

Marx, Valerie

To: GORDON, MATTHEW L; sdscott@sunocologistics.com; Pat.Green@tetrattech.com; Baird, Josh
Cc: Muzic, Edward; Williamson, Scott; Roda, Ann; Arnold, Charles
Subject: 2-10-17_E07-459
_Sunoco_Pipeline_Fully_Executed_Submerged_Lands_License_Agreement_(SLLA)_attached



February 10, 2017

Mr. Matthew Gordon
Sunoco Pipeline, L.P.
535 Fritztown Road
Sinking Spring, PA 19608

Re: DEP File No. **E07-459, Sunoco Pipeline, L.P., Fully Executed Submerged Lands License Agreement** (SLLA) for the three (3) separate crossings of two (2) parallel natural gas liquid pipelines, crossing the Frankstown Branch Juniata River, in Blair Township and Frankstown Township, Blair County

Dear Mr. Gordon:

Attached/Enclosed is your fully executed Submerged Lands License Agreement (SLLA) for **E07-459, Sunoco Pipeline, L.P.** agreement date is **February 3, 2017**. The **DEP Southcentral Regional Office** has been notified for permit action/issuance, if all other permit requirements have been satisfied.

The pdf file copy of the SLLA Agreement is a fully executed agreement and recognized by this Bureau as a legal document. Your original signed file copy of the agreement with original signatures was delivered to you, hand carried, on February 3, 2017. Please contact the **DEP Southcentral Regional Office, Permitting and Technical Services Section** at **717.705.4802**, for further permit information.

Your **2018 invoice** and reoccurring invoicing for this agreement will be **\$2,250.00** annually, due payable on **March 1st**, or until the permit and SLLA has been terminated or transferred to new ownership. If you have any questions or concerns, please contact me at 717.783.7482 or vmarx@pa.gov. Thank you.

Attachments/ Enclosures

Sincerely,

Valerie Marx | Management Tech
Department of Environmental Protection | Bureau of Waterways Engineering & Wetlands
Rachel Carson State Office Building
P.O. Box 8460 | Harrisburg, PA 17105-8460
Phone: 717-783-7482 | Fax: 717 772-0409
www.depweb.state.pa.us

Marx, Valerie

To: GORDON, MATTHEW L; Pat.Green@tetrattech.com; Baird, Josh
Cc: Muzic, Edward; Freyermuth, Sidney; Murin, Kenneth; Ziadeh, Ramez; Arnold, Charles
Subject: 2-2-17_E07-459
_Sunoco_Pipeline_LP_Frankstown_Branch_Juniata_River_(SLLA)_review_&_signatures
2-2-17_E07-459
Attachments: _Sunoco_Pipeline_LP_Frankstown_Branch_Juniata_River_SLLA_Agreement.pdf;
SUNOCO_PIPELINE_LP_SLLA_AGREEMENT_SIGNATURE_PAGES_6_&_7.pdf



February 2, 2017

Mr. Matthew Gordon
Sunoco Pipeline, L.P.
535 Fritztown Road
Sinking Spring, PA 19608

Re: DEP File No. E07-459, Sunoco Pipeline, L.P., Submerged Lands License Agreement (SLLA) for the three (3) separate crossings of two (2) parallel natural gas liquid pipelines, crossing the Frankstown Branch Juniata River, in Blair Township and Frankstown Township, Blair County

Dear Mr. Gordon:

Reference is made to your Pennsylvania Department of Environmental Protection (DEP) Joint Permit Application (JPA) No. E07-459 permit to install and maintain three (3) separate crossings of two (2) parallel natural gas liquids (NGLs) pipelines, as described within this permit, consisting of a 20-inch and 16-inch diameter pipes, crossing Frankstown Branch Juniata River, in Blair Township and Frankstown Township, Blair County, with the purpose of interconnecting with existing SPLP Mariner East pipelines, approximately 306-mile, 50-foot-wide right-of-way (ROW) from Houston, Washington County, Pennsylvania to SPLP's Marcus Hook facility in Delaware County, Pennsylvania.

The submerged lands of the Commonwealth will consist of three (3) separate crossings of two (2) parallel natural gas liquids pipelines (crossing No. 1, No. 2 and crossing No. 3, identified as (SPLP ID # S-BB48, S-L77 and S-M31) with linear feet crossings of 110 LF, 100 LF, and 141 LF of the Frankstown Branch Juniata River. The crossings are located at: Crossing #1 – (S-BB48) (40° 24' 46.82", -78° 22' 26.09"), Crossing #2 – (S-L77) (40° 26' 28.55", -78° 19' 49.47") and Crossing #3 (S-M31) (40°26' 3.4", -78° 17' 48.35").

Please be advised that the Joint Permit Application (JPA) is also considered as an application for a license to occupy the submerged lands of the Commonwealth for the three (3) separate crossings of two (2) parallel natural gas liquid pipelines crossing under the Frankstown Branch Juniata River. Section 15 of the Dam Safety and Encroachments Act requires that no permit may be issued unless the applicant holds an estate or interest in the submerged lands.

A License Agreement has been prepared and an annual fee of **\$2,250.00** has been assessed in accordance with the Pennsylvania Code, Title 25, Environmental Protection, Chapter 105, Rules and Regulations.

The License Agreement has been placed in a pdf file format (image file) as an attachment via this email sent to the client at: MLGordon@sunocologistics.com, Matthew Gordon, for your review and signatures. Please follow the instructions as listed below:

1. Print and sign one (1) copy of the agreement with original signatures. Please see attachment
2. Print and sign three (3) copies of the signature page, 7 (page 7-when Licensee is a partnership) with original signatures. Please see attachment
3. A credit \$2,250.00 will be applied to the account under Permit E07-459, applying last year's payment to the time period of 3/1/2017 through 3/1/2018 for the 1st year fee.
4. If others are signing on behalf of the Partnership, provide a document evidencing delegation of contracting authority.
5. Send all documentation and items requested, as it would apply, to the following address:

Mailing address:

PA Department of Environmental Protection
 Bureau of Waterways Engineering and Wetlands
 Attn: Valerie Marx
 P.O. Box 8460
 Harrisburg, PA 17105-8460

or

UPS, FedEx, hand deliveries, etc:

PA Department of Environmental Protection
 Bureau of Waterways Engineering and Wetlands
 Attn: Valerie Marx
 2nd floor
 Rachel Carson State Office Building (RCSOB)
 400 Market Street
 Harrisburg, PA 17101

To avoid delays in processing your license agreement it is mandatory that you sign and witness all copies of the agreement on the proper lines as instructed below. Failure to follow these directions will result in your license not being approved by DEP's Office of Chief Counsel.

For Partnerships:

1. For partnerships, either one general partner must sign to bind the partnership or all partners must sign.
2. For a Limited Partnership (LP), if you are individually a general partner, any general partner may sign.
3. If it is a corporation that is a general partner, it must indicate the name of the corporation and that it is a general partner, along with the signature of the:
 - (1) President or Vice President and
 - (2) Secretary or Treasurer
4. Please print the name of the person signing and indicate the correct title under the signature line.
5. **If others are signing on behalf of the Limited Partnership, provide a document evidencing Delegation of contracting authority.** However, acceptance of the delegated documentation is at the sole discretion of DEP. Absent documentation of satisfactory signatory authority, no one but the above officers will be accepted as appropriate signatories.

6. A witness signature is required.
7. If documentation of evidencing delegation of contracting authority is necessary and provided, please be advised, it will become part of the fully executed Submerged Lands Agreement (SLLA), in the written form that it is submitted to DEP by the client.

PLEASE NOTE: A business with a fictitious name must be registered with the Corporation Bureau of the PA Department of State.

As to reiterate, please print **one (1) copy of the agreement, three (3) copies of the signature page,** and **sign and return all three copies of the signature pages** and **the one copy of the agreement with original signatures.**

When the Submerged Lands License Agreement (SLLA) has been fully executed, you will receive a copy of the SLLA in a pdf. file format via email. Your original signed copy of SLLA for the Department of Environmental Protection, Chapter 105, JPA, Permit No. **E07-459**, will follow via US mail within a few days afterwards to the address stated above. The issuing DEP Regional Office will be notified for permit action/ issuance, if the all other permit requirements have been satisfied.

The date will be inserted on page one when all the approvals are obtained. Please **do not date now.**

If you need additional information or assistance, please contact me at 717.783.7482 or vmarx@pa.gov. Thank you.

Attachments / Enclosures

Valerie Marx | Management Tech
Department of Environmental Protection | Bureau of Waterways Engineering & Wetlands
Rachel Carson State Office Building
P.O. Box 8460 | Harrisburg, PA 17105-8460
Phone: 717-783-7482 | Fax: 717 772-0409
www.depweb.state.pa.us

LICENSE AGREEMENT (Public Service Lines)

DEP File No. E07-459

THIS AGREEMENT made this 3rd day of February, 2017, between the Commonwealth of Pennsylvania Department of Environmental Protection, hereinafter referred to as "Department", and

- A. _____, a corporation incorporated under the laws of the State of _____; or
- B. Sunoco Pipeline, L.P., a partnership; or
- C. _____, an individual; or
- D. _____, (other);

with its principal place of business at 535 Fritztown Road, Sinking Spring, Pennsylvania 19608, hereinafter referred to as "Licensee".

WHEREAS, Department is authorized by the Act of November 26, 1978 (P.L. 1375, No. 325), as amended, to grant, with the approval of the Governor, licenses to occupy submerged lands of the Commonwealth on such terms and conditions as the Department shall prescribe, for the purposes set forth in said Act;

WHEREAS, Department is also authorized by said Act 325, as amended, to issue permits for the construction, operation, maintenance, modification, enlargement or abandonment of water obstructions and encroachments; prior permits issued in compliance with the Act of June 8, 1907 (P.L. 496, No. 322) and the Act of June 25, 1913 (P.L. 555, No. 355) being deemed to comply with the requirements of said Act 325, as amended, and any and all said permits being the only permits referred to hereinafter;

WHEREAS, Department is authorized by Section 514 of The Administrative Code of 1929, as amended, (71 P.S. §194) to grant, with the approval of the Governor, licenses to public service corporations to place public service lines upon, in or over submerged lands or bridges of or maintained by the Commonwealth;

WHEREAS, Licensee has the right to occupy riparian land abutting the Frankstown Branch Juniata River (Stream) in Blair Township and Frankstown Township (Municipality), Blair County, Pennsylvania; and;

WHEREAS, Licensee's business on said riparian land requires a license to occupy submerged lands of the Commonwealth in the bed of said Stream below normal pool elevation or low water mark, as the case may be, adjacent to said riparian land in order to construct, repair, replace, operate, maintain and remove the three (3) separate crossings of two (2) parallel natural gas liquid pipelines crossing under the Frankstown Branch Juniata River and obstructions associated with its business, in accordance with the approved plans and specifications contained in Permit Application No. E07-459 and in any prior or future permit(s) for water obstructions and encroachments within the premises licensed herein, referred to hereinafter as "Licensee's facilities".

NOW, THEREFORE, Department, in consideration of the foregoing, and the payments of Licensee of monies as hereinafter written, and the agreements, undertakings and conditions hereinafter contained, hereby grants to Licensee a license to occupy submerged lands of the Commonwealth adjacent to Licensee's riparian land for the purpose set forth below, in accordance with the approved plans and specifications contained in Permit Application No. E07-459 and in any prior or future permit(s) for water obstructions and encroachments within the premises licensed herein:

To construct, repair, replace, operate, maintain and remove Licensee's facilities within premises referred to herein as the "Facilities Area", crossing or occupying 110 & 100 & 141 linear feet of submerged land owned by the Commonwealth in the aforesaid Stream, Municipality and County, the location of which Facilities Area is shown as the "Facilities Area" on the map or plan attached hereto and made a part hereof.

In consideration whereof, and intending to be legally bound hereby, Licensee agrees as follows:

1. The current schedule of annual fees for the Facilities Area for public service lines, is as follows:

Length of Crossings (in feet)	Fee (in dollars)
Less than 500	\$ 750.00
500 to 999	1,500.00
1000 to 1499	3,000.00
1500 to 1999	4,500.00
2000 to 2499	6,000.00
2500 to 2999	7,500.00
3000 to 3499	9,000.00
3500 to 3999	10,500.00
4000 to 4499	12,000.00
4500 to 4999	13,500.00
5000 and over	15,000.00

Three Crossings under Frankstown Branch Juniata River:			
Crossing #1 - S-BB48	(40° 24' 46.82", -78° 22' 26.09")	Facilities Area A: 110 LF	\$750.00
Crossing #2 - S-L77	(40° 26' 28.55", -78° 19' 49.47")	Facilities Area B: 100 LF	\$750.00
Crossing #3 - S-M31	(40°26' 3.4", -78° 17' 48.35")	Facilities Area C: 141 LF	\$750.00
Total Amount			\$2,250.00

except for (a) any activity or structure constructed, owned or operated by a department, commission, or agency of the Commonwealth or the Federal Government, or (b) any project or activity constructed or operated primarily for the benefit of a State building or State institution in which case no charge will be imposed. Therefore, Licensee, upon the execution of this Agreement, shall pay to the Commonwealth the sum of two thousand two hundred fifty dollars (\$2,250.00). The annual fees imposed herein may be revised upon notice from the Department to the Licensee consistent with applicable law. However, until notified otherwise, Licensee shall pay to the Commonwealth the sum of two thousand two hundred fifty dollars (\$2,250.00) by the first day of March, 2018, and so on by each succeeding first day of March. The annual fees shall be payable to the Commonwealth at Department's offices in Harrisburg.

2. In the event a substantial portion of any of Licensee's facilities shall be permanently discontinued or abandoned by Licensee or any of Licensee's permits issued under or complying with Act 325, as amended, or Licensee's facilities be terminated, then this Agreement, at the option of Licensee or Department shall be modified to reflect the changed conditions. Modification may include termination where the use of Licensee's facilities is essentially permanently discontinued or abandoned by Licensee or where essentially all of Licensee's permits issued under or complying with Act 325, as amended, for Licensee's facilities be terminated.

3. Department, in addition to all other rights of termination it may have as set forth herein or generally for breach of any of the conditions, promises, agreements and undertakings by Licensee, shall also have the right to terminate this Agreement upon six (6) months written notice, whenever the Department reasonably believes that the license has become derogatory or inimical to the public interest, fails to serve the best interests of the Commonwealth or hinders a higher public use of the Facilities Area. Such written notice shall specify the basis for the proposed termination. Termination shall become effective six (6) months after date of notice unless Licensee, within thirty (30) days after such notice, shall request in writing a hearing on the termination issue. In such hearing, due regard shall be given also to the interests of the public as served by Licensee's facilities.

If the Department, following such hearing, determines that the license has become derogatory or inimical to the public interest or fails to serve the best interests of the Commonwealth, or hinders a higher public use of the Facilities Area, then such determination and supporting facts therefor shall be mailed to Licensee. Within thirty (30) days after such determination is mailed, Licensee may appeal therefrom to the appropriate court. Termination shall be effective when the last appeal is finally heard and determined.

4. Licensee shall have the right to terminate this Agreement at any time by written notice to the Secretary of Department.

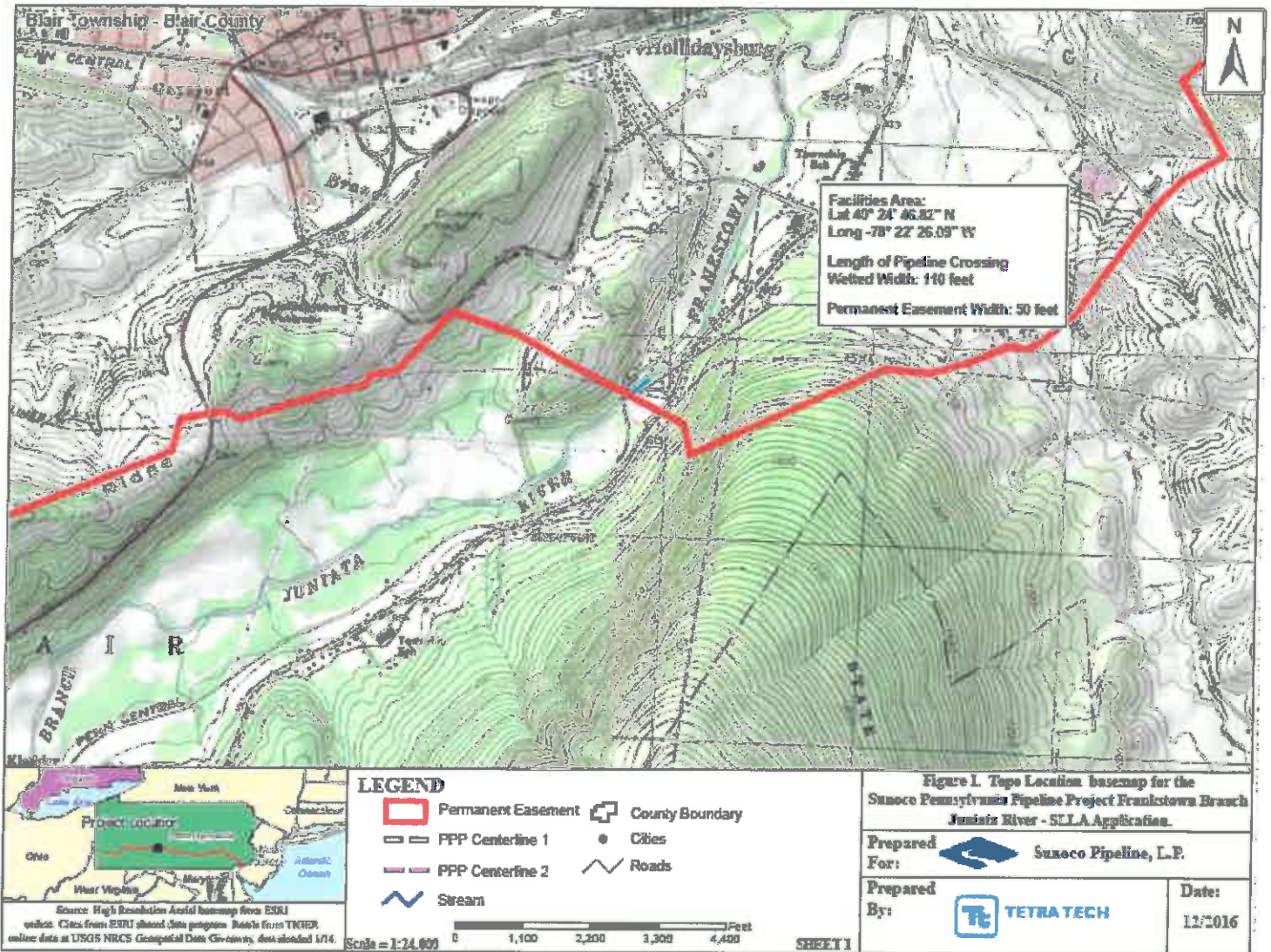
E07-459 Sunoco Pipeline, L.P. (SPLP) – Blair County

Crossing#1: Two (2) Parallel Natural Gas Liquid Pipelines under Frankstown Branch Juniata River

FACILITIES AREA A: – (SPLP ID #: S-BB48) / Permanent Easement (110 feet x 50 feet ROW)

Containing a 20" and a 16" diameter pipeline

Latitude: 40° 24' 46.82" Longitude: -78° 22' 26.09" (40.41301, -78.37391)



E07-459

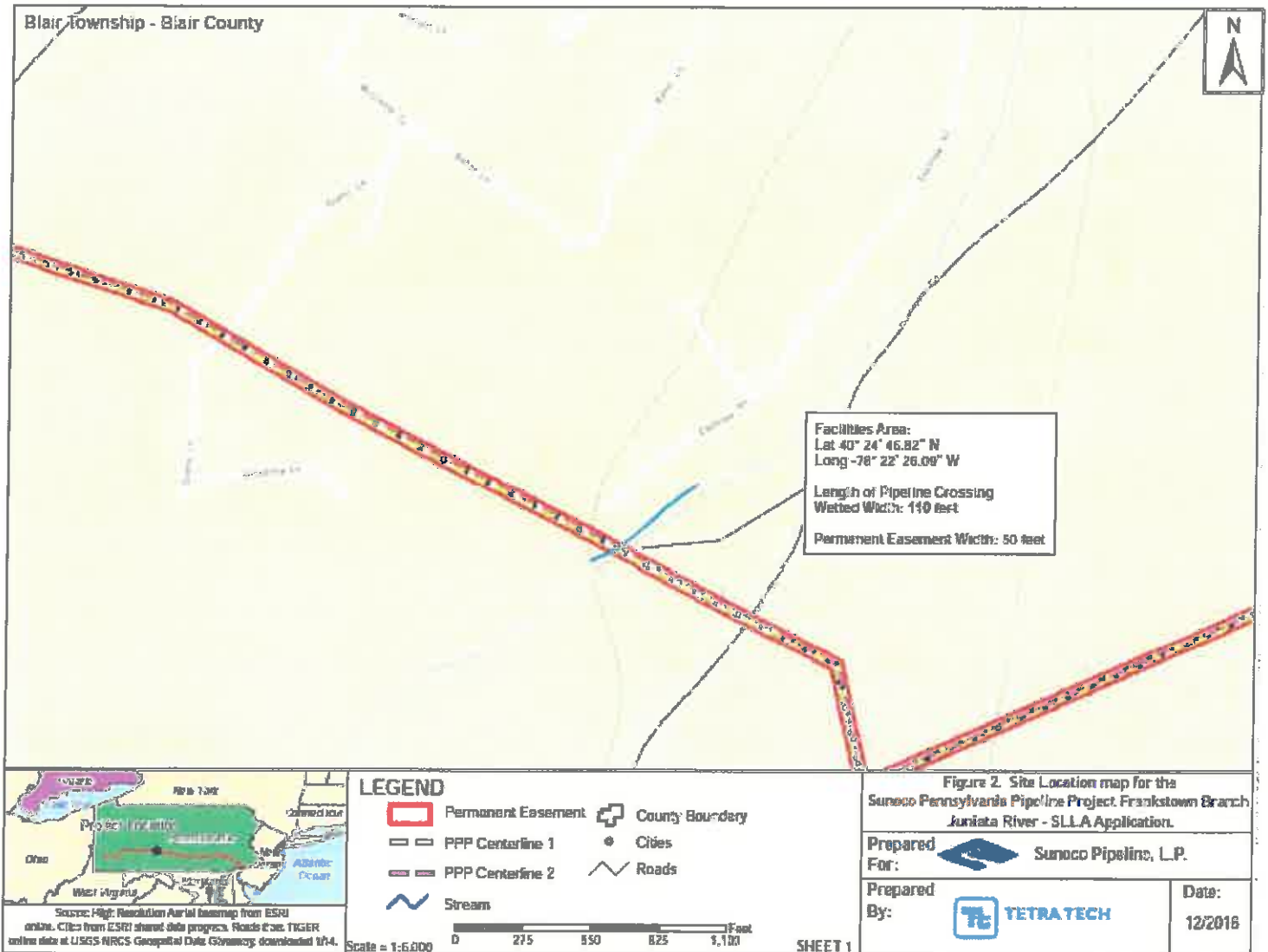
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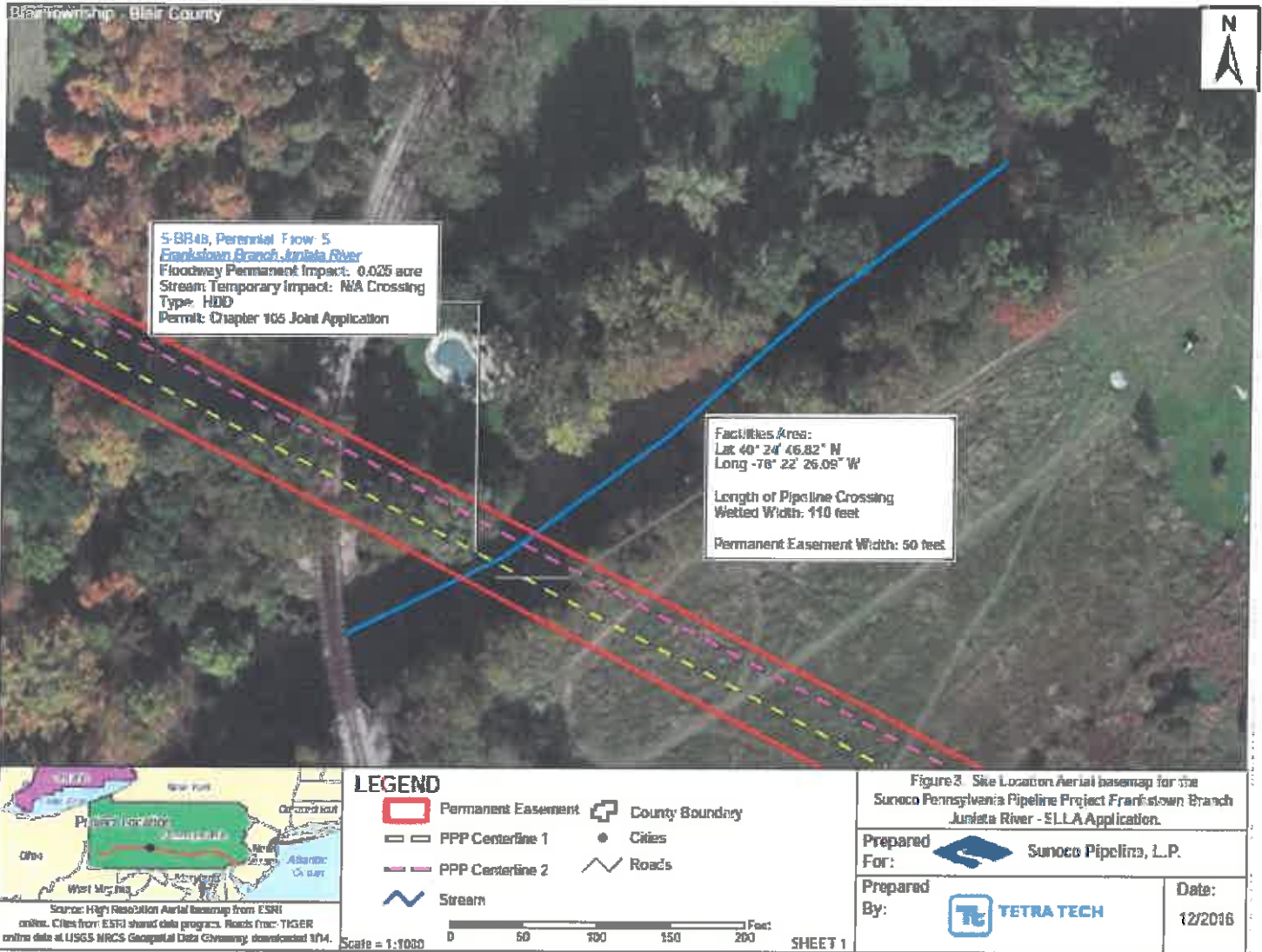
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E07-459

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E07-459

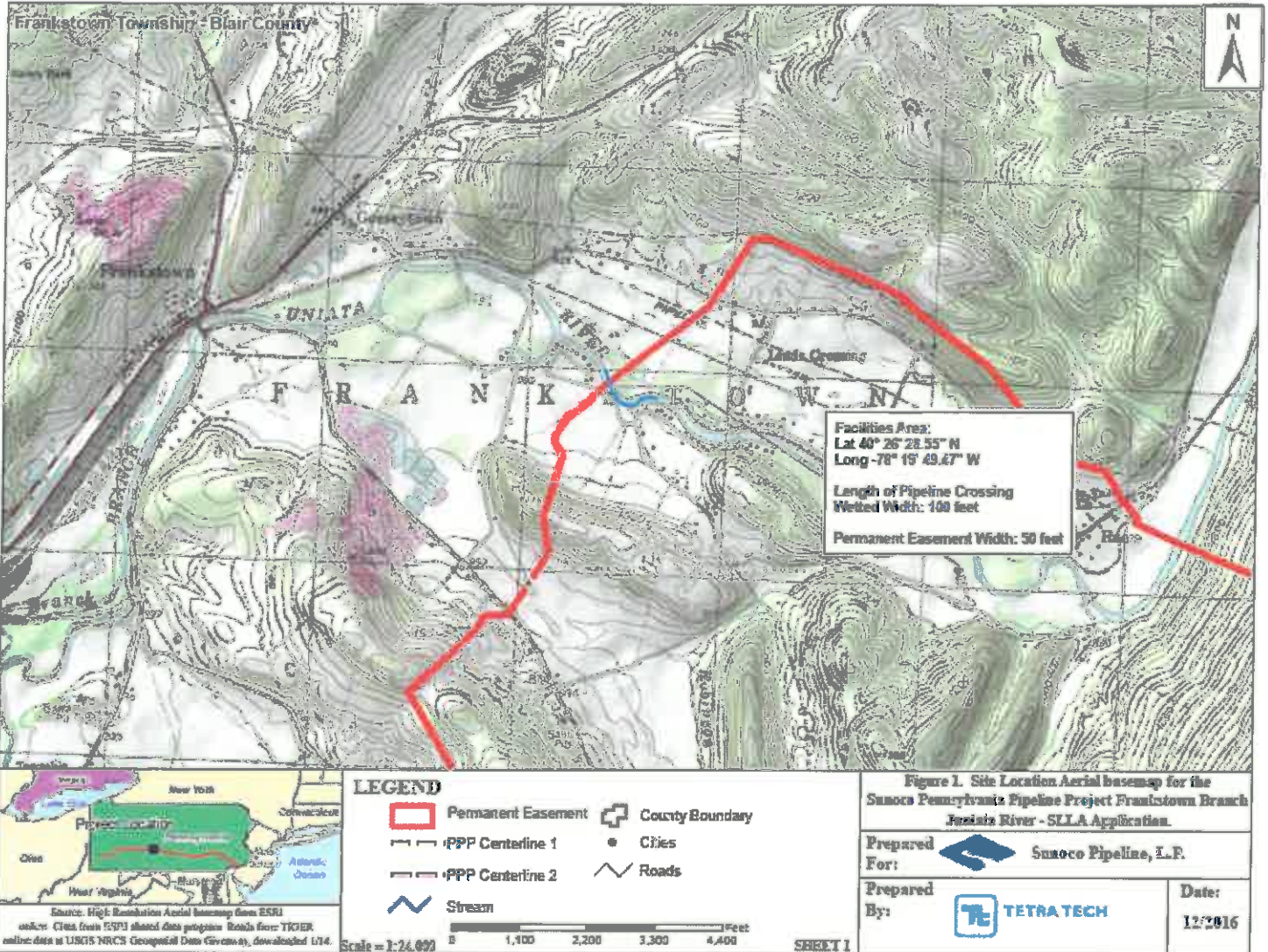
E07-459 Sunoco Pipeline, L.P. (SPLP) – Blair County

Crossing#2: Two (2) Parallel Natural Gas Liquid Pipelines under Frankstown Branch Juniata River

FACILITIES AREA B: – (SPLP ID #: S-L77) / Permanent Easement (100 feet x 50 feet ROW)

Containing a 20" and a 16" diameter pipeline

Latitude: 40° 26' 28.55" Longitude: -78° 19' 49.47" (40.441264, -78.330408)



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E07-459 Sunoco Pipeline, L.P. (SPLP) – Blair County
Crossing#2: Two (2) Parallel Natural Gas Liquid Pipelines under Frankstown Branch Juniata River
FACILITIES AREA B: – (SPLP ID #: S-L77) / Permanent Easement (100 feet x 50 feet ROW)
Containing a 20" and a 16" diameter pipeline
Latitude: 40° 26' 28.55" Longitude: -78° 19' 49.47" (40.441264, -78.330408)



E07-459

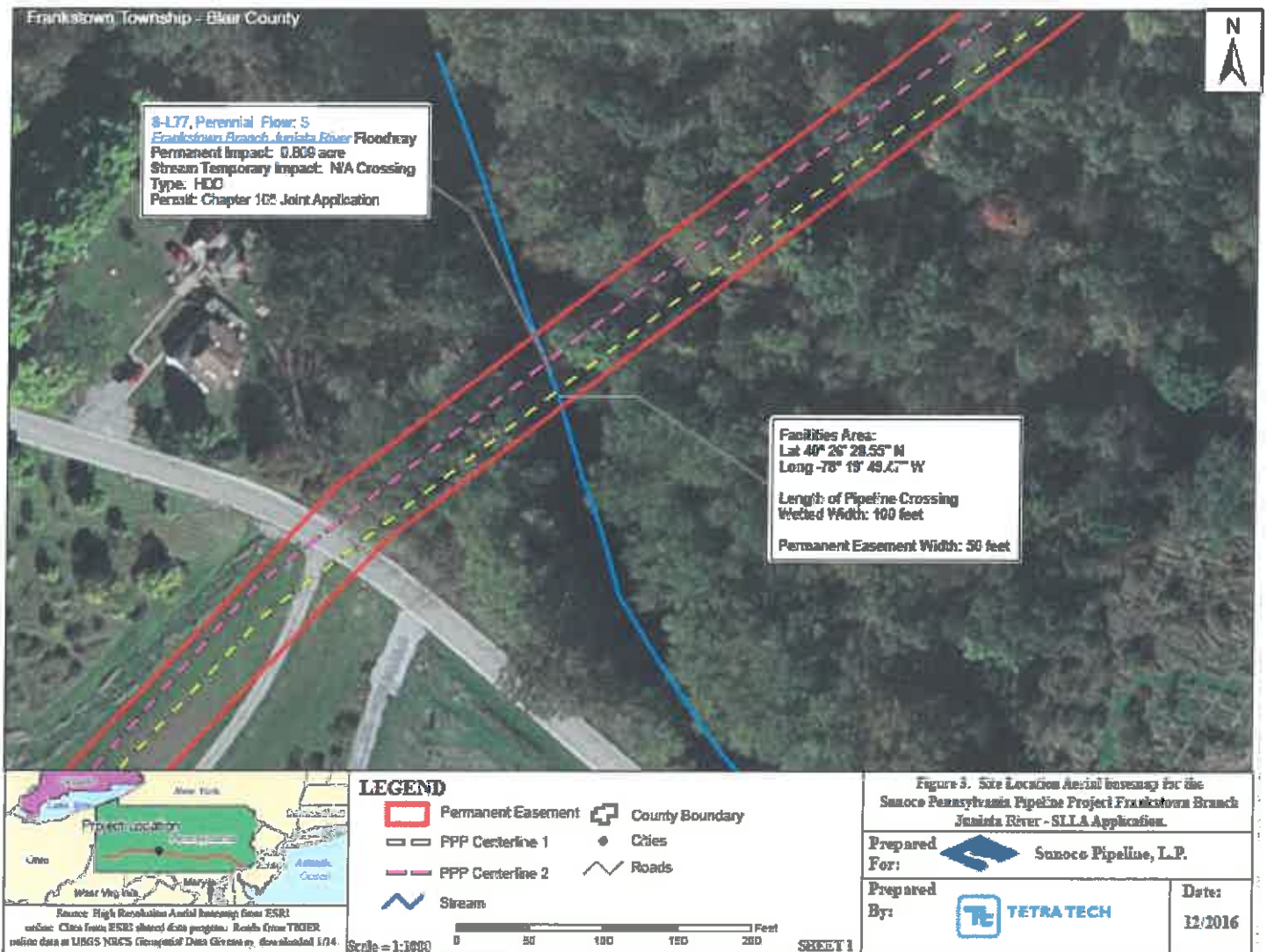
E07-459 Sunoco Pipeline, L.P. (SPLP) – Blair County

Crossing#2: Two (2) Parallel Natural Gas Liquid Pipelines under Frankstown Branch Juniata River

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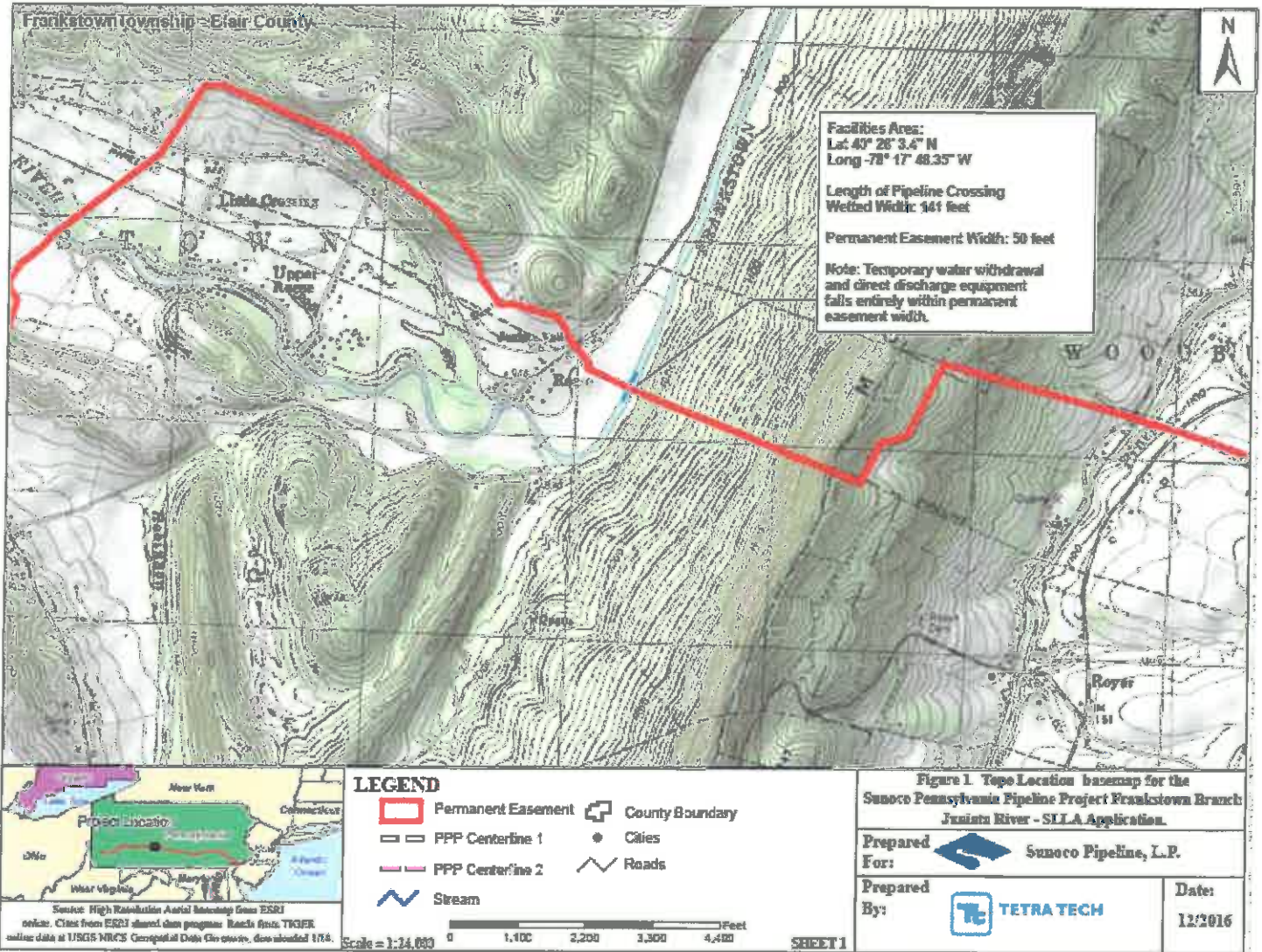
Containing a 20" and a 16" diameter pipeline

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E07-459

E07-459 Sunoco Pipeline, L.P. (SPLP) – Blair County
Crossing#3: Two (2) Parallel Natural Gas Liquid Pipelines under Frankstown Branch Juniata River
FACILITIES AREA C: – (SPLP ID #: S-M31) / Permanent Easement (141 feet x 50 feet ROW)
Containing a 20" and a 16" diameter pipeline
Latitude: 40° 26' 3.4" Longitude: -78° 17' 48.35" (40.43428, -78.296764)



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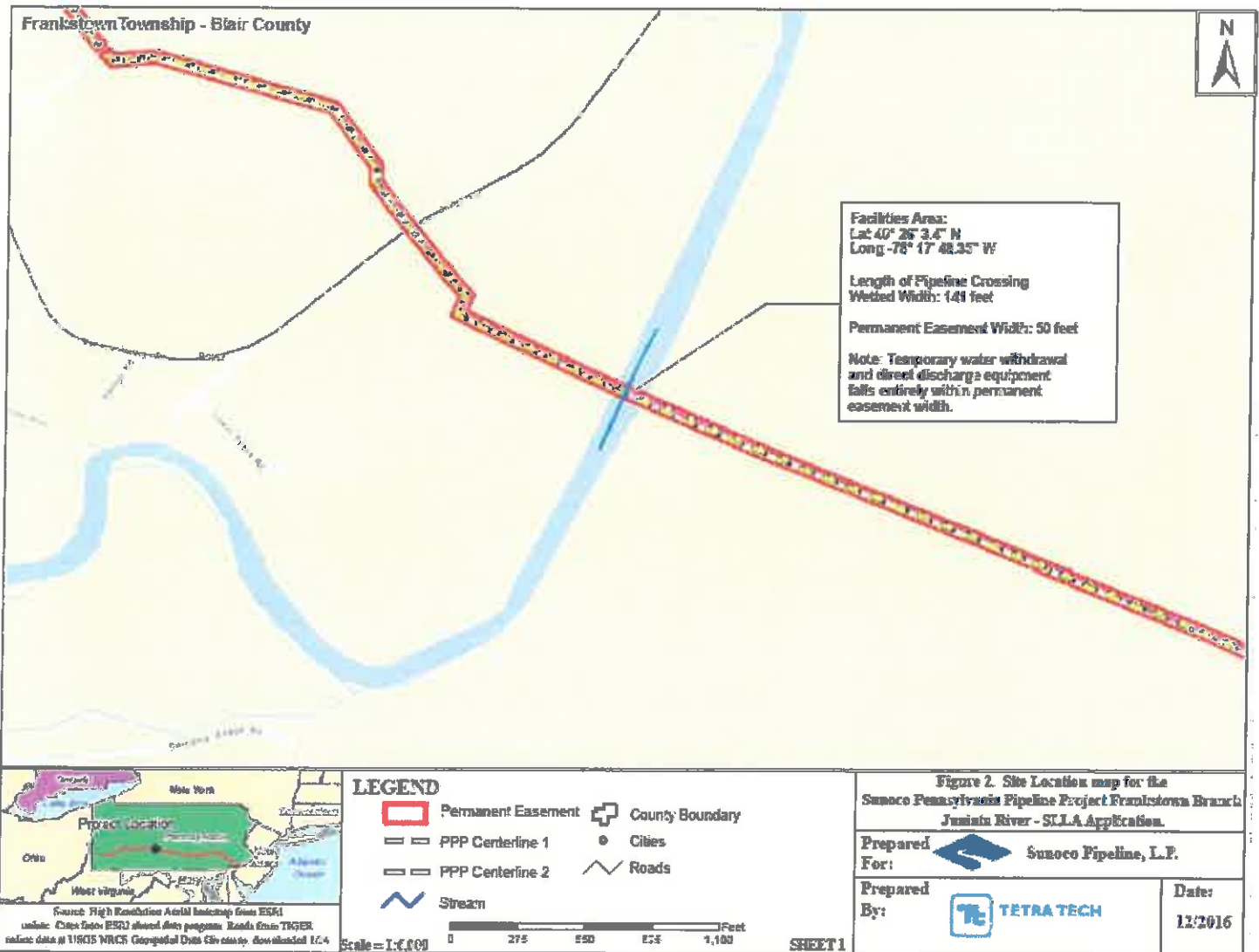
E07-459 Sunoco Pipeline, L.P. (SPLP) – Blair County

Crossing#3: Two (2) Parallel Natural Gas Liquid Pipelines under Frankstown Branch Juniata River

FACILITIES AREA C: – (SPLP ID #: S-M31) / Permanent Easement (141 feet x 50 feet ROW)

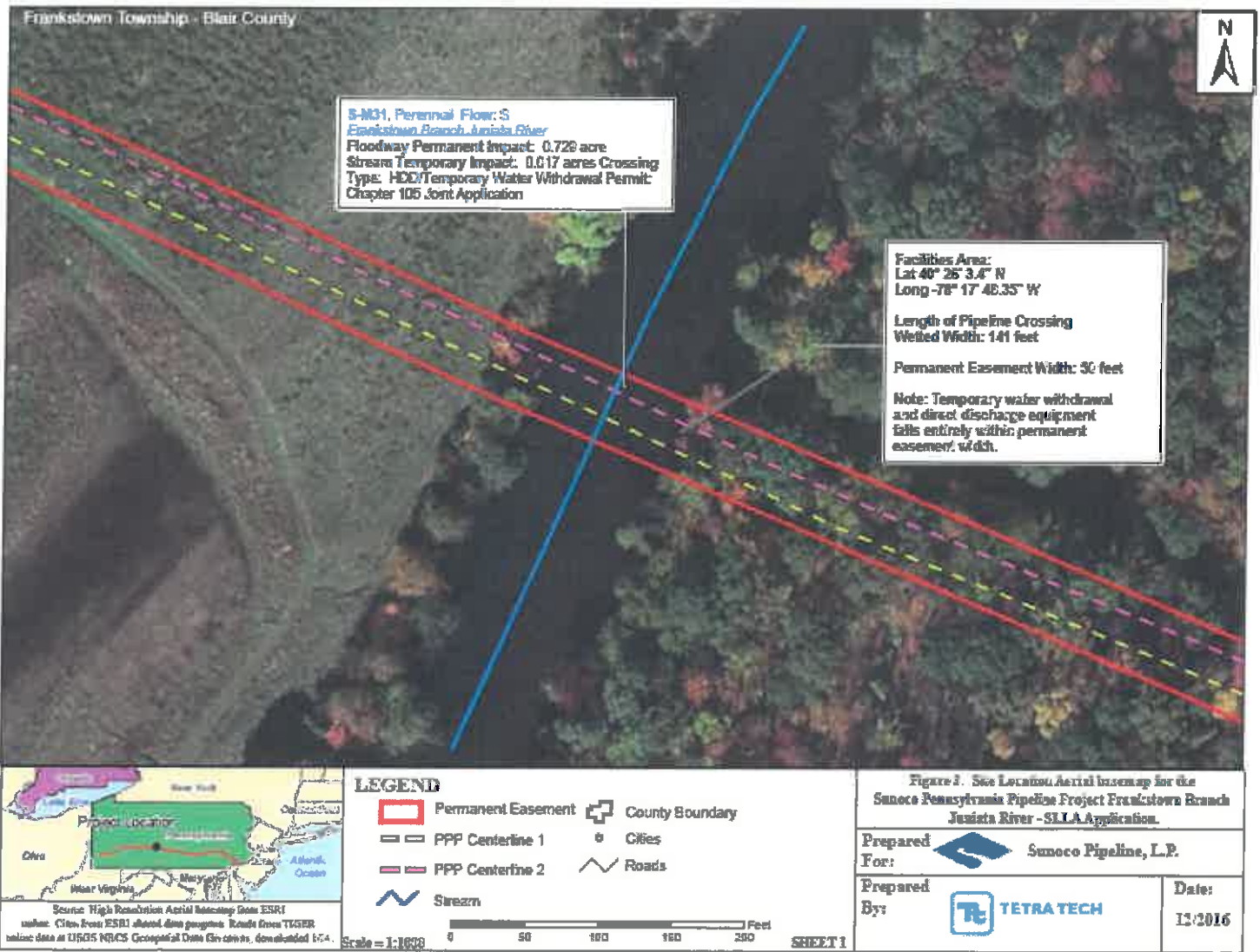
Containing a 20" and a 16" diameter pipeline

Latitude: 40° 26' 3.4" Longitude: -78° 17' 48.35" (40.43428, -78.296764)



E07-459

E07-459 Sunoco Pipeline, L.P. (SPLP) – Blair County
Crossing#3: Two (2) Parallel Natural Gas Liquid Pipelines under Frankstown Branch Juniata River
FACILITIES AREA C: – (SPLP ID #: S-M31) / Permanent Easement (141 feet x 50 feet ROW)
Containing a 20" and a 16" diameter pipeline
Latitude: 40° 26' 3.4" Longitude: -78° 17' 48.35" (40.43428, -78.296764)



E07-459

5. Should termination of this Agreement occur as of a date not falling on the first day of March, then the annual fee payable in advance for the remaining period or the sum refundable, as the case may be, shall be prorated in the ratio that the remaining period from the first day of March bears to a year.

6. If this Agreement is terminated by operation of this Agreement or by the Department, such termination shall be confirmed by letter from the Secretary of the Department or his designee to the Licensee at the address shown above, or if termination is by Licensee, by letter from Licensee to the Secretary of the Department, at his office in Harrisburg, Pennsylvania. The letter of termination shall be acknowledged and, if this Agreement is recorded, shall likewise be recorded in the County in which this Agreement is recorded.

7. This Agreement does not supersede or waive the provisions of any Federal or Commonwealth statute, regulation or permit relevant to Licensee's operation or maintenance of its facilities. Licensee, its successors and assigns, shall at all times during the existence of this Agreement comply with all statutes, regulations and permits relevant thereto.

8. Licensee shall at all times save harmless and defend the Commonwealth, its officers and employees, from and against all losses, damages, expenses, claims, demands, suits and actions arising out of, or caused in any manner by the use of Facilities Area by Licensee, and shall compensate the Commonwealth for any damage to it at any time resulting from the use of Facilities Area by Licensee; provided, however, that this paragraph shall not apply to or affect any claims, demands, suits or actions by or on behalf of officers, employees, servants or agents of the Commonwealth, or their dependents, based upon workmen's compensation or similar statutory benefits. The Department shall, at Licensee's expense, provide Licensee with such assistance as Licensee may reasonably request in writing in the defense of any claim, demand, suit or action which Licensee assumes hereunder.

9. Should Licensee default in the performance of any of the provisions of this Agreement, and such default continue or remain uncured, unsettled, unappealed or unstayed by a court of competent jurisdiction for six (6) months after receipt by Licensee of written notice from Department of such default, then this license shall terminate and be of no further effect; provided, however, that if Licensee has commenced substantially to cure said default within the six (6) month period and diligently continues such action to completion, this shall not be an event of default and Department may not terminate this license.

10. In the event this license terminates or is terminated by reason of any provision of this Agreement, or for any other reason, Licensee shall at its cost remove Licensee's facilities from Facilities Area within such time and in such manner as Department may reasonably direct. Should Licensee fail to remove all Licensee's facilities from Facilities Area within one (1) year after notice by Department to do so, Department may remove the same, and Licensee shall pay the costs of such removal. Notwithstanding anything to the contrary herein, Licensee shall have a period of one (1) year from the date of effective termination of the license within which to remove its facilities from the Facilities Area.

11. Licensee shall at all times perform under this Agreement in such manner as to minimize or prevent polluting the environment. Licensee shall be liable and responsible to the Commonwealth as provided by law for any pollution or other damage to any portion of the environment in or adjacent to Facilities Area which occurs as a result or consequence of Licensee's occupation and use thereof, irrespective of whether or not such pollution or damage be due to negligence or in the inherent nature of Licensee's operations, unless the pollution or damage is the proximate result or consequence of an independent intervening cause or of force majeure. The burden of proving such independent intervening cause or force majeure shall be on Licensee. Any action for civil damages on account of such pollution brought by Department against Licensee shall not bar Department from bringing other actions under the Clean Streams Law or other pertinent law, rule, or regulation of the Commonwealth. It is understood and agreed that it is not the intention herein to impose any greater duty upon Licensee than is otherwise provided by statutory and Common law.

12. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns, but shall not be assignable or transferable by Licensee without the prior written approval of the Department, which shall not be unreasonably withheld, except that Licensee shall, upon notice to the Commonwealth, have a right to assign or transfer this agreement to a parent, subsidiary or affiliate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SIGNATURES

ATTEST:

Valerie S. Mann
VALERIE S. MANN

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Douglas R. Hill for
CHIEF
DIVISION OF WETLANDS, ENCROACHMENTS
AND TRAINING
BUREAU OF WATERWAYS ENGINEERING
AND WETLANDS

Sunoco Pipeline, L.P.
Licensee's Business Name

(When Licensee is a corporation):

ATTEST:

(Signature) Secretary/Treasurer

By _____
(Signature) President/Vice-President

(Print Name & Title) Secretary/Treasurer

By _____
(Print Name & Title) President/Vice-President

(Corporate Seal)

(When a Licensee is an LLC):

(Signature) Witness

By _____
(Signature) Member/Manager

(Print Name & Title) Witness

By _____
(Print Name & Title) Member/Manager

