which are different in any way from the original...”).

20. Similarly, handwritten notes, notations, records, or recordings of conversations are clearly discoverable and are also included within Respondent’s own definition of “document.” See 52 Pa. Code § 5.321; [Respondent’s Interrogatories and Request for Production of Documents Directed to Complainant, ¶ 11 (defining “Document” to include, among other things, “record or recording or summary of any telephone or other conversation, or of any interview, or of any conference...”).

21. Finally, Respondent objects to Claimant’s Instructions and Definitions, arguing that “[t]o the extent that any document or other material was prepared in anticipation or preparation of litigation, such materials are privileged and exempt from discovery.” [Respondent’s Objections, p. 3]. Respondent is incorrect. Pursuant to 52 Pa. Code § 5.323, “a party may obtain discovery of any matter discoverable under § 5.321(b) (relating to scope) even though prepared in anticipation

of litigation or hearing by or for another party or by or for that other party's representative, including his attorney, consultant, surety, indemnitor, insurer or agent." Id. To the extent that documents and information responsive to Complainant's discovery requests include material protected from disclosure by the attorney-client privilege or work product doctrine, Respondent should identify such material on a privilege log consistent with the Commission's regulations and the Pennsylvania Rules of Civil Procedure.

B. The ALJ Should Dismiss Respondent's Objections To Interrogatory No. 19.

22. Respondent objected to Interrogatory No. 19, which states: "Identify all monies that Sunoco has paid to the Township in addition to the \$1.8 Million identified in the Letter Agreement between Sunoco and the Township dated September 26, 2016, and the purpose of each such payment."

23. Respondent objected to Interrogatory No. 19 on the basis that "[w]hether [Respondent] paid monies to the Township and the amount of any such payments has nothing to do with the allegations in this proceeding – whether [Respondent's] construction on Complainant's property and communications with Complainant comply with the Public Utility Code."

24. Complainant clearly is entitled to discovery on whether Respondent made any payments to the Township (including, but not limited to, fines, penalties, or administrative expenses) relating to Respondent's unsafe practices. Accordingly, Interrogatory No. 19, which directs Respondent to identify any payments made to the Township, is reasonably calculated to lead to the discovery of admissible evidence.

25. Moreover, pursuant to the Letter Agreement between Sunoco and the Township dated September 26, 2016, Respondent agreed to reimburse the Township for "all reasonable and documented expenses incurred in conjunction with the Easements including, but not limited to,

legal fees (including, but not limited to, for the negotiation of the Easements, the review and drafting of any and all documents associated with the Easements, attendance at public and private meetings, and litigation costs and expenses incurred including in opposing the injunction filed against the Township in conjunction with the Easements) engineering fees (including, but not limited to, for the negotiation, review and drafting of documents associated with the Easements, and oversight of the construction and restoration of the Easements and Township property and roads), consultant costs and expenses (including, but not limited to, the charges of all appraisers), and administrative costs and fees.” [See Letter Agreement, attached as Exhibit E, ¶ 7]. Respondent further agreed to reimburse the Township for all reasonable and documented expenses associated with the oversight of any maintenance, repairs and/or replacement of the Pipelines and the use of the Easements.” [Id.]

26. If Respondent made payments to the Township consistent with the Letter Agreement, including, but not limited to, fines, penalties, or administrative expenses, such payments may relate to or establish, in and of themselves, Respondent’s unsafe practices. [See Letter Agreement, ¶ 7].

27. Complainant is, therefore, entitled to discovery on such payments, because they are reasonably calculated to lead to the discovery of admissible evidence regarding Respondent’s unsafe practices and the serious public safety concerns addressed in the Complaint. See 52 Pa. Code § 5.321(c)

C. The ALJ Should Dismiss Respondent’s Objections To Document Request No. 1.

28. Respondent objected to Document Request No. 1, which states “All documents and/or communications identified in, used to respond to, referenced by, or related to Sunoco’s answers to the Interrogatories and/or the Complaint filed by Glen Riddle.”

29. Respondent objected to Document Request No. 1 on the basis that the phrase “related to” is overbroad and unduly burdensome.

30. Again, Respondent objects to Complainant’s discovery, despite serving the exact same requests on Complainant. [See Respondent’s Document Requests No. 1 (“All documents and/or communications identified in, used to respond to, referenced by, or related to Glen Riddle’s answers to the Interrogatories”); No. 2 (“All documents and/or communications identified in, referenced by, or related to Glen Riddle’s Complaint.”)].

31. Respondent’s objections are meritless and amount to nothing more than discovery gamesmanship. Accordingly, the ALJ should compel Respondent to respond fully to Document Request No. 1.

D. The ALJ Should Dismiss Respondent’s Objections To Document Request No. 29.

32. Respondent objected to Document Request No. 29, which states: “All document, communications, and information regarding Sunoco’s Chapter 103 Erosion and Sediment Control, including, but not limited to, permits.”

33. Contrary to Respondent’s objections, Request No. 29 is reasonably calculated to lead to the discovery of admissible evidence. The ALJ previously determined that issues relating to permitting are relevant as they may demonstrate that Respondent is engaging in unsafe practices. [See ALJ Order on Respondent’s Preliminary Objections, p. 7 (“To the extent that [Respondent]

may be found to have violated municipal law, face covering mandates or environmental regulations by a court that has jurisdiction to hear such claims, or the easement pertains to a utility issue such as inspection of structures and water piping, then such a finding may be used to demonstrate that [Respondent] is also violating the Public Utility Code by providing unsafe service.”)].

34. Complainant shall limit this discovery request on all documents relating to Respondent’s Chapter 102 Erosion and Sediment Control that relate in any way to the subject Property in an effort to expedite this matter.

35. Accordingly, Complainant respectfully requests that the ALJ dismiss Respondent’s objections to Document Request No. 29 and compel Respondent to produce all responsive documents.

E. The ALJ Should Dismiss Respondent’s Objections To Document Requests No. 36 And 37.

36. In Document Requests No. 36 and 37, Complainant seeks all documents and communications between the Township and Respondent regarding the Property, payments made by Respondent to the Township, work conducted by Respondent within the Township, and issues of safety. [See Document Request No. 36 (“All communications by and between James R. Flandreau, Esquire [the Township’s solicitor], or any of his partners or associates, and Duane Morris LLP [Respondent’s counsel], relating in any way to Sunoco or the Property.”); No. 37 (“All communications by and between Sunoco and any of its representatives, including, but not limited to, Energy Transfer Partners and Duane Morris LLP, on the one hand, and the Township or any representatives of the Township, including, but not limited to, legal counsel, engineers, officials, council members, and the Township Manager, on the other, relating to work in the Township, payments, safety, and/or the Property.”)].

37. Respondent objects to these Document Requests on the basis that they are “not relevant to what is at issue in the Complaint – whether [Respondent’s] construction on Complainant’s property and communications with Complainant comply with the Public Utility Code.” [Respondent’s Objections, pp. 5-6].

38. The standard for discovery is not relevance – it is whether the request is reasonably calculated to lead to the discovery of admissible evidence. See 52 Pa. Code § 5.321(c) (“It is not ground for objection that the information sought will be inadmissible at hearing if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.”).

39. To the extent that the Township and Respondent are communicating with respect to the Property, the pipeline, or safety concerns, those communications are clearly calculated to lead to the discovery of relevant and admissible evidence relating to the serious public safety concerns raised in Complainant’s Complaint.

40. Complainant, therefore, respectfully requests that the ALJ dismiss Respondent’s objections and compel Respondent to produce all documents responsive to Requests No. 36 and 37.

IV. CERTIFICATION

41. The undersigned counsel certifies that on February 26, 2021, he wrote to Respondent’s counsel in an attempt to meet and confer and resolve Respondent’s objections. Counsel for the parties intend to speak to potentially resolve certain of these objections early next week. The undersigned counsel will withdraw or modify this Motion as appropriate following that conference.

V. CONCLUSION

WHEREFORE, for all of the foregoing reasons, Administrative Law Judge Joel Cheskis should overrule Respondent's objections to Complainant's Definitions and Instructions, Interrogatory No. 19, and Request for Production of Document Nos. 1, 29, 36, and 37 and should compel Respondent to expeditiously answer Interrogatory No. 19 and Request for Production of Document Nos. 1, 29, 36, and 37.

Respectfully submitted,

FOX ROTHSCHILD LLP

February 26, 2021

By:



Samuel W. Cortes, Esquire
Attorney ID No. 91494
Attorneys for Complainant

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

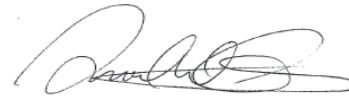
GLEN RIDDLE STATION, L.P.,	:	DOCKET NO. C-2020-3023129
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

CERTIFICATE OF SERVICE

I hereby certify that, on February 26, 2021, I served a true and correct copy of the foregoing Motion to Dismiss Objections and Compel Responses, upon the persons listed below and by the methods set forth below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

Email

Thomas J. Sniscak, Esquire
Whitney E. Snyder, Esquire
Hawke, McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101
TJSniscak@hmslegal.com
WESnyder@hmslegal.com



Samuel W. Cortes, Esquire

EXHIBIT A



Eagleview Corporate Center
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Tel (610) 458-7500 Fax (610) 458-7337
www.foxrothschild.com

SAMUEL W. CORTES
Direct No: 610.458.4966
Email: SCortes@FoxRothschild.com

February 5, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Glen Riddle Station, L.P. v. Sunoco Pipeline L.P.; Docket No. C-2020-3023129

Dear Secretary Chiavetta:

Enclosed for electronic filing is the Certificate of Service regarding Interrogatories and Requests for Production of Documents Directed to Sunoco Pipeline L.P., - Set I, in the above-referenced matter. If you have any questions with regard to this filing, please do not hesitate to contact me. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Samuel W. Cortes', written over a light blue horizontal line.

Samuel W. Cortes

SWC:jcc
Enclosure

cc: Per Certificate of Service

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota
Nevada New Jersey New York North Carolina **Pennsylvania** South Carolina Texas Washington

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.,	:	DOCKET C-2020-3023129
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have, on this 5th day of February, 2021, served a true copy of Glen Riddle Station, L.P.’s Interrogatories and Requests for Documents on Sunoco Pipeline L.P. – Set I upon the participants and by the methods set forth below, in accordance with the requirements of 52 Pa. Code § 1.54, as indicated below:

Email and First Class U.S. Mail

Thomas J. Sniscak, Esquire
Whitney E. Snyder, Esquire
Hawke, McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101



Samuel W. Cortes, Esquire



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265
EFILING - FILING DETAIL

Date Created	Filing Number
2/5/2021	2008820

Your filing has been electronically received. Upon review of the filing for conformity with the Commission's filing requirements, a notice will be issued acknowledging acceptance or rejection (with reason) of the filing. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

The date filed on will be the current day if the filing occurs on a business day before or at 4:30 p.m. (EST). It will be the next business day if the filing occurs after 4:30 p.m. (EST) or on weekends or holidays.

Docket Number: C-2020-3023129

Case Description:

Transmission Date: 2/5/2021 3:07 PM

Filed On: 2/5/2021 3:07 PM

eFiling Confirmation Number: 2008820

File Name	Document Type	Upload Date
Filing Package - Discovery COS.pdf	Certificate of Service	2/5/2021 3:07:33 PM

For filings exceeding 250 pages, the PUC is requiring that filers submit one paper copy to the Secretary's Bureau within three business days of submitting the electronic filing online. Please mail the paper copy along with copy of this confirmation page to Secretary, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120 a copy of the filing confirmation page or reference the filing confirmation number on the first page of the paper copy.

No paper submission is necessary for filings under 250 pages.

You can view a record of this filing and previous filings you have submitted to the PUC by using the links in the Filings menu at the top of the page. Filings that have been submitted within the last 30 days can be viewed by using the Recent Filings link. Older filings can be viewed by using the search options available in the Filing History link.

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.,	:	DOCKET C-2020-3023129
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

**GLEN RIDDLE STATION, L.P.’S INTERROGATORIES AND REQUEST
FOR DOCUMENTS DIRECTED TO SUNOCO PIPELINE L.P. – SET I**

Pursuant to 66 Pa. C.S. § 333 and 52 Pa. Code § 5.341, *et seq.*, Glen Riddle Station, L.P. (“Glen Riddle”) by and through the undersigned counsel, hereby propounds its Interrogatories and Request for Production of Documents upon Sunoco Pipeline L.P. (“Sunoco”) – Set I.

DEFINITIONS

1. The “Responding Party,” “you,” or “your” means the party to which these interrogatories and requests for documents are propounded and/or all agents, affiliates, employees, consultants, and representatives acting on behalf of the Responding Party.
2. “Commission” means the Pennsylvania Public Utility Commission.
3. “Glen Riddle” means Glen Riddle Station, L.P.
4. “Sunoco” means Sunoco Pipeline L.P., including, but not limited to, all other persons and/or entities acting for or on behalf of it (e.g. Energy Transfer Partners and Duane Morris LLP).
5. “Property” means Glen Riddle Station Apartments in Middletown Township, Delaware County, Pennsylvania, Tax Parcel ID No. 27-00-00780-00.
6. “Township” means Middletown Township, Delaware County.

7. “Pipeline Project” means Sunoco’s Mariner East 2 pipeline project including, without limitation, Sunoco’s work at the Property.

8. To “identify” a natural person means to state that person’s full name, title or position, employers, last known address, and last known telephone number.

9. To “identify” a business entity means to state the full name of such business, the form of the business, and its location or address.

10. To “identify” a “document” means to provide all of the following information irrespective of whether the document is deemed privileged or subject to any claim of privilege:

- A. The title or other means of identification of each such document;
- B. The date of each such document;
- C. The author, preparer or signer of each such document; and

D. A description of the subject matter of such document sufficient to permit an understanding of its contents and importance to the testimony or position being examined and the present or last known location of the document. The specific nature of the document should also be stated (e.g., letter, business record, memorandum, computer print-out, etc.).

In lieu of “identifying” any document, it shall be deemed a sufficient compliance with these interrogatories to attach a copy of each such document to the answers hereto and reference said document to the particular interrogatory to which the document is responsive.

11. “Document” means the original and all drafts of all written and graphic matter, however produced or reproduced, of any kind or description, whether or not sent or received, and all copies thereof which are different in any way from the original (whether by interlineation, date-stamp, notarization, indication of copies sent or received, or otherwise), including without limitation, any paper, book, account, photograph, blueprint, drawing, sketch, schematic,

agreement, contract, memorandum, press release, circular, advertising material, correspondence, letter, telegram, telex, object, report, opinion, investigation, record, transcript, hearing, meeting, study, notation, working paper, summary, intra-office communication, diary, chart, minutes, index sheet, computer software, computer-generated records or files, however stored, check, check stub, delivery ticket, bill of lading, invoice, record or recording or summary of any telephone or other conversation, or of any interview or of any conference, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter of which the Responding Party has or has had possession, custody or control, or of which the Responding Party has knowledge.

12. “Communication” means any manner or form of information or message transmission, however produced or reproduced, whether as a document as herein defined, or orally or otherwise, which is made, distributed, or circulated between or among persons, or data storage or processing units.

13. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation thereof.

14. “Person” refers to, without limiting the generality of its meaning, every natural person, agent, broker, consultant, corporation, partnership, association (whether formally organized or ad hoc), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.

INSTRUCTIONS

1. Items referred to in the singular include those in the plural, and items referred to in the plural include those in the singular.

2. Items referred to in the masculine include those in the feminine, and items referred to in the feminine include those in the masculine.

3. The answers provided should first restate the question asked and identify the person(s) supplying the information.

4. In answering the interrogatories, the Responding Party is requested to furnish all information that is available to the Responding Party, including information in the possession of the Responding Party's attorneys, agents, consultants, or investigators, and not merely such information of the Responding Party's own knowledge. If any of the interrogatories cannot be answered in full after exercising due diligence to secure the requested information, please so state and answer to the extent possible, specifying the Responding Party's inability to answer the remainder, and stating whatever information the Responding Party has concerning the unanswered portions. If the Responding Party's answer is qualified in any particular, please set forth the details of such qualification.

5. If the Responding Party objects to providing any document requested on any ground, identify such document by describing it as set forth in these instructions and definitions and state the basis of the objection.

6. If the Responding Party objects to part of an interrogatory and refuses to answer that part, state the Responding Party's objection and answer the remaining portion of that interrogatory. If the Responding Party objects to the scope or time period of an interrogatory and refuses to answer for that scope or time period, state the Responding Party's objection and answer the interrogatory for the scope or time period that the Responding Party believes is appropriate.

7. If, in connection with an interrogatory, the Responding Party contends that any information, otherwise subject to discovery, is covered by either the attorney-client privilege, the so-called "attorneys' work product doctrine," or any other privilege or doctrine, then specify the general subject matter of the information and the basis to support each such objection.

8. If any information is withheld on grounds of privilege or other protection from disclosure, provide the following information: (a) every person to whom such information has been communicated and from whom such information has learned; (b) the nature and subject matter of the information; and, (c) the basis on which the privilege or other protection from disclosure is claimed.

9. The interrogatories are continuing and the Responding Party is obliged to change, supplement and correct all answers given to conform to new or changing information.

10. The Responding Party should include a verification in accordance with 52 Pa. Code § 1.36.

INTERROGATORIES FROM GLEN RIDDLE TO SUNOCO – SET 1

1. Identify any policies and/or procedures Sunoco has in place relating to safety of its construction activities for the Pipeline Project, including, without limitation, Sunoco's construction at the Property.

ANSWER:

2. Identify Sunoco's safety plan, if any, for Sunoco's work at Glen Riddle.

ANSWER:

3. Identify all information, whether written or otherwise, Sunoco has provided to any of the Glen Riddle Residents relating to the Property or work at the Property.

ANSWER:

4. Identify any communications by and between Sunoco, or any of its representatives, on the one hand, and any of the Glen Riddle Residents, on the other, relating to the Property or work at the Property. For each communication, please state the following:

- a. The purpose of the communication;
- b. The party initiating the communication;

- c. The date of the communication;
- d. The substance of the communication; and
- e. The outcome and/or result of the communication.

ANSWER:

5. Identify all actions taken by Sunoco to ensure that Sunoco's construction at the Property will be in compliance with Sunoco's Public Awareness Plan, which is attached to the Complaint as Exhibit B.

ANSWER:

6. Identify all actions taken by Sunoco to ensure Sunoco's safe installation of sound walls at the Property.

ANSWER:

7. Identify the levels of sound that the sound wall plan for the Property was created to abate.

ANSWER:

8. Identify what loads the sound walls at the Property are built to withstand.

ANSWER:

9. Identify how Sunoco measures noise decibels for safety and specifically what levels Sunoco considers safe or acceptable.

ANSWER:

10. Identify all actions taken by Sunoco to ensure Sunoco's work does not obstruct any ingress and egress to emergency exit points at the Property.

ANSWER:

11. Identify all actions taken by Sunoco to ensure Sunoco's work does not obstruct emergency access throughout the Property.

ANSWER:

12. Identify all actions taken by Sunoco to ensure Sunoco's work at the Property will provide for reasonable and safe directing of traffic.

ANSWER:

13. Identify all actions taken by Sunoco to ensure for the safe operation of large vehicles and equipment at the Property.

ANSWER:

14. Identify all traffic safety plans Sunoco has in place in connection with its work at the Property.

ANSWER:

15. Identify all pedestrian safety plans Sunoco has in place at the Property.

ANSWER:

16. Identify all actions taken by Sunoco to ensure Sunoco's work at the Property will not disrupt the safe and orderly pick up of Glen Riddle's schoolchildren including, without limitation, those children utilizing the Rose Tree Media School District's busing system.

ANSWER:

17. Identify all actions taken by Sunoco to ensure Sunoco's work at the Property is appropriately and adequately marked and closed off to put Glen Riddle and the Glen Riddle Residents on notice of the same.

ANSWER:

18. Identify all actions Sunoco has taken to ensure Sunoco's coverage of storm drain grates at the Property will not negatively impact the Property and/or create safety hazards for the Property and the Glen Riddle Residents.

ANSWER:

19. Identify all monies that Sunoco has paid to the Township in addition to the \$1.8 Million identified in the Letter Agreement between Sunoco and the Township dated September 26, 2016, and the purpose of each such payment.

ANSWER:

20. Identify all visual and sound mitigation efforts at the Property.

ANSWER:

21. Identify if and how Sunoco's sound walls at the Property were installed within the Township's desired and approved limit of disturbance.

ANSWER:

**REQUEST FOR PRODUCTION OF
DOCUMENTS FROM GLEN RIDDLE TO SUNOCO – SET 1**

1. All documents and/or communications identified in, used to respond to, referenced by, or related to Sunoco's answers to the Interrogatories and/or the Complaint filed by Glen Riddle.

RESPONSE:

2. All documents, communications, and information relating to the safety of Sunoco's operations at the Property.

RESPONSE:

3. All documents, communications, information, and plans Sunoco has submitted to the Township relating to the Property.

RESPONSE:

4. All engineer drawings submitted by Sunoco to the Township for work on or around the Property.

RESPONSE:

5. All zoning and subdivision and land development applications and submissions submitted by Sunoco to the Township, including, but not limited to, E&S plan(s) and detail(s), if any.

RESPONSE:

6. Any and all grading and erosion permits including supporting documentation prepared by or for Sunoco or the Township relating to the Property.

RESPONSE:

7. Any and all grading permit(s) or plan(s) for the Property, including, but not limited to, supporting documentation.

RESPONSE:

8. All documents, communications, and information relating to Sunoco's planned work at the Property, including, without limitation, a work schedule and safety protocols.

RESPONSE:

9. All documents, communications, and information relating to Sunoco's installation of sound barriers at the Property.

RESPONSE:

10. All documents, communications, and information related to sounds and vibration from all work sources at the Property, including, without limitation, trenching, shoring, drilling, generators, soil separation, and hauling.

RESPONSE.

11. Any and all plans, certifications, reviews, frequencies assessed, or other information regarding the creation of the sound wall configurations and specific barrier material(s) used by or for Sunoco for the Property.

RESPONSE.

12. Any and all applications or requests submitted to the Township by Sunoco with respect to the sound walls or grading and review letters received from the Township.

RESPONSE.

13. All documents, communications, and information relating to Sunoco's traffic safety plan for the Property, if any.

RESPONSE:

14. All documents, communications, and information relating to Sunoco's compliance or noncompliance with Sunoco's Public Awareness Plan (attached to Glen Riddle's Complaint as Exhibit B) in connection with Sunoco's work at the Property.

RESPONSE:

15. All documents, communications, and information relating to Sunoco's plans to provide for reasonable and safe directing of traffic at the Property, if any.

RESPONSE:

16. All documents, communications, and information relating to Sunoco's plans to ensure the safe operation of its vehicles and equipment at the Property, if any.

RESPONSE:

17. All documents, communications, and information relating to Sunoco's plans to ensure the safe and orderly pick up and drop-off of Glen Riddle's schoolchildren, if any.

RESPONSE:

18. All documents, communications, and information relating to Sunoco's plans to ensure its workspace at the Property is appropriately closed off.

RESPONSE:

19. All documents, communications, and information relating to Sunoco's reporting of the November 27, 2020 leak to any parties.

RESPONSE:

20. A copy of Sunoco's Preparedness, Prevention and Contingency Plan.

RESPONSE:

21. All documents, communications, and information provided by Sunoco to the community surrounding the Property as set forth in its Public Awareness Plan (attached to the Complaint as Exhibit B).

RESPONSE:

22. All documents relating to communications Sunoco has had with the Glen Riddle Residents regarding any hazards posed to the Glen Riddle Residents and prevention measures Sunoco has taken in response to the same.

RESPONSE:

23. All documents relating to communications Sunoco has had with the Glen Riddle Residents regarding any planned major maintenance/construction activities at the Property.

RESPONSE:

24. All documents relating to communications Sunoco has had with the Glen Riddle Residents regarding any potential or actual disruption of utilities caused by Sunoco's work at the Property.

RESPONSE:

25. All documents relating to communications Sunoco has had with the Glen Riddle Residents regarding any incident response notifications and/or evacuation measures Sunoco has in place relating to its work at the Property.

RESPONSE:

26. All documents relating to communications Sunoco has had with the Glen Riddle Residents regarding how the Glen Riddle Residents may obtain additional information from Sunoco relating to Sunoco's work at the Property.

RESPONSE:

27. All documents, communications, and information that Sunoco provided to or received from the Pennsylvania State Police relating to the Property.

RESPONSE:

28. All documents, communications, and information regarding Sunoco's open-trench method for the Property.

RESPONSE:

29. All documents, communications, and information regarding Sunoco's Chapter 102 Erosion and Sediment Control, including, but not limited to, permits.

RESPONSE:

30. Any and all pedestrian safety plan(s) and pedestrian circulation plan(s), including, without limitations, traffic flaggers, cross-property traffic, child safety.

RESPONSE:

31. Any and all safety data sheets for any fill dirt used at the Property, including, without limitation, flow fill.

RESPONSE:

32. Any and all signing and striping plans Sunoco has in place at the Property.

RESPONSE:

33. Any and all sensitivity analyses of work hour limits to Sunoco's overall project duration.

RESPONSE:

34. Any and all sketch plan(s) for parking at the Property to accommodate emergency vehicles.

RESPONSE:

35. Any and all documents, communications, information, plans that Sunoco provided regarding dead-end roads, emergency access roads, access roads, and turnarounds at or around the Property.

RESPONSE:

36. All communications by and between James R. Flandreau, Esquire, or any of his partners or associates, and Duane Morris LLP, relating in any way to Sunoco or the Property.

RESPONSE:

37. All communications by and between Sunoco and any of its representatives, including, but not limited to, Energy Transfer Partners and Duane Morris LLP, on the one hand, and the Township or any representatives of the Township, including, but not limited to, legal counsel, engineers, officials, council members, and the Township Manager, on the other, relating to work in the Township, payments, safety, and/or the Property.

RESPONSE:

38. All permits and supporting documents from all sources, including, but not limited to, the Township, Pennsylvania Department of Transportation and/or Pennsylvania Department of Environmental Protection, related in any way to Sunoco's work on the Property.

RESPONSE:

EXHIBIT B

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.	:		
	:	Docket Nos.	C-2020-3023129
v.	:		
	:		
SUNOCO PIPELINE L.P.	:		

**SUNOCO PIPELINE L.P. OBJECTIONS TO COMPLAINANT’S SET 1
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

Pursuant to 52 Pa. Code § 5.342, Sunoco Pipeline L.P. (SPLP) submits these Objections to certain of Complainant’s Set 1 Interrogatories and Requests for Production of Documents. As explained below, SPLP objects to certain discovery requests Complainant propounded in Set 1 because they seek information that is privileged, not relevant to the issues raised and/or allowable in this proceeding, and not likely to lead to the discovery of relevant or admissible evidence in this proceeding.

Under 52 Pa. Code § 5.341(c), a party may propound interrogatories that relate to matters that can be inquired into under Section 5.321. Section 5.321(c) provides that a party is entitled to obtain discovery of any matter not privileged that is relevant to a pending proceeding and reasonably calculated to lead to the discovery of admissible evidence. 52 Pa. Code § 5.321(c). In addition, under Section 5.323, discovery may not include disclosure of legal research or legal theories. 52 Pa. Code § 5.323(a).

The interrogatories and requests for production of documents to which SPLP objects seek information that is exempt from discovery under the Commission’s regulations. Therefore, in accordance with the Commission’s regulations, SPLP objects to Complainant Set 1, Instructions

and Definitions, Complainant Interrogatories, Set 1, No. 19, and Complainant Set 1 RFP Nos. 1, 29, 36, 37.

I. OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

- SPLP objects to these instructions to the extent they are inconsistent with the Commission's regulations at 52 Pa. Code Ch. 5, Sub. Ch. D.
- SPLP further objects to production of any proprietary, confidential, highly confidential or confidential security information until such time as a protective order is entered in this proceeding. Counsel for SPLP provided a proposed protective order to Complainant's counsel on February 15, 2021 for concurrence.
- SPLP objects to the definition of document as overly broad and unduly burdensome and outside the scope of allowable discovery. Pursuant to Section 5.321(c), a party may obtain discovery of any matter not privileged that is relevant to a pending proceeding and that is reasonably calculated to lead to the discovery of admissible evidence. 52 Pa. Code § 5.321(c). Section 5.323(a) of the Commission's regulations also exempts preliminary or draft versions of testimony and exhibits from discovery, whether or not the final versions of the testimony or exhibits are offered into evidence. 52 Pa. Code § 5.323(a). In addition, the Commission's regulations prohibit discovery which would cause unreasonable burden to a party. 52 Pa. Code § 5.361(a)(4). Complainant defines "Document" in a manner which is unreasonably burdensome, and seeks information that is privileged, irrelevant, immaterial, and not likely to lead to the discovery of admissible evidence. The definition of document specifically seeks to include all prior drafts of any document, and handwritten notes, notations, records or recordings of any conversation. Any prior drafts of a document are irrelevant and immaterial to the issues in this

proceeding and are not likely to lead to the discovery of admissible evidence. To the extent that a document is relevant to the issues in this proceeding, the content of that document speaks for itself and does not require inquiry into any prior draft(s). Moreover, such drafts are exempt from discovery under the Commission's regulations. In addition, production of prior drafts, and any handwritten notes, notations, records or recordings of any conversation is unreasonably burdensome. Production of such materials would require an unreasonably extraordinary and burdensome effort by SPLP, and only serve to inefficiently delay this proceeding. Moreover, Complainant seeks to include materials and documents that were created in preparation of litigation in its definition of Document. To the extent that any document or other material was prepared in anticipation or preparation of litigation, such materials are privileged and exempt from discovery. Based on the foregoing, SPLP objects to Complainant Set 1 definition of "document" as unreasonably burdensome, and as seeking information that is privileged, irrelevant, immaterial, and not likely to lead to the discovery of admissible evidence. SPLP reserves the right to further object to any question that similarly seeks discovery of an overly broad classification or category of materials or documents.

II. OBJECTION TO SET I INTERROGATORIES

19. Identify all monies that Sunoco has paid to the Township in addition to the \$1.8 Million identified in the Letter Agreement between Sunoco and the Township dated September 26, 2016, and the purpose of each such payment.

SPLP OBJECTION: SPLP objects to this request because it seeks information irrelevant to this proceeding and not reasonably tailored to lead to the discovery of admissible evidence. Pursuant to 52 Pa. Code § 5.321(c), a party may obtain discovery of any matter not privileged

that is relevant to a pending proceeding and that is reasonably calculated to lead to the discovery of admissible evidence. *Id.* The information sought in Complainant Set 1, No. 19 is not relevant to the issues to be addressed in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Whether SPLP paid monies to the Township and the amount of any such payments has nothing to do with the allegations in this proceeding – whether SPLP’s construction on Complainant’s property and communications with Complainant comply with the Public Utility Code.

III. OBJECTIONS TO SET I REQUESTS FOR PRODUCTION OF DOCUMENTS

1. All documents and/or communications identified in, used to respond to, referenced by, or related to Sunoco’s answers to the Interrogatories and/or the Complaint filed by Glen Riddle.

SPLP OBJECTION: SPLP objects to the request for all documents “related to” the answers to the Interrogatories or Answer to the Complaint as overbroad and unduly burdensome. The request in Complainant Set 1, RFP 1 for all documents “related to” is not reasonably tailored to lead to the discovery of relevant evidence and is unduly burdensome and overbroad because it requests “documents and/or communications” related to the Answers to Interrogatories or Answer to the Complaint which is likewise defined overbroadly. Taken literally this request could pertain to hundreds of thousands of pages of documents. This request for “all documents ... related to” is a fishing expedition and is not reasonably tailored to discover admissible evidence. *See, e.g., City of York v. Pa. P.U.C., 281 A.2d 261, 265* (Pa. Commw. Ct. 1971) (“*City of York*”) (“Anything in the nature of a mere fishing expedition is not to be encouraged. Where the plaintiff will swear that some specific book contains material or important evidence, and sufficiently describes and identifies what he wants, it is proper that he should have it produced. But this does not entitle him to have brought in a mass of books and papers in order that he may

search them through to gather evidence.”) (quoting *American Car & Foundry Company v. Alexandria Water Company*, 70 A. 867, 869 (Pa. Super. Ct. 1908).

29. All documents, communications, and information regarding Sunoco’s Chapter 102 Erosion and Sediment Control, including, but not limited to, permits.

SPLP OBJECTION: SPLP objects to this request because it is overly broad, unduly burdensome, and not calculated to lead to the discovery of admissible evidence because it is not tailored to the property at issue in this proceeding. The request for “documents, communications, and information regarding Sunoco’s Chapter 102 permit” interpreted literally could lead to the production of hundreds of thousands of documents because SPLP has individual E&S permits for construction of its pipelines at sites all across the state, and thus is overbroad and unduly burdensome. Moreover, these requests are a fishing expedition because they are not calculated to lead to discovery of admissible evidence relevant to the Complaint. See, e.g. *City of York*. SPLP’s E&S permits are not subject to Commission jurisdiction.

36. All communications by and between James R. Flandreau, Esquire, or any of his partners or associates, and Duane Morris LLP, relating in any way to Sunoco or the Property.

SPLP OBJECTION: SPLP objects to this request because it seeks information irrelevant to this proceeding. Pursuant to 52 Pa. Code § 5.321(c), a party may obtain discovery of any matter not privileged that is relevant to a pending proceeding and that is reasonably calculated to lead to the discovery of admissible evidence. *Id.* The information sought in Complainant Set 1, RFP 36 is not relevant to the issues to be addressed in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Any communications between the Township’s solicitor and Duane Morris LLP “relating in any way to Sunoco or the Property” is not relevant

to what is at issue in the Complaint – whether SPLP’s construction on Complainant’s property and communications with Complainant comply with the Public Utility Code.

37. All communications by and between Sunoco and any of its representatives, including, but not limited to, Energy Transfer Partners and Duane Morris LLP, on the one hand, and the Township or any representatives of the Township, including, but not limited to, legal counsel, engineers, officials, council members, and the Township Manager, on the other, relating to work in the Township, payments, safety, and/or the Property.

SPLP OBJECTION: SPLP objects to this request because it seeks information irrelevant to this proceeding. Pursuant to 52 Pa. Code § 5.321(c), a party may obtain discovery of any matter not privileged that is relevant to a pending proceeding and that is reasonably calculated to lead to the discovery of admissible evidence. *Id.* The information sought in Complainant Set 1, RFP 37 is not relevant to the issues to be addressed in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. All communications between SPLP and the Township are not relevant to what is at issue in the Complaint – whether SPLP’s construction on Complainant’s property and communications with Complainant comply with the Public Utility Code.

IV. CONCLUSION

WHEREFORE, Sunoco Pipeline L.P. objects to Complainant Set 1, Instructions and Definitions, Complainants Interrogatories, Set 1, No. 19, and Complainant Set 1 RFP Nos. 1, 29, 36, 37.

Respectfully submitted,

/s/ Whitney E. Snyder

Thomas J. Sniscak, Attorney I.D. # 33891

Whitney E. Snyder, Attorney I.D. # 316625

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Dated: February 16, 2021

Attorneys for Respondent Sunoco Pipeline L.P.

EXHIBIT C

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.	:	Docket Nos.	C-2020-3023129
	:		
v.	:		
	:		
SUNOCO PIPELINE L.P.	:		

MOTION FOR PROTECTIVE ORDER

TO THE HONORABLE DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE JOEL
CHESKIS:

Sunoco Pipeline L.P. (“Sunoco”) hereby requests that the Honorable Deputy Chief Administrative Law Judge Joel Cheskis (the “ALJ”) enter a Protective Order in these proceedings pursuant to the provisions of 52 Pa. Code §§ 5.362(a)(7) and 5.365(a), and in support thereof represents as follows:

1. Counsel for Glen Riddle Station, L.P. (“GRS” or “Complainant”) has represented that GRS does not object to the language of the proposed Protective Order.

2. On December 2, 2020, Complainant filed a Formal Complaint (Docket No. C-2020-3023129) with the Pennsylvania Public Utility Commission (“Commission”).

3. On February 11, 2021, Complainant filed a petition for interim emergency relief with the Commission.

4. Proprietary Information within the definition of 52 Pa. Code § 5.365 may be presented during the course of these proceedings, which justifies the issuance of a Protective Order. For example, parties may present information that is customarily treated as sensitive, proprietary, highly confidential, or confidential security information. Treatment of such information as set forth in the attached proposed Protective Order is justified because unrestricted disclosure of such information would not be in the public interest. These considerations constitute

cause for the restrictions specified in 52 Pa. Code § 5.365 and in Administrative Law Judge or Commission Orders granting relief pursuant to said regulation.

5. Under 52 Pa. Code §§ 5.362(a)(7) and 5.365, the Office of Administrative Law Judge or the Commission may issue a Protective Order to limit or prohibit disclosure of confidential commercial information where the potential harm to a participant would be substantial and outweighs the public's interest in having access to the confidential information. In applying this standard, relevant factors to be considered include: the extent to which disclosure would cause unfair economic or competitive damage; the extent to which the information is known by others and used in similar activities; and the worth or value of the information to the party and to the party's competitors. 52 Pa. Code § 5.365(a)(1)-(3).

6. Moreover, the Commission has an affirmative duty to protect from release Confidential Security Information, which is not subject to disclosure to third parties under the provisions and procedures specified in the 'The Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6) and the PUC's regulations implementing such Act at 52 Pa. Code §§ 102.1 – 102.4.

7. The attached proposed Protective Order is similar to the Protective Order entered in *State Senator Andrew Dinniman et al v. Sunoco Pipeline, L.P.*, Docket Nos. P-2018-30014533 *et al* (Order entered May 8, 2018) and initially entered in *Flynn et al. v. Sunoco Pipeline, L.P.*, Docket Nos. C-2018-3006116 *et al* (Order entered Nov. 28, 2018) and the protective orders commonly used in Commission proceedings.

8. The attached proposed Protective Order defines two categories of protected information. The first is "CONFIDENTIAL," which is defined in Paragraph 3 of the attached proposed Protective Order as "those materials that customarily are treated by that party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject

that party or its clients to risk of competitive disadvantage or other business injury.” The second is “HIGHLY CONFIDENTIAL PROTECTED MATERIAL,” which is also defined in Paragraph 3 of the attached proposed Protective Order as “those materials that are of such a commercially sensitive nature among the parties; or of such a private, personal nature that the producing party is able to justify a heightened level of confidential protection with respect to those materials; or Confidential Security Information pursuant to the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6)” Moreover, Paragraph 3 of the attached proposed Protective Order also defines “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” as information subject to protection under the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6) and PUC Regulations at 52 Pa. Code §§ 102.1-102.4.

9. Paragraph 17 of the attached proposed Protective Order protects against overly broad designations of protected information by giving all parties the right to question or challenge the confidential or proprietary nature of the information deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PROTECTED MATERIAL.”

10. Limitation on the disclosure of information deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” will not prejudice the rights of the participants, nor will such limitation frustrate the prompt and fair resolution of these proceedings. The proposed Protective Order balances the interests of the parties, the public, and the Commission.

11. The attached Protective Order sought by Sunoco will protect the proprietary nature of competitively valuable information and Confidential Security Information while allowing the parties to use such information for purposes of the instant litigation. The proposed Protective

Order applies the least restrictive means of limitation that will provide the necessary protections from disclosure.

WHEREFORE, for all the reasons set forth above, Sunoco Pipeline L.P. respectfully requests that Your Honor issue the attached Protective Order.

Respectfully submitted,

/s/ Thomas J. Sniscak

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Dated: February 16, 2021

Attorneys for Respondent Sunoco Pipeline L.P.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLENN RIDDLE STATION, L.P.	:		
	:	Docket Nos.	C-2020-3023129
v.	:		
	:		
SUNOCO PIPELINE L.P.	:		

PROTECTIVE ORDER

Upon consideration of the Motion for Protective Order that was filed by Sunoco Pipeline L.P. on February 16, 2021;

IT IS ORDERED THAT:

1. The Motion is hereby granted with respect to all materials and information identified in Paragraphs 2 – 3 below that have been or will be filed with the Commission, produced in discovery, or otherwise presented during the above-captioned proceedings and all proceedings consolidated therewith.

2. The information subject to this Protective Order is all correspondence, documents, data, information, studies, methodologies and other materials, furnished in these proceedings, which are believed by the producing party to be of a proprietary or confidential nature and which are so designated by being marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PROTECTED MATERIAL.” Such materials will be referred to below as “Proprietary Information.” When a statement or exhibit is identified for the record, the portions thereof that constitute Proprietary Information shall be designated as such for the record.

3. This Protective Order applies to the following categories of materials: (a) the parties may designate as “CONFIDENTIAL” those materials that customarily are treated by that party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that party or its clients to risk of competitive disadvantage or other business

injury; (b) the parties may designate as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” those materials that are of such a commercially sensitive nature among the parties or of such a private, personal nature that the producing party is able to justify a heightened level of confidential protection with respect to those materials, or Confidential Security Information pursuant to the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6). Moreover, information subject to protection under the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6) and PUC Regulations at 52 Pa. Code §§ 102.1-102.4 will also be designated as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL.” Pursuant to the Commission’s rules regarding the handling of Confidential Security Information, no information subject to protection under the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6) and PUC Regulations at 52 Pa. Code §§ 102.1-102.4 will be provided electronically to the Commission, Administrative Law Judge, Secretary’s Bureau, or any other Commission staff, and such information must be filed with the Commission in hard copy only. The parties shall endeavor to limit their designation of information as HIGHLY CONFIDENTIAL PROTECTED MATERIAL.

4. Proprietary Information shall be made available to counsel for a party, subject to the terms of this Protective Order. Such counsel shall use or disclose the Proprietary Information only for purposes of preparing or presenting evidence, cross examination, argument, or settlement in these proceedings. To the extent required for participation in these proceedings, counsel for a party may afford access to Proprietary Information subject to the conditions set forth in this Protective Order.

5. Information deemed as “CONFIDENTIAL” shall be made available to a “Reviewing Representative” who is a person that has signed a Non-Disclosure Certificate attached as Appendix A, and who is:

- (i) An attorney who has entered an appearance in these proceedings for a party;
- (ii) Attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Paragraph 5(i);
- (iii) An expert or an employee of an expert retained by a party for the purpose of advising, preparing for or testifying in these proceedings; or
- (iv) Employees or other representatives of a party appearing in these proceedings with significant responsibility for this docket.

6. Information deemed as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL”, may be provided to a “Reviewing Representative” who has signed a Non-Disclosure Certificate attached as Appendix A and who is:

- (i) An attorney for a statutory advocate pursuant to 52 Pa. Code §1.8 or a counsel who has entered an appearance in these proceedings for a party;
- (ii) An attorney, paralegal, or other employee of an attorney for purposes of this case with an attorney described in Paragraph (i); or
- (iii) An outside expert or an employee of an outside expert retained by a party for the purposes of advising, preparing for or testifying in these proceedings.

Provided, further, that in accordance with the provisions of Sections 5.362 and 5.365(e) of the Commission’s Rules of Practice and Procedure, 52 Pa. Code §§ 5.362, 5.365(e), any party may, by subsequent objection or motion, seek further protection with respect to HIGHLY CONFIDENTIAL PROTECTED MATERIAL, including, but not limited to, total prohibition of disclosure or limitation of disclosure only to particular persons or parties.

7. For purposes of this Protective Order, a Reviewing Representative may not be a “Restricted Person.”

(a) A “Restricted Person” shall mean: (i) an officer, director, stockholder, partner, or owner of any competitor of the parties or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor’s products or services; (ii) an officer, director, stockholder, partner, or owner of any affiliate of a competitor of the parties (including any association of competitors of the parties) or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor's products or services; (iii) an officer, director, stockholder, owner or employee of a competitor of a customer of the parties if the Proprietary Information concerns a specific, identifiable customer of the parties; and (iv) an officer, director, stockholder, owner or employee of an affiliate of a competitor of a customer of the parties if the Proprietary Information concerns a specific, identifiable customer of the parties; provided, however, that no expert shall be disqualified on account of being a stockholder, partner, or owner unless that expert’s interest in the business would provide a significant motive for violation of the limitations of permissible use of the Proprietary Information. For purposes of this Protective Order, stocks, partnership or other ownership interests valued at more than \$10,000 or constituting more than a 1% interest in a business establishes a significant motive for violation.

(b) If an expert for a party, another member of the expert’s firm or the expert’s firm generally also serves as an expert for, or as a consultant or advisor to, a Restricted Person, said expert must: (i) identify for the parties each Restricted Person and each expert or consultant; (ii) make reasonable attempts to segregate those personnel assisting in the expert’s participation in this proceeding from those personnel working on behalf of a Restricted Person; and (iii) if segregation of such personnel is impractical the expert shall give to the producing party written assurances that the lack of segregation will in no way jeopardize the interests of the parties or their customers. The parties retain the right to challenge the adequacy of the written assurances that the

parties' or their customers' interests will not be jeopardized. No other persons may have access to the Proprietary Information except as authorized by order of the Commission.

8. A qualified "Reviewing Representative" for "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" may review and discuss "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" with their client or with the entity with which they are employed or associated, to the extent that the client or entity is not a "Restricted Person", but may not share with or permit the client or entity to review the "HIGHLY CONFIDENTIAL PROTECTED MATERIAL." Such discussions must be general in nature and not disclose specific "HIGHLY CONFIDENTIAL PROTECTED MATERIAL."

9. Information deemed Proprietary Information shall not be used except as necessary for the conduct of these proceedings, nor shall it be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of these proceedings and who needs to know the information in order to carry out that person's responsibilities in these proceedings.

10. Reviewing Representatives may not use information contained in any Proprietary Information obtained through these proceedings to give any party or any competitor or customer or consignee of any party a commercial advantage. In the event that a party wishes to designate as a Reviewing Representative a person not described in Paragraphs 5(i) through 5(iv) or 6(i) through 6(iii) above, the party shall seek agreement from the party providing the Proprietary Information. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraph 6(iv) above with respect to those materials. If no agreement is reached, the party shall submit the disputed designation to the presiding Administrative Law Judge for resolution.

11. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Proprietary Information pursuant to this Protective Order unless that Reviewing Representative has first executed a Non-Disclosure

Certificate provided that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the parties asserting confidentiality prior to disclosure of any Proprietary Information to that Reviewing Representative.

(b) Attorneys and outside experts qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with the Protective Order.

12. None of the parties waive their right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Proprietary Information.

13. The parties shall designate data or documents as constituting or containing Proprietary Information by marking the documents "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL PROTECTED MATERIAL." Where only part of data compilations or multi-page documents constitutes or contains Proprietary Information, the parties, insofar as reasonably practicable within discovery and other time constraints imposed in these proceedings, shall designate only the specific data or pages of documents which constitute or contain Proprietary Information. The Proprietary Information shall be served upon the parties hereto only in an envelope separate from the nonproprietary materials, and the envelope shall be conspicuously marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL PROTECTED MATERIAL."

14. The parties will consider and treat the Proprietary Information as within the exemptions from disclosure provided in Section 335(d) of the Public Utility Code, 66 Pa. C.S. § 335(d), and the Pennsylvania Right-to-Know Act, 65 P.S. §§ 67.101 *et seq.*, until such time as the information is found to be non-proprietary. In the event that any person or entity seeks to compel the disclosure of Proprietary Information, the non-producing party shall promptly notify the

producing party in order to provide the producing party an opportunity to oppose or limit such disclosure.

15. Any public reference to Proprietary Information by a party or its Reviewing Representatives shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary Information to understand fully the reference and not more. The Proprietary Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review.

16. Part of any record of these proceedings containing Proprietary Information, including but not limited to all exhibits, writings, testimony, cross examination, argument, and responses to discovery, and including reference thereto as mentioned in Paragraph 15 above, shall be sealed for all purposes, including administrative and judicial review, unless such Proprietary Information is released from the restrictions of this Protective Order, either through the agreement of the parties to this proceeding or pursuant to an order of the Commission.

17. The parties shall retain the right to question or challenge the confidential or proprietary nature of Proprietary Information and to question or challenge the admissibility of Proprietary Information. If a party challenges the designation of a document or information as proprietary, the party providing the information retains the burden of demonstrating that the designation is appropriate.

18. The parties shall retain the right to question or challenge the admissibility of Proprietary Information; to object to the production of Proprietary Information on any proper ground; and to refuse to produce Proprietary Information pending the adjudication of the objection.

19. Within 30 days after a Commission final order is entered in the above-captioned proceedings, or in the event of appeals, within thirty days after appeals are finally decided, the parties, upon request, shall either destroy or return to the parties all copies of all documents and

other materials not entered into the record, including notes, which contain any Proprietary Information. In the event that a party elects to destroy all copies of documents and other materials containing Proprietary Information instead of returning the copies of documents and other materials containing Proprietary Information to the parties, the party shall certify in writing to the other producing party that the Proprietary Information has been destroyed.

Dated: _____

Joel H. Cheskis
Deputy Chief Administrative Law Judge

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.	:		
	:	Docket Nos.	C-2020-3023129
v.	:		
	:		
SUNOCO PIPELINE L.P.	:		

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is the _____ of _____
(the retaining party). The undersigned has read and understands the Protective Order deals with the treatment of Proprietary Information, and the undersigned is a (check ONE):

- Reviewing Representative for CONFIDENTIAL information.
- Reviewing Representative for CONFIDENTIAL & HIGHLY CONFIDENTIAL information.

The undersigned agrees to be bound by and comply with the terms and conditions of said Protective Order.

Name

Signature

Address

Employer

EXHIBIT D

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.	:	
	:	
Complainant,	:	
	:	
v.	:	
	:	Docket No. C-2020-3023129
SUNOCO PIPELINE L.P.,	:	
	:	
Respondent.	:	

**SUNOCO PIPELINE L.P.’S INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS DIRECTED TO GLEN RIDDLE STATION L.P. –
SET 1**

Pursuant to 66 Pa. C.S. § 333 and 52 Pa. Code § 5.341, *et seq.*, Sunoco Pipeline L.P. (“Sunoco”) by and through the undersigned counsel, hereby propounds its Interrogatories and Request for Production of Documents upon Glen Riddle Station, L.P. (“Glen Riddle”) – Set I.

I. DEFINITIONS

1. The “Responding Party,” “you,” or “your” means the party to which these interrogatories and requests for documents are propounded and/or all agents, affiliates, employees, consultants, and representatives acting on behalf of the Responding Party.
2. “Commission” means the Pennsylvania Public Utility Commission.
3. “Glen Riddle” means Glen Riddle Station, L.P. including, but not limited to, all other persons and/or entities acting for or on behalf of it.
4. “Sunoco” means Sunoco Pipeline L.P.
5. “Property” means Glen Riddle Station Apartments in Middletown Township, Delaware County, Pennsylvania, Tax Parcel ID No. 27-00-00780-00.
6. “Township” means Middletown Township, Delaware County.

7. “Pipeline Project” means Sunoco’s Mariner East 2 pipeline project including, without limitation, Sunoco’s work at the Property.
8. To “identify” a natural person means to state that person’s full name, title or position, employers, last known address, and last known telephone number.
9. To “identify” a business entity means to state the full name of such business, the form of the business, and its location or address.
10. To “identify” a “document” means to provide all of the following information irrespective of whether the document is deemed privileged or subject to any claim of privilege:
 - A. The title or other means of identification of each such document;
 - B. The date of each such document;
 - C. The author, preparer or signer of each such document; and
 - D. A description of the subject matter of such document sufficient to permit an understanding of its contents and importance to the testimony or position being examined and the present or last known location of the document. The specific nature of the document should also be stated (e.g., letter, business record, memorandum, computer print-out, etc.).

In lieu of “identifying” any document, it shall be deemed a sufficient compliance with these interrogatories to attach a copy of each such document to the answers hereto and reference said document to the particular interrogatory to which the document is responsive.

11. “Document” means the original and all drafts of all written and graphic matter, however produced or reproduced, of any kind or description, whether or not sent or received, and all copies thereof which are different in any way from the original (whether by interlineation, datestamp, notarization, indication of copies sent or received, or otherwise), including without limitation, any paper, book, account, photograph, blueprint, drawing,

sketch, schematic, agreement, contract, memorandum, press release, circular, advertising material, correspondence, letter, telegram, telex, object, report, opinion, investigation, record, transcript, hearing, meeting, study, notation, working paper, summary, intra-office communication, diary, chart, minutes, index sheet, computer software, computer-generated records or files, however stored, check, check stub, delivery ticket, bill of lading, invoice, record or recording or summary of any telephone or other conversation, or of any interview or of any conference, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter of which the Responding Party has or has had possession, custody or control, or of which the Responding Party has knowledge.

12. “Communication” means any manner or form of information or message transmission, however produced or reproduced, whether as a document as herein defined, or orally or otherwise, which is made, distributed, or circulated between or among persons, or data storage or processing units.
13. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation thereof.
14. “Person” refers to, without limiting the generality of its meaning, every natural person, agent, broker, consultant, corporation, partnership, association (whether formally organized or ad hoc), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.

II. INSTRUCTIONS

1. Items referred to in the singular include those in the plural, and items referred to in the plural include those in the singular.
2. Items referred to in the masculine include those in the feminine, and items referred to in the feminine include those in the masculine.

3. The answers provided should first restate the question asked and identify the person(s) supplying the information.
4. In answering the interrogatories, the Responding Party is requested to furnish all information that is available to the Responding Party, including information in the possession of the Responding Party's attorneys, agents, consultants, or investigators, and not merely such information of the Responding Party's own knowledge. If any of the interrogatories cannot be answered in full after exercising due diligence to secure the requested information, please so state and answer to the extent possible, specifying the Responding Party's inability to answer the remainder, and stating whatever information the Responding Party has concerning the unanswered portions. If the Responding Party's answer is qualified in any particular, please set forth the details of such qualification.
5. If the Responding Party objects to providing any document requested on any ground, identify such document by describing it as set forth in these instructions and definitions and state the basis of the objection.
6. If the Responding Party objects to part of an interrogatory and refuses to answer that part, state the Responding Party's objection and answer the remaining portion of that interrogatory. If the Responding Party objects to the scope or time period of an interrogatory and refuses to answer for that scope or time period, state the Responding Party's objection and answer the interrogatory for the scope or time period that the Responding Party believes is appropriate.
7. If, in connection with an interrogatory, the Responding Party contends that any information, otherwise subject to discovery, is covered by either the attorney-client privilege, the so-called "attorneys' work product doctrine," or any other privilege or

doctrine, then specify the general subject matter of the information and the basis to support each such objection.

8. If any information is withheld on grounds of privilege or other protection from disclosure, provide the following information: (a) every person to whom such information has been communicated and from whom such information has learned; (b) the nature and subject matter of the information; and, (c) the basis on which the privilege or other protection from disclosure is claimed.
9. The interrogatories are continuing and the Responding Party is obliged to change, supplement and correct all answers given to conform to new or changing information.
10. The Responding Party should include a verification in accordance with 52 Pa. Code § 1.36.

INTERROGATORIES FROM SUNOCO TO GLEN RIDDLE – SET I

1. Identify all communications between Glen Riddle and Glenn Riddle Residents regarding the Pipeline Project, Sunoco's work on the Property, or Sunoco.
2. Identify all communications between Glen Riddle Residents and Glen Riddle regarding the Pipeline Project, Sunoco's work on the Property, or Sunoco.
3. Identify all communications between Glen Riddle and the Township related to the Property.
4. Reference the "Letter to the Editor: Why is Middletown siding with the pipeline?" published in the DELCO Times on February 4, 2021.
 - a. When was this Letter to the Editor submitted to the DELCO Times?
 - b. Identify all documents supporting or relating to the Letter to the Editor, including but not limited to copies or logs of all communications in support of the noise allegations in the Letter.

5. Identify and describe all measurements of sound levels and/or vibrations from SPLP's construction at the Property.
6. Identify how many parking spots were present on the Property prior to SPLP commencing work at the Property.
7. Identify the average size of each parking space on the Property.
8. Identify how many cars are listed on current leases with the Property or otherwise registered with Glen Riddle.
9. Identify all communications between Glen Riddle and:
 - a. Anyone associated with the "Mama Bear Brigade" including but not limited to Linda Emory, Abbie Wysor, Barbara Montabana, and Ann Dixon.
 - b. Virginia Kerslake
 - c. Eric Friedman
 - d. Christina DiGiulio a/k/a PK Ditty
 - e. Rosemary Fuller
10. Identify any document related to a rent abatement program for Glen Riddle Residents.
11. Identify the apartment or other manager for the Property and any leasing agents.
12. Identify all tenants who have vacated Glen Riddle Apartments in the last six months.
13. Identify the total number of apartments at the Glen Riddle Apartments.
14. Identify and describe the vacancy rate or number of vacant units and their building as of September 1, 2020, October 1, 2020, November 1, 2020, December 1, 2020, January 1, 2021, and February 1, 2021.
15. Has any tenant that relocated from one Glen Riddle Apartment building to another Glen Riddle Apartment building due to the Pipeline Project? If so:
 - a. Identify any such tenants.

- b. Identify the building from which the vacated and the building into which they moved.
- 16. Identify and describe any safety related improvements made to the Property, including but not limited to the Apartment buildings in the last five years.
- 17. Identify how many tenants have children 18 years of age or younger.

**REQUEST FOR PRODUCTION OF
DOCUMENTS FROM SUNOCO TO GLEN RIDDLE – SET I**

- 1. All documents and/or communications identified in, used to respond to, referenced by, or related to Glen Riddle's answers to the Interrogatories.
- 2. All documents and/or communications identified in, referenced by, or related to Glen Riddle's Complaint.
- 3. All documents, communications, and information relating to the safety of Sunoco's construction at the Property.
- 4. All documents, communications, and information submitted by Glen Riddle to the Township related to Sunoco's work at the Property.
- 5. All documents, communications, and information submitted by Glen Riddle to the Pennsylvania Department of Health related to Sunoco's work at the Property.
- 6. All documents, communications, and information submitted by Glen Riddle to the Pennsylvania State Police related to Sunoco's work at the Property.
- 7. All documents, communications, and information submitted by Glen Riddle to the Pennsylvania Attorney General related to Sunoco's work at the Property.
- 8. All documents, communications and information by and between Glen Riddle and Rosetree Media School District related to the Pipeline Project.

9. All documents, communications, and information submitted by Glen Riddle to any other state or federal agency related to Sunoco's work at the Property.
10. All communications by and between Glenn Riddle and the Township or any representatives of the Township relating to the Property or payments made to the Township.
11. All submissions made through the portal at the following link on Glen Riddle Station's website: <https://www.glenriddleapartments.com/pipeline-report>
12. All documents and information related to the Mama Bear Brigade protest event staged at the Property on January 30, 2021.
13. All communications by and between Glen Riddle and Delaware County, including the District Attorney's Office.
14. A sample lease for the Glen Riddle Apartments.
15. A sample application for tenancy at the Glen Riddle Apartments.
16. Any document evidencing rules, regulations, or requirements of tenants at the Glen Riddle Apartments.
17. All marketing materials, brochures, and websites for Glen Riddle Apartments from the last two years.

EXHIBIT E



Sunoco Logistics

Sunoco Pipeline L.R

RECEIVED

NOV 18 2016

MIDDLETOWN TOWNSHIP

September 26, 2016
Township of Middletown
27 North Pennell Road
PO Box 157
Lima, Pennsylvania 19037

Re: Mariner East 2_Pennsylvania Pipeline Project-Segment 3
Letter Agreement (the "Agreement") to Permanent Easement Agreement
Tract #s PA-DE-0046.0000 (Folio #27-00-00627-99), , PA-DE-0104.0002 (Folio #27-00-01792-01), PA-DE-0104.0003 (Folio #27-00-01819-00) & PA-DE-0104.0004 (Folio #; 27-00-01103-00, & 27-00-01103-01);
Permanent Access Road Easement Tract #s PA-DE-0076.0002-PAR (Folio #27-00-01199-01), PA-DE-0102.0001-PAR (Folio #27-00-00741-00), & PA-DE-0102.0002-PAR (Folio #27-00-00744-00);
and to Temporary Construction Access Agreement for Folio Number 27-00-00388-02 situated in Middletown Township, Delaware County, Pennsylvania

Dear Township of Middletown ("you" or "Township"),

You have stated your willingness to grant Sunoco Pipeline L.P. ("SPLP") four (4) permanent easements to be used for the installation of pipelines (the "Pipelines"), three (3) permanent access road easements, and one temporary construction access agreement to be used for the access to the Pipelines during and after construction (collectively, the "Easements") on a portion of your property. The four (4) permanent easements and the three (3) permanent access road easements pertain to property described as: 246.5613 acres, known as Folio #s 27-00-00627-99, 27-00-01199-01, 27-00-00741-00, 27-00-00744-00, 27-00-01792-01, 2700-01819-00, 27-00-01103-00 & 27-00-01103-01 while the temporary construction access agreement applies to that parcel having Folio #27-00-00388-02, which are situated in Middletown Township, Delaware County, Pennsylvania (the "Property"). However, you have requested that additional terms and conditions apply to SPLP's use of the Property.

Accordingly, as an inducement for granting the Easements on your Property to SPLP, you and SPLP agree to the following conditions:

1. During any construction, reconstruction or repairs of the Pipelines (as defined in the permanent easements), either during their initial installation or thereafter, SPLP agrees to maintain such barricades, fences, warning lights and safety devices as are necessary to protect the safety of the public including, but not limited to, by placing safety fencing

along the affected Easements in areas where public access could easily occur on the properties known as "Sleighton Park" and "Linvill Tract Open Space", aka PA-DE-0046.0000 and PA-DE-0104.0004.

2. Prior to starting any construction, SPLP shall be solely responsible for obtaining any and all requisite permits required by federal, state and local jurisdictions including, but not limited to, the Pennsylvania Department of Transportation, the Pennsylvania Department of Environmental Protection, the Army Corps of Engineers, the Pennsylvania Public Utilities Commission and the Federal Energy Regulatory Commission.
3. SPLP agrees that during any construction, reconstruction or repairs, no work will occur outside of the allowed time limits, as outlined in Grantor's Ordinance regarding the same, including but not limited to, accessing the property with truck traffic or equipment or preparing machinery to begin construction activities.
4. SPLP agrees that there will be no blasting activities on any premises belonging to Grantor in fee.
5. SPLP will provide, prior to construction, the name and contact information for a single point of contact (Representative) during construction on a 24/7 basis, and a complete list of names and contact numbers of those persons accessible to the Township at any time throughout the construction process.
6. The Township Engineer or his designee (hereinafter Engineer) shall generally monitor construction and restoration work being conducted within the Township by SPLP and oversee all restoration work on Township owned roads and Township-owned properties and facilities, all in accordance with its August 18, 2016 Memorandum that is attached hereto as Exhibit A. Said Engineer shall liaise with SPLP's Representative on a regular basis. The time, frequency and location of those meetings will be mutually agreed upon by the parties. SPLP's Representative will keep the Engineer apprised of any pending road closures due to its construction activities within the Township. Any reasonable concerns that the Engineer has regarding the health, safety and welfare of the citizens of the Township will be presented to SPLP's Representative and addressed by SPLP and/or its Representative in a timely manner.
7. SPLP agrees to reimburse the Township for all reasonable and documented expenses incurred in conjunction with the Easements including, but not limited to, legal fees (including, but not limited to, for the negotiation of the Easements, the review and drafting of any and all documents associated with the Easements, attendance at public and private meetings, and litigation costs and expenses incurred including in opposing the injunction filed against the Township in conjunction with the Easements) engineering fees (including, but not limited to, for the negotiation, review and drafting of documents associated with the Easements, and oversight of the construction and restoration of the Easements and Township property and roads), consultant costs and expenses (including, but not limited to, the charges of all appraisers), and administrative costs and fees. SPLP shall further reimburse the Township for all reasonable and documented expenses

associated with the oversight of any maintenance, repairs and/or replacement of the Pipelines and the use of the Easements. In addition to the above reimbursement, which shall occur promptly after the Township provides the details of its expenses following the execution of the Easements, SPLP shall deposit with the Township the sum of \$20,000 as security for the payment of all Township costs, expenses, charges and fees, which may be incurred by the Township under this letter and/or the Easements (this fund is hereinafter called the "Expense Fund"). SPLP specifically agrees that the Expense Fund may be used to reimburse the Township for any costs and expenses incurred in overseeing SPLP's installation of the Pipelines and the restoration of the Easements, as well as in conjunction with any repairs to any Township facilities that may be damaged by SPLP's activities (which damage shall include damage to Township roads resulting from the weight and frequency of the vehicles used in conjunction with SPLP's activities). In the event that expenditures cause the balance of the Expense Fund to be reduced below twenty-five (25%) percent of its original amount prior to the restoration of all of the Easements and the completion of all requisite repairs to Township facilities, within thirty (30) days of receiving notice from the Township, SPLP shall deposit such additional funds with the Township as are necessary to restore the Expense Fund to its original amount. When all Township costs, expenses and fees for which SPLP is hereby responsible have been paid, the Township shall return the balance in said fund to SPLP.

8. To the extent that any portion of the Easements terminate at or abut a public or private road, SPLP shall install and maintain a gate or similar barrier to prevent unauthorized vehicles from driving onto the Easements.
9. When SPLP's work, either in conjunction with the original installation of the Pipelines or any subsequent repairs or maintenance, is in the vicinity of a public or private road or driveway, SPLP shall position signs that read "WORK AREA AHEAD" on the road or driveway at least 100' away from the work area or at such distances as are required by Pennsylvania law, whichever is greater.
10. To the extent that SPLP places or stores any construction equipment, materials or supplies on any Easement, SPLP shall be solely responsible for the security of such construction equipment, materials and supplies.
11. SPLP shall be responsible for the cost of repairing any and all damage to Township-owned roads, fields, trails and real property that results from the operation of construction equipment and trucks on the roads or on Township owned property in conjunction with the construction of the Pipelines, all in accordance with the Excess Maintenance Agreement between the parties attached hereto as Exhibit B. SPLP shall post a bond in the amount of \$70,000 to secure the proper completion of all repairs to your roads and Township owned property at the end of SPLP's work on the Easements in conjunction with the installation of the Pipelines. The bond shall be in form and content as approved by the Township, and issued by a bonding company authorized to do business in Pennsylvania and acceptable to the Township. This bond shall remain in full force and effect until thirty-six (36) months after the completion of all requisite repairs to Township-owned roads and property to secure the proper completion and functioning of the repairs, after which time the Township shall authorize the termination of the bond.

The amount of the bond shall not be a limitation on SPLP's liability, which is for the full amount of any and all costs and repairs to Township roads and property including, but not limited to, the charges of Engineer and all Township attorney fees. In the event that SPLP replaces or relocates substantial segments of one or more of the Pipelines in the Township, prior to commencing such replacement, SPLP shall post a new bond in an amount determined by the Township to again secure the cost of repairing any damage to any Township-owned roads or property.

12. As consideration for the grant of the Easements, SPLP shall pay the Township the sum of \$1,800,000 upon the execution and delivery of the Easements and this side letter agreement by the Township.
13. SPLP shall prepare any and all applications for requisite highway occupancy permits, temporary driveway permits and similar permits required for SPLP to complete its work. The Township agrees to cooperate with SPLP in the preparation of such applications and to execute and/or submit them as necessary.
14. SPLP agrees that prior to placing the Pipelines in service, it shall provide written notice to the Township of the products being transported by the Pipelines so as to facilitate the operations of emergency responders in the Township to any incident involving the Pipelines. Prior to any change in the products being transported, SPLP shall notify the Township of the date of the change and identify the products that will be transported.
15. SPLP shall provide the Township with all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection), as set forth in paragraph 7 of the Permanent Easements.
16. Time is of the essence to any and all applicable provisions of this Agreement and the Easements. If any provision of any of the Easements or of this side letter agreement is judicially determined to be invalid, all remaining provisions shall remain legally binding and in full force and effect.
17. This Agreement shall not be recorded by you or any person acting on your behalf. It is expressly understood that it constitutes a document that must be disclosed under Pennsylvania's open records law if requested, and that Township officials must officially take public action to approve it.
18. SPLP shall be responsible for installing and maintaining at least two (2) additional vapor detectors (hydrocarbon detectors) in Middletown Township, as well as any others that SPLP may choose to install and maintain. One shall be at the valve station proximate to Glenwood Elementary School, one shall be at the valve station in Glen Riddle.
19. Notwithstanding any language in the Easements, for so long as the Easements are in existence, SPLP shall maintain in force at all times insurance coverage with insurers having AM Best Company's rating of not less than "A-:VII" in a minimum amount of Two Hundred Million Dollars (\$200,000,000.00) to cover any claims arising from the installation or operation of the Pipelines in Middletown Township. An endorsement shall

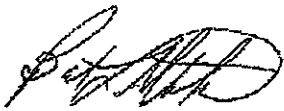
be added to the policy/policies that names the Township as an additional insured and that provides that the Township shall be provided with at least thirty (30) days notice prior to the non-renewal of the policy/policies. The minimum amount shall be increased annually based on the increase in the CPI-All Urban Consumers for Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD over the prior year. SPLP shall annually provide the Township with an acceptable Certificate of Insurance showing all insurance carriers providing coverage and the coverage limits for each carrier and confirming the continuing endorsement that names the Township as an additional insured.

20. SPLP shall pay for firefighter training at the LNG fire training program operated by Texas A & M University for two (2) Middletown Township firefighters on an annual basis for a minimum of five (5) years. All expenses associated with travel to and attendance at the training program shall be borne by SPLP. In addition, SPLP shall provide semiannual courses for all Middletown Township firefighters on responding to emergencies involving pipelines and the types of products being transported by the Pipelines, and shall provide semiannual training to the operational officers of the Middletown Township fire departments regarding commanding operations at an incident involving a pipeline and the types of products being transported by the Pipelines.
21. SPLP shall establish a benchmark of the condition, quantity and quality of each and every well that may be affected by the installation and operation of the Pipelines. This benchmarking shall consist of pre-construction testing and post-construction testing. If the quantity and/or quality of the water of any such well is damaged, SPLP shall be fully responsible to restore the same quantity and quality of water to the affected residence, business, or institution, whether by making a connection to the public water supply or by drilling a new well. All costs associated with the restoration of water service shall be borne by SPLP. In the event that a test subsequent to the post-construction testing reveals that the quantity and/or quality of the water has been impacted by the products transported by SPLP or by the construction or operation of the Pipelines, SPLP shall be responsible for the cost of such test and for restoring the quantity and quality of water to the affected residence, business or institution. If a test subsequent to post-construction testing does not reveal any damage to the quantity and quality of the water, SPLP shall have no responsibility for paying for such testing.
22. SPLP shall be responsible to repair or replace and restore to operating condition any septic system that is damaged or impaired as a result of the installation of the pipeline regardless of whether the damage is located within any easement granted to SPLP. Repair or replacement must be performed in accordance with all Township requirements.
23. SPLP agrees that the provisions of this Agreement shall be binding on SPLP, its successors, heirs, assigns, affiliates, transferees, and any and all successors in interest, and that the Township shall have the right, but not the duty, to enforce any and all obligations undertaken by SPLP in any of the easement agreements entered into by SPLP involving properties located in the Township.
24. In the event of a conflict between the language of the Easements and this Agreement, the terms of this Agreement shall govern.

25. In the event of a dispute arising out of this Agreement, each side shall bear its own attorney fees and costs.

If the foregoing is acceptable to you, please indicate your agreement thereto by signing three (3) originals of this letter in the space provided below and returning one (1) original to the undersigned. By executing this letter, SPLP and the Township each agree to be legally bound by the terms and provisions of this Agreement.

Sincerely,



Bart L. Mitchell
Land Project Manager,
Representing Sunoco Pipeline L.P.

AGREED:

Township of Middletown

By: 

Name: W. BRUCE CLARK
Title: TOWNSHIP MANAGER
Date: NOVEMBER 2, 2016



EXHIBIT A

Memorandum

To: Middletown Township

Re: Engineering Observation Services for Mariner East II Pipeline

Date: August 18, 2016

Pursuant to the request of Middletown Township for Kelly & Close Engineers to provide Engineering services as they relate to the Sunoco Mariner East II project specific to understanding, monitoring reporting, and to the extent possible controlling, minimizing and abating the impact on the Township roads, opens spaces, public property and appurtenances, the following scope has been developed to be included with the memorandum of understanding:

Scope of Service

1. Pre-existing conditions file. This file will be developed by physical observation of all areas, roads, and open spaces within the potentially affected areas. The file will include field notes, field sketches, photograph log, video of unusual conditions (i.e. running water, loose manhole etc).
2. Review work schedules and projected schedules and develop an engineering schedule to accurately maintain the pre-existing conditions file.
3. Establish a chain-of-command for reporting. This will include "who reports to who" line of communication. This file will include office phone number, cell phone numbers and e-mail addresses.
4. Hold a Pre-Construction meeting prior to start of work or phase of work directly affecting Township property. The meeting will establish an effective communication chain, outline the scope of work, explain circumstance of the phase of work such as, work hours, storage and delivery of material, delivery routes, emergency procedures, emergency contacts, and potential impact to immediate neighbors, erosion and sediment control measures, notification of neighbors, noise limitations, road or bridge restrictions, conflict resolution, Holiday limitation or restrictions.
5. Daily Monitoring: Kelly and Close will conduct daily observation of work site(s) and record current condition. The daily logs will include existing conditions such as, date, time, temperature, equipment on site, foreman on site, general description of work, unusual conditions. Particular attention will be focused on erosion and sediment control measures, road condition, surrounding

Kelly & Close Engineers

1786 Wilmington Pike

Glen Mills, Pennsylvania 19342

610.358.9363 fax 610.358.9376

area(s) condition and limits of disturbance. A daily monitoring log file will be established and be available for Township review.

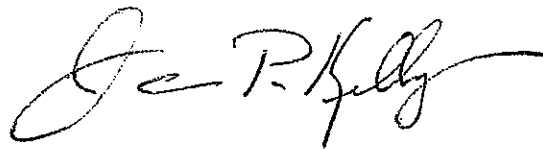
6. **Notifications:** When a condition is observed that needs immediate attention or remediation the condition will be documented and reported to the responsible party or parties as established in the pre-construction meeting. These condition may include but are not limited to: potholes, ruts, mud on street, damaged curbs and aprons, failed erosion and sediment control measure, out of allowable limits of noise, out of allowable limits of earth disturbance and work hours, damage to Township owned properties, damage to stormwater or sanitary facilities, damage to overhead utilities.
7. **Report to Township Manager and Council.** Kelly and Close will establish reporting frequency suitable to keep the Township informed of daily progress.
8. Kelly and Close representative will act as an ombudsman to address the immediate concern or questions of the neighbors as they relate to current conditions, project schedule, overall project scope or general information.
9. **Post construction observation.** Kelly and Close will conduct a post construction observation to review, photograph and document the site conditions. Focus will be on stabilization of disturbed area, conditions of roads, curbs, aprons, shoulders, edge of pavement, disturbed landscaping, temporary fencing, temporary signage and any other outstanding condition observed during construction.
10. **Post construction documentation.** Kelly and Close will conduct a review of documents and provide a professional opinion to the close out/final acceptance condition prior to release of financial surety.

Out-of-Scope Services

The following services are NOT included in this scope of work and proposal. If any of the following become required, Kelly & Close shall submit a written proposal and will receive written authorization from the Township, prior to starting the work.

- Preparation of Plans

- Preparation and submission of Erosion and Sediment Control Application and NPDES Plans to PADEP and DCCD.
- Existing Tree Inventory Plan.
- ACOE JD, Bog Turtle Habitat investigations, and any PA-DEP / ACOE General, Individual, or Joint Permits.
- Wetlands or stream delineations.
- PNDI or endangered species surveys.
- Specific performance standard studies.
- Traffic Impact Studies or PADOT HOP Plans for entrance, frontage improvements.
- Historic Studies.
- Water test for wells.
- Hydrogeologic testing and reports.
- Survey work.
- Construction stakeout and survey.
- As-built surveys, as-built plans, as-built certification
- Construction services.
- Phase I, II, or III Environmental Studies
- Method or means of installation of pipelines
- Weld(s) welding or pipe joint integrity inspections or observations
- Excavation, trench integrity inspections or observations
- Confined space entry observation or inspection
- OSHA compliance inspection, observation or notifications
- Any other engineering or related services not specified in the scope of work.

A handwritten signature in black ink, appearing to read "Joe R. Kelly". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

EXCESS MAINTENANCE AGREEMENT

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

Agreement Number _____ Executed Date _____

This Excess Maintenance Agreement ("Agreement") is made and entered into by and between **Middletown Township** and **Sunoco Pipeline L.P.** (hereafter, referred to collectively with its partners, employees, agents, contractors and subcontractors as "**USER**") with offices located at 525 Fritztown Road, Sinking Spring, PA 19608.

DEFINITIONS

Appurtenance means the property lying within the right-of-way of a highway, together with any improvement placed within this right of way.

Bridge means any structure including supports, erected over a depression or an obstruction, such as, but not limited to, water, highway, or railway and having a track or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than eight feet between supports (Publication 100A Bridge Management System 2 Coding Manual).

Excess Maintenance means maintenance or restoration or both that is in excess of normal maintenance (but not improvements beyond the state of repair existing at the date of the initial inspection) that is necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances due to traffic and construction related to the installation of a pipeline by **USER**.

Execution Date is the date this Agreement has been fully executed by both the **USER** and **Middletown Township**.

Existing State of Repair shall be the condition of the highway(s), on the date upon which the initial inspection document is signed by the **USER** and/or **Middletown Township**.

Highway means any highway or bridge, under the jurisdiction of **Middletown Township**. Highway shall include the entire width between right-of-way lines over which **Middletown Township** has assumed, or has been legislatively given, jurisdiction.

Normal Maintenance means the usual and typical activities necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances in the state of repair existing at the date of the initial roadway condition survey.

BACKGROUND

The **USER** wishes to operate vehicles or combinations, together with loads, and complete construction related to the installation of a pipeline. **Middletown Township** requires the execution of an approved form of security by the **USER** in favor of **Middletown Township**, to cover the costs of excess and preventative maintenance and restoration and all related costs, in accordance with the terms, conditions, and provisions of this Agreement.

For and in consideration of the mutual promises hereinafter set forth, the parties, intending to be legally bound, agree for themselves and their successors and assigns as follows:

Permission to Move Vehicles

1. **Middletown Township** will allow the **USER** to move vehicles or combinations, together with loads, and complete construction related to the installation of a pipeline in **Middletown Township**. The specific roadways in **Middletown Township** authorized for use are noted below and are more specifically delineated on the attached Exhibit A:

Twp. Road Name	Twp. Road Number	Affected Length
1. Valley Road	T-324	1.21 Miles
2. W. Forge Road	T-331	1.17 Miles
3. Riddlewood Drive	T-460	0.03 Miles
4. Martins Lane	T-574	0.07 Miles
5. Mt. Alverno Road	T-401	0.91 Miles
6. East St. Andrews Drive	T-541	0.24 Miles
7. St. Andrews Drive	T-539	0.20 Miles
8. Linvill Road	T-334	0.75 Miles

Responsibility of USER

2. The portion(s) of the noted roadway(s) and appurtenances shall be maintained to a level consistent with the existing state of repair at the time of the initial inspection. Preventative Maintenance projects to improve the noted roadway(s) beyond the existing state of repair may be performed pursuant to the authority granted by this Agreement, but **Middletown Township** may not require **USER** to upgrade the condition of the noted roadway(s) beyond the existing state of repair without the **USER's** consent. The **USER** may be required to provide a Maintenance Plan detailing expected maintenance procedures and related items to be employed by the **USER** and made a part of this Agreement as though physically attached. The nonperformance of normal maintenance by **Middletown Township** shall under no circumstances constitute grounds for an offset or credit against any excess maintenance, preventative maintenance or restoration responsibilities of the **USER**.

Middletown Township, by and through its designated engineer, shall determine, at its discretion, whether the excess and preventative maintenance and restoration are satisfactory.

Inspections and Roadway Condition Surveys

3. The **USER** and **Middletown Township** agree inspections shall be made by **Middletown Township's** consulting engineer in order to determine the condition of the portion(s) of the noted roadway(s) and appurtenances. The inspections should be conducted jointly by **Middletown Township** and the **USER**; however, the absence of the **USER** shall not prevent the inspection from being conducted. **Middletown Township** shall prepare a document describing the condition of the noted roadway(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the **USER** may be liable. Photographs and video may also be taken. The documents and photographs and video (if taken), of the initial inspection, shall be incorporated by reference as though physically attached and made a part of this Agreement. The **USER** shall pay all costs associated with the inspections and roadway condition surveys including, but not limited to, the charges of **Middletown Township's** consulting engineer.

- a) **Initial Inspection** - Upon full execution of this Agreement and prior to any hauling activity, an initial inspection shall be made. The inspection is used to determine the existing state of repair of the noted roadway(s) and appurtenances together with the nature and extent of any repairs needed to correct existing damage for which the **USER** will not be liable.

- b) **Interim Inspection - Middletown Township** may, at its discretion, conduct periodic interim or re-inspections to determine the extent of any repairs for which the **USER** may be liable and require immediate attention and to ensure the damages do not exceed the amount of surety provided.
- c) **Final Inspection** - A final inspection of the noted roadway(s) and appurtenances will be conducted to determine the extent of any repairs needed to correct damages for which the **USER** may be liable.
- d) **Roadway Condition Survey – Middletown Township** may conduct frequent, but less detailed surveys of the roadway to determine overall condition and identify any areas in need of repair.

4. The **USER** shall have no obligation for maintenance to remedy damage directly resulting from Acts of God, war, or routine removal of snow or ice.

Performance of Excess and Preventative Maintenance and Restoration

5. Excess and preventative maintenance and restoration shall be performed in accordance with maintenance option B.

OPTION "A"

The excess and preventative maintenance and restoration shall be performed by **Middletown Township's** maintenance forces and/or a contractor(s) selected by **Middletown Township** through its prescribed procedures. The excess and preventative maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 2 (above). The work shall be in conformance with **Middletown Township's** specifications and shall be supervised and inspected by **Middletown Township**.

Middletown Township may invoice the **USER** for the estimated cost of repairs using either the latest maintenance contract prices or the latest average monthly maintenance unit prices. These estimated costs shall be computed for all damages noted following the initial roadway condition survey, during interim inspections and/or the final inspection. The **USER** agrees to reimburse **Middletown Township** for all estimated costs. **Middletown Township** will provide a final invoice, or reimbursement for over-payment, when maintenance and/or restoration work have been completed and actual costs are known.

The **USER** shall submit full payment to **Middletown Township** within 60 calendar days from the date of invoice. If the **USER** fails to make full payment, **Middletown Township** may at its discretion exercise its right under paragraph 9 below.

OPTION "B"

All excess and preventative maintenance and restoration shall be performed by the **USER** and/or its contractor(s), except that if maintenance or restoration is required on an emergency basis, and the **USER** cannot immediately complete such maintenance or restoration, then **Middletown Township**, at its election, may complete the necessary maintenance or restoration at the **USER's** expense. All excess and preventative maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 2 (above). The work shall be in conformance with **Middletown Township** specifications.

The **USER** shall notify **Middletown Township** not less than three working days in advance of performing any excess and preventative maintenance and restoration. **Middletown Township** reserves the right to monitor or direct any excess and preventative maintenance or restoration. The **USER** shall reimburse **Middletown Township** for any expenses so incurred by **Middletown Township**. All excess, preventative maintenance, and restoration associated with bridges, shall be specifically developed in a memorandum by **Delaware County** and directed to the **USER** for completion, and the **USER's** failure to timely comply with such memorandum shall constitute a default hereunder.

If performance **Option B** has been agreed to, the **USER** shall:

- a) Provide proper traffic protection at all times during excess and preventative maintenance and restoration. This protection shall comply with the work area traffic control requirements as contained in the Pennsylvania Department of Transportation's specifications (*Publication 408 and supplements thereto and the Pennsylvania Department of Transportation's Publication 213*).
- b) Provide proper environmental and erosion and sedimentation controls in accordance with Publication 408, Section 107.
- c) Comply with the requirements of 25 Pa Code Chapter 102, *Erosion and Sediment Control and Stormwater Management*, 25 Pa Code Chapter 92a, *National Pollutant Discharge Elimination System Permitting, Monitoring and Compliance*, 25 Pa. Code Chapter 105, *Water Obstruction and Encroachment Permitting*; and any other applicable Federal, State, or local laws, ordinances or regulations.
- d) Obtain all applicable permits and comply with the conditions included in said permits.
- e) Indemnify, save harmless, and defend (if requested) **Middletown Township** and its officers, agents, and employees, from all suits, actions, civil penalties, or claims of any character, name, or description brought for or on account of any violation of law/permit, injuries, death, or damages received or sustained by any person, persons, or property, during the performance of the work on portion(s) of the noted roadway(s) and appurtenances to be repaired, by or for the **USER** or its officers, agents, employees, contractors, or representatives, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect, or misconduct of the **USER** or its officers, agents, employees, contractors, or representatives, during the performance of the work. In addition to any notice provided by a third party insurance company, the **USER** shall also notify **Middletown Township** of any change in insurance coverage, including but not limited to the **USER's** cancellation of its policy. In no event shall any maintenance or restoration activities be performed by the **USER**, or its officers, agents, employees, contractors, or representatives, without the requisite level of insurance and there shall be no lapse in coverage at any time during the duration of this Agreement.
- f) Provide evidence to **Middletown Township** of public liability insurance for bodily injury and property damage in the minimum amounts of \$500,000 per each person and \$2,000,000 each occurrence. This insurance shall be occurrence based. The insurance policy shall cover any loss that might occur during the performance of any excess and preventative maintenance or restoration by the **USER**, or its officers, agents, employees, contractors, or representatives. **Middletown Township** shall be named as an additional insured on the certificate of insurance. A copy of the certificate of insurance shall be attached to this Agreement as an exhibit. This insurance shall neither be changed nor canceled without thirty (30) calendar days' advance written notice of such change or cancellation, excepting fifteen (15) days' advance written notice of cancellation for nonpayment of premium. This advance written notice of

change or cancellation shall be forwarded to **Middletown Township's** office, 27 N. Pennell Road, Media, Pennsylvania 19063.

- g) Within three days of receiving notice from **Middletown Township**, perform excess and preventative maintenance and restoration as needed pursuant to the requirements included in paragraph 2 above; provided, however, that if excess and preventative maintenance and restoration is required on an emergency basis to correct a potential safety hazard, such work shall be completed immediately by the **USER**, and if the **USER** cannot immediately complete such work, **Middletown Township**, at its election, may complete such work at the **USER's** expense. If **Middletown Township** determines that the **USER** is not maintaining or restoring the portion(s) of the noted roadway(s) and appurtenances to the level agreed to in Paragraph 2, **Middletown Township** will notify the **USER**, in writing, of this determination and the **USER** shall promptly perform the required excess maintenance, preventative maintenance or restoration.

Security

6. To secure the performance of the **USER's** obligations, the **USER** shall execute and deliver to **Middletown Township** the following type(s) of security in the amount of \$70,000.00:

- A. Irrevocable Letter of Credit
- B. Performance Bond
- C. Other Security Acceptable to Middletown Township

USER agrees that, in the event **USER** breaches this Agreement or fails to perform satisfactorily under this Agreement, **Middletown Township** shall have the following remedies after ten (10) days' prior written notice thereof to **USER**; and if after such written notice the User has failed to cure or commenced to cure and proceed diligently therewith:

- a) Issue no further permits and revoke previously issued permits upon which substantial work has not been performed, and issue a "stop work" order in conjunction with any construction being performed by the **USER** on the pipeline(s);
- b) Apply the collateral security provided by this paragraph to the costs to complete the improvements at then-current costs for same as estimated by the **Middletown Township Engineer** before further building or construction may be done;
- c) Complete the work itself and collect the actual cost and reasonable expenses and fees (including attorney's fees) and bill the costs thereof to **USER** from the bond provided by the **USER** to **Middletown Township**;
- d) Seek such other legal or equitable relief as may be available, including, but not limited to, injunctive measures;
- e) Seek monetary damages from **USER** to the extent of the reasonable costs and damages as may be estimated by the **Middletown Township Engineer** or other parties; including in said damages any and all reasonable expenses and fees (including attorney's fees) for securing such monetary damages.
- f) Any or all of the above remedies may be employed by the Township at its option.

Liability of USER

7. The **USER** shall be liable for any and all costs of excess and preventative maintenance and restoration and all other expenses incurred pursuant to this Agreement, including but not limited to costs related to inspections, roadway condition surveys and administration costs. The **USER** agrees that **Middletown Township** is under no obligation to prove that the **USER** caused the damage.

The **USER** agrees to pay all invoices promptly.

The **USER'S** liability shall not be limited to the total amount of security provided.

The **USER** shall be responsible for third party vehicle and property claims that arise as a result of the **USER** activities.

Termination

8. The **USER** and **Middletown Township** retain the right to terminate their future obligations under this Agreement at any time by submitting a written notice of intent to terminate; provided, however, that in the event that the **USER** terminates its future obligations under this Agreement, it may not move vehicles or combinations on the roads as set forth in paragraph 1 as of the date of termination. As soon as possible after receipt of such notice and the passage of the date of termination, **Middletown Township** and the **USER** shall conduct a final inspection of the noted roadway(s) and appurtenances.

The noted roadway(s) and appurtenances shall be restored to a level consistent with that agreed to in Paragraph 2 (above). Restoration shall be performed by the party(s) agreed to in Paragraph 5 (above).

Upon notice of completion of all required work and reimbursement of all costs incurred by **Middletown Township**, this Agreement shall be terminated and of no further force or effect; provided, however, that the **USER** shall be responsible for guaranteeing for a period of eighteen (18) months following the termination of this Agreement that any and all restoration is to the level consistent with that agreed to in Paragraph 2 (above), and all security delivered to **Middletown Township** by the **USER** shall remain in place to secure such guarantee. During such eighteen (18) month period, if **Middletown Township** determines that any restoration is not to the requisite level, it shall notify the **USER**, which shall be responsible for correcting such deficient restoration, and if the **USER** does not timely complete such a correction, **Middletown Township** may do so at the **USER'S** sole cost and expense and may draw upon the security for the cost of such work.

Remedies

9. If the **USER** fails to comply with any provisions of the Agreement, **Middletown Township** may at its discretion:

- a) Notify the **USER** of noncompliance with the Agreement;
- b) Require additional security pursuant to Paragraph 11, below;
- c) Require additional plans or details to show how the **USER** will restore compliance with this Agreement;
- d) Suspend the **USER'S** permission to move vehicles or combinations, together with loads, over and across any roadway(s) noted in Paragraph 1 until the **USER** is in compliance with this Agreement;

- e) Revoke the **USER's** permission to move vehicles or combinations, together with loads, over and across any roadway(s) noted in Paragraph 1.
- f) Elect to maintain or restore the portion(s) of the noted roadway(s) and appurtenances with the **USER** reimbursing **Middletown Township** for all costs so incurred;
- g) Proceed against security provided pursuant to Paragraphs 6 and 11 (below);
- h) Terminate this Agreement pursuant to Paragraph 8;
- i) Any other remedies allowed by law; or
- j) Any or all of the above.

Closing of Highways

10. This Agreement shall not prohibit **Middletown Township** from closing a highway or bridge to any vehicle or combination if such closing is authorized by law and is necessary for safety, or is a temporary closing due to climatic conditions or an Act of God or war.

Additional Security

11. **Middletown Township** shall have the right to require additional security upon that date **Middletown Township** determines, in its discretion, that the aggregate amount of damage to the noted roadway(s) exceeds 75% of the face amount of the security furnished. If additional security is required, it shall be retained by **Middletown Township** until all excess maintenance and/or restorations have been completed. Failure to provide such additional security as is required shall constitute a breach of this Agreement.

Compliance with all Federal, State, and Local Law

12. If the **USER** is notified by any federal, state, or local agency that it is not in full compliance with any federal, state, or local law, regulation, or ordinance associated with excess and preventative maintenance and restoration, the **USER** shall immediately correct any such violation or deficiency and shall cease all excess and preventative maintenance and restoration until the **USER** is in full compliance. The **USER** shall provide **Middletown Township** with written notice within one working day of any such notification.

Non-waiver

13. The failure by **Middletown Township** to require performance by the **USER** of any provision of this Agreement shall not affect **Middletown Township's** right to require performance at a time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default, or a waiver of the provision itself.

Severability

14. If any provisions of this Agreement are held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Choice of Law and Forum

15. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. Venue for any dispute arising under this Agreement shall be in the Delaware County Court of Common Pleas.

Agreement Supplementation

16. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties and may not be transferred or assigned without the prior written consent of the parties hereto. This Agreement may be modified or amended by letter amendment to add or subtract routes, increase or decrease the security amount or type, or amend any maintenance plan submitted pursuant to this Agreement or its exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

USER Phone Number: _____ USER Fax Number: _____

ATTEST:

Signature Date BY Signature Date

Attest Title Authorized Signatory Title

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a Sole Proprietorship, only the owner must sign; if a Partnership, only one partner need sign; if a Limited Partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE - FOR MUNICIPALITY USE ONLY

Middletown Township

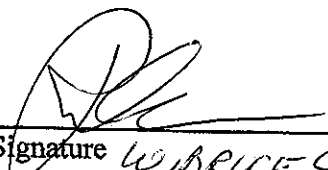
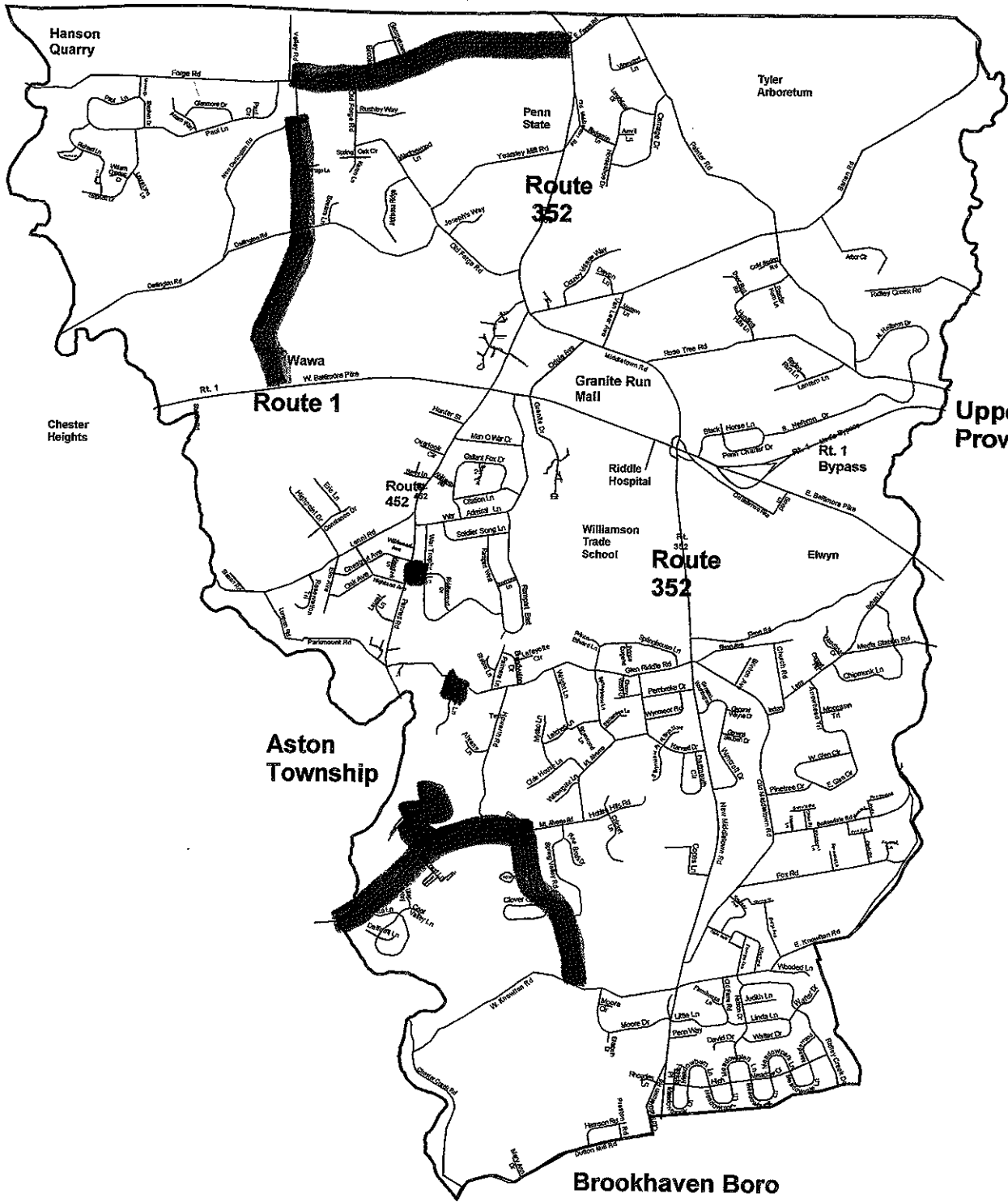
By: 
Signature W. BRUCE CLARK 11/2/2016 Date
TOWNSHIP MANAGER

EXHIBIT "A"

Thornbury Township

Edgmont Township



Hanson Quarry

Tyler Arboretum

Route 352

Route 1

Chester Heights

Upper Prov.

Route 452

Route 352

Aston Township

Brookhaven Boro

Middletown Township

