

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PENNEAST PIPELINE COMPANY,
LLC,
One Meridian Boulevard, Suite 2C01
Wyomissing, PA 19610

CIVIL ACTION

Docket No. 5:18-cv-00508-JLS

Electronically Filed

Plaintiff,

vs.

A PERMANENT EASEMENT OF 0.75
ACRES AND A TEMPORARY
EASEMENT OF 1.01 ACRES ± IN
LOWER SAUCON TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA, TAX PARCEL NO.
N8-14-9;

A PERMANENT EASEMENT OF 0.43
ACRES AND A TEMPORARY
EASEMENT OF 0.63 ACRES ± IN
LOWER SAUCON TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA, TAX PARCEL NO.
N8-14-9G;

A PERMANENT EASEMENT OF 0.66
ACRES AND A TEMPORARY
EASEMENT OF 0.77 ACRES ± IN
LOWER SAUCON TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA, TAX PARCEL NO.
N8-14-9H;

BRUCE R. PETRIE, GINGER L.

ROUTING

- Council
- Manager *my*
- Asst. Mgr.
- Zoning
- Finance
- Police
- P. Works
- P/C
- P & R
- EAC
- Engineer
- Solicitor
- Planner
- Landfill
- EMC
- Other

C. Elliott

webate

PETRIE, LOWER SAUCON TOWNSHIP, RIDGESTONE BANK; AND ALL UNKNOWN OWNERS, Defendants.	
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**STIPULATION AND ORDER
REGARDING ENTRY AND ACCESS**

IT IS HEREBY STIPULATED AND AGREED, by and between the attorney for Plaintiff, PennEast Pipeline Company, LLC ("PennEast"), and Defendants Bruce R. Petrie and Ginger L. Petrie ("Landowner"), subject to approval by the Court as set forth below and for consideration as agreed between the parties, the sufficiency of which is hereby acknowledged, that:

(1) PennEast shall have access to the proposed Rights of Way described in the Amended Verified Complaint at paragraph 2(e)(1), 2650 Redington Road, Lower Saucon Township, Northampton County, Pennsylvania, Tax Parcel Numbers N8-14-9, N8-14-9G, and N8-14-9H (hereafter the "Property") and depicted in the drawings attached to the Verified Complaint as Exhibit "A," for the purposes set forth in PennEast's Certificate of Public Convenience and Necessity from the Federal Energy Regulatory Commission, subject to the following terms, which, as the case may be, constitute conditions precedent to PennEast or its representatives accessing the Landowner's Property.

(2) Landowner acknowledges that Landowner owns or claims an interest in the Property as identified in the Verified Complaint filed by PennEast, and that Landowner is authorized to enter into this Stipulation.

(3) Upon posting security as set forth below and without prejudice to a final determination by the Court of the rights and obligations of the respective parties, PennEast and its affiliates, agents, employees and contractors, as well as its surveyors, biologists, archeologists and environmental scientists (collectively, "PennEast"), shall be authorized to enter upon the Property for the sole purpose of conducting civil surveys, environmental surveys, cultural resource surveys, and all other surveys and tests (the "Permitted Activities") necessary for PennEast to comply with certain conditions of the FERC Certificate of Public Convenience and Necessity issued on January 19, 2018 (the "FERC Order").

(4) This stipulation shall be conditioned upon the filing by PennEast, with the Clerk or Registry of the Court in the above-referenced action, of a good and sufficient bond to secure reimbursement to Landowner for any damages resulting from the Permitted Activities, in the following amount: \$10,000.00.

(5) Landowner (including, without limitation, Landowner's agents, representatives, family members, employees, and attorneys, and any other persons in active concert or participation with Landowner) shall not interfere in any way with the performance by PennEast of any of the Permitted Activities.

(6) This Stipulation does not in any way affect the Landowner's rights, if any, to challenge the legality of this condemnation action or to seek just compensation and damages for the taking of the Rights of Way or any other objections or defenses that may be asserted in this action.

(7) PennEast shall indemnify, save harmless, release and forever discharge Landowner from and against all manner of actions, causes of action, claims, debts, suits, damages, demands or promises whatsoever at law or in equity, whether known or unknown, including without limitation for injury to person or property including death, of any person to the extent directly or indirectly arising or resulting from, or attributable to any act, omission, negligence or default of PennEast, its agents, contractors, subcontractors and employees in connection with the performance by PennEast of any Permitted Activities, save and except to the extent caused by any act, omission, negligence or default of the Landowner or Landowner's employees, contractors, agents, assigns or licensees.

(8) PennEast shall, prior to entry onto the Property and until the completion of all Permitted Activities, provide Landowner with an insurance certificate naming Landowner as additional insureds on its Excess Liability insurance policy with a limit of no less than \$5,000,000 evidencing coverage.

(9) PennEast agrees to provide Landowner with the name, address and telephone number of a designated point of contact, prior to the commencement of

any Permitted Activities on the Property, who can be contacted for the purpose of reporting any incidents of alleged damages or breaches of this Stipulation.

(10) PennEast will comply with all applicable local, state and federal laws, rules and ordinances in connection with the Permitted Activities. In the performance of the Permitted Activities, PennEast will park vehicles along the road and will not block Landowner's access to the residence unless there is a mutual agreement between Landowner and PennEast to park elsewhere. No trees on the Property will be cut by PennEast during the performance of the Permitted Activities. Existing vegetation, including weeds and brush, will only be disturbed by PennEast during the performance of the Permitted Activities to the extent reasonably necessary for activities such as line of sight measurements.

(11) PennEast agrees that its agents, officers, employees, contractors, vendors, and/or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Rights of Way or (ii) bring any dog, gun, firearm, alcohol or illegal drug of any kind unto the Property.

(12) PennEast agrees that any restoration work required upon the completion of the required surveys, field tests and studies shall be completed within a reasonable and customary period of time, weather permitting, at the sole expense of PennEast and further agrees that it shall compensate Landowner for any unremediated damage to the surface of the Property as a result of entry upon the

Property to perform Permitted Activities. In addition, PennEast shall complete all restoration work pursuant to the requirements of its FERC Certificate and any applicable laws, rules, regulations, permits and licenses.

(13) PennEast agrees to notify the Landowner or Landowner's designated counsel at least seventy-two (72) hours prior to the intended entry upon the Property for the Permitted Activities. In addition, PennEast shall only enter the Property between the hours of 7:00 am and 7:00 pm on Mondays through Fridays for purposes of completing the required surveys, field tests and studies, and will have no right to access the Property on weekends or recognized national holidays. Provided, however, that this time limitation will not apply if certain tests and surveys related to threatened and/or endangered bat species must be conducted between the hours of 7:00 pm and 7:00 am, subject to the foregoing notification requirement.

(14) It is further agreed that Landowner's Answer shall be due within 30 days from the filing of this Stipulation and Consent Order.

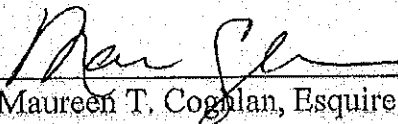
(15) The attorneys whose signatures appear below represent that they are

authorized to enter into this stipulation on behalf of their respective clients.

SO STIPULATED.

ARCHER & GREINER, P.C.

By:



Maureen T. Coghlan, Esquire

Three Logan Square

1717 Arch Street, Suite 3500

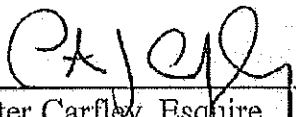
Philadelphia, PA 19103

(215) 963-3300

Attorneys for PennEast Pipeline

Company, LLC

LAVERY LAW

By: 
Peter Carfley, Esquire

Attorneys for Bruce and Ginger Petrie

Dated: 6/8/18

IT IS SO ORDERED:

/s/ Jeffrey L. Schmehl

Date: 6/11/18

THE HONORABLE JEFFREY L. SCHMEHL, U.S.D.J.

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BRUCE R. AND GINGER L. PETRIE,
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PENNSYLVANIA DEPARTMENT OF
TRANSPORTATION; RIDGESTONE
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AND ALL UNKNOWN OWNERS,

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**NOTICE OF VOLUNTARY WITHDRAWAL OF PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT AND PLAINTIFF'S MOTION
FOR PRELIMINARY INJUNCTION FOR IMMEDIATE POSSESSION**

Please take notice that the above-named Plaintiff voluntarily withdraws its Motion for Partial Summary Judgment Confirming Condemnation Authority, together with its Statement of Undisputed Material Facts, and its Motion for an Order Granting Preliminary Injunction for Immediate Possession.

Respectfully submitted,

By: /s/ Maureen T. Coghlan
Maureen T. Coghlan, Esquire
Archer & Greiner, P.C.
Three Logan Square
1717 Arch Street, Suite 3500
Philadelphia, Pennsylvania 19103
(215) 963-3300
Fax: (215) 963-9999
Attorneys for Plaintiff
PennEast Pipeline Company, LLC

Dated: June 12, 2018

214640027v1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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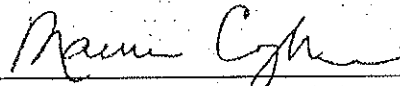
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 12, 2018, I caused a copy of the Notice of Voluntary Withdrawal of Plaintiff's Motion for Partial Summary Judgment and Plaintiff's Motion for Preliminary Injunction for Immediate Possession to be served upon all counsel of record by operation of the court's CM/ECF system with copies also sent to all unrepresented parties by regular mail.

Respectfully submitted,

By: 

Maureen T. Coghlan, Esquire
Archer & Greiner, P.C.
Three Logan Square
1717 Arch Street, Suite 3500
Philadelphia, Pennsylvania 19103
(215) 963-3300
Fax: (215) 963-9999
Attorneys for Plaintiff
PennEast Pipeline Company, LLC