

**STEVE HARVEY LAW LLC**

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*Attorneys for Plaintiff*  
*David W. Anspach III*

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DAVID W. ANSPACH, III  
609 Joanna Road  
Morgantown, PA 19543

Plaintiff,

v.

SUNOCO PIPELINE, L.P.  
535 Fritztown Road  
Sinking Springs, PA 19608

Defendant.

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:  
: COURT OF COMMON PLEAS  
: BERKS COUNTY,  
: PENNSYLVANIA  
:  
: **VERIFIED COMPLAINT**  
:  
: CIVIL ACTION  
:  
: CASE NO. \_\_\_\_\_  
:  
: **JURY TRIAL DEMANDED**  
:

**SUMMARY OF THE CASE**

1. This action arises out of contamination of Plaintiff David Anspach's well, which supplied all water, including drinking water, for Plaintiff's home in Caernavon Township, Morgantown, Pennsylvania. This contamination was the direct result of the actions and inactions of Defendant Sunoco Pipeline, L.P., in connection with its construction of the Mariner East II Pipeline.

2. During the pipeline construction process, Defendant's activities related to horizontal directional drilling ("HDD") on or adjacent to Plaintiff's property caused Plaintiff's well water to become contaminated with highly dangerous fecal coliform and e. coli bacteria. This rendered Plaintiff's well water dangerous and unsafe to drink. Because he was initially unaware of the contamination, Plaintiff continued to drink well water after it had become contaminated. As a result, Plaintiff developed severe gastrointestinal distress, including passing significant amounts of blood in his bowel movements. Plaintiff was required to undergo a colonoscopy, which confirmed that Plaintiff had developed colitis shortly after drinking the contaminated water.

3. In addition to the physical and medical harm caused to Plaintiff by Defendant's HDD activities, Plaintiff's HDD activities caused Plaintiff's well water to become undrinkable, which led to great inconvenience, emotional distress and anxiety, and diminished property value. It also left him in the precarious situation of not having access to clean well water for his home since July 2017 and having to rely on Defendant to supply a "water buffalo" container attached to his home, with water periodically trucked in to fill it. The water buffalo must be heated at a cost to Plaintiff, supplies water not of the same consistent quality as Plaintiff's well water, and presents its own risk of contamination.

4. Defendant is strictly liable for the harm it caused, as HDD is an abnormally dangerous activity insofar as it relates to the risk of contaminating nearby water supplies.

5. In any event, Defendant knew, or should have known of the great potential for contamination of well water that would be caused by its highly invasive drilling activities. It should have taken reasonable steps to prevent the contamination or, at the least, ameliorate its effects, including engaging in proactive testing of Plaintiff's well, and warning him, as Defendant has since admitted, that persons with private wells adjacent to the drilling operations such as Plaintiff should not have consumed or used well water during the drilling process.

6. The harm caused to Plaintiff is the direct result of Defendant's HDD activities, which violated Plaintiff's rights under Pennsylvania law, including the Clean Streams Law. Through this action, Plaintiff seeks an order enjoining Defendant from further violating Plaintiff's rights and causing Plaintiff further harm, and requiring Defendant to pay for the fees and costs of Plaintiff's expert hydrogeologist as well as the fees and costs of counsel and other expert witnesses. Plaintiff also seek an award of compensatory damages for the harm caused as well as punitive damages to punish and deter future violations of law. On his claim for compensatory and punitive damages, Plaintiff seeks a jury trial.

#### **THE PARTIES**

7. Plaintiff David W. Anspach III is a resident of Caernavon Township in Berks County, and lives at 609 Joanna Road, Morgantown PA 19543.

8. Defendant Sunoco Pipeline, L.P, is a foreign limited partnership registered to do business in Pennsylvania with a regional office located at 535 Fritztown Road, Sinking Springs, PA 19608.

## VENUE

9. Venue in this case is proper in the Court of Common Pleas of Berks County, Pennsylvania because that is where Plaintiff resides, Defendant's conduct occurred, and a substantial portion of the events at issue took place.

## FACTUAL ALLEGATIONS

### Background

10. Plaintiff served in the United States Marine Corps from 2000 to 2008. He was deployed in a combat zone, Fallujah, Iraq, for part of that time.

11. Upon completion of his service in the Marine Corps, Plaintiff was diagnosed with hypervigilance syndrome. This made it advisable for him to live in a quiet, secluded location, as being in heavily populated areas exacerbated his symptoms. For this purpose, Plaintiff chose to live at his property on Joanna Road in Caernavon Township, which was left to him by his grandfather.

12. Plaintiff's property consists of 3.53 acres of land, primarily forested, situated in a quiet, rural part of Berks County. It overlooks a valley and the neighboring East Branch of the Conestoga River.

13. Plaintiff built a house on that property.

14. On or about August 15, 2012, a 240-foot private drinking water well was drilled on the property to provide drinking and household water to the house and property.

15. In order to satisfy a township requirement that proof of a potable water supply be provided, Plaintiff's well water was tested for e. coli and

fecal coliform bacteria. The 2012 water test results showed the absence of both e. coli and total coliforms. From then until July 2017, Plaintiff used the well water for drinking, cooking, washing dishes, showering, and other everyday uses.

16. Up until the summer of 2017, when Defendant commenced its drilling activities, Plaintiff never had any problem with his well or the water from it. It was only when Defendant began HDD operations that the well became contaminated.

### **Mariner East II Pipeline Construction**

17. In or around early 2015, Defendant began securing right of ways for the purpose of constructing and installing the Mariner East II (“ME-II”) pipeline which extends through Berks County, where Plaintiff resides. The ME-II pipeline is intended to transport natural gas liquids, specifically propane and ethane, that are byproducts of hydraulic fracturing (commonly known as “fracking,” a process by which natural gas and oil is recovered from deep beneath the Earth’s surface) from processing and fracking operations in Ohio, West Virginia, and Western Pennsylvania to Defendant’s Marcus Hook Industrial Complex in Delaware County, Pennsylvania. At that facility, the natural gas liquids are further processed, stored, and ultimately shipped outside of the United States. The ME-II pipeline is an expansion of the existing Sunoco Mariner East pipeline system. The ME-II pipeline, when completed, will go through 17 different counties in southeastern Pennsylvania. See <http://files.dep.state.pa.us/ProgramIntegration/PA%20Pipeline%20Portal/MarinerEastII/PPP%20Information%20Sheet1.pdf>.

18. Defendant at all times intended to perform the drilling required for the construction of the ME-II pipeline system using a highly disruptive and invasive method, i.e., HDD.

19. HDD is designed to allow significant sections of the pipeline to be sunk underground, without breaking the surface except at the point of insertion. HDD uses high pressure water, mud, and chemicals to break up rock formations and soil, allowing the pipeline to be snaked through the resulting opening.

20. HDD is a brute strength process that can, and often does, cause major structural changes and damage to the underground soil and rock in which the drilling takes place. For instance, HDD can result in the connection of underground water sources that were previously unconnected. HDD can also provide biological contaminants in the soil, as well as those occurring in drilling mud, a pathway and delivery mechanism to enter and spread into groundwater and wells. As a result of its destructive qualities, HDD is also highly susceptible to spills, known as inadvertent returns, in which lubricating mud erupts through weak spots in the rock during boring.

21. On or about January 9, 2015, Plaintiff gave Defendant a permanent easement to construct, operate, and maintain two pipes on his property related to the ME-II pipeline. Plaintiff also gave Defendant a temporary construction easement adjacent to the permanent easement.

22. Defendant was required to seek both federal and state approval for the ME-II pipeline. In February 2017, Defendant was issued a Commonwealth of

Pennsylvania permit for construction of approximately 9 miles of ME-II. Special Conditions from the Pennsylvania Department of Environmental Protection (“DEP”) were attached to the permit.

23. Among the conditions were (a) that Defendant provide at least 72 hours’ notice in advance of beginning any construction activities to any public or private water supplies that could “be affected by increased turbidity *or other water quality changes* caused by the permittee’s construction activities”; and (b) if the pipeline construction causes adverse impacts to public or private water supply sources, Defendant was required to “immediately” notify DEP and implement a contingency plan “to the satisfaction of the public and private water supply owners that addresses *all* adverse impacts imposed on the public and private water supply . . . .” (emphasis added). Thus, Defendant was on clear notice that its construction could negatively impact private water supplies, including wells, and that it would be responsible for remediating “all” adverse impacts caused by its underground drilling activities.

24. To install the ME-II pipeline, Defendant began HDD drilling operations on or near Plaintiff’s property on or about July 1, 2017. Prior to that time, commencing in May 2017, surveyors marked the right of way (“ROW”) for the pipeline, and by early June trees and vegetation had been cleared and land leveled for installation of the pipeline.

25. The well on Plaintiff’s property was located less than 400 feet from the drilling site.

**Plaintiff's Sickness Caused by Defendant's HDD Activities**

26. On or about July 17, 2017, Plaintiff began to suffer from severe gastrointestinal distress. He had frequent urges to go to the bathroom, and excessive gas expulsion, but with little passage of waste materials. He was unaware of the cause of his distress and hoped that it would pass. His distress continued and worsened for several weeks and eventually required medical care.

27. On or about August 10, 2017, while suffering from his illness, Plaintiff learned in a local newspaper article of well water contamination issues with the pipeline. He called Defendant's designated "ROW agent," Scarlett Jackson of Percheron LLC, to discuss water testing for his well.

28. On or about August 14, 2017, representatives of a third-party water testing company acting on behalf of Defendant came to Plaintiff's property and drew several water samples from the well for testing.

29. On or about August 16, 2017, Plaintiff, who is in the wastewater treatment industry and is a DEP-certified water treatment plant operator, drew his own water samples from the well and ran the 24-hour fecal coliform indicator test.

30. The next day, August 17, 2017, Plaintiff received the results from his well water sample. Plaintiff's test results revealed a high concentration of fecal coliform and e. coli bacteria contamination.

31. E. coli and fecal coliform are virtually never found in a well unless the well has been contaminated by an outside source.



32. Upon receiving the test results, Plaintiff immediately notified his ROW agent and inquired about Defendant's test results.

33. Plaintiff was told the Defendant's test results were not yet available.

34. Plaintiff ceased using the well water for drinking upon receipt of Plaintiff's test results but did use it to cook when the water could be boiled and used it to shower. Plaintiff purchased bottled water for drinking.

35. Plaintiff continued to suffer from severe gastrointestinal distress, including passing significant amounts of blood in his bowel movements, for approximately a month.

36. On or about August 24, 2017, Plaintiff was examined by his doctor, who immediately scheduled a colonoscopy for Plaintiff. The colonoscopy, which was bothersome and unpleasant, confirmed the diagnosis as colitis with some acute colitis. Plaintiff's doctor noted that stool samples taken before the colonoscopy tested positive for e. coli. Colitis has the potential to be a lifelong affliction that may be manageable with medication and diet restrictions.

37. On or about August 24, 2017, Plaintiff ran another test of his well water and the test again confirmed the presence of fecal coliform and e. coli.

38. On or about August 25, 2017, Plaintiff again contacted his ROW agent to obtain Defendant's results from its testing of his well water.

39. Plaintiff's ROW agent again told him the results were unavailable. This was incorrect; in fact, the results were available and could have been provided to Plaintiff ten days earlier.

40. Plaintiff again contacted his ROW agent on or about September 14, 2017, and was told—wrongly again—that the results were still unavailable.

41. On or about September 14, 2017, Plaintiff had his well water tested by an independent company. The results indicated the water was still contaminated with e. coli and fecal coliform.

42. On or about September 21, 2017, Plaintiff learned from his ROW agent that Defendant's well water test results had been "accidentally left on someone's desk and had not been forwarded appropriately."

43. On or about September 30, 2017, Plaintiff received a hand delivered copy of Defendant's initial well water test results dated August 15, 2017.

44. The results indicated that Plaintiff's well water was contaminated with a high concentration of fecal coliform and e. coli bacteria. The test results indicated that the e. coli load was 727 col/100mL, and that the total fecal coliform load was 2420 MPN/100 ml/. Under applicable federal regulations, the Maximum Containment Level for safe drinking water is *zero* for both contaminants.

45. The results were available one day after the initial tests were taken (August 14, 2017) but, remarkably, Defendant failed to provide Plaintiff the test results showing that his well water was severely contaminated until on or about September 30, 2017, more than a month later.

46. Drilling on Plaintiff's property stopped at least temporarily on or about July 25, 2017.

47. On or about July 25, 2017, the Environmental Hearing Board shut down the drilling throughout the entire ME-II project due to multiple violations regarding drilling and multiple reports of contaminated well water. Defendant's drilling activities had contaminated 15 private wells in Chester County, Pennsylvania, which forced the families to evacuate their homes and damaged their wells. Defendant's HDD had broken through the aquifer and disrupted the flow of clean drinking water for the impacted families. The residents lost drinking water and some households permanently lost access to private well water.

**Defendant's Refusal to Acknowledge the Harm It Caused**

48. Plaintiff filed a complaint with DEP on or about September 29, 2017, and reported the results from Defendant's testing.

49. Plaintiff filed a second complaint on the DEP website on or about October 3, 2017.

50. On or about October 8, 2017, Plaintiff submitted written comments to the DEP about the ME-II pipeline and the problems he had been facing with his well water contamination.

51. A DEP representative, Andrea Blosser, contacted Plaintiff and told him DEP would communicate with Defendant about the well water contamination.

52. On or about October 19, 2017, Defendant conducted a second test of Plaintiff's well water and, with the passage of time since drilling had ceased, the results indicated decreased levels of bacteriological contamination. However, the results indicated that e. coli and fecal coliform were still present in Plaintiff's well water at unsafe and unacceptable levels.

53. On or about October 27, 2017, Plaintiff contacted the DEP and said he had not yet heard back from Defendant regarding the well pollution. The DEP stated it was surprised that he had not heard from Defendant and it would follow up again.

54. On or about November 6, 2017, Defendant provided Plaintiff with test results from the second test it drew on or about October 19, 2017. The results confirmed the water was still contaminated.

55. On or about November 7, 2017, Plaintiff received a voicemail from Andrea Blosser who stated that the DEP "did conduct our own investigation into" Plaintiff's well contamination and was unable to "definitively attribute" the well contamination to Defendant's HDD operations.

56. Plaintiff emailed the DEP on or about November 7, 2017, and requested documentation supporting its conclusion that Defendant's HDD did not cause the contamination of his well water. Despite multiple requests, Plaintiff never received any written "investigation" report or materials prepared by DEP. Indeed, DEP later admitted in an affidavit that it "did not independently generate or create any investigatory records in the course of evaluating Mr. Anspach's complaint

alleging contamination of his well by Sunoco Pipeline LP.” A report by DEP employee Mark Sigouin was created well after the fact, in February 2018, and was not disclosed until March 2018.

57. The DEP never requested access to Plaintiff’s land or water supply to perform any testing or investigation. Further, to Plaintiff’s knowledge, the DEP has never visited Plaintiff’s property and has never conducted an investigation or testing related to Plaintiff’s well water contamination. Instead, it merely deferred to Defendant’s own conclusion that its HDD activities did not contaminate Plaintiff’s well.

58. On or about November 7, 2017, Plaintiff texted his ROW agent to let her know the well water was still contaminated. She offered to provide him with a water buffalo, which is a large (several hundred gallon) tank that supplies a temporary source of drinking water and must be periodically refilled with water.

59. Plaintiff responded via text message that he had concerns about how the water buffalo would connect to the house and how it would remain uncontaminated. His questions were not answered.

60. On or about December 14, 2017, Defendant sent Plaintiff a letter stating it was not responsible for Plaintiff’s well water contamination and, on that basis, that it was refusing to supply Plaintiff with a temporary or permanent source of drinking water. The letter further stated, purportedly based on the work of an unnamed geologist, that Plaintiff’s free-range chickens and turkey were the source

of the well water contamination. A true and correct copy of the letter is attached as Exhibit A.

61. This speculation was clearly implausible, unsupported, and failed to account for the timing of onset of contamination in relation to the Defendants' HDD activities. The wellhead on Plaintiff's property, the only location where anything could be dropped into the well, is surrounded by a planter and covered with wire mesh fencing, and no animals are able to access the wellhead. Moreover, Plaintiff had had poultry on his property since 2014 and yet had never experienced any problems with his water supply until July 2017, i.e., at the time that Defendant commenced drilling adjacent to his well. It is therefore clear that the mere presence of poultry on Plaintiff's property did not cause the contamination of Plaintiff's well and that Defendant's HDD operations—which coincided exactly with the time period when the well was found to be contaminated—was the cause of the contamination.

62. Defendant's letter of December 14, 2017, stated that "[Defendant] also engaged a Professional Geologist to evaluate your complaint." Defendant has never provided Plaintiff with a copy of a report of any professional geologist engaged by Defendant.

### **Subsequent Events**

63. On or about January 10, 2018, Plaintiff's counsel, Steve Harvey, Esq., sent a letter to the DEP asking the DEP to exercise its authority under the Pennsylvania Clean Streams Law and the Environmental Rights Amendment of the

Pennsylvania Constitution to require Defendant to remediate the harm it caused and prevent it from causing further harm to Plaintiff's well water. A true and correct copy of the letter is attached as Exhibit B. A copy of the letter was sent to Sunoco. Neither the DEP nor Sunoco ever responded to the letter.

64. Plaintiff tested his water on or about January 11, 2018, approximately six months from the time drilling ceased, and the results—after a lengthy period of time in which no drilling had been performed—revealed no evidence of contamination in the water.

65. On or about February 8, 2018, Defendant sent Plaintiff a letter offering Plaintiff the chance for his home to be “connected to an alternative temporary water supply, such as a water buffalo, that will be installed and maintained at [Defendant's] expense for the entire period of HDD operations.” A true and correct copy of the letter is attached as Exhibit C.

66. In a subsequent letter dated March 2, 2018, Defendant's counsel clarified that Defendant had offered the temporary water supply only because DEP ordered it to do so, for all wells within 450 feet of HDD activities. A true and correct copy is attached as Exhibit D. In the letter, Defendant's counsel derided Plaintiff's belief that Defendant's HDD activities had caused contamination of his well as a “distorted ‘version’ of the events and circumstances that he claims caused the contamination of his private well . . . .”

67. Ultimately, after Defendant answered questions raised by Plaintiff about its offer to provide water to his home via a water buffalo, Plaintiff

agreed to accept the alternative temporary water supply provided by Defendant, in the form of a water buffalo that must be periodically filled with new water by Defendant or its agents.

68. Water buffalos are not an appropriate long-term solution for an impacted private groundwater supply well. Water buffalos are replenished on occasion with hauled water, and, due to stagnation, the water is susceptible to warming and/or cooling depending upon the season. Other issues are the presence of a plastic taste, laundry issues, disruption of delivery due to weather conditions, and freezing of the water supply in cold weather. For these and other reasons, water buffalos are more appropriately used as a temporary solution, yet Plaintiff has had to use a water buffalo, rather than his own well water, for more than a year, with no end in sight.

69. The water buffalo must be heated and has increased the cost of electricity for Plaintiff.

70. Defendant said it would pay for the water buffalo heating costs, but it has yet pay that cost or make arrangements to pay that cost to Plaintiff.

71. Because of Defendants' actions, Plaintiff has been unable to use his well water since July 2017. While Defendant has supplied him with water during most of this time, either bottled water or water from a water buffalo, the inability to use his well water has been extremely inconvenient and bothersome, as he has been forced to be vigilant in his efforts to ensure that he has clean water for



use at his home. This is separate from and in addition to the harm he suffered from getting sick from drinking contaminated water in 2017.

72. The alternative temporary water supply provided by Defendant has not been of the same consistently high quality as the water from Plaintiff's well before Defendant caused it to become contaminated. The water supplied by Defendant does not taste as good nor is it as consistently cold as his well water. The water buffalo provides water at room temperature, not the cooler well water that Plaintiff prefers.

73. The water buffalo presents its own risk of contamination. In late June 2019, Defendant's agent swapped out the water buffalo at Plaintiff's home because of trace amounts of fecal coliform and e. coli in the water buffalo.

74. Plaintiff has repeatedly requested copies of the weekly water testing performed by Elk Environmental, an agent acting for the Defendant, but Defendant has never provided the results of the weekly tests.

75. On or about March 17, 2018, Defendant re-commenced HDD activities on or adjacent to Plaintiff's property. Water tests conducted after Defendant's HDD operations re-commenced again confirmed the presence of fecal coliform and e. coli contamination in Plaintiff's well water. Thus, the presence of e. coli and fecal coliform in Plaintiff's well water coincided exactly with periods in which Defendant was engaged in HDD operations in close proximity to Plaintiff's well.

76. In May 2018, responding to comments by DEP regarding a reevaluation report that Defendant had submitted to DEP regarding its HDD drilling activities, Defendant admitted that, while HDD drilling is taking place, residents with private wells in proximity to Defendant's drilling *should not use their well water*: "The best means to protect water well quality or quantity during the HDD is non-use . . . ." Defendant never told Plaintiff that he should not use his well water during HDD operations. This omission directly led to Plaintiff's consuming of contaminated well water during Defendant's summer 2017 HDD operations, which caused severe medical issues.

77. Because of the events alleged above, including Defendant's refusal to acknowledge that its HDD activities caused or could have caused the contamination of his well water, Plaintiff was forced to undergo substantial personal expense to engage an expert hydrogeologist to study and prepare a report regarding the contamination of Plaintiff's well. That report, which will be provided to Defendant, concludes that Defendant's drilling and construction activities caused the bacteriological contamination of Plaintiff's well water.

78. To date, Plaintiff still does not have use of his well water.

79. In late 2018, Defendant temporarily ceased HDD drilling activities on or adjacent to Plaintiff's property, but is expected to re-commence such activities at some point in the reasonably near future, because it has only completed installation of one of two pipes that it intends to install.

## Harm Caused by Defendants

80. In early 2019, in a quarterly earnings call with investors, Energy Transfer CEO Kelcy Warren admitted that Defendant had made “mistakes” with regard to its drilling activities in Pennsylvania.

81. Plaintiff believes that the contamination of his well water has diminished or possibly disappeared since the cessation of Defendant’s HDD activities and that over time it will continue to diminish until it ceases, absent further disruption by Defendant’s HDD activities. If Defendant re-commences its HDD activities, the contamination of Plaintiff’s well water will likely re-commence and the prospect of diminishing such contamination will be postponed or negated.

82. Plaintiff has been harmed by Defendant’s actions and omissions in multiple ways:

a. Defendant’s action caused Plaintiff to become physically ill with colitis in July and August 2017, resulting in the need for a colonoscopy;

b. Defendant’s actions have deprived Plaintiff of the use of his well water from July 2017 to present;

c. Defendant’s actions have caused Plaintiff annoyance, burden, loss of sleep, emotional distress, and pain and suffering;

d. Defendant’s actions have caused Plaintiff out-of-pocket financial losses, including medical bills, increased utility bills, and water costs;

e. Defendant’s actions have caused Plaintiff to incur the costs of attorneys and a hydrogeologist;

f. Defendant's actions have caused property damage, manifested in well water contamination in the past, present, and possibly the future, as well as potential stigma that could affect the sale price of his property if he chooses to sell it.

**COUNT I**  
**VIOLATION OF PENNSYLVANIA'S CLEAN STREAMS LAW**

83. Paragraphs 1 through 82 are incorporated by reference as if set forth fully herein.

84. Defendant, through its HDD activities, caused the placement, discharge, and flow of coliform bacteria including e. coli from the soil around or near the HDD activities into the groundwater at or around the HDD drill bore and that bacteria then reached Plaintiff's well and caused his sickness.

85. The coliform bacteria that Defendant's HDD activities caused to flow into the groundwater qualifies as "industrial waste" and "sewage" pursuant to Section 1 of the Clean Streams Law, 35 P.S. § 691.1.

86. Groundwater is a "Water of the Commonwealth" pursuant to Section 1 of the Clean Streams Law, 35 P.S. § 691.1.

87. Defendant's HDD activities caused the pollution of Plaintiff's well and violated sections 201 and 301 of the Clean Streams Law, 35 P.S. §§ 691.201, 691.301.

88. Pursuant to section 601 of the Clean Streams Law, 35 P.S. § 691.601, a violation of the Clean Streams Law constitutes a statutory nuisance.

89. Plaintiff seeks an order requiring Defendant to discontinue and/or not resume HDD drilling activities adjacent to his property that will cause or contribute to contamination of his well water. Plaintiff also seeks an order requiring Defendant to engage in regular testing of his well water with the test results promptly supplied to him, and to provide him with an ample supply of drinkable water that is certified to be clean and free from contaminants until such time as the test results show that Plaintiff's well water is clean and at no risk of further contamination because of Defendant's HDD activities.

**WHEREFORE**, Plaintiff hereby requests that the Court enter an order enjoining Defendant from continuing or resuming HDD drilling activities adjacent to his property that have caused and unless enjoined will cause or contribute to or continue to cause or contribute to the contamination of his well water, and also requiring Defendant to engage in regular testing of his well water with the test results promptly supplied to him, provide him with an ample supply of drinkable water that is certified to be clean and free from contaminants until such time as the test results show that Plaintiff's well water is clean and at no risk of further contamination because of Defendants HDD activities, and pay Plaintiff's attorney and expert fees and costs including fees and the costs of investigating this matter.

**COUNT II**  
**NEGLIGENCE**

90. Paragraphs 1 through 89 are incorporated by reference as if set forth fully herein.

91. Defendant is liable to Plaintiff both under common law negligence principles and 15 Pa. C.S. § 3351(g), which provides that a “company laying a pipeline in this Commonwealth shall be liable for all damages occasioned by . . . any negligence in the construction . . . thereof.”

92. Defendant knew or reasonably should have known that use of HDD could cause underground changes to the surrounding soil and rock in proximity to private wells, causing contaminants and pollution to enter the wells, leading to unsafe and unacceptable drinking water and other harms.

93. Defendant owes a duty to homeowners whose property with property adjacent to or near the proposed path of the ME-II pipeline to conduct its HDD operations by exercising ordinary care to avoid causing harm to neighboring properties and the people who live there, including harm to water supplies.

94. Defendant breached its duty in multiple ways, including, but not limited to, the following:

a. Failing to take reasonable measures to ensure that its HDD operations did not cause contamination of Plaintiff’s well water;

b. Failing to notify Plaintiff in a timely manner that his well water was contaminated and unsafe for drinking;

c. Failing to address the problems of Plaintiff's well water contamination caused by Defendant's HDD operations even after the harm to Plaintiff's well water caused by Defendant's HDD operations was brought to its attention;

d. Failing to notify Plaintiff prior to beginning HDD operations that he should not use his well water during those operations.

95. Defendant's tortious actions and inactions have caused Plaintiff harm as set forth above.

**WHEREFORE**, Plaintiff seeks judgment in his favor including the foregoing injunctive relief as well as an award of compensatory damages and punitive damages in amount to be decided by the jury, with pre-judgment and post-judgment interest, and such other relief as the Court deems just and proper.

**COUNT III**  
**PRIVATE NUISANCE**

96. Paragraphs 1 through 95 are incorporated by reference as if set forth fully herein.

97. Defendant by its actions violated Plaintiff's interest in the private use and enjoyment of his property.

98. Defendant's actions were intentional and unreasonable.

99. In the alternative, Defendant's actions in causing contamination to Plaintiff's well were actionable in that they were negligent and/or reckless, and involved abnormally dangerous activities.

100. Defendant's actions caused Plaintiff significant harm, as set forth above.

**WHEREFORE**, Plaintiff seeks judgment in his favor including the foregoing injunctive relief as well as an award of compensatory damages and punitive damages in amount to be decided by the jury, with pre-judgment and post-judgment interest, and such other relief as the Court deems just and proper.

**COUNT IV**  
**STRICT LIABILITY**

101. Paragraphs 1 through 100 are incorporated by reference as if set forth fully herein.

102. Defendant's HDD activities are abnormally dangerous and ultrahazardous.

103. Defendant is strictly liable to Plaintiff for the damages it caused to Plaintiff as alleged above.

**WHEREFORE**, Plaintiff seeks judgment in his favor including the foregoing injunctive relief as well as an award of compensatory damages and punitive damages in amount to be decided by the jury, with pre-judgment and post-judgment interest, and such other relief as the Court deems just and proper.



**COUNT V**  
**TRESPASS**

104. Paragraphs 1 through 103 are incorporated by reference as if set forth fully herein.

105. Defendant by its actions alleged above is liable to Plaintiff for trespass.

**WHEREFORE**, Plaintiff seeks judgment in his favor including the foregoing injunctive relief as well as an award of compensatory damages and punitive damages in amount to be decided by the jury, with pre-judgment and post-judgment interest, and such other relief as the Court deems just and proper.

**COUNT VI**  
**PUNITIVE DAMAGES**

106. Paragraphs 1 through 105 are incorporated by reference as if set forth fully herein.

107. Through its experiences with HDD, Defendant had a subjective appreciation of the multiple risks posed by its HDD activities, including the risk that its activities could cause contamination or private drinking wells such as Plaintiff's.

108. Defendant acted in conscious disregard of that risk by its actions and inactions as set forth above.

**WHEREFORE**, Plaintiff seeks judgment in his favor including the foregoing injunctive relief and as well as an award of compensatory damages and punitive damages in amount to be decided by the jury, with pre-judgment and post-judgment interest, and such other relief as the Court deems just and proper.

Respectfully submitted,

STEVE HARVEY LAW LLC



By: \_\_\_\_\_

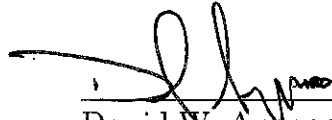
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*Attorneys for Plaintiff  
David W. Anspach III*

Dated: July 16, 2019

**VERIFICATION**

I, David W. Anspach, III, hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I make this verification subject to 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
David W. Anspach, III

Dated: July 16, 2019

DAVID W. ANSPACH, III  
609 Joanna Road  
Morgantown, PA 19543

Plaintiff,

v.

SUNOCO PIPELINE, L.P.  
535 Fritztown Road  
Sinking Springs, PA 19608

Defendant.

Court of Common Pleas  
Berks County, Pennsylvania

Civil Action

Case No. \_\_\_\_\_

Jury Trial Demanded

**NOTICE TO DEFEND  
NOTIFICACIÓN PARA DEFENDERSE**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**Lawyers' Referral Service of the  
Berks County Bar Association  
544 Court Street  
Reading, Pennsylvania 19601  
Telephone (610)375-4591  
[www.BerksBar.org](http://www.BerksBar.org)**

**AVISO**

Le han demandado a usted en el tribunal. Si usted quiere defenderse de las demandas expuestas en las páginas siguientes, usted debe tomar acción en el plazo de veinte (20) días a partir de la fecha en que se le hizo entrega de la demanda y la notificación, al interponer una comparecencia escrita, en persona o por un abogado y registrando por escrito en el tribunal sus defensas o sus objeciones a las demandas en contra de su persona. Se le advierte que si usted no lo hace, el caso puede proceder sin usted y podría dictarse un fallo por el juez en contra suya sin notificación adicional y podría ser por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio en la demanda solicitado por el demandante. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED DEBE LLEVARLE ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O NO PUEDE CORRER CON LOS GASTOS DE UNO, VAYA O LLAME POR TELEFONO A LA OFICINA EXPUESTA ABAJO. ESTA OFICINA PUEDE POVEERLE INFORMACION RESPECTO A COMO CONTRATAR A UN ABOGADO.**

**SI NO PUEDE CORRER CON LOS GASTOS PARA CONTRATAR A UN ABOGADO, ESTA OFICINA PUDIERA PROVEERLE INFORMACION RESPECTO A INSTITUCIONES QUE PUEDAN OFRECER SERVICIOS LEGALES A PERSONAS QUE CALIFICAN PARA LA REDUCCION DE HONORARIOS O QUE NO TENGAN QUE PAGAR HONORARIOS.**

**Servicio de Recomendación para Contratar Abogados  
del Colegio de Abogados del Condado Berks  
544 Court Street  
Reading, Pennsylvania 19601  
Teléfono (610) 375-4591  
[www.BerksBar.org](http://www.BerksBar.org)**

# Exhibit

# A



SUNOCO PIPELINE  
An ENERGY TRANSFER Company

535 Fritztown Road  
Sinking Spring, 19608

December 14, 2017

Mr. David W. Anspach III  
and Chrystel M. Anspach  
609 Joanna Road  
Morgantown, PA 19643

Re: Water Well Complaint

Dear Mr. Anspach:

Sunoco Pipeline, L.P. ("Sunoco") has received and reviewed your complaint that construction of the Mariner East 2 pipeline, which at its closest is located 340 feet from your residence, has adversely affected your private water well. We have also coordinated with representatives of the Pennsylvania Department of Environmental Protection ("DEP") regarding your complaint. For the reasons outlined below, we have concluded that the construction of the pipeline has not adversely affected your water well, and therefore we will not be providing you with a temporary or permanent water supply. DEP agrees with these findings, and we are informed that DEP directly advised you of their findings on November 7, 2017.

As you know, immediately following receipt of your complaint, one of Sunoco's land agents visited your residence and asked if Sunoco could supply you, at Sunoco's costs, with bottled water and connect your residence to a "water buffalo," which is a temporary drinking water source. Sunoco offers these temporary measures to individuals who contact us with complaints regarding alleged impacts to their water wells, to address on a temporary basis the immediate concerns while Sunoco investigates the complaint. You responded to our land agent that you had drinking water, and that tests you had done on your own showed that the well water was safe in which to shower. You therefore declined Sunoco's offer of bottle water and a water buffalo. You also stated to the land agent that you have a pre-existing water filter on your well, and that you change the filter monthly. Lastly, the land agent observed free range chickens and turkeys in the vicinity of the well head that serves your property.

Although you thereafter denied Sunoco access to your well to conduct sampling of your water, you subsequently allow sampling and Sunoco has taken two samples of your well water, and has had those samples analyzed. Copies of the results of those analyses were previously provided to you, and show elevated levels of fecal coliform, E. coli and sedimentation. Fecal coliform and E. coli are not associated with the construction of the pipeline. Sedimentation could be the result of a number of sources, and as noted above, you had installed a water filter on your well to address sedimentation issues prior to pipeline construction. Further analysis of the well water confirmed that the construction of the Mariner East 2 pipeline has not caused an adverse impact to your well.

1803940

Sunoco also engaged a Professional Geologist to evaluate your complaint. The geologist concluded that there could be a variety of sources of fecal coliform and E. coli found in your well, such as the free-range chickens and turkeys in the vicinity of the wellhead or the on-lot septic field. The geologist also noted that any turbidity experienced in the well could be caused by a regional decrease in groundwater levels noted within the Stockton Formation, in which your well is located, which is a regional condition not associated with pipeline construction.

As mentioned above, we have communicated our findings to DEP and they have advised us that Sunoco is not required to address the condition of your well. Further, DEP communicated its findings to you directly on November 7, 2017.

Therefore, as mentioned above, Sunoco will not be supplying your residence with a temporary or permanent source of drinking water because construction of the pipeline has not caused any impact to your well.

Lastly, our land agent has advised us that you stated that you will be engaging a lawyer to represent you in this matter. Therefore, we are notifying you that Sunoco reserves all rights and defenses it may have, now and in the future, regarding this matter.

Sincerely,



Matthew Gordon

cc: Pennsylvania Department of Environmental Protection  
The Honorable Patrick Meehan  
Mr. Randall P. Miller, Caernarvon Township

# Exhibit B



# Steve Harvey Law<sup>LLC</sup>

Stephen G. Harvey  
Attorney at Law  
[steve@steveharveylaw.com](mailto:steve@steveharveylaw.com)

January 10, 2017

## VIA FEDERAL EXPRESS

Patrick McDonnell  
Secretary of the Department of Environmental Protection  
Rachel Carson State Office Building  
400 Market Street  
Harrisburg, PA 17101

**Re: Violations of Pennsylvania Environmental Laws by Sunoco Pipeline,  
L.P. ("Sunoco") at 609 Joanna Road, Morgantown, PA 19543 (the  
"Property")**

Dear Mr. McDonnell:

I write on behalf of my client, David Anspach, the owner of the above-referenced property. Mr. Anspach and his family have been seriously affected by Sunoco's horizontal directional drilling ("HDD") activities in the Joanna Road drill area. Specifically, Sunoco's drilling activities caused the well at the Property to be contaminated with fecal coliform and e coli bacteria and caused damage by eroding the landscape.

Sunoco began HDD activities near Mr. Anspach's home sometime in early July. Shortly afterwards, Mr. Anspach began to experience gastrointestinal health problems that continued for several weeks and required medical care, including a colonoscopy.

On August 10<sup>th</sup>, Mr. Anspach contacted Scarlett Jackson of Percheron (Sunoco's agent) and asked that his well water be tested. On August 14<sup>th</sup>, representatives from GES Company, a third-party water testing company drew several water samples for testing. Not wanting to wait for the GES Company results to be provided to him, Mr. Anspach drew several water samples from his

Patrick McDonnell  
January 10, 2018  
Page 2

well on August 16<sup>th</sup> to have tested for fecal coliform, and received the results the next day.

Mr. Anspach learned that his well water contained an extremely high concentration of fecal coliform and e coli bacteria. These results sharply contradicted the water test results that Mr. Anspach had obtained when his well was originally drilled in 2012, which showed that both e coli and fecal coliform were absent from his water. On August 17<sup>th</sup>, 2017, Mr. Anspach and his family ceased using or drinking any of the water that comes from their well.

Mr. Anspach relayed these test results to Scarlett Jackson at Percheron, and inquired about the water test that Sunoco was performing. Ms. Jackson told him that the results were still unavailable. Over the next several weeks, Mr. Anspach contacted Ms. Jackson multiple times to inquire whether the test results from the water samples drawn on August 14<sup>th</sup> were available. After numerous phone calls, he finally received the test results via hand delivery on September 29<sup>th</sup>, 2017—46 days after the initial water draw.

Sunoco's results confirmed in detail the results Mr. Anspach had obtained on his own. Further, the document showed that GES had test results showing fecal coliform and e coli in his water available on August 15<sup>th</sup>, one day after the samples were drawn—yet no one informed Mr. Anspach or his family that they were in danger from bacteria in their water until the test results were provided to him on September 29<sup>th</sup>.

In addition to contamination of his well, Mr. Anspach has observed grey drilling fluid washing out of the HDD drill site pooling on the ground and flowing into nearby water sources; dumpsters leaking onto the ground; and major erosion of parts of his property, which were subject to two erosion and sediment violations and subsequent improvements.

Test conducted by GES on October 19 showed the continued presence of fecal coliform and e coli bacteria in Mr. Anspach's well water. Finally, on December 27, independent testing showed that the contamination of the Anspach well water had decreased to a level considered safe for drinking, <1 MPN/100mL. As a result, Mr. Anspach and his family were forced to use bottled water and not to drink the water from the well for a period 132 days. They still remain leery about drinking the water. Also, during this time they were forced to use the contaminated water for showering and washing dishes and clothes, but the water was heated for those purposes and presented little risk.

Patrick McDonnell  
January 10, 2018  
Page 3

Given the timing of Mr. Anspach's sickness in relation to Sunoco's HDD activities and the undeniable presence of e coli and fecal coliform in the well water, there is ample grounds to suspect that those HDD activities have caused this situation. At the very least, Sunoco should be required to pay for further independent analysis and testing that would include treatment of the water and water pipes at Mr. Anspach's house. Sunoco should also be required to take any other steps needed to remediate the harm to Mr. Anspach's water and land.

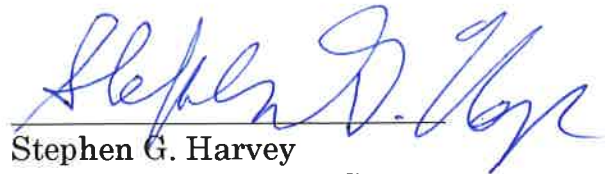
Sunoco should also be prohibited from causing further harm by resumption of drilling near Mr. Anspach's property. Mr. Anspach fears this could cause further and permanent harm to his well and land.

Sunoco should also compensate Mr. Anspach and his family for the harm suffered to date, including Mr. Anspach's gastrointestinal sickness caused by Sunoco's HDD activities as well as the disruption, inconvenience, and stress/fear associated with contamination of the water supply for Mr. Anspach and his family.

On behalf of my client, I respectfully request that you exercise your legal authority under the Pennsylvania Clean Streams Law to require Sunoco to remediate the harm it caused and to prevent it from causing further harm to my client or his family's well water. I also ask you to call upon any other legal authority available to you, including the Environmental Rights Amendment of the Pennsylvania Constitution, to ensure that Sunoco abides by law and causes no further harm to Mr. Anspach or his family.

Please consider this notice under Section 601(e) of the Clean Streams Law, so that my client may commence an action in 60 days unless the Department takes its own action in the meantime. By copy of this letter, I am providing notice to Sunoco as well.

Respectfully submitted,



Stephen G. Harvey  
Steve Harvey Law LLC  
1880 John F. Kennedy Blvd.  
Suite 1715  
Philadelphia, PA 19103

Patrick McDonnell  
January 10, 2018  
Page 4

cc: **Via Federal Express**

Matthew Gordon  
Sunoco Pipeline, L.P.  
535 Fritztown Road,  
Sinking Springs, PA 16908

**Via Email**

George Kroclicik, Esq.  
Duane Morris LLP  
30 South 17<sup>th</sup> Street  
Philadelphia, PA 19103  
[GJKroclicik@duanemorris.com](mailto:GJKroclicik@duanemorris.com)

Frank Defrancesco  
Waterways and Wetlands Program  
Department of Environmental Protection  
2 East Main Street  
Norristown, PA 19401  
[fdefrances@pa.gov](mailto:fdefrances@pa.gov)

William Gerlach, Esq.  
Assistant Counsel  
Department of Environmental Protection  
2 East Main Street  
Norristown, PA 19401  
[wgerlach@pa.gov](mailto:wgerlach@pa.gov)

Joseph Minott, Esq.  
Clean Air Council  
135 S. 19<sup>th</sup> Street  
Suite 300  
Philadelphia, PA 19103  
[joe\\_minott@cleanair.org](mailto:joe_minott@cleanair.org)

# Exhibit C



February 08, 2018

**BY CERTIFIED AND FIRST CLASS MAIL**  
David W. Anspach, III and Chrystal M. Anspach  
609 Joanna Road  
Morgantown, PA 19543

7036 0340 0000 1861 5383

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee  
\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postage  
\$ \_\_\_\_\_

**Total** David W. Anspach, III and Chrystal M. Anspach  
\$ \_\_\_\_\_  
**Sent** Anspach  
**Street** 609 Joanna Road  
**City, State, ZIP+4®** Morgantown, PA 19543  
3.5532104609e+013 PA-BR-0181.0000

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: MORGANTOWN PA 17604 FEB - 8 2018

Re: Mariner East 2 – Pennsylvania Pipeline Project  
Horizontal Directional Drilling Construction Notification  
and Offer of Alternative Temporary Water Supply

Dear David W. Anspach, III and Chrystal M. Anspach:

Previously, Sunoco Pipeline L.P. (“SPLP”) wrote to inform you that certain construction activity known as Horizontal Directional Drilling (“HDD”) for Mariner East 2, also known as the Pennsylvania Pipeline Project, is located within 450 feet of your property boundary. In that letter, SPLP offered private water supply/well testing at SPLP’s expense if you have a private water supply/well located within 450 feet of the HDD alignments. If you have not yet requested testing of your qualifying private water supply/well, but now would like SPLP to have your private water supply/well tested, please contact the Sunoco Representative for your area by calling Amy Johnson at (717) 208-7735.

In addition, as part of this construction activity, SPLP is offering landowners with a private water supply/well located within 450 feet of the HDD alignments to be connected to an alternative temporary water supply, such as a water buffalo, that will be installed and maintained at SPLP’s expense for the entire period of HDD operations.

If you would like to be connected to an alternative temporary water supply, please contact the Sunoco Representative for your area by calling Amy Johnson at (717) 208-7735.

Thank you for your cooperation.

Mark McConnell  
Land Project Manager  
Representing Sunoco Pipeline L.P.  
Office: (814) 204-0450

Received County of Berks Prothonotary's Office on 07/16/2019 2:55 PM Prothonotary Docket No. 19-14381

# Exhibit D

# MANKO | GOLD | KATCHER | FOX LLP

AN ENVIRONMENTAL AND ENERGY LAW PRACTICE

Nicole R. Moshang  
484-430-2324  
nmoshang@mankogold.com

*Admitted in PA and NJ*

March 2, 2018

Via Electronic and First-Class Mail

Stephen G. Harvey, Esquire  
Steve Harvey Law LLC  
1880 John F. Kennedy Boulevard  
Suite 1715  
Philadelphia, PA 19103

401 CITY AVENUE, SUITE 901  
BALA CYNWYD, PA 19004  
TEL: 484-430-5700  
FAX: 484-430-5711  
WWW.MANKOGOLD.COM

PHILADELPHIA, PA  
\*CHERRY HILL, NJ  
WILLIAMSPORT, PA  
*by appointment only*

*\*Partner responsible - Bruce S. Katcher*

Re: Anspach Property - 609 Joanna Road, Morgantown, PA 19543

Dear Mr. Harvey:

I am writing you with respect to your clients David and Chrystal Anspach.

As required by the Pennsylvania Department of Environmental Protection ("DEP"), Sunoco Pipeline L.P. ("SPLP") has offered all landowners with a private water supply/well located within 450 feet of any Horizontal Directional Drill ("HDD") a connection to an alternative temporary water supply, such as a water buffalo, at SPLP's expense for the duration of the HDD construction. Your clients, David and Chrystal Anspach, were one of the recipients of SPLP's letter because their home, located at 609 Joanna Road, Morgantown, Pa., fell within the criteria specified (see attached copy of the February 8<sup>th</sup> letter to the Anspachs). In response, Mr. Anspach addressed numerous questions regarding the offer to Ms. Lisa Rampy, the SPLP representative coordinating the installation of water vessels to qualified landowners, to which Ms. Rampy promptly responded. By e-mail dated February 20, 2018, Mr. Anspach advised Ms. Rampy that he would like to have his home connected to the proposed alternative temporary water supply during SPLP's construction activities in the vicinity of Mr. Anspach's home.

However, after advising Ms. Rampy of his desire to have SPLP connect his home to the proposed alternative temporary water supply, Mr. Anspach has since proceeded to direct numerous, repetitive questions to Ms. Rampy regarding the proposed connection. Ms. Rampy has promptly responded to each of Mr. Anspach's questions with the requested information, or if such information was not readily available, initiated appropriate inquiries in an effort to satisfy Mr. Anspach's concerns, and advised him of such actions. Ms. Rampy also arranged to have Elk Environmental, the company engaged by SPLP to install and maintain the water vessel, meet Mr. Anspach at his home to address his site-specific questions. Yet, despite SPLP and Ms. Rampy's best efforts to address each of Mr. Anspach's questions and concerns, your client does not appear





Stephen G. Harvey, Esquire

March 2, 2018

Page 2

satisfied and/or willing to accept the offer proposed to all landowners meeting the criteria set forth in SPLP's February 8<sup>th</sup> letter pursuant to the terms noted therein. Rather, Mr. Anspach has resorted to relying on his distorted "version" of the events and circumstances that he claims caused the contamination of his private well – which have been refuted by competent technical experts and rejected by DEP, to ask additional questions having nothing to do with SPLP's offer, and assert unreasonable demands and conditions in connection with the installation of the proposed alternative temporary water supply to his home. Presumably, Mr. Anspach's attempts to distort the record are related to his current appeal to the Pennsylvania Environmental Hearing Board of DEP's rejection of his claims against SPLP.

As Mr. Anspach is well aware, there is no evidence that SPLP's prior construction operations caused any contamination of the well on his property, and SPLP strongly disputes Mr. Anspach's continued allegations to this effect. The Anspachs are being offered the opportunity to be connected to an alternative temporary water supply solely because their home sits within 450 feet of SPLP's planned HDD construction activity – and not in response to his disputed allegations. Accordingly, while SPLP remains willing to cooperate with Mr. Anspach to address his reasonable logistical concerns regarding the provision of a temporary water source, i.e., date/time of installation, location of vessel on the property, and providing water source certificates, SPLP is not willing to provide any further guarantees and/or commitments beyond what is being offered to all other landowners meeting the specific criteria noted above.

Accordingly, in order to confirm timely installation of a water buffalo at the Anspach property, please advise me on or before 5:00 p.m. on Monday, March 5 whether your client still desires to have his home connected to the proposed alternative temporary water supply per these terms. Otherwise, we will assume he is no longer interested in accepting SPLP's offer.

Very truly yours,



Nicole R. Moshang

For MANKO, GOLD, KATCHER & FOX, LLP

NRM/mrb/11842.016

Enclosure

**cc:** Curtis Sullivan, Esq. (w/encl.)(via email)  
Janna Williams, Esq. (w/encl.)(via email)  
Senator Judith L. Schwank (w/encl.)(via first-class mail)  
Representative Mark Gillen (w/encl.)(via first-class mail)  
Board of Supervisors, Caernarvon Township (w/encl.)(via first-class mail)  
Commissioners, Berks County (w/encl.)(via first-class mail)



February 08, 2018

**BY CERTIFIED AND FIRST CLASS MAIL**  
David W. Anspach, III and Chrystal M. Anspach  
609 Joanna Road  
Morgantown, PA 19543

7036 0340 0000 1861 5383

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\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postage  
\$ \_\_\_\_\_

**Total** David W. Anspach, III and Chrystal M. Anspach  
\$ \_\_\_\_\_  
**Sent** Anspach  
609 Joanna Road  
**Street** Morgantown, PA 19543  
**City, State, ZIP+4®** 3.5532104609e+013 PA-BR-0181.0000

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: MORGANTOWN PA 17604 FEB - 8 2018

Re: Mariner East 2 – Pennsylvania Pipeline Project  
Horizontal Directional Drilling Construction Notification  
and Offer of Alternative Temporary Water Supply

Dear David W. Anspach, III and Chrystal M. Anspach:

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In addition, as part of this construction activity, SPLP is offering landowners with a private water supply/well located within 450 feet of the HDD alignments to be connected to an alternative temporary water supply, such as a water buffalo, that will be installed and maintained at SPLP’s expense for the entire period of HDD operations.

If you would like to be connected to an alternative temporary water supply, please contact the Sunoco Representative for your area by calling Amy Johnson at (717) 208-7735.

Thank you for your cooperation.

Mark McConnell  
Land Project Manager  
Representing Sunoco Pipeline L.P.  
Office: (814) 204-0450

Received County of Berks Prothonotary's Office on 07/16/2019 2:55 PM Prothonotary Docket No. 19-14381