

BOARD OF SUPERVISORS  
EAST GOSHEN TOWNSHIP  
CHESTER COUNTY  
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

FILE

October 28, 2015

Pennsylvania Department of Environmental Protection  
2 East Main Street  
Norristown, Pa 19401

Re: Sunoco Pipeline, L.P. (SPLP)  
Pennsylvania Pipeline Project

To Whom It May Concern:

I am in receipt of the notice that Sunoco Pipeline intends to apply for an ESCGP-2 Permit and I have the following comments.

All of the E&S Plans are marked "Draft". Will be we provided with a copy and provided an opportunity to comment on the final E&S Plans.

Sheet ES-0.03 states "Need Stream and Wetland Table". When will this be provided?

Sheet ES-6.56 the municipal boundary between East Goshen and West Goshen is not shown on plan.

Sheet ES-6.57 the municipal boundary between East Goshen and West Goshen is not shown on plan. The proposed access goes thru a retention basin.

On Sheet ES-6.68 the municipal boundary between East Goshen and Westtown is incorrect. I requested that it be corrected and also requested a copy of Sheet ES-6.69 so that I have a complete submission for East Goshen Township. To date I have not received the corrected Sheet ES-6.68 or Sheet ES-6.69. (attached)

Notice of Intent

Page 5 2- Riparian Buffer Information – Section D makes reference to Attachment 2 in the E&S Plan. The E&S Plan I received did not include an Attachment 2

Page 6 Site Restoration Plan Information – Verification report was not included

Page 7 2- Riparian Buffer Information – Section D makes reference to Attachment 2 in the E&S Plan. The E&S Plan I received did not include an Attachment 2

Page 10 1-Post Construction Stormwater Management Plan Information – Verification report was not included

Page 11 2- Riparian Buffer Information – Section D makes reference to Attachment 2 in the E&S Plan. The E&S Plan I received did not include an Attachment 2

Page 12 I received multiple copies of page 12 and 13. Not sure where the Exton Junction, Boot Road, Walnut Bank, Glen Mills and West Baltimore Pike Watersheds are located. Project is located in the Chester Creek and Ridley Creek Watersheds in East Goshen Township. Need correct watershed pages.

Page 15 PCSM/Site Restoration Plan – Sunoco states that “the pipeline right of way will be restored to a meadow condition at original contours to maintain the preconstruction drainage patterns.” Yet the easement agreement I received from Sunoco gives them the right to change slopes. If they are issued an ESCGP-2 Permit will they be required to restore the right of way to its original contours? (attached)

Page 16 Compliance Review - We have not received the formal application. Please provide use with a copy of the Notices of Violations.

Attachment 3 – A significant portion of the project is located in the Ridley Creek Watershed which is not listed on Table 3.

Please call me at 610-692-7171 or e-mail me at [rsmith@eastgoshen.org](mailto:rsmith@eastgoshen.org) if you have any questions.

Sincerely,



Louis F. Smith, Jr  
Township Manager

Cc: Robert F. Simcik, P.E.

FILE

**Rick Smith**

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**From:** Rick Smith <rsmith@eastgoshen.org>  
**Sent:** Thursday, August 27, 2015 10:07 AM  
**To:** 'Robert.Simcik@tetrattech.com'  
**Subject:** Project 1121C05958  
**Attachments:** PennDOT\_SecondClassTownshipMap\_18x24.pdf

Robert

I received you letter and accompanying plans today.

Two minor comments

Sheet ES-6.68 shows the municipal boundary between East Goshen and Westtown crossing North Chester Road at Williams Way.

This is incorrect. It actually crosses further south at Manley Road. See attached Penn DOT Map.

Accordingly I need Sheet ES-6-69. A e-mailed PDF is fine.

Thanks

Rick Smith  
Township Manger  
East Goshen Township

establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.

2. Grantee shall bury the Pipelines to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth.

3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project:

4. The consideration paid by Grantee in this Easement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining Property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipelines and related facilities. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on the Easements. The initial consideration does not cover any damages which may accrue after initial construction of the Pipelines to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines, or any other damages incurred from time to time as hereinafter more specifically set forth, including damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's) livestock if such loss, injury or death is due to Grantee's exercise of any right under this Easement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

5. Grantee shall have the right of entry, access, ingress and egress in, to, through, on, over, under and across the land of Grantor for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by this Easement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

6. Grantee will, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easements and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the Property of Grantor from soil erosion resulting from construction of the Pipelines.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty-five (45) degrees to Grantee's Pipelines over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipelines and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by