

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

|                           |   |   |
|---------------------------|---|---|
| Sunoco Pipeline, L.P.     | : | Violations of The Clean Streams Law           |
| 535 Fritztown Road        | : | and Chapters 93 and 102 of Title 25 of        |
| Sinking Springs, PA 19608 | : | the Pennsylvania Code, and the Dam Safety     |
|                           | : | and Encroachments Act and Chapter 105         |
|                           | : | of Title 25 of the Pennsylvania Code          |
|                           | : |   |
|                           | : | Pennsylvania Pipeline Project—Mariner East II |
|                           | : | E&S Permit No. ESCG0300015002                 |
|                           | : | WO&E Permit No. E38-194                       |
|                           | : |   |
|                           | : | West Cornwall Township, Lebanon County        |
|                           | : |   |
|                           | : | DEP File NOV 38 20 106                        |

**CONSENT ORDER AND AGREEMENT**

This Consent Order and Agreement is entered into this 12<sup>th</sup> day of February 2021, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), the Pennsylvania Fish and Boat Commission ("PFBC"), and Sunoco Pipeline, L.P. ("Sunoco").

The Department has found and determined the following:

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. §§ 691.1-691.1001 ("Clean Streams Law"); the Dam Safety and Encroachment Act, the Act of November 26, 1978 P.L. 1375, as amended, 32 P.S. §§ 693.1 et seq. ("Dam Safety and Encroachment Act"); 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 ("rules and regulations") promulgated thereunder.

B. The PFBC is the agency with the duty and authority to enforce the Pennsylvania Fish and Boat Code, the Act of October 16, 1980, P.L. 996, No. 175, 30 Pa. C.S. §101 et seq.; and the rules and regulations promulgated thereunder.

C. Sunoco Pipeline L.P. (“Sunoco”) is a foreign limited partnership doing business in Pennsylvania and maintains a mailing address of 535 Fritztown Road, Sinking Springs, PA 19608. Sunoco Logistics Partners Operations GP LLC is the general partner of Sunoco Pipeline, L.P. Joseph Colella is Senior Vice President for Sunoco Logistics Partners Operations GP LLC. Mr. Colella has been granted authority by Sunoco Logistics Partners Operations GP LLC to sign documents for Sunoco on behalf of the General Partner.

D. Sunoco owns and operates numerous pipelines in Pennsylvania used to transport petroleum and natural gas products. Sunoco has undertaken an effort to expand existing transportation systems for natural gas liquids in Pennsylvania, which is collectively referred to as the Pennsylvania Pipeline Project—Mariner East II (“PPP-ME2”). As part of PPP-ME2, Sunoco is conducting pipeline installation activities in Lebanon County, Pennsylvania.

E. Sunoco obtained Erosion and Sediment Control Permit, Permit Number ESG0300015002, and Water Obstruction and Encroachment Permit, Permit Number E38-194, to construct PPP-ME2 through Lebanon County. Both permits require Sunoco to follow their *Horizontal Directional Drilling Inadvertent Return Preparedness, Prevention, and Contingency Plan*, (“HDD IR PPC Plan”) that is part of the approved plans in the aforementioned permits to reduce, minimize, or eliminate a pollution event from their construction activities.

F. For purposes of this COA, the terms “Horizontal Directional Drilling”, “Inadvertent Return”, and “Loss of Circulation” shall be defined as follows:

1. Horizontal Directional Drilling (“HDD”) is any steerable trenchless method used for installation of an underground pipe in an arc along a prescribed path by using a surface launched drilling rig.
2. An Inadvertent Return (“IR”) is an unauthorized discharge of drilling fluids to the ground or surface waters, including wetlands, associated with HDD or other trenchless construction methodologies.

3. A Loss of Circulation (“LOC”) is a condition when HDD operations are in progress and drilling fluid circulation to the HDD endpoints is either lost from the annulus or is significantly diminished.

G. The work area for PPP-ME2 in Lebanon County, Pennsylvania includes the crossing of Snitz Creek with a 16-inch line at the North Zinns Mill Road/Snitz Creek HDD (HDD #S3-0101-16) in West Cornwall Township (“N. Zinns Mill HDD Site”).

H. The receiving water for the N. Zinns Mill HDD Site is Snitz Creek, a water of this Commonwealth. The fishery classification for Snitz Creek in 25 Pa. Code § 93.90 is Trout Stocking, Migratory Fishes (“TSF, MF”).

I. Snitz Creek is classified as a wild trout (natural reproduction) water by the Fish and Boat Commission. See

[http://www.fishandboat.com/Fish/PennsylvaniaFishes/Trout/Documents/trout\\_repro.pdf](http://www.fishandboat.com/Fish/PennsylvaniaFishes/Trout/Documents/trout_repro.pdf)

J. In May 2020, Sunoco commenced the pilot drill for the 16-inch line at the N. Zinns Mill HDD Site. Between May 21, 2020, and August 13, 2020, Sunoco did not notify the Department of thirty-two (32) losses of drilling fluid circulation that totaled 115,000 gallons at the N. Zinns Mill HDD Site and as more fully described in Exhibit A, attached.

K. Between September 17, 2020, and October 19, 2020, the Department received twelve (12) notices from Sunoco that IRs had occurred. As described in Exhibit A, nine of the IRs discharged into containment BMPs located within waters of the Commonwealth. Three of the IRs discharged into waters of the Commonwealth at the N. Zinns Mill HDD Site outside of containment.

L. On October 19, 2020, an IR event expressed itself at approximately 20 locations along Snitz Creek. Sunoco installed a sandbag dam and corrugated plastic pipe flume within Snitz Creek under the west side of SR 0072 bridge to a discharge point approximately 200-feet downstream at the N. Zinns Mill HDD Site to bypass flow of the creek around the area of Snitz Creek impacted by the IR. Sunoco did not obtain a permit or other approval from the Department to install a sandbag coffer dam or stream enclosure within Snitz Creek.

M. The drilling fluids that comprised the IRs described in Exhibit A constitute Industrial Waste.

N. Sunoco’s discharge of Industrial Waste to waters of the Commonwealth without a permit constitutes a violation of 25 Pa. Code § 92a.1(b) and Section 301 of the Clean Streams Law,

35 P.S. § 691.301, a nuisance under Section 401 of the Clean Streams Law, 35 P.S. § 691.401, and unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611.

O. Sunoco's conduct allowing the unauthorized discharge of Industrial Waste to waters of the Commonwealth, constitutes unlawful conduct under Section 18 of the Dam Safety and Encroachments Act, 32 P.S. § 693.18.

P. The corrugated plastic pipe, greater than one-hundred feet long placed into Snitz Creek is a stream enclosure as defined in 25 Pa. Code, Ch. 105.1. Pursuant to the Department's regulations, a sandbag coffer dam and/or the stream enclosure may not be installed without first obtaining appropriate permits. Sunoco's failure to obtain a permit or other approval from the Department prior to installing the sandbag coffer dam and flume within Snitz Creek constitutes a violation of 25 Pa. Code § 105.11.

Q. Sunoco's conduct of failure to comply with the HDD IR PPC Plan constitutes unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611 and Section 18 of the Dam Safety and Encroachments Act, 32 P.S. § 693.18.

R. The violations described in Paragraph N, O, P, and Q, above, constitute unlawful conduct under Sections 401 and 611 of the Clean Streams Law, 35 P.S. §§ 691.401 and 691.611; a statutory nuisance under Sections 401 and 601 of the Clean Streams Law, 35 P.S. §§ 691.401 and 691.601; and subject Sunoco to civil penalty liability under Section 605 of the Clean Streams Law, § 691.605. The violations in Paragraphs O, P, and Q, constitute unlawful conduct under Section 18 of the Dam Safety and Encroachments Act, 32 P.S. § 693.18, subject Sunoco to an order under Section 20 of the Dam Safety and Encroachments Act, 32 P.S. § 693.20, and subject Sunoco to civil penalty liability under Section 21 of the Dam Safety and Encroachments Act, 32 P.S. § 693.21.

S. Section 2502(a) of the Fish and Boat Code, 30 Pa.C.S.A. § 2502(a) states that "No person shall alter or disturb any stream, stream bed, fish habitat, water, or watershed in any manner that might cause damage to, or loss of, fish without the necessary permits". Sunoco disturbed the watershed and violated 30 Pa.C.S.A. § 2502(a), by installing a sandbag dam and corrugated plastic pipe flume within Snitz Creek without the necessary permits during the period from October 19, 2020 to October 21, 2020 as described in Paragraph L, above.

T. Section 2504(a)(2) of the Fish and Boat Code, 30 Pa.C.S.A. § 2504(a)(2) states that “[n]o person, regardless of intent shall; allow any substance, deleterious, destructive, or poisonous to fish, to be turned into or allowed to run, flow, wash or be emptied into any waters within or bordering on this Commonwealth.” Sunoco violated 30 Pa.C.S. § 2504(a)(2) by allowing drilling fluids, the discharge of which the Department classifies as Industrial Waste, to enter Snitz Creek, a Water of the Commonwealth that supports the natural reproduction of trout on October 19th, 2020, as described in Paragraph K, above.

U. The violations described in paragraph S. and T., above, subject Sunoco to a claim for civil damages, which the PFBC is authorized to pursue under Section 2506 of the Fish and Boat Code, 30 Pa.C.S. §2506.

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 Section 5 of the Clean Streams Law, 35 P.S. § 691.5; 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 L are true and correct and, in any matter or proceeding involving Sunoco, the Department, and the PFBC, 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.

a. On or before February 28, 2021, unless the Department approves a later date in writing, Sunoco shall submit a cleanup and restoration plan with a proposed implementation schedule for the N. Zinns Mill HDD Site (“Restoration Plan”) to the Department for review and approval to addresses all temporary and/or permanent impacts to Snitz Creek. The Restoration Plan shall include a detailed resource delineation and function assessment in the areas impacted by all previous IR events, as well as reference areas.

b. Upon receipt of written approval by the Department, Sunoco shall implement the Restoration Plan at Paragraph 3.a., above, in accordance with the implementation schedule set forth in the approved Restoration Plan, unless the Department extends that timeframe in writing.

c. Sunoco shall submit a revised restart report for the N. Zinns Mill HDD Site for Department review within 30 days of receipt of written comments and deficiencies from the Department. In addition to addressing any written comments and deficiencies from the Department previously received, Sunoco must fully evaluate, and revise as appropriate, the following items within the revised restart report:

i. The use of a stepped-ream approach using three HDD passes (pilot, intermediate, and final ream), rather than the two HDD passes currently proposed by Sunoco (pilot and final ream);

ii. The use of a shorter HDD under Snitz Creek, similar to the first HDD that was completed for the 20-inch pipeline. The advantages & disadvantages of installing a shorter HDD should be evaluated and considered even though a new HDD would require at least two passes through the area versus potentially only one more pass with the current HDD plan;

iii. The use of an open cut, conventional auger bore, direct pipe, and/or a combination of methods to install the 16-inch pipeline in this area rather than utilizing HDD;

iv. The use of wireless annular pressure monitoring devices during reaming of the HDD;

v. To aid in predicting potential IR locations and in locating additional relief wells, the use of downhole geophysics, i.e., optical and/or acoustic televiwers, for each relief well to be drilled to perform an overall evaluation and statistical analysis of the orientations of the bedrock bedding planes and fracture sets and to complete a deviation analysis of those relief wells to quantify the deviation from true vertical orientation of each relief well.

vi. A description of the process Sunoco will employ to maintain head levels in the relief wells at levels lower than the creek elevation;

vii. A description for how an IR event in the bypassed stream segment, "dry channel", shall be handled, including stopping the HDD, containment of the IR event, notification to DEP and other agencies identified in the April 2018 IR PPC plan, clean-up, submission of red-lined plans, and re-commencement of the HDD.

viii. A description of the process that Sunoco will utilize to measure/calculate the drilling fluid used during active HDD operations on the shorter of 1-hour or 1-rod intervals. The process description should include:

a. Identification of a qualified team or individual(s) dedicated to performing this specific task, to ensure the consistency of all measurements and calculations performed;

b. How calculated drilling fluid volumes will be assessed for significant losses of drilling fluid circulation in real-time; and

c. Identification of the names and qualifications of the team or individual that will be dedicated to measure and calculate the drilling fluid usage and report losses of drilling fluid to the Department if available. In the alternative, Sunoco confirms that it will provide that information at least two weeks prior to resuming HDD operations at the Site, when authorized to restart under paragraph 3.d., below.

d. Sunoco shall not resume HDD activities at the N. Zinns Mill HDD Site until the Department provides written approval of the restart report.

e. Sunoco will contact all private water supplies within 450 feet of the HDD profile prior to restart of any HDD operations and offer each well owner the following:

i. connection to a temporary water supply such as a water buffalo or bottled water delivery;

ii. updated contact information to provide daily communications to well owners during HDD operations; and

iii. to collect water supply samples, before, during, and after the HDD, at Sunoco's expense.

f. Sunoco shall provide documentation to the Department to confirm that all private well supply owners within 450 feet of the HDD profile were contacted prior to the restart of HDD operations. For each water supply sample collected before, during or after the

HDD, Sunoco shall supply those sample results to the Department within five (5) days after they are received by Sunoco.

g. As described in 3.c.v., above, as Sunoco conducts the downhole geophysics evaluation for each relief well drilled, Sunoco shall provide the results of its evaluation and statistical analysis of the orientations of the bedrock bedding planes and fracture sets and its deviation analysis for that relief well to the Department within 24 hours of Sunoco's completion of those evaluations and analyses.

h. After restart of HDD operations, Sunoco shall provide the Department with copies of the daily mud/drilling fluid calculation logs, and the daily data recorded in a table form on or before 12:00 p.m. of the next day. Daily drilling fluid usage logs and entries on the fluid tracking table should account for fluid in the entire system (i.e. borehole, return pits, relief wells, drill string, and the rest of the fluid handling system). Sunoco should also provide a brief narrative which described the reason for any discrepancies. Copies of the daily mud/drilling fluid calculations logs should be emailed directly to Ronald C. Eberts, Jr. at [reberts@pa.gov](mailto:reberts@pa.gov).

i. After restart of HDD operations, Sunoco shall provide the Department with the daily Professional Geologist ("PG") reports on or before 12:00 p.m. of the next day. Copies of the daily PG reports should be emailed directly to Ronald C. Eberts, Jr. at [reberts@pa.gov](mailto:reberts@pa.gov).

j. In the event the Department determines that additional information, revisions, modifications, or amendments are necessary, or that modifications to work required by this Consent Order and Agreement are required, within ten business days after receipt of written notice, Sunoco shall submit to the Department such information, revisions, modifications, or amendments, or complete the modified work, unless an alternative timeframe is approved by the Department in writing.

4. Civil Penalty Settlement. Sunoco consents to the assessment of a civil penalty of FOUR HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$497,000.00) which shall be paid in full within ten (10) business days of execution of this COA by all parties. This payment is in settlement of the Department's claim for civil penalties for the violations set forth in Paragraph N. through Paragraph R., above, covering the period from May 21, 2020 to October 20, 2020. The payment shall be made by corporate check or the like made payable to the "Commonwealth of Pennsylvania." Four hundred ninety thousand two hundred dollars



(\$490,200.00) shall be placed in the Clean Water Fund. The remaining six thousand eight hundred dollars (\$6,800.00) will be placed in the Dams and Encroachment Fund. Payment shall be sent c/o Ronald C. Eberts, Jr., DEP Waterways and Wetlands Program, 909 Elmerton Avenue, Harrisburg, PA 17110-8200.

5. Civil Damages Settlement.

In resolution of the PFBC's claim for civil damages, which the PFBC is authorized to pursue under Section 2506 of the Fish and Boat Code, 30 Pa. C.S. §2506, the PFBC hereby accepts civil damages in the amount of TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$25,855.00), which Sunoco hereby agrees to pay in full within ten (10) business days of execution of this COA by all parties. This payment is in settlement of the PFBC's claim for civil damages for the violations set forth in paragraphs S and T, above. Payment of the PFBC assessment of (\$25,855.00) shall be by corporate check, or the like, made payable to the "**Pennsylvania Fish and Boat Commission,**" and sent c/o Ronald C. Eberts, Jr., Environmental Protection Compliance Specialist, DEP-SCRO Waterways and Wetlands Program, 909 Elmerton Avenue, Harrisburg, PA 17110-8200

6. 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 \$1,000.00 per day for each violation.

b. For each IR event that discharges to Snitz Creek outside of Department approved containment BMP structures during the HDD operations at the Snitz Creek HDD Site after the effective date of this Consent Order and Agreement, Sunoco shall pay a civil penalty in the amount of \$10,000.00 per day for each day or part thereof.

c. For each IR event that discharges to Snitz Creek inside of Department approved containment BMP structures during the HDD operations at the Snitz Creek HDD Site after the effective date of this Consent Order and Agreement, Sunoco shall pay a civil penalty in the amount of \$5,000.00 per day for each day or part thereof.

d. For each unreported LOC that occurs during the HDD operations at the Snitz Creek HDD Site after the effective date of this Consent Order and Agreement,

Sunoco shall pay a civil penalty in the amount of \$10,000.00 per day for each unreported LOC.

e. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month and shall be forwarded as described in Paragraph 4 (Civil Penalties) above.

f. Any payment under this paragraph shall neither waive the 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 violations of this Consent Order and Agreement for which the payment is made.

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

7. Additional Remedies.

a. In the event Sunoco fails to comply with any provision of this Consent Order and Agreement, the Department and the PFBC 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 6 (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 by the Department for the violation for which the stipulated penalty is paid.

8. 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.

9. Liability of Operator. Sunoco shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officer's agents, employees, or contractors. Except as provided in Paragraph 10(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.

10. 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 the Site or any part thereof.

b. If Sunoco intends to transfer any legal or equitable interest in the Site which 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 Regional Office of the Department and the PFBC 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 the Site. Sunoco waives any right that it may have to challenge the Department's decision in this regard.

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

Ronald C. Eberts, Jr.  
Waterways and Wetlands Program  
909 Elmerton Avenue  
Harrisburg, PA 17110  
[reberts@pa.gov](mailto:reberts@pa.gov)

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

Nick Bryan  
Sunoco Pipeline, L.P.  
101 West Third Street  
Third Floor  
Williamsport, PA 17701  
[Nick.Bryan@EnergyTransfer.com](mailto:Nick.Bryan@EnergyTransfer.com)

Sunoco shall notify the Department and the PFBC whenever there is a change in the contact person's name, title, or address. 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.

13. 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, the 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

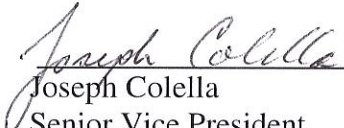
19. Decisions Under Consent Order. Except for any Department approval or rejection of any plan as provided in Paragraph 3., any decision which the Department makes under the provisions of this Consent Order and Agreement, including a notice that stipulated civil penalties are due, is intended to be neither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

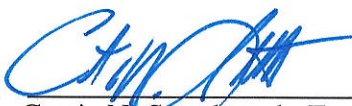
20. Termination. The obligations of paragraphs 5 and 9 shall terminate when the Department determines that Sunoco has complied with the requirements of paragraph 3 and 4, above, and paid any stipulated penalties due under paragraph 5, above.

21. 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.


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 the PFBC; 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. (Signature by Sunoco's attorney certifies only that the agreement has been signed after consulting with counsel.)

FOR SUNOCO PIPELINE, L.P.:

 Feb 8, 2021  
Joseph Colella Date  
Senior Vice President


 2/9/21  
Curtis N. Stambaugh, Esq. Date  
Attorney for Sunoco Pipeline, L.P.

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

 2/12/21  
Scott R. Williamson Date  
Environmental Program Manager

 2/12/21  
Nels J. Taber Date  
Senior Litigation Counsel

FOR THE PENNSYLVANIA FISH AND BOAT COMMISSION:

 2/12/21  
Anthony J. Quarracino, Jr. Date  
PFBC SCRO Captain