

**COMMONWEALTH OF PENNSYLVANIA** : **IN THE COURT OF COMMON PLEAS**  
 : **DAUPHIN COUNTY, PENNSYLVANIA**  
 v. : **--- CRIMINAL DIVISION ---**  
 :  
 :  
 **SUNOCO PIPELINE L.P.** : **NO. CP-22-CR-0002685-2022A**

**INFORMATION**

The Attorney General of the Commonwealth of Pennsylvania, by this Information, hereby charges the above-named Defendant did commit the following offenses in Lebanon, Allegheny, Washington, Westmoreland, Indiana, Cambria, Blair, Huntingdon, Juniata, Perry, Cumberland, York, Dauphin, Lancaster, Berks, Chester, and Delaware Counties, Pennsylvania, on or about February 13, 2017 through August 5, 2021:

**COUNT 1: UNLAWFUL CONDUCT**  
**35 P.S. §691.611 (M2)**

The defendant, Sunoco Pipeline L.P., did fail to comply with any rule or regulation of the department or fail to comply with any order or permit or license of the department, violated any of the provisions of this act or rules and regulations adopted hereunder, or any order or permit or license of the department, caused air or water pollution, or hindered, obstructed, prevented or interfered with the department or its personnel in the performance of any duty hereunder or violated the provisions of 18 Pa.C.S. section 4903 or 4904. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did knowingly hinder the department by failing to report environmental incidents on numerous occasions between February 13, 2017, and May 28, 2021. Said offenses occurred at the Piney Creek HDD in Woodbury Township, Blair County and/or Reservoir Road/Everett RR HDD in Blair Township, Blair County and/or Joanna Road HDD in Caernarvon Township, Berks County and/or William Penn Avenue HDD and/or Goldfinch Lane HDD in Jackson Township, Cambria County and/or Spinner Road HDD in Munster Township, Cambria County and/or I-81 HDD in Middlesex

Township, Cumberland County and/or Marsh Creek Lake HDD in Upper Uwchlan Township, Chester County and/or Lisa Drive HDD in West Whiteland Township, Chester County and/or Glen Riddle HDD in Middletown Township, Delaware County and/or Raystown Lake HDD in Penn Township, Huntingdon County and/or Blacklog Creek HDD in Shirley Township, Huntingdon County and/or Buff-Pitt Highway HDD in Burrell Township, Indiana County and/or Linden Creek Road HDD and/or Linden Road HDD in North Strabane Township, Washington County and/or SR88/Wheeling & Lake Erie Railroad HDD in Union Township, Washington County and/or Old William Penn Highway HDD in Murrysville, Westmoreland County and/or I-76 HDD in Hempfield Township, Westmoreland County and/or Norfolk Southern Railroad HDD in Jeanette, Westmoreland County and/or Loyalhanna Lake HDD in Loyalhanna Township, Westmoreland County and/or Snitz Creek/Zinns Mill Road HDD in West Cornwall Township, Lebanon County.

**COUNT 2: UNLAWFUL CONDUCT**  
**35 P.S. §691.611 (M2)**

The defendant, Sunoco Pipeline L.P., did fail to comply with any rule or regulation of the department or fail to comply with any order or permit or license of the department, violated any of the provisions of this act or rules and regulations adopted hereunder, or any order or permit or license of the department, caused air or water pollution, or hindered, obstructed, prevented or interfered with the department or its personnel in the performance of any duty hereunder or violated the provisions of 18 Pa.C.S. section 4903 or 4904. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently violate Pennsylvania rules and regulations, including Title 25, § 78a.68a (f), by using unapproved drilling fluid additives on multiple occasions between February 13, 2017, and May 28, 2021. Said offense occurred at the North Zinns Mill Road HDD, located in West Cornwall Township, Lebanon County and/or one or more of the following locations: Allegheny, Washington,

Westmoreland, Indiana, Cambria, Blair, Huntingdon, Juniata, Perry, Cumberland, York, Dauphin, Lancaster, Berks, Chester, and/or Delaware Counties.

**COUNT 3: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Piney Creek HDD in Woodbury Township and/or Reservoir Road/Everett RR HDD in Blair Township, Blair County.

**COUNT 4: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Joanna Road HDD in Caernarvon Township, Berks County.

**COUNT 5: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the William Penn Avenue HDD and/or the Goldfinch Lane HDD in Jackson Township and/or Spinner Road HDD in Munster Township, Cambria County.

**COUNT 6: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the I-81 HDD in Middlesex Township, Cumberland County.

**COUNT 7: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the

Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Marsh Creek Lake HDD in Upper Uwchlan Township, and/or Lisa Drive HDD and/or a guided auger bore in West Whiteland Township, Chester County.

**COUNT 8: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Glen Riddle HDD in Middletown Township, Delaware County.

**COUNT 9: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste,

into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Raystown Lake HDD in Penn Township and/or Blacklog Creek HDD in Shirley Township, Huntingdon County.

**COUNT 10: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Buff-Pitt Highway HDD in Burrell Township, Indiana County.

**COUNT 11: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Linden Creek Road HDD and/or Linden Road HDD in North Strabane Township and/or SR88/Wheeling & Lake Erie Railroad HDD in Union Township, Washington County.

**COUNT 12: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Old William Penn Highway HDD in Murrysville and/or I-76 HDD in Hempfield Township and/or Norfolk Southern Railroad HDD in Jeanette and/or Loyalhanna Lake HDD in Loyalhanna Township, Westmoreland County.

**COUNT 13: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into waters of the commonwealth on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred at the Snitz Creek/Zinns Mill Road HDD in West Cornwall Township, Lebanon County.

**COUNT 14: PROHIBITIONS AGAINST DISCHARGE OF INDUSTRIAL WASTES  
35 P.S. §691.301 (M2)**

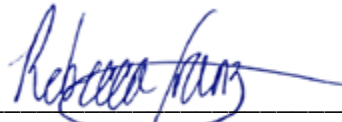
The defendant, Sunoco Pipeline L.P., did place, or permitted to be placed, or discharged or permitted to flow, or continued to discharge or permit to flow, into any waters of the

Commonwealth any industrial wastes. To wit: During the construction of the Mariner East 2 pipeline, the defendant, Sunoco Pipeline L.P. did negligently discharge, permit to flow or continue to discharge or permit to flow, drilling fluid and/or flowable fill, an industrial waste, into private water supplies on numerous occasions between February 13, 2017, and August 5, 2021. Said offenses occurred in one or more of the following locations: Allegheny, Washington, Westmoreland, Indiana, Cambria, Blair, Huntingdon, Juniata, Perry, Cumberland, York, Dauphin, Lebanon, Lancaster, Berks, Chester and/or Delaware Counties.

ALL OF WHICH is against the Act of Assembly and the peace and dignity of the Commonwealth of Pennsylvania.

**JOSH SHAPIRO**  
Attorney General

By:



**REBECCA FRANZ**  
Chief Deputy Attorney General  
Environmental Crimes Section





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL  
HARRISBURG, PA 17120

16TH FLOOR  
STRAWBERRY SQUARE  
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(717) 787-3391

JOSHUA D. SHAPIRO  
ATTORNEY GENERAL

October 15, 2018

Rebecca S. Franz  
Chief Deputy Attorney General  
Environmental Crimes Section  
Office of Attorney General  
16<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120

Dear Ms. Franz:

Pursuant to Sections 201(c) and 205(d) of the Commonwealth Attorneys Act, 71 P.S. §§ 732-201(c) and 732-205(d), and Section 8931(i) of the Judicial Code, 42 Pa. C.S. § 8931(i), you are hereby designated to act for the Attorney General of Pennsylvania and authorized to sign criminal informations on behalf of the Attorney General in all cases within the prosecutorial jurisdiction of the Attorney General.

A copy of this authorization should be filed with the appropriate Clerk of Court prior to the filing of informations.

Very truly yours,

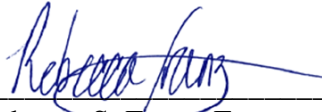
A handwritten signature in black ink, appearing to read "Josh Shapiro", with a long horizontal flourish extending to the right.

Josh Shapiro  
Attorney General



**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and trial Courts* that require filing of confidential information and documents differently than non-confidential information and documents.



Rebecca S. Franz, Esq.  
Attorney ID # 93365  
Office of the Attorney General  
16<sup>th</sup> Floor Strawberry Square  
Harrisburg, Pa. 17120  
(717) 787-6346

Date: July 18, 2022

**COURT OF COMMON PLEAS OF DAUPHIN COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA

vs.

NO. CP-22-CR-2685-2022 A

SUNOCO PIPELINE L.P.

**NOLO CONTENDERE PLEA AGREEMENT AND COLLOQUY OF DEFENDANT**

1. I ASSERT THAT I, Sankar R. Devarpiran, HAVE AUTHORITY TO ENTER THIS PLEA ON BEHALF OF THE DEFENDANT, SUNOCO PIPELINE L.P. (hereinafter “Defendant”) Attached to this Plea Agreement and Colloquy is a certificate from the Secretary of the Board authorizing me to enter a nolo contendere plea on behalf of Sunoco Pipeline L.P. (Exhibit A)
2. Defendant INTENDS TO PLEAD NOLO CONTENDERE to the following criminal offense(s):

<b>Ct</b>	<b>Offense</b>	<b>Gr</b>	<b>OGS</b>	<b>Mit</b>	<b>Stand</b>	<b>Agg</b>
1	Unlawful Conduct 35 PS §691.611—Failure to Notify DEP	M2	1	RS	RS	3
2	Unlawful Conduct 35 PS §691.611—Use of unapproved additives	M2	1	RS	RS	3
3	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Blair Co	M2	1	RS	RS	3
4	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Berks Co	M2	1	RS	RS	3
5	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Cambria Co	M2	1	RS	RS	3
6	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Cumberland Co	M2	1	RS	RS	3
7	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Chester Co	M2	1	RS	RS	3
8	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Delaware Co	M2	1	RS	RS	3
9	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Huntingdon Co	M2	1	RS	RS	3
10	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Indiana Co	M2	1	RS	RS	3
11	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Washington Co	M2	1	RS	RS	3

12	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Westmoreland Co	M2	1	RS	RS	3
13	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Inadvertent returns in Lebanon Co	M2	1	RS	RS	3
14	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—contamination of private drinking water supplies	M2	1	RS	RS	3

\*Sentence ranges based on PRS of 0

3. THE MAXIMUM PENALTIES FOR THE ASSOCIATED ENVIRONMENTAL CRIMES ARE AS FOLLOWS:

Offense	Gr	Max. Jail	Max. Fine
Clean Streams Law violations	M2	TWO (2) YRS	\$25,000.00

4. FACTUAL BASIS FOR NOLO CONTENDERE PLEA. Defendant understands all of the elements of each offense listed above and does not contest that the Commonwealth can prove the following at trial:

The Mariner East 2 Pipeline project crosses 17 counties in the southern tier of Pennsylvania. Sunoco Pipeline L.P. received permits for this project in February, 2017. The permits included approvals for multiple locations of the pipeline to be installed by horizontal directional drilling as the construction method.

Once work began, Sunoco Pipeline L.P. experienced repeated losses of returns of drilling mud, an industrial waste, to the subsurface. The project also resulted in numerous inadvertent returns of drilling mud that surfaced in fields, backyards, streams, lakes and wetlands. Sunoco Pipeline L.P. failed to report certain losses of return of drilling fluid to the Pennsylvania Department of Environmental Protection at certain times, as required by the PADEP permits and associated plans. Said failure hindered the Department in the performance of its duties. At certain locations the horizontal directional drilling process also impacted certain drinking water wells located in proximity to the pipeline construction workspace.

There were multiple locations, along the construction project where the drilling fluid that was used contained unapproved additives, in violation of the regulations governing such activity. PADEP sought civil enforcement for some of this conduct previously.

The above-described conduct occurred in the following counties: Blair, Berks, Cambria, Chester, Cumberland, Delaware, Huntingdon, Indiana, Washington, Westmoreland and Lebanon.

5. TERMS OF THIS NOLO CONTENDERE PLEA AGREEMENT. The Commonwealth and the Defendant agree that all the terms and conditions in consideration of this nolo contendere plea are set forth below:

The Defendant will pay a fine of \$35,000.00 to the Clean Water Fund at the Pennsylvania Department of Environmental Protection.  
The Defendant (as part of this case and the ETC Northeast Pipeline, LLC case at 2684-2022) will establish a fund and set aside \$442,500.00 to create and operate a Homeowner Well Water Supply Grievance Program.  
The Defendant (as part of this case and the ETC Northeast Pipeline, LLC case at 2684-2022) will pay \$10 million to support water quality improvement projects along the pipeline route.  
The Defendant will agree to adhere to the parameters of the Grievance Program, which is attached to this plea agreement as Exhibit B.

6. THE MAXIMUM POSSIBLE SENTENCE.

The maximum sentence for a corporate entity would be a fine of \$350,000.00.

7. THE MANDATORY MINIMUM SENTENCE. Defendant realizes that the following mandatory minimum sentence applies in this case:

A fine of not less than \$35,000.00.

8. THINGS THAT COULD AUTOMATICALLY INCREASE DEFENDANT'S SENTENCE. Defendant realizes that there may be increases to Defendant's sentence because a weapon was possessed or used, or because of the age of the victim, or the location of Defendant's crime as follows:

Not applicable

9. THE SENTENCING COURT IS NOT BOUND BY ANY TERM AS TO SENTENCE CONTAINED IN THIS AGREEMENT. Defendant acknowledges that any terms related to a sentence set forth in paragraph 4 above are not binding on the Court and Defendant has not been guaranteed a specific sentence in exchange for this plea. The Court retains the power to decide Defendant's sentence.

10. THE RIGHTS DEFENDANT GIVES UP BY ENTERING A PLEA OF NOLO CONTENDERE. Defendant understands that the law presumes it innocent and requires proof beyond a reasonable doubt to convict it of any crime. Defendant understands that by entering a nolo contendere plea, the company will be convicted of the charges and will be presumed guilty of those charges beyond a reasonable doubt. Furthermore, Defendant acknowledges the additional rights it possesses which are listed below, and give them up as part of Defendant's plea.

- To have a trial by jury of 12 people from the community, or by a judge alone.
  - To participate in the selection of a jury, and to challenge any juror for cause, and exercise any peremptory challenges that Defendant is entitled to.
  - To require the Commonwealth to prove Defendant's guilt beyond a reasonable doubt as to each and every element of the offenses charged. To cross-examine Commonwealth witnesses, to compel any witness to testify on Defendant's behalf, to justify itself or choose to remain silent at trial. If Defendant remains silent, the judge would tell the jury they cannot infer guilt because of it.
  - To have Defendant's attorney file and litigate pre-trial motions as necessary, including those challenging illegal evidence, or seeking dismissal of the case on legal grounds, or to challenge anything that may have been improper in the investigation and prosecution of Defendant's case by the Commonwealth.
11. **OTHER IMPORTANT CONSEQUENCES OF DEFENDANT'S NOLO CONTENDERE PLEA.** Defendant understands that by pleading nolo contendere Defendant will be convicted of crime(s) and there may be some collateral consequences of this criminal conviction. Collateral consequences include the ability of the prosecution to hold this conviction against Defendant in the future if Defendant is charged with other crimes. The consequences also include but are not limited to the loss or restriction of a professional license and ineligibility for public funds. Lawmakers may in the future add further collateral consequences to criminal conviction that we have no way to predict now.
12. **DEFENDANT KNOWS WHAT IT IS DOING AND IT IS VOLUNTARY.** Defendant is not mentally disabled or under the influence of any drugs or alcohol. Defendant is not suffering from any disability which affects its own free will, and is free of duress. Defendant is giving up its rights knowingly, voluntarily and intelligently.
13. **DEFENDANT'S APPEAL RIGHTS ARE LIMITED AFTER A PLEA.** Defendant retains the right to contest only the following things on appeal after Defendant is sentenced:
- a. Jurisdiction of the Court;
  - b. Legality of the sentence; and/or
  - c. Validity of this plea, including claims involving my constitutional right to effective counsel.
14. **DEFENDANT HAS CONFERRED WITH ITS ATTORNEY BEFORE THIS PLEA.** Defendant has had an opportunity to discuss this plea agreement with its attorney, with whom it is satisfied.
15. **THE COURT CAN REFUSE TO ACCEPT THE PROPOSED PLEA.** Defendant understands that the Court is not required to accept this plea agreement. If it does not, then the proposed plea does not become final and Defendant retains its rights to a trial.

**NOLO CONTENDERE PLEA**

DEFENDANT SWEARS AND AFFIRMS THAT IT HAS READ THIS DOCUMENT IN ITS ENTIRETY OR HAD IT EXPLAINED TO DEFENDANT, UNDERSTANDS IT COMPLETELY, AND BELIEVES THIS PLEA IS IN DEFENDANT’S BEST INTEREST.

BY SIGNATURE BELOW DEFENDANT ENTERS A NOLO CONTENDERE PLEA TO THE OFFENSE(S) SPECIFIED IN PARAGRAPH 1 OF THIS PLEA COLLOQUY FORM, WHICH IS FINAL WHEN ACCEPTED BY THE COURT.

Defendant’s Signature

Date

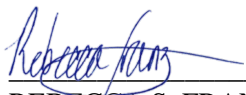
DEFENSE ATTORNEY CERTIFICATION. I certify with this Defendant that: (1) I have explained this plea agreement and the Defendant’s rights to the Defendant; (2) he/she wishes to plead nolo contendere; (3) I have discussed the facts and the law of this case with the Defendant; and (4) I believe the Defendant understands the consequences of pleading nolo contendere.

Attorney for Defendant: \_\_\_\_\_

Date

Mark Rush  
K & L Gates LLP

Approved by: JENNIFER SELBER  
Executive Deputy Attorney General  
Criminal Division  
Commonwealth of Pennsylvania

BY:  \_\_\_\_\_  
REBECCA S. FRANZ  
Chief Deputy Attorney General

Date July 27, 2022



# EXHIBIT A

# EXHIBIT B

## **Mariner East and Revolution Fund and Fines**

### **Establishment of Fund**

Sunoco Pipeline LP (Sunoco) shall pay \$442,500 to establish a fund directly for the creation and operation of a Homeowner Well Water Supply Grievance Program<sup>1</sup> (the “Grievance Program”).

### **Fines**

In addition to the fund, Sunoco shall pay a fine of \$57,500 to the Clean Water Fund pursuant to the Clean Streams Law. The \$57,500 shall consist of the payment of \$2,500 for each of the 14 counts related to Mariner and 9 counts related to Revolution as set forth in the plea agreement.

### **Homeowner Well Water Supply Grievance Program**

The Office of the Attorney General (OAG) shall establish a Homeowner Well Water Supply Grievance Program. Procedures for the program are outlined below.

### **Purpose and Scope of Grievance Program**

The purpose of the Grievance Program shall be to provide Qualified Homeowners (defined below) or Additional Homeowner Complainants (defined below) the services of a Designated Professional Geologist (PG) in order to evaluate potential water quality impacts from the construction of the Mariner East 2 pipeline (ME2) and offer approved mechanisms for restoring or replacing the impacted private water supply. The PG will determine whether Sunoco’s construction of ME2 impacted the homeowner’s water supply which shall mean an adverse impact to the quality or quantity of the water supply in the water supply well. If an impact has occurred, the PG will issue a report with approved mechanisms to restore or replace the impacted private water supply. The PG report shall be issued to the Qualified Homeowner or Additional Homeowner Complainant as applicable, the OAG, Sunoco and to the Pennsylvania Department of Environmental Protection (DEP). Appeals processes for both the homeowner and Sunoco are defined below.

### **Qualified Homeowners**

Qualified Homeowners are those who assert that their water supply has been impacted by the construction of the Mariner East 2 Pipeline<sup>2</sup> in response to receipt of the Grievance Program Notification Letter (Notification Letter) from the OAG and have submitted a complaint to the OAG no later than two (2) weeks following Sunoco’s nolo contendere plea and sentencing, which will occur on the same day. Qualified Homeowners shall not include any homeowner who previously settled with Sunoco, is in litigation with Sunoco or has retained counsel and is currently and actively negotiating a claim with Sunoco.

<sup>1</sup> Should the fund need additional monies to cover all complaint investigations, the Office of Attorney General may, at its discretion, utilize money from the separate fund that will be instituted to support water quality improvement projects.

<sup>2</sup> The designated Professional Geologists will serve as the arbiter of whether any homeowner’s complaint falls within the appropriate criteria to warrant further analysis.

### **Designated Professional Geologist**

The OAG and Sunoco will agree to three (3) professional geologists who will serve as Designated Professional Geologists (PG). The PG's will have the requisite professional skills and experience to perform the evaluations and render the Report on whether Sunoco's construction of ME2 has impacted the homeowner's water supply and what mechanisms are approved to restore or replace the impacted private water supply.

### **Grievance Procedure for Qualified Homeowners**

1. The OAG will send the Notification Letter to every owner of a private water supply on the list previously provided<sup>3</sup>. If the homeowner asserts that its private well has been impacted by construction of ME2, the homeowner must submit a complaint to the OAG with their name, address, and basis for a complaint related to the construction of the Mariner East 2 pipeline no later than two (2) weeks following Sunoco's nolo contendere plea and sentencing, which will occur on the same day. The homeowner may also provide copies of complaints previously made to DEP and include any prior correspondence with DEP and/or Sunoco regarding the claim. Sunoco will cooperate and provide any reasonable information regarding construction activities in the vicinity of the homeowner to the PG.
2. The PG shall review all complaints to determine if additional testing and analysis is needed in order to render a decision on the complaint. If the PG determines that no additional testing is needed, Sunoco will have no further obligations to that Qualified Homeowner under this agreement. The costs incurred by the PG to make this initial determination, as negotiated by the OAG, shall be paid for by the established fund.
3. If further testing is recommended by the PG, the Qualified Homeowner may select, in their sole discretion, one of the other two (2) Designated Professional Geologists to analyze their water supply and issue a Report (Report) as to whether the construction of ME2 impacted the Qualified Homeowner's water supply and what mechanisms are approved to restore or replace the impacted private water supply. The costs incurred by the PG, as negotiated by the OAG, shall be paid for by the established fund.
4. Upon issuance of the Report by the PG, if the Qualified Homeowner or Sunoco disagrees with the conclusion of the Report, the Qualified Homeowner or Sunoco can appeal that decision to the remaining PG. That PG shall review the Report and either confirm or reverse the conclusion in the Report. The costs incurred by the PG, as negotiated by the OAG, shall be paid by the established fund. The decision of the second PG shall be final and binding on all parties within the scope of the Grievance procedure, solely on the issue of whether Sunoco's construction of ME-2 impacted the private water supply, but is not binding with respect to the PG's approved mechanisms for restoring or

<sup>3</sup> See the ME2 Well Line List Tracker.

replacing the impacted water supply. The PG's final decision regarding approved mechanisms for restoring or replacing the impacted private water supply will be handled pursuant to the procedures set forth in paragraph 6 below.

5. If the final decision is that there was no impact due to construction of the Mariner East 2 pipeline, Sunoco shall have no further obligations to that Qualified Homeowner under this agreement.
6. If the final decision is that an impact attributable to Sunoco occurred, that final binding decision and the PG's non-binding recommendation for approved mechanisms to restore private water supply will be sent to DEP. Sunoco is obligated to restore or replace the impacted private water supply in quantity and quality for the purposes served by the supply pursuant to applicable laws and regulations and Sunoco's Chapter 105 permits for ME-2. The cost of restoration or replacement of the impacted water supply will be solely borne by Sunoco and will not be withdrawn from the \$442,500 fund. The mechanism to restore or replace the water supply will be submitted to DEP for approval. DEP's approval or denial of the mechanism to restore or replace the water supply may be appealed by the Qualified Homeowner or Sunoco to the Pennsylvania Environmental Hearing Board (EHB). All parties retain all rights and defenses during this process. Nothing in this Grievance Procedure prevents a Qualified Homeowner and Sunoco from agreeing to the mechanism for restoring or replacing the impacted private water supply prior to DEP rendering a final decision or during an appeal to the EHB.

### **Grievance Procedures for Additional Homeowner Complainants**

1. The Grievance Procedure above applies only to Qualified Homeowners.
2. In the event a homeowner who is not a Qualified Homeowner ("Additional Homeowner Complainants") makes a claim to the OAG that their private water supply has been impacted by Sunoco's construction of ME-2 no later than two (2) weeks following Sunoco's nolo contendere plea and sentencing, which will occur on the same day, the OAG can use the Designated Professional Geologists to evaluate these claims. Additional Homeowner Complainants must provide the OAG with the same information regarding their claim that is required of Qualified Homeowner's in paragraph 1 above. The costs incurred by the PG, as negotiated by the OAG, shall be paid for by the established fund.
3. Sunoco shall not be bound by any decision by the Designated Professional Geologist regarding a claim made by Additional Homeowner Complainants, and Sunoco reserves all rights to challenge any such decision, including but not limited to in an appeal before the EHB.

### **Scope Limitation**

The Grievance Program shall not establish any rights, procedures, causes of action against Sunoco beyond the limited procedures established herein. Further, Qualified Homeowner's cannot use Sunoco's agreement herein to restore or replace the impacted water supply as evidence in any subsequent proceeding.

### **Termination**

The Homeowner Well Water Supply Grievance Program will terminate once payment is made to the Clean Water Fund and all reports have been issued. At that time, any remaining balance of the fund can be used for water quality improvement projects in watersheds where the Mariner East 2 pipeline construction occurred.

**COMMONWEALTH OF PENNSYLVANIA** : **IN THE COURT OF COMMON PLEAS**  
 : **DAUPHIN COUNTY, PENNSYLVANIA**  
 v. : **--- CRIMINAL DIVISION ---**  
 :  
 :  
 **ETC NORTHEAST PIPELINE LLC** : **NO. CP-22-CR-0002684-2022**

**INFORMATION**

The Attorney General of the Commonwealth of Pennsylvania, by this Information, hereby charges the above-named Defendant did commit the following offenses in Beaver County, Pennsylvania, on or about January 22, 2018 through September 10, 2018:

**COUNT 1: PROHIBITIONS OF DISCHARGES OF INDUSTRIAL WASTES**  
**35 P.S. §691.301 (M2)**

The defendant, ETC Northeast Pipeline, LLC, did put or place into any of the waters of the Commonwealth, or allow or permit to be discharged from property owned or occupied by such person or municipality into any of the waters of the Commonwealth, any industrial waste. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant did fail to implement effective erosion and sediment control devices, which did allow industrial waste in the form of stockpiled soil to overwhelm erosion control devices and enter waters of the commonwealth at: station #1494+79-1497, station #1215+00, station # 1631+00-1643, station #1807+75-1809 and station #1116. Known respectively as; Hwy 151, Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 2: PROHIBITION OF OTHER POLLUTANTS**  
**35 P.S. §691.401 (M2)**

The defendant, ETC Northeast Pipeline, LLC, did put or place into any of the waters of the Commonwealth, or allow or permit to be discharged from property owned or occupied by such

person or municipality into any of the waters of the Commonwealth, any substance of any kind or character resulting in pollution as herein defined. Any such discharge is hereby declared to be a nuisance. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant did allow pollution in the form of stockpiled soil to overwhelm erosion control devices and enter waters of the commonwealth at: station #1494+79-1497, station #1215+00, station # 1631+00-1643,station #1807+75-1809 and station #1116. Known respectively as; Hwy 151, Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 3: POTENTIAL POLLUTION**  
**35 P.S. §691.402(B) (M2)**

The defendant, ETC Northeast Pipeline, LLC, did conduct activities related to erosion and sedimentation control without a permit, or contrary to the terms and condition of a permit, or conducted activity contrary to the rules and regulations of the department or conducted an activity contrary to an order issued by the department. This activity is declared to be a nuisance. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant failed to construct and implement erosion and sedimentation control devices as they were detailed in their permit, thereby allowing the potential for pollution to enter waters of the Commonwealth, which was a violation of their permit at: station #1494+79-1497, station #1215+00, station # 1631+00-1643,station #1807+75-1809 and station #1116. Known respectively as; Hwy 151,Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 4: UNLAWFUL CONDUCT**  
**35 P.S. §691.611 (M2)**

The defendant, ETC Northeast Pipeline, LLC, did fail to comply with any rule or regulation of the department, or fail to comply with any order or permit or license of the department, to violate any of the provisions of this act or rules and regulations adopted hereunder, or any order or



permit or license of the department, to cause air or water pollution, or to hinder, obstruct, prevent or interfere with the department or its personnel in the performance of any duty hereunder. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant did violate its Chapter 102 permit and/or conditions contained therein by failing to implement erosion and sedimentation control devices as stated in the permit at: station #1494+79-1497, station #1215+00, station # 1631+00-1643, station #1807+75-1809 and station #1116. Known respectively as; Hwy 151, Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 5: PROHIBITIONS OF DISCHARGES OF INDUSTRIAL WASTES**  
**35 P.S. §691.301 (M2)**

The defendant, ETC Northeast Pipeline, LLC, did put or place into any of the waters of the Commonwealth, or allow or permit to be discharged from property owned or occupied by such person or municipality into any of the waters of the Commonwealth, any industrial waste. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant did fail to implement temporary stabilization of disturbed earth, which did allow industrial waste in the form of stockpiled soil to overwhelm erosion control devices and enter waters of the commonwealth at: station #1494+79-1497, station #1215+00, station # 1631+00-1643, station #1807+75-1809 and station #1116. Known respectively as; Hwy 151, Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 6: PROHIBITIONS OF OTHER POLLUTANTS**  
**35 P.S. §691.401 (M2)**

The defendant, ETC Northeast Pipeline, LLC, did put or place into any of the waters of the Commonwealth, or allow or permit to be discharged from property owned or occupied by such person or municipality into any of the waters of the Commonwealth, any substance of any kind

or character resulting in pollution as herein defined. Any such discharge is hereby declared to be a nuisance. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant did fail to implement temporary stabilization of disturbed earth, which allowed pollution to enter waters of the Commonwealth at: station #1494+79-1497, station #1215+00, station # 1631+00-1643,station #1807+75-1809 and station #1116. Known respectively as; Hwy 151, Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 7: POTENTIAL POLLUTION**  
**35 P.S. §691.402(B) (M2)**

The defendant, ETC Northeast Pipeline, LLC, did conduct activities related to erosion and sedimentation control without a permit, or contrary to the terms and condition of a permit, or conducted activity contrary to the rules and regulations of the department or conducted an activity contrary to an order issued by the department. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant failed to temporarily stabilize disturbed earth and potentially allowing pollution to enter waters of the Commonwealth, which was a violation of its Chapter 102 permit at: station #1494+79-1497, station #1215+00, station # 1631+00-1643,station #1807+75-1809 and station #1116. Known respectively as; Hwy 151,Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 8: UNLAWFUL CONDUCT**  
**35 P.S. §691.611 (M2)**

The defendant, ETC Northeast Pipeline, LLC, did fail to comply with any rule or regulation of the department, or fail to comply with any order or permit or license of the department, to violate any of the provisions of this act or rules and regulations adopted hereunder, or any order or permit or license of the department, to cause air or water pollution, or to hinder, obstruct, prevent

or interfere with the department or its personnel in the performance of any duty hereunder. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant did violate its Chapter 102 permit and/or conditions contained therein by failing to temporarily stabilize disturbed earth at: station #1494+79-1497, station #1215+00, station # 1631+00-1643,station #1807+75-1809 and station #1116. Known respectively as; Hwy 151,Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

**COUNT 9: UNLAWFUL CONDUCT  
35 P.S. §691.611 (M2)**

The defendant, ETC Northeast Pipeline, LLC, did fail to comply with any rule or regulation of the department, or fail to comply with any order or permit or license of the department, to violate any of the provisions of this act or rules and regulations adopted hereunder, or any order or permit or license of the department, to cause air or water pollution, or to hinder, obstruct, prevent or interfere with the department or its personnel in the performance of any duty hereunder. To wit: on one or more occasion between January 22, 2018 and September 10, 2018, the defendant did fail to follow the terms and conditions of its Chapter 102 permit at: station #1494+79-1497, station #1215+00, station # 1631+00-1643,station #1807+75-1809 and station #1116. Known respectively as; Hwy 151,Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, Beaver County, Pennsylvania.

ALL OF WHICH is against the Act of Assembly and the peace and dignity of the Commonwealth of Pennsylvania.

**JOSH SHAPIRO**  
Attorney General

By:

  
\_\_\_\_\_  
**REBECCA FRANZ**  
Chief Deputy Attorney General

## Environmental Crimes Section



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL  
HARRISBURG, PA 17120

16TH FLOOR  
STRAWBERRY SQUARE  
HARRISBURG, PA 17120  
(717) 787-3391

JOSHUA D. SHAPIRO  
ATTORNEY GENERAL

October 15, 2018

Rebecca S. Franz  
Chief Deputy Attorney General  
Environmental Crimes Section  
Office of Attorney General  
16<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120

Dear Ms. Franz:

Pursuant to Sections 201(c) and 205(d) of the Commonwealth Attorneys Act, 71 P.S. §§ 732-201(c) and 732-205(d), and Section 8931(i) of the Judicial Code, 42 Pa. C.S. § 8931(i), you are hereby designated to act for the Attorney General of Pennsylvania and authorized to sign criminal informations on behalf of the Attorney General in all cases within the prosecutorial jurisdiction of the Attorney General.

A copy of this authorization should be filed with the appropriate Clerk of Court prior to the filing of informations.

Very truly yours,

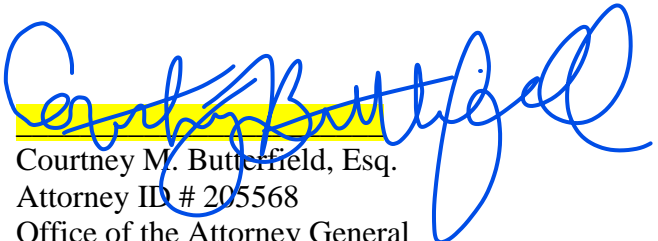
A handwritten signature in black ink, appearing to read "Josh Shapiro".

Josh Shapiro  
Attorney General



**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and trial Courts* that require filing of confidential information and documents differently than non-confidential information and documents.



Courtney M. Butterfield, Esq.  
Attorney ID # 205568  
Office of the Attorney General  
1251 Waterfront Place – Mezzanine  
Pittsburgh, PA, 15222  
(717) 614-5549

Date: July 18, 2022

**COURT OF COMMON PLEAS OF DAUPHIN COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA

vs.

NO. CP-22-CR-2684-2022

ETC NORTHEAST PIPELINE, LLC

**NOLO CONTENDERE PLEA AGREEMENT AND COLLOQUY OF DEFENDANT**

1. I ASSERT THAT I, Sankar R. Devarpiran, HAVE AUTHORITY TO ENTER THIS PLEA ON BEHALF OF THE DEFENDANT, ETC NORTHEAST PIPELINE, LLC (hereinafter “Defendant”). Attached to this Plea Agreement and Colloquy is a certificate from the Secretary of the Board authorizing me to enter a nolo contendere plea on behalf of ETC NORTHEAST PIPELINE, LLC (Exhibit A)
  
2. DEFENDANT INTENDS TO PLEAD NOLO CONTENDERE to the following criminal offense(s):

<b>Ct</b>	<b>Offense</b>	<b>Gr</b>	<b>OGS</b>	<b>Mit</b>	<b>Stand</b>	<b>Agg</b>
1	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301--Failure to Maintain Effective Erosion and Sediment Control Devices	M2	1	RS	RS	3
2	Prohibition Against Other Pollution 35 PS §691.401-- Failure to Maintain Effective Erosion and Sediment Control Devices	M2	1	RS	RS	3
3	Potential Pollution 35 PS §691.402(B)-- Failure to Maintain Effective Erosion and Sediment Control Devices	M2	1	RS	RS	3
4	Unlawful Conduct 35 PS §691.611-- Failure to Maintain Effective Erosion and Sediment Control Devices	M2	1	RS	RS	3
5	Prohibition Against Discharge of Industrial Wastes 35 PS §691.301—Failure to Provide Temporary Stabilization	M2	1	RS	RS	3
6	Prohibition Against Other Pollution 35 PS §691.401-- Failure to Provide Temporary Stabilization	M2	1	RS	RS	3
7	Potential Pollution 35 PS §691.402(B)-- Failure to Provide Temporary Stabilization	M2	1	RS	RS	3
8	Unlawful Conduct 35 PS §691.611--Failure to Provide Temporary Stabilization	M2	1	RS	RS	3
9	Unlawful Conduct 35 PS §691.611—Failure to Follow Permit	M2	1	RS	RS	3

\*Sentence ranges based on PRS of 0



3. THE MAXIMUM PENALTIES FOR THE ASSOCIATED ENVIRONMENTAL CRIMES ARE AS FOLLOWS:

Offense	Gr	Max. Jail	Max. Fine
Clean Streams Law violations	M2	TWO (2) YRS	\$25,000.00

4. FACTUAL BASIS FOR NOLO CONTENDERE PLEA. Defendant understands all of the elements of each offense listed above and does not contest that the Commonwealth can prove the following at trial:

Between the dates of January 22, 2018, and September 10, 2018, ETC Northeast Pipeline, LLC was in the process of constructing the Revolution Pipeline. The Revolution Pipeline is a 42.5 mile pipeline that starts in Butler County, Pennsylvania, and is routed through Beaver and Allegheny counties. The pipeline connects to a gas processing plant in Washington County, Pennsylvania. The pipeline route often traversed steep and unstable slopes adjacent to tributaries of the Commonwealth. During pipeline construction, ETC Northeast Pipeline, LLC failed to implement or maintain effective erosion and sediment control devices; failed to provide temporary stabilization upon temporary cessation of earth disturbance activities; and failed to follow the terms and conditions of their earth disturbance permit. The failure to implement and/or maintain these controls contributed to soil movements at multiple locations along the course of the pipeline, often times allowing the soil and sediment to reach tributaries below, namely Raccoon Creek. Among the soil movement locations were Hwy 151, Penny Hollow Road, Backbone Road, Clinton Frankfurt Road, and the Rosati tract, where a landslide occurred on September 10, 2018, and caused the pipeline to separate and ignite. This rupture and ignition ultimately destroyed over two acres of mature trees, a home, a barn and multiple vehicles. PADEP sought civil enforcement for much of this conduct previously.

5. TERMS OF THIS NOLO CONTENDERE PLEA AGREEMENT. The Commonwealth and the Defendant agree that all the terms and conditions in consideration of this nolo contendere plea are set forth below:

The Defendant will pay a fine of \$22,500.00 to the Clean Water Fund at the Pennsylvania Department of Environmental Protection.

The Defendant (as part of this case and the Sunoco Pipeline L.P. case at 2685-2022) will establish a fund and set aside \$442,500.00 to create and operate a Homeowner Well Water Supply Grievance Program.

The Defendant (as part of this case and the Sunoco Pipeline L.P. case at 2685-2022) will pay \$10 million to support water quality improvement projects along the pipeline route.

The Defendant will agree to adhere to the parameters of the Grievance Program, which is attached to this plea agreement as Exhibit B.

6. THE MAXIMUM POSSIBLE SENTENCE.

The maximum sentence for a corporate entity would be a fine of \$225,000.

7. THE MANDATORY MINIMUM SENTENCE. Defendant realizes that the following mandatory minimum sentence applies in this case:

A fine of not less than \$22,500.00.

8. THINGS THAT COULD AUTOMATICALLY INCREASE MY SENTENCE. Defendant realizes that there may be increases to Defendant's sentence because a weapon was possessed or used, or because of the age of the victim, or the location of Defendant's crime as follows:

Not applicable

9. THE SENTENCING COURT IS NOT BOUND BY ANY TERM AS TO SENTENCE CONTAINED IN THIS AGREEMENT. Defendant acknowledges that any terms related to a sentence set forth in paragraph 4 above are not binding on the Court and Defendant has not been guaranteed a specific sentence in exchange for this plea. The Court retains the power to decide Defendant's sentence.

10. THE RIGHTS DEFENDANT GIVES UP BY ENTERING A PLEA OF NOLO CONTENDERE. Defendant understands that the law presumes it innocent and requires proof beyond a reasonable doubt to convict it of any crime. Defendant understands that by entering a nolo contendere plea, the company will be convicted of the charges and will be presumed guilty of those charges beyond a reasonable doubt. Furthermore, Defendant acknowledges the additional rights it possesses which are listed below, and give them up as part of Defendant's plea.

- To have a trial by jury of 12 people from the community, or by a judge alone.
- To participate in the selection of a jury, and to challenge any juror for cause, and exercise any peremptory challenges that Defendant is entitled to.
- To require the Commonwealth to prove Defendant's guilt beyond a reasonable doubt as to each and every element of the offenses charged.
- To cross-examine Commonwealth witnesses, to compel any witness to testify on Defendant's behalf, to justify myself or choose to remain silent at trial. If Defendant remains silent, the judge would tell the jury they cannot infer guilt because of it.
- To have Defendant's attorney file and litigate pre-trial motions as necessary, including those challenging illegal evidence, or seeking dismissal of the case on legal grounds, or

to challenge anything that may have been improper in the investigation and prosecution of Defendant's case by the Commonwealth.

11. **OTHER IMPORTANT CONSEQUENCES OF DEFENDANT'S NOLO CONTENDERE PLEA.** Defendant understands that by pleading nolo contendere Defendant will be convicted of crime(s) and there may be some collateral consequences of this criminal conviction. Collateral consequences include the ability of the prosecution to hold this conviction against Defendant in the future if Defendant is charged with other crimes. The consequences also include but are not limited to the loss or restriction of a professional license and ineligibility for public funds. Lawmakers may in the future add further collateral consequences to criminal conviction that we have no way to predict now.
12. **DEFENDANT KNOWS WHAT IT IS DOING AND IT IS VOLUNTARY.** Defendant is not mentally disabled or under the influence of any drugs or alcohol. Defendant is not suffering from any disability which affects its own free will, and am free of duress. Defendant is giving up its rights knowingly, voluntarily and intelligently.
13. **DEFENDANT'S APPEAL RIGHTS ARE LIMITED AFTER A PLEA.** Defendant retains the right to contest only the following things on appeal after Defendant is am sentenced:
  - a. Jurisdiction of the Court;
  - b. Legality of the sentence; and/or
  - c. Validity of this plea, including claims involving my constitutional right to effective counsel.
14. **DEFENDANT HAS CONFERRED WITH ITS ATTORNEY BEFORE THIS PLEA.** Defendant has had an opportunity to discuss this plea agreement with its attorney, with whom it is am satisfied.
15. **THE COURT CAN REFUSE TO ACCEPT THE PROPOSED PLEA.** Defendant understands that the Court is not required to accept this plea agreement. If it does not, then the proposed plea does not become final and Defendant retains its rights to a trial.

**NOLO CONTENDERE PLEA**

DEFENDANT SWEARS AND AFFIRMS THAT IT HAS READ THIS DOCUMENT IN ITS ENTIRETY OR HAD IT EXPLAINED TO DEFENDANT, UNDERSTANDS IT COMPLETELY, AND BELIEVES THIS PLEA IS IN DEFENDANT’S BEST INTEREST.

BY SIGNATURE BELOW DEFENDANT ENTERS A NOLO CONTENDERE PLEA TO THE OFFENSE(S) SPECIFIED IN PARAGRAPH 1 OF THIS PLEA COLLOQUY FORM, WHICH IS FINAL WHEN ACCEPTED BY THE COURT.

Defendant’s Signature

Date

DEFENSE ATTORNEY CERTIFICATION. I certify with this Defendant that: (1) I have explained this plea agreement and the Defendant’s rights to the Defendant; (2) he/she wishes to plead nolo contendere; (3) I have discussed the facts and the law of this case with the Defendant; and (4) I believe the Defendant understands the consequences of pleading nolo contendere.

Attorney for Defendant

Date

Mark Rush  
K & L Gates, L.L.P.

Approved by: JENNIFER SELBER  
Executive Deputy Attorney General  
Criminal Division  
Commonwealth of Pennsylvania

BY:   
COURTNEY BUTTERFIELD  
Senior Deputy Attorney General

Date

7/28/22

# EXHIBIT A

# EXHIBIT B

## **Mariner East and Revolution Fund and Fines**

### **Establishment of Fund**

Sunoco Pipeline LP (Sunoco) shall pay \$442,500 to establish a fund directly for the creation and operation of a Homeowner Well Water Supply Grievance Program<sup>1</sup> (the “Grievance Program”).

### **Fines**

In addition to the fund, Sunoco shall pay a fine of \$57,500 to the Clean Water Fund pursuant to the Clean Streams Law. The \$57,500 shall consist of the payment of \$2,500 for each of the 14 counts related to Mariner and 9 counts related to Revolution as set forth in the plea agreement.

### **Homeowner Well Water Supply Grievance Program**

The Office of the Attorney General (OAG) shall establish a Homeowner Well Water Supply Grievance Program. Procedures for the program are outlined below.

### **Purpose and Scope of Grievance Program**

The purpose of the Grievance Program shall be to provide Qualified Homeowners (defined below) or Additional Homeowner Complainants (defined below) the services of a Designated Professional Geologist (PG) in order to evaluate potential water quality impacts from the construction of the Mariner East 2 pipeline (ME2) and offer approved mechanisms for restoring or replacing the impacted private water supply. The PG will determine whether Sunoco’s construction of ME2 impacted the homeowner’s water supply which shall mean an adverse impact to the quality or quantity of the water supply in the water supply well. If an impact has occurred, the PG will issue a report with approved mechanisms to restore or replace the impacted private water supply. The PG report shall be issued to the Qualified Homeowner or Additional Homeowner Complainant as applicable, the OAG, Sunoco and to the Pennsylvania Department of Environmental Protection (DEP). Appeals processes for both the homeowner and Sunoco are defined below.

### **Qualified Homeowners**

Qualified Homeowners are those who assert that their water supply has been impacted by the construction of the Mariner East 2 Pipeline<sup>2</sup> in response to receipt of the Grievance Program Notification Letter (Notification Letter) from the OAG and have submitted a complaint to the OAG no later than two (2) weeks following Sunoco’s nolo contendere plea and sentencing, which will occur on the same day. Qualified Homeowners shall not include any homeowner who previously settled with Sunoco, is in litigation with Sunoco or has retained counsel and is currently and actively negotiating a claim with Sunoco.

<sup>1</sup> Should the fund need additional monies to cover all complaint investigations, the Office of Attorney General may, at its discretion, utilize money from the separate fund that will be instituted to support water quality improvement projects.

<sup>2</sup> The designated Professional Geologists will serve as the arbiter of whether any homeowner’s complaint falls within the appropriate criteria to warrant further analysis.

### **Designated Professional Geologist**

The OAG and Sunoco will agree to three (3) professional geologists who will serve as Designated Professional Geologists (PG). The PG's will have the requisite professional skills and experience to perform the evaluations and render the Report on whether Sunoco's construction of ME2 has impacted the homeowner's water supply and what mechanisms are approved to restore or replace the impacted private water supply.

### **Grievance Procedure for Qualified Homeowners**

1. The OAG will send the Notification Letter to every owner of a private water supply on the list previously provided<sup>3</sup>. If the homeowner asserts that its private well has been impacted by construction of ME2, the homeowner must submit a complaint to the OAG with their name, address, and basis for a complaint related to the construction of the Mariner East 2 pipeline no later than two (2) weeks following Sunoco's nolo contendere plea and sentencing, which will occur on the same day. The homeowner may also provide copies of complaints previously made to DEP and include any prior correspondence with DEP and/or Sunoco regarding the claim. Sunoco will cooperate and provide any reasonable information regarding construction activities in the vicinity of the homeowner to the PG.
2. The PG shall review all complaints to determine if additional testing and analysis is needed in order to render a decision on the complaint. If the PG determines that no additional testing is needed, Sunoco will have no further obligations to that Qualified Homeowner under this agreement. The costs incurred by the PG to make this initial determination, as negotiated by the OAG, shall be paid for by the established fund.
3. If further testing is recommended by the PG, the Qualified Homeowner may select, in their sole discretion, one of the other two (2) Designated Professional Geologists to analyze their water supply and issue a Report (Report) as to whether the construction of ME2 impacted the Qualified Homeowner's water supply and what mechanisms are approved to restore or replace the impacted private water supply. The costs incurred by the PG, as negotiated by the OAG, shall be paid for by the established fund.
4. Upon issuance of the Report by the PG, if the Qualified Homeowner or Sunoco disagrees with the conclusion of the Report, the Qualified Homeowner or Sunoco can appeal that decision to the remaining PG. That PG shall review the Report and either confirm or reverse the conclusion in the Report. The costs incurred by the PG, as negotiated by the OAG, shall be paid by the established fund. The decision of the second PG shall be final and binding on all parties within the scope of the Grievance procedure, solely on the issue of whether Sunoco's construction of ME-2 impacted the private water supply, but is not binding with respect to the PG's approved mechanisms for restoring or

<sup>3</sup> See the ME2 Well Line List Tracker.



replacing the impacted water supply. The PG's final decision regarding approved mechanisms for restoring or replacing the impacted private water supply will be handled pursuant to the procedures set forth in paragraph 6 below.

5. If the final decision is that there was no impact due to construction of the Mariner East 2 pipeline, Sunoco shall have no further obligations to that Qualified Homeowner under this agreement.
6. If the final decision is that an impact attributable to Sunoco occurred, that final binding decision and the PG's non-binding recommendation for approved mechanisms to restore private water supply will be sent to DEP. Sunoco is obligated to restore or replace the impacted private water supply in quantity and quality for the purposes served by the supply pursuant to applicable laws and regulations and Sunoco's Chapter 105 permits for ME-2. The cost of restoration or replacement of the impacted water supply will be solely borne by Sunoco and will not be withdrawn from the \$442,500 fund. The mechanism to restore or replace the water supply will be submitted to DEP for approval. DEP's approval or denial of the mechanism to restore or replace the water supply may be appealed by the Qualified Homeowner or Sunoco to the Pennsylvania Environmental Hearing Board (EHB). All parties retain all rights and defenses during this process. Nothing in this Grievance Procedure prevents a Qualified Homeowner and Sunoco from agreeing to the mechanism for restoring or replacing the impacted private water supply prior to DEP rendering a final decision or during an appeal to the EHB.

### **Grievance Procedures for Additional Homeowner Complainants**

1. The Grievance Procedure above applies only to Qualified Homeowners.
2. In the event a homeowner who is not a Qualified Homeowner ("Additional Homeowner Complainants") makes a claim to the OAG that their private water supply has been impacted by Sunoco's construction of ME-2 no later than two (2) weeks following Sunoco's nolo contendere plea and sentencing, which will occur on the same day, the OAG can use the Designated Professional Geologists to evaluate these claims. Additional Homeowner Complainants must provide the OAG with the same information regarding their claim that is required of Qualified Homeowner's in paragraph 1 above. The costs incurred by the PG, as negotiated by the OAG, shall be paid for by the established fund.
3. Sunoco shall not be bound by any decision by the Designated Professional Geologist regarding a claim made by Additional Homeowner Complainants, and Sunoco reserves all rights to challenge any such decision, including but not limited to in an appeal before the EHB.

### **Scope Limitation**

The Grievance Program shall not establish any rights, procedures, causes of action against Sunoco beyond the limited procedures established herein. Further, Qualified Homeowner's cannot use Sunoco's agreement herein to restore or replace the impacted water supply as evidence in any subsequent proceeding.

### **Termination**

The Homeowner Well Water Supply Grievance Program will terminate once payment is made to the Clean Water Fund and all reports have been issued. At that time, any remaining balance of the fund can be used for water quality improvement projects in watersheds where the Mariner East 2 pipeline construction occurred.