April 1, 2018

By Email

ra-eppipelines@pa.gov
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Re: Sunoco's Response to DEP's request for information on PA-WM1-0023.0000-RD

Dear Ms. Drake:

On March 27, 2018, Sunoco submitted a letter to the Department in response to the Department's March 14, 2018 request for additional information regarding horizontal directional drilling ("HDD") Site PA-WM1-0023.0000-RD ("Site"). Pursuant to the Corrected Stipulated Order entered on EHB Docket No. 2017-009-L on August 10, 2017 ("Order"), and on behalf of Clean Air Council, Mountain Watershed Association, Inc., and the Delaware Riverkeeper Network ("Appellants"), we respectfully submit these comments in reply. Our comments mirror point by point the requests and responses from the Department and Sunoco, except that Appellants do not offer comments on the last two points.

Appellants also note that they continue to have serious concerns about the suitability of Sunoco's HDD plans for the Site, which Sunoco's geological analysis identifies as particularly risky. Recently another site at which the Department had approved HDD operations after a re-evaluation—the Frankstown Branch Juniata River HDD—experienced a damaging flow of drilling fluids into the River. Appellants are concerned about an incident happening at this site should operations go ahead as planned.

Point 1 (water quality data and well location map)

The Department requested the map to be updated to include the location of the fourth well that services the horse barn. Sunoco did not do so, writing "The landowner of the well servicing the horse barn did not request testing of the well; therefore this well is not included on the illustration and sampling data for this well is not available." Protection of a private well is not important only for wells for which the landowner requests testing; it is important for all wells. The location of the well matters in evaluating the likelihood of impacts to the well. Sunoco should comply with the Department's request so that it can determine the risks to this well.

Point 2 (documentation of temporary water agreements)

Sunoco responded to the Department's request for documentation of the temporary water supply agreements by stating that the referenced landowners with private water supply wells "have rescinded their request for temporary water because their household water is supplied via public infrastructure." It is not clear from this response whether Sunoco entered into any agreements or not. Here, the arrangements are characterized as a "request." In Sunoco's previous response, Sunoco wrote that the landowners "accepted temporary water."

It is unclear what has actually occurred. Even if the landowners do not want temporary water, it is not an academic exercise to seek the truth here. Appellants are concerned that Sunoco is feeding the Department lines which may not all be truthful, which implicates much more than the arrangements with the owners of two parcels.

Appellants believe the Department should insist on Sunoco submitting whatever "acceptance" documentation it has.

Point 3 (justification for 150-feet statement)

Sunoco claims that its "previous statement concerning the potential effects within 150 ft is now moot" due to the Consent Order & Agreement. This is both incorrect and troubling because, yet again, Sunoco is failing to provide documentation to confirm questionable statements it has made to the Department, and is failing to conduct an actual hydrogeological analysis of the Site, as required by the Order.

Sunoco's statement is incorrect because the provision of a temporary water supply does nothing to protect the private water supplies. It may stave off harm to landowners' health during the course of the drilling, but still leave them with damaged or destroyed water supplies.

Appellants believe Sunoco made its statement about 150 feet as a matter of convenience and not because there is any truth to it. Energy Transfer Partners, of which Sunoco Pipeline is merely an alter ego, has an active history of lying to regulators when convenient. For example, the Federal Energy Regulatory Commission less than a year ago found that ETP (through its Rover Pipeline alter ago) "falsely promised it would avoid adverse effects to a historic resource that it was simultaneously working to purchase and destroy. Rover subsequently made several misstatements in its docketed response to the Commission's questions about why it had purchased and demolished the resource." *See* "Staff Notice of Alleged Violations," July 13, 2017, appended.

The game here is transparently the same. There is no sound hydrogeological basis for claiming that water supplies are only at risk within 150 feet of the HDD alignment. But because it was convenient here, Sunoco made that representation to the Department. Having been called on its misrepresentation, Sunoco wants to brush it aside rather than own up to the fact that it made statements to the Department for which there is no justification.

Appellants believe it is important for the integrity of the administrative process that the Department not let Sunoco get away with submitting falsehoods to the Department as truths.

As importantly, Sunoco needs to have done a scientifically valid hydrogeological evaluation of the Site. Sunoco wrote that "individual well use during active drilling for wells located within 150 linear ft on either side of the profile may be affected." If Sunoco is now withdrawing this statement upon probing, it raises serious questions about the validity of its other scientific and hydrogeologic conclusions.

The Order is not moot regardless of the Consent Order and Agreement. The Order requires scientific analysis including "analysis of well production zones." These analyses need to be accurate and scientifically defensible. As it stands, neither the Department nor the public has any way of knowing how many wells may be impacted. Wells even outside of 450 feet from the alignment may be at risk and the Department was right to demand this analysis.

Please continue to insist that Sunoco provide any such justification for its statement as may exist. If Sunoco cannot, please do not reward its dissembling and/or lack of scientifically rigorous study by approving the plans for this Site.

Thank you for considering these comments. Please keep us apprised of your next steps on this HDD Site.

Sincerely,

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UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

STAFF NOTICE OF ALLEGED VIOLATIONS

(July 13, 2017)

Take notice[1] that in a nonpublic investigation pursuant to 18 C.F.R. Part 1b (2016), the staff of the Office of Enforcement of the Federal Energy Regulatory Commission has preliminarily determined that Rover Pipeline, LLC (Rover) and Energy Transfer Partners, L.P. (ETP) (collectively, Rover) violated section 7 of the Natural Gas Act, 15 U.S.C. § 717, *et seq*., and section 157.5 of the Commission's Regulations, 18 C.F.R. § 157.5 (2016), which impose a "forthright obligation" that "[a]pplications under section 7 of the Natural Gas Act shall set forth all information necessary to advise the Commission fully concerning the operation, sales, service, construction, extension or acquisition for which a certificate is requested . . . ." 18 C.F.R. § 157.5. Staff has preliminarily determined that, between February 2015 and September 2016, Rover did not fully and forthrightly disclose all relevant information to the Commission in its Application for a Certificate of Public Convenience and Necessity and attendant filings in Docket No. CP15-93. Specifically, in the Application and other docketed filings, Rover falsely promised it would avoid adverse effects to a historic resource that it was simultaneously working to purchase and destroy. Rover subsequently made several misstatements in its docketed response to the Commission's questions about why it had purchased and demolished the resource.

This Notice does not confer a right on third parties to intervene in the investigation or any other right with respect to the investigation.

Kimberly D. Bose,
Secretary.

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[1] *Enforcement of Statutes, Regulations, and Order*, 129 FERC ¶ 61,247 (2009), *order on reh'g*, 134 FERC ¶ 61,054 (2011).