

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

Sunoco Pipeline L.P.	:	Violations of the Pa Clean Streams Law
525 Fritztown Road	:	Erosion and Sediment Control Regulations
Sinking Spring, PA 19608	:	25 Pa. Code Chapter 102
	:	
	:	Loyalhanna Lake Recreation Area

**CONSENT ORDER AND AGREEMENT**

This Consent Order and Agreement is entered into this 15<sup>th</sup> day of December 2017, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”) and Sunoco Pipeline L.P. (“Sunoco”).

The Department has found and determined the following:

**BACKGROUND**

A. The Department is the agency with the duty and authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1691.1001 (“Clean Streams Law”); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 (“Administrative Code”); and the rules and regulations promulgated thereunder (“Regulations”).

B. Sunoco is a foreign limited partnership registered to do business in Pennsylvania and maintains a business address of 525 Fritztown Road, Sinking Spring, PA 19608. Sunoco Logistics Partners Operations GP, LLC is the general partner of Sunoco. Joseph Collela is the Executive Vice President for Sunoco Logistics Partners Operations GP, LLC. Mr. Collela has been granted authority by Logistics Partners Operations GP, LLC to sign documents for Sunoco

on behalf of the General Partner and legally bind Sunoco and the General Partner to this Consent Order and Agreement. Sunoco is a “person” as that term is defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1.

C. Sunoco is constructing a pipeline, called the Pennsylvania Pipeline Project, to carry natural gas liquids from Houston, Washington County to Marcus Hook, Delaware County. This project involves the installation of two parallel pipelines in order to connect existing Mariner East pipelines and is referred to as Mariner East 2 (“ME2”).

D. Sunoco has been the “owner” and “operator” of the ME2 pipeline, as those terms are defined in Section 102.1 of the Regulations, 25 Pa. Code § 102.1, at all times relevant to the matters set forth in this Consent Order and Agreement.

E. On February 13, 2017, the Department issued to Sunoco Erosion and Sediment Control Permit No. 0500015001, which authorized discharges of stormwater associated with earth disturbance activities from construction of ME2 by Sunoco in Allegheny, Cambria, Indiana, Washington, and Westmoreland Counties (“102 Permit”).

F. On February 13, 2017, the Department also issued to Sunoco a Water Obstructions and Encroachment Permit, Permit Number E65-973, which authorized water obstruction and encroachment activities associated with the construction of ME2 in Westmoreland County.

G. The Westmoreland County Conservation District (“WCD”) is a public body corporate and politic, exercising public powers of the Commonwealth as an agency thereof, as authorized by Section 5 of the Conservation District Law, Act of May 15, 1945, P.L. 547, *as amended*, 3 P.S. §§ 849-864, § 853. Section 9 of the Conservation District Law, 3 P.S. § 857, Powers of Districts and Directors, allows Districts to accept delegated authority from municipal

or county governments, the Commonwealth, or Federal Government.

H. The Department has delegated to WCD, and WCD has accepted, authority to assist in the administration and enforcement of the erosion and sediment control program under The Clean Streams Law and the Regulations promulgated at Title 25, Chapter 102 (Erosion and Sediment Control).

I. Under Section 102.4 of the Regulations, 25 Pa. Code § 102.4, and the terms and conditions of its 102 Permit, Sunoco is required to develop, implement and maintain an erosion and sediment control plan (“E&S Plan”) to minimize the potential for accelerated erosion and sedimentation. Section 102.4(b)(1) of the Regulations, 25 Pa. Code § 102.4(b)(1), requires the implementation and maintenance of erosion and sediment control best management practices (“BMPs”) during earth disturbance activities to minimize the potential for accelerated erosion and sedimentation.

J. The work area for ME2 in Westmoreland County includes approximately 38.3 miles of 20-inch and 16-inch diameter pipelines and appurtenant structures. For a portion of the ME2 pipeline construction in Loyalhanna Township, Westmoreland County, Sunoco utilized horizontal directional drilling (“HDD”) in order to install the pipelines under Loyalhanna Lake. The Loyalhanna Lake HDD is identified by Sunoco as HDD S2-0010.

K. The Pennsylvania Fish and Boat Commission conducted a fish survey of Loyalhanna Lake in 2014. The report summarizing the findings of the survey concluded that Loyalhanna Lake had fair to very good populations of gamefish.

L. For the construction of ME2, Sunoco employs HDD to install pipelines under some geographic and geologic structures, such as roads, waterways, and wetlands. Unplanned releases of drilling fluids and drilling wastewater may occur during HDD operations. Such an

unplanned release is known as an Inadvertent Return (“IR”). Sunoco’s HDD activities at Loyalhanna Lake Recreation Area caused IRs as described below. Sunoco’s IRs affected an area of Loyalhanna Lake. A map designating the affected area of Loyalhanna Lake, as determined by the Department, and the area to be assessed depicting approximately 85 acres of Loyalhanna Lake, including 17.46 acres of known impacts (“Known Impacts Area”), is attached hereto and incorporated herein as Appendix A.

### **RELEASES AND DISCHARGES**

M. On May 14, 2017, Sunoco was conducting HDD operations at S2-0010 under Loyalhanna Lake when drilling fluid, consisting of bentonite clay and water, and drilling fluid returns consisting of bentonite clay and water as well as drilling cuttings of subsoils and groundwater (“IR Materials”) were released to the surface through a 4-inch drain pipe in the Loyalhanna Lake Recreational Area off of Bush Road (“Recreation Area”). On this date, Sunoco released approximately 30 gallons of IR Materials in an upland portion of the Recreation Area which Sunoco contained.

N. On May 23, 2017, Sunoco was conducting HDD operations at Loyalhanna Lake when IR Materials were released to the surface in three upland areas of the Recreation Area. This IR consisted of approximately 60 gallons of IR Materials, which Sunoco contained.

O. On May 25, 2017, Sunoco was conducting HDD operations at Loyalhanna Lake when approximately 25 gallons of IR Materials released to an upland area in the Recreation Area. Approximately 1 pint of fluid was discharged to Loyalhanna Lake.

P. On May 26, 2017, Sunoco was conducting HDD operations at Loyalhanna Lake when approximately 50 gallons of IR Materials were released to Loyalhanna Lake and 5 gallons released to an upland portion of the Recreation Area.

Q. On May 28, 2017, Sunoco was conducting HDD operations at Loyalhanna Lake when approximately 50 gallons of drilling fluid, consisting of IR Materials were released to an upland portion of the Recreation Area and 20 gallons discharged to Loyalhanna Lake.

R. On May 31, 2017, Sunoco was conducting HDD operations at Loyalhanna Lake when approximately 8 gallons of IR Materials were discharged to Loyalhanna Lake.

S. On June 1, 2017, Sunoco was conducting HDD operations at Loyalhanna Lake when approximately 1 gallon of drilling fluid, consisting of IR Materials discharged to Loyalhanna Lake, approximately 4 gallons released near the lake, and 10 gallons released to an upland portion of the Recreation Area.

T. On June 6, 2017, a pump used by Sunoco to contain an IR at Loyalhanna Lake ran out of fuel and Sunoco discharged approximately 25 gallons of IR Materials to Loyalhanna Lake.

U. On June 6, 2017, while conducting HDD operations at Loyalhanna Lake, Sunoco released an unknown amount of IR Materials to an upland portion of the Recreation Area.

V. On July 16, 2017, the sandbag containment structure installed at the Loyalhanna Lake Recreation Area in order to manage IRs failed and Sunoco discharged 20 gallons of IR Materials to Loyalhanna Lake and 300 gallons to an upland portion of the Recreation Area.

W. On July 17, 2017, while conducting HDD operations at Loyalhanna Lake, Sunoco discharged approximately 80 gallons of IR Materials to Loyalhanna Lake and released 720 gallons to an upland portion of the Recreation Area.

X. Sunoco's discharges of IR Materials into waters of the Commonwealth as described in Paragraphs O through T and V through W, constitute "industrial waste" and "pollution" as those terms are defined by Section 1 of The Clean Streams Law, 35 P.S. § 691.1.

Y. Sunoco's discharges of industrial waste and pollutants, as described in Paragraphs O through T and V through W, above, to the waters of the Commonwealth was not authorized by any permit.

Z. Sunoco's discharges of industrial waste, as described in Paragraphs O through T and V through W, above, without authorization or a permit constitute violations of Sections 301, 307 and 401 of The Clean Streams Law, 35 P.S. §§ 691.301, 691.307, and 691.401, constitute unlawful conduct pursuant to Section 611 of The Clean Streams Law, 35 P.S. § 691.611, and are public nuisances pursuant to Sections 3, 307(c) and 401 of The Clean Streams Law, 35 P.S. §§ 691.3, 691.307(c) and 691.401, and subject Sunoco to civil penalty liability under Section 605 of The Clean Streams Law, 35 P.S. § 691.605.

#### **CHAPTER 102 VIOLATIONS**

AA. On June 1, 2017, WCD conducted an inspection of the Recreation Area to determine compliance with the 102 Permit, The Clean Streams Law, and the Regulations. On that date, Sunoco failed to implement effective BMPs, in violation of the 102 Permit, Section 102.4(b)(1) of the Regulations, 25 Pa Code § 102.4(b)(1), and Section 402 of The Clean Streams Law, 35 P.S. § 691.402. Also, as set forth in Paragraph S, above, Sunoco caused pollution to "waters of the Commonwealth" as that term is defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1, in violation of Section 401 of The Clean Streams Law, 35 P.S. § 691.401.

BB. On July 27, 2017, WCD conducted an inspection of the Recreation Area to determine compliance with the 102 Permit, The Clean Streams Law, and the Regulations. On that date, Sunoco failed to maintain effective BMPs, in violation of the 102 Permit, Section 102.4(b)(1) of the Regulations, 25 Pa Code § 102.4(b)(1), and Section 402 of The Clean Streams Law, 35 P.S. § 691.402. Also, as evidenced by turbidity in Loyalhanna Lake as a result of HDD

activity conducted by Sunoco, Sunoco caused pollution to “waters of the Commonwealth” as that term is defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1, in violation of Section 401 of The Clean Streams Law, 35 P.S. § 691.401.

CC. On September 7, 2017, WCD conducted an inspection of the Loyalhanna Lake Recreation Area to determine compliance with the 102 Permit, The Clean Streams Law, and Chapter 102 of the Regulations. On that date, Sunoco failed to maintain effective BMPs, in violation of Section 102.4(b)(1) of the Regulations, 25 Pa Code § 102.4(b)(1), and Section 402 of The Clean Streams Law, 35 P.S. § 691.402. Also, as evidenced by turbidity in Loyalhanna Lake as a result of HDD activity conducted by Sunoco, Sunoco caused pollution to “waters of the Commonwealth” as that term is defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1, in violation of Section 401 of The Clean Streams Law, 35 P.S. § 691.401.

DD. The violations described in Paragraphs AA, BB, and CC, above, constitute unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611; constitute statutory nuisances under Sections 401 and 402 of The Clean Streams Law, 35 P.S. §§ 691.401 and 691.402; and subject Sunoco to civil penalty liability under Section 605 of The Clean Streams Law, 35 P.S. § 691.605.

#### **FAILURE TO TAKE NECESSARY MEASURES**

EE. The drilling fluids Sunoco discharged into the waters of the Commonwealth, as described in the findings above, constitute “pollutants” as that term is defined in Section 91.1 of the Regulations, 25 Pa Code § 91.1.

FF. Sunoco’s failure on each occasion to take necessary measures to prevent pollutants from reaching waters of the Commonwealth, as described in Paragraphs O through T and V through W and AA through CC, above, constitutes a violation of Section 91.34(a) the

Regulations, 25 Pa. Code § 91.34(a); constitutes unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611; constitutes a statutory nuisance under Section 402 of The Clean Streams Law, 35 P.S. § 691.402; and subjects Sunoco to civil penalty liability under Section 605 of The Clean Streams Law, 35 P.S. § 691.605.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Sunoco as follows:

1. Authority. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5, 316, 402, and 610 of The Clean Streams Law, 35 P.S. §§ 691.5, 691.316, 691.402, and 691.610; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

a. Sunoco agrees that the findings in Paragraphs A through Y, AA through CC, and EE above, are true and correct and, in any matter or proceeding involving Sunoco and the Department, Sunoco shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Corrective Action. To abate the violations discussed in the Findings, Sunoco shall complete the following corrective actions in accordance with the schedule set forth below:

a. Within 30 days of the date of this Consent Order and Agreement, Sunoco shall submit to the Department a plan to identify and evaluate the location and amount of bentonite and other IR Materials deposited on and in the lakebed of Loyalhanna Lake (“Initial



Evaluation”). As part of the plan for its Initial Evaluation:

i. Sunoco shall initially evaluate the 17.46 acres of the Known Impacts Area of Loyalhanna Lake adjacent to the Recreation Area, as designated on the map at Appendix A and, in that area, take at least three core samples per acre.

ii. Sunoco shall visually observe and evaluate these initial core samples. Sediment core samplers shall be designed to obtain the extraction of intact sediment cores. Core sampling will be performed with a clear PVC pipe, inserted by hand through the water column, if present, and lake bed until refusal.

iii. Sunoco shall supply a map showing the location of each proposed core sample.

iv. Sunoco shall include a requirement to supply a narrative description of each core sample.

v. Sunoco shall include a requirement to visually observe the entire bottom of the 85 acres of affected area of Loyalhanna Lake, as designated on the map at Appendix A, by camera, divers, or a combination thereof.

vi. Sunoco shall include a requirement to complete the field work for the Initial Evaluation, within sixty (60) days of the Department’s approval or approval with modifications of the Initial Evaluation under Paragraph 3.b, below. If, however, the lake is frozen, the time period shall be extended by the number of days the lake is frozen.

vii. Sunoco shall include a requirement to submit a report to the Department summarizing the results of its field work for the Initial Evaluation. (“Initial Evaluation Report”), within 120 days of the Department’s approval or approval with modifications of the Initial Evaluation under Paragraph 3.b, below.

b. Upon the Department's approval or approval with modifications of Sunoco's plan for the Initial Evaluation, Sunoco shall implement the Initial Evaluation as approved or approved with modifications and in accordance with the schedule of the approved plan.

c. Within thirty (30) days of submission of the Initial Evaluation Report, Sunoco shall submit to the Department for approval or approval with modifications, a recommendation for (i) additional investigation of the affected area of Loyalhanna Lake, including additional core sampling along with proposed locations for sampling and a schedule for additional work, or (ii) no further investigation. ("Additional Investigation Report"). If Sunoco finds bentonite in distinct sediment horizons in core samples or finds areas of bentonite on the lake bed, Sunoco must conduct an additional investigation, including additional core sampling.

d. Within ninety (90) days of the Department's approval or approval with modifications of the Additional Investigation Report, Sunoco shall complete the approved additional investigation and submit to the Department a summary of the findings of its entire investigation and an evaluation ("Final Evaluation") and plan and schedule for the removal of IR Materials from the lake and lake bed ("Plan and Schedule").

e. If the Final Evaluation conclude that removal of some or all IR Materials from the Loyalhanna Lake and lake bed is feasible and the environmental harm does not outweigh the environmental benefits, upon Department review and approval or approval with modifications of the Final Evaluation, Sunoco shall implement the Plan and Schedule as approved or approved with modifications.

f. If the Final Evaluation concludes, and the Department agrees in writing, that removal of all the IR Materials from Loyalhanna Lake and lakebed is not feasible or environmentally harmful, Sunoco shall submit to the Department a Fish Habitat Improvement Plan, consisting of a plan and schedule (“Fish Habitat Plan and Schedule”) to construct and install fish habitat structures within Loyalhanna Lake to increase the overall total number of fish. Even if Sunoco removes some but not all of the IR Materials from Loyalhanna Lake and lakebed, Sunoco must still submit to the Department the Fish Habitat Plan and Schedule as set forth in this Paragraph 3.f.

i. The Fish Habitat Plan and Schedule shall be submitted to the Department for review and approval within sixty (60) days of the Department’s approval or approval with modifications of the Evaluation.

ii. The Fish Habitat Improvement Plan and Schedule shall include habitat improvement structures consisting of at least 500 short vertical plank structures and 20 catfish boxes.

g. Upon the Department’s approval or approval with modifications of the Fish Habitat Plan and Schedule, Sunoco shall implement the Fish Habitat Plan and Schedule as approved or approved with modifications.

4. Progress Reports. Sunoco shall submit to the Department written “Progress Reports.” The Progress Reports shall be quarterly (due April 30, July 31, September 30 and January 31 of each year), and shall describe the actions Sunoco has taken in the previous calendar quarter year to comply with the requirements set forth in Paragraph 3 above, of this Consent Order and Agreement. Progress Reports shall be submitted both in hard copy and on digital media such as a DVD or USB drive. The first Progress Report is due on January 31,

2018. The last Progress Report is due one (1) calendar quarter after Sunoco's full compliance with the obligations set forth in Paragraph 3, above.

5. Additional Information. Within fifteen (15) calendar days from receipt of a written request from the Department for clarification, modification or supplement of the submission required by this Consent Order and Agreement, Sunoco shall modify or supplement the document in the manner requested by the Department.

6. Civil Penalty Assessment. Upon execution of this Consent Order and Agreement, Sunoco shall pay a civil penalty of SEVENTY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$79,250). This payment is in settlement of the Department's claim for civil penalties for the violations set forth in Paragraphs O through T, V through W, AA through CC, and FF, above, for the dates specified therein and no others. In addition, Sunoco shall pay cost recovery totaling ONE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$1,950) to the Department and FOUR HUNDRED SEVENTY-FIVE DOLLARS (\$475) to the WCD as outlined below and sent to the address of the Department listed in Paragraph 9 (Correspondence with the Department). The payments shall be made by corporate check or the like as follows:

a. Upon execution of this Consent Order and Agreement, submittal of a corporate check or the like made payable to "Commonwealth of Pennsylvania – Clean Water Fund" in the amount of SEVENTY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$79,250).

b. Upon execution of this Consent Order and Agreement, submittal of a corporate check or the like made payable to "Commonwealth of Pennsylvania – Clean Water Fund" in the amount of ONE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$1,950).

c. Upon execution of this Consent Order and Agreement, submittal of a corporate check or the like made payable to “Westmoreland Conservation District – Clean Water Fund” in the amount of FOUR HUNDRED SEVENTY-FIVE DOLLARS (\$475).

7. Stipulated Civil Penalties.

a. In the event Sunoco fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, Sunoco shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$500.00 per day for each violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month, and shall be made by submittal of a bank check, cashier’s check or money order made payable to “The Commonwealth of Pennsylvania - Clean Water Fund” and sent to:

Abbey Owoc  
Department of Environmental Protection  
Waterways and Wetlands Program  
400 Waterfront Drive  
Pittsburgh, PA 15222.

c. Any payment under this paragraph shall neither waive Sunoco’s duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Sunoco’s compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Sunoco’s liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties shall be due automatically and without notice.

8. Additional Remedies.

a. In the event Sunoco fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph and Paragraph 7 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

9. Reservation of Rights. The Department reserves the right to require additional measures to achieve compliance with applicable law. Sunoco reserves the right to challenge any action which the Department may take to require those measures.

10. Liability of Sunoco. Sunoco shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Except as provided in Paragraph 11.c., Sunoco also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

11. Transfer of Site.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in ME2, or any part thereof.

b. If Sunoco intends to transfer any legal or equitable interest in ME2 that is affected by this Consent Order and Agreement, Sunoco shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Department's Waterways and Wetlands Program identified in Paragraph 12, below, of such intent.

c. The Department in its sole discretion may agree to modify or terminate Sunoco's duties and obligations under this Consent Order and Agreement upon transfer of ME2. Sunoco waives any right that it may have to challenge the Department's decision in this regard.

12. Correspondence with Department. All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Pennsylvania Department of Environmental Protection  
Southwest Regional Office  
Waterways and Wetlands Program  
400 Waterfront Drive  
Pittsburgh PA 15222-4745  
Attn: Abbey Owoc  
412-442-5219 [aowoc@pa.gov](mailto:aowoc@pa.gov)

All correspondence with the WCD concerning this Consent Order and Agreement shall be addressed to:

Westmoreland Conservation District  
218 Donohoe Road  
Greensburg, PA 15601-9217  
Attn: Tony Quadro  
724-837-5271 [tony@wedpa.com](mailto:tony@wedpa.com)

13. Correspondence with Sunoco. All correspondence with Sunoco concerning this Consent Order and Agreement shall be addressed to:

Sunoco Pipeline, L.P.  
535 Fritztown Road  
Sinking Spring, PA 19608  
Attn: Matt Gordon

610-670-3284 [matthew.gordon@enrgytransfer.com](mailto:matthew.gordon@enrgytransfer.com)

Sunoco shall notify the Department whenever there is a change in the contact person's name, title, address, telephone number, or email. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

14. Force Majeure.

a. In the event that Sunoco is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstance beyond Sunoco's control and which Sunoco, by the exercise of all reasonable diligence, is unable to prevent, then Sunoco may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond Sunoco's control. Sunoco's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. Sunoco shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay,



the expected duration of the delay, and the efforts which have been made and are being made by Sunoco to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten working days of its submission. Sunoco's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Sunoco and other information available to the Department. In any subsequent litigation, Sunoco shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

15. Severability. The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

16. Entire Agreement. This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

17. Attorney Fees. The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

18. Modifications. No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

19. Titles. A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

20. Decisions under Consent Order and Agreement. Except for any Department approvals with modifications of any plan as provided in Paragraph 3.c, any decision that the Department makes under the provisions of this Consent Order and Agreement, including a notice that stipulated civil penalties are due, is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C. S. § 101. Any objection that Sunoco may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

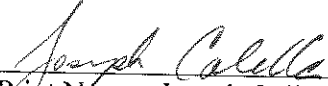
21. Termination. The obligations of this Consent Order and Agreement shall terminate when the Department determines in writing that Sunoco has complied with the requirements of Paragraphs 3 and 4, or if the Department determines that it is in the interest of public health, public safety, or the environment to terminate these obligations.


22. Execution of Agreement. This Consent Order and Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Sunoco certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Sunoco; that Sunoco consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Sunoco hereby knowingly waives its right to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law.


FOR SUNOCO PIPELINE L.P.:

  
\_\_\_\_\_  
Print Name: Joseph Collela  
Title: Executive Vice President  
Sunoco Logistics Partners Operations GP LLC,  
General Partner

  
\_\_\_\_\_  
Print Name: Curtis N. Stambaugh  
Attorney for Sunoco Pipeline L.P.

FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION:

  
\_\_\_\_\_  
Dana Drake, PE  
Program Manager  
Waterways and Wetlands

  
\_\_\_\_\_  
Bruce M. Herschlag  
Assistant Regional Counsel

# Loyalhanna Lake

## Assessment Area

Ruler ✕

Line | Path | Polygon | Circle | 3D path | 3D polygon |

Measure the distance or area of a geometric shape on the ground

Perimeter: 9,426.51 Feet

Area: 85.28 Acres

Mouse Navigation

## Area of Known Impacts

Ruler

Line | Path | Polygon | Circle | 3D path | 3D polygon |

Measure the distance or area of a geometric shape on the ground

Perimeter: 5,982.29 Feet

Area: 17.46 Acres

Mouse Navigation

Loyalhanna Lake

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