

**FILE**



**Bricker & Eckler**  
ATTORNEYS AT LAW

COLUMBUS | CLEVELAND  
CINCINNATI-DAYTON

**BRICKER & ECKLER LLP**  
100 South Third Street  
Columbus, Ohio 43215-4291  
MAIN: 614.227.2300  
FAX: 614.227.2390

www.bricker.com  
info@bricker.com

Sally W. Bloomfield  
614.227.2368  
sbloomfield@bricker.com

October 15, 2010

RECEIVED-DOCKETING DIV  
2010 OCT 15 PM 12:16  
Via Hand Delivery  
**PAUCO**

Ms. Renee Jenkins  
Administration/Docketing  
Ohio Power Siting Board  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

**Re: Dominion East Ohio Gas  
Case No. 10-1067-GA-BNR**

Dear Ms. Jenkins:

On October 5, 2010, Counsel for Dominion East Ohio Gas ("DEO") erroneously filed in Case No. 09-1960-GA-BLN the following permits and authorizations as required by federal and state entities in compliance with the Staff Investigation Report and Recommendation ("Staff Report") Condition No. 3:

- Ohio EPA Section 401 Water Quality Permit
- Ohio EPA General Permit
- Ohio Historic Preservation Permit
- Ohio Department of Natural Resources Permit
- Department of Army Corps of Engineers Permit
- U.S. Fish and Wildlife Permit
- Approval of the Storm Water Pollution Prevention Plan
- Board of Park Commissioners of the Cleveland Metropolitan Park District Permit
- Approval from the Village of Cuyahoga Heights
- License Agreement
- Temporary Construction Agreement & Amendment Easements and Land Agreement

This letter serves as an *Erratum* so that the attached letter and documents filed October 5, 2010, are now filed in Case No. 10-1067-GA-BNR. If you have any questions, please call me at the number listed above.

Sincerely,

*Sally W. Bloomfield*  
Sally W. Bloomfield

Attachments

cc: Jim O'Dell (w/Attachments)

**This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.**  
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FAX: 614.227.2390

www.bricker.com  
info@bricker.com

Sally W. Bloomfield  
614.227.2368  
sbloomfield@bricker.com

RECEIVED-DOCKETING DIV

October 5, 2010

2010 OCT -5 PM 4:27

Via Hand Delivery

PUCO

Ms. Renee Jenkins  
Administration/Docketing  
Ohio Power Siting Board  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

Re: **Dominion East Ohio Gas**  
**Case No. 09-1960-GA-BNR**  
**10-1067**

Dear Ms. Jenkins:

In compliance with the Staff Investigation Report and Recommendation ("Staff Report") Condition No. 3, Dominion East Ohio Gas ("DEO") submits the following permits and authorizations as required by federal and state entities:

- Ohio EPA Section 401 Water Quality Permit
- Ohio EPA General Permit
- Ohio Historic Preservation Permit
- Ohio Department of Natural Resources Permit
- Department of Army Corps of Engineers Permit
- U.S. Fish and Wildlife Permit
- Approval of the Storm Water Pollution Prevention Plan
- Board of Park Commissioners of the Cleveland Metropolitan Park District Permit
- Approval from the Village of Cuyahoga Heights
- License Agreement
- Temporary Construction Agreement & Amendment
- Easements and Land Agreement

If you have any questions, please call me at the number listed above.

Sincerely,

*Sally W. Bloomfield*  
Sally W. Bloomfield

cc: Jim O'Dell (w/Attachments)



State of Ohio Environmental Protection Agency

OHIO E.P.A.

**STREET ADDRESS:**

Lazarus Government Center  
60 W. Town St., Suite 700  
Columbus, Ohio 43215

TELE: (614) 644-3028 FAX: (614) 644-3184  
www.epa.state.oh.us

**MAILING ADDRESS:**

SEP 27 2010

ENTERED DIRECTOR'S JOURNAL  
Columbus, OH 43216-1049

**Certified Mail**

September 27, 2010

East Ohio Gas Company  
Attn: Anne Bomar, Senior VP, EOG  
1201 E 55<sup>th</sup> Street  
Cleveland, Ohio 44103

I certify this to be a true and accurate copy of the  
official documents as filed in the records of the Ohio  
Environmental Protection Agency.

By: [Signature] Date: 9-27-10

Re: Cuyahoga County / Independence, Cuyahoga Heights, Brooklyn Heights  
Grant of Section 401 Water Quality Certification; Preferred Design Alternative  
Project to replace two existing 18-inch diameter bare steel natural gas  
distribution pipeline segments with one new 24-inch diameter coated steel  
pipeline segment  
ACOE Public Notice No. 2009-01817 / Ohio EPA ID No. 103618

Ladies and Gentlemen:

The director of the Ohio Environmental Protection Agency hereby authorizes the above  
referenced project under one or both of the following authorities and is subject to the  
following modifications and/or conditions:

**Section 401 Water Quality Certification**

Pursuant to Section 401 of the Federal Water Pollution Control Act, Public Law 95-217,  
the director of the Ohio Environmental Protection Agency hereby certifies that the  
above-referenced project will comply with the applicable provisions of Sections 301,  
302, 303, 306, and 307 of the Federal Water Pollution Control Act.

**Ohio Isolated Wetland Permit**

Pursuant to Ohio Revised Code Chapter 6111 and Ohio Administrative Code Chapter  
3745-1, and other applicable provisions of state law, the director of the Ohio  
Environmental Protection Agency hereby concludes that the above-referenced project  
will comply with the applicable provisions of Sections 6111.03 and 6111.04 of the Ohio  
Revised Code.

This authorization is specifically limited to a Section 401 Water Quality Certification  
and/or Ohio Isolated Wetlands Permit (here after referred to as "permit") with respect to  
water pollution and does not relieve the applicant of further Certifications or Permits as  
may be necessary under the law. I have determined that a lowering of water quality in  
the Cuyahoga River (04110002) as authorized by this permit is necessary. I have made  
this determination based upon the consideration of all public comments, and including  
the technical, social, and economic considerations concerning this application and its  
impact on waters of the state.

Ted Strickland, Governor  
Lee Fisher, Lieutenant Governor  
Chris Korleski, Director

Impacts to Streams (62.5 LF) will occur. Stream 2 is a drainage cut from the top of the embankment where the horizontal directional drilling equipment will access the site. Stream 3 in the application is a drainage conveyance located within Wetland 5 and north of Valley Belt Road and initiates at a storm drain outlet. It had no defined bank or bed, and therefore by definition is not a stream. Stream 1 is to be avoided and no impacts to stream 1 are authorized by this permit.

No impacts to the Ohio Canal or the Cuyahoga River are authorized by this permit. Avoidance of these two water bodies shall be accomplished by means of horizontal directional drilling under them. There is a frac-out contingency plan that is incorporated by reference elsewhere in this permit.

Stream impacts shall be limited to a 50 foot wide temporary construction width.

Stream ID	Existing Use	Type	DEP (H) (E) (S) (P)	Total Length on Site (LF)	Total Length Impacted (LF)	Percent Avoided
1		E	30	138	0	100%
2	Class I PWH	E	27	62.5	62.5	0.0%
3	Because this stream had no definable bank or channel, it does not meet the rule-definition of a stream.					
Totals				200.5	62.5	68.8%

\* As provided by applicant  
2. Wetlands

Wetlands 2 through 6 are located along Valley Belt Road, and are within East Ohio Gas' utility corridor. They will be impacted during the installation of a new gas line to replace an existing corroded gas line.

Wetland impacts shall be limited to a 50 foot wide temporary construction width.

Wetland ID	Isolated or Non-Isolated	Forested or Non-Forested	Category	Total Acreage on Site	Total Acreage Impacted	Percent Avoided
2	Non-isolated	Non-Forested	1	0.036	0.036	0.0%
3	Non-isolated	Non-Forested	1	0.001	0.001	0.0%
4	Non-isolated	Non-Forested	1	0.223	0.223	0.0%
5	Non-isolated	Non-Forested	1	0.892	0.892	0.0%
6	Non-isolated	Non-Forested	1	0.078	0.078	0.0%
Totals				1.230	1.230	0.0%

## **PART I ON-SITE WATER RESOURCES AND IMPACTS**

### **A. Watershed Setting**

The watershed setting is the Cuyahoga River and the Ohio Canal. Specifically, the section of river located at Valley Belt Road North to East 49<sup>th</sup> Street.

HUC (11-Digit) and Drainage Name: 0411-0002-060, Cuyahoga River (downstream from Tinker's Creek to mouth)

Designations: Warmwater Habitat (WWH), Limited Resource Water (LRW)

River Mile: 10.5

Watershed Impairment Status and Causes of Impairment: Per the Ohio EPA 2008 Integrated Report, Section M.2, Watershed Assessment Unit (WAU) Summaries, the high magnitude causes of impairment are:

- Metals
- Organic Enrichment/DO
- Flow Alteration
- Direct Habitat Alterations

The high magnitude sources of impairment are:

- Combined Sewer Overflows
- Urban Runoff/Storm Sewers (NPS)
- Spills

Attainment Status: Full Attainment

### **B. Project Description**

Project is for the replacement of approximately 3,500 linear feet (LF) of gas pipeline, of which approximately 2,050 LF will be replaced using an open trench method and approximately 1,450 LF will be replaced using a horizontal direction drill crossing the Ohio Canal and the Cuyahoga River. The project is located in the Villages of Brooklyn Heights and Cuyahoga Heights in Cuyahoga County.

### **C. Impacts**

Under the preferred alternative, impacts to waters of the state are as follows:

#### **1. Streams**

3. Lakes

Impacts to lakes are not authorized under this permit.

**PART II TERMS & CONDITIONS**

- A. Terms and conditions outlined in this section apply to project and mitigation construction as described in this permit.
- B. This permit shall be valid for a period of five (5) years from the date of issuance.
- C. The Permittee shall notify Ohio EPA, in writing, and in accordance with *Part IV (NOTIFICATIONS TO OHIO EPA)* of this permit, upon the start and completion of site development and mitigation construction.
- D. By December 31 of each year following the date of this permit and through the duration of project and mitigation construction, a "project update report" shall be submitted to Ohio EPA. This report shall document the status of the filling activities at the development site including dates filling was started and completed, or are expected to be started and completed. If filling activities have not been completed, a drawing shall be provided, which shows the locations and acreage/feet of wetlands/streams that have not yet been filled. If filling activities have been completed, then as-built drawings shall be submitted, which show where fill was placed.
- E. A copy of this permit shall remain on-site for the duration of the project and mitigation construction activities.
- F. Unpermitted impacts to surface water resources and/or their buffers occurring as a result of this project must be reported within 24 hours of occurrence to Ohio EPA, Division of Surface Water, Section 401/IWP Manager, (614-644-2001), for further evaluation.
- G. Pesticide application(s) for the control of plants and animals shall be applied in accordance with rule 3745-1-01 of the Ohio Administrative Code, and may require a site specific application permit from Ohio EPA. Such a permit may be obtained by calling 614-644-2001 and speaking with the Toxicology Specialist.
- H. Blasting shall not be done within or near waters of the state (including wetlands) without prior consultation with the Ohio Department of Natural Resources, Division of Wildlife, to determine what protective measures should be taken to minimize damage to wildlife.

- I. Any authorized representative of the director shall be allowed to inspect the authorized activity at reasonable times to ensure that it is being or has been accomplished in accordance with the terms and conditions of this permit.
- J. In the event that there is a conflict between the permit application, including the mitigation plan, and the conditions within this permit, the condition shall prevail unless Ohio EPA agrees, in writing, that the permit application or other provision prevails.
- K. The applicant shall provide electronic maps of the development area and the restored wetlands and streams in the corridor areas to Ohio EPA's Environmental Mitigation & Special Permitting section within 30 days of the pipeline's in-service date. When sending the electronic files, include the Ohio EPA ID Number and the Army Corps of Engineers Number (if applicable). If possible these electronic maps shall be GIS shape files or Geodatabase files. If this is not possible, the electronic maps shall be in another electronic format readable in GIS (GIF, TIF, etc). The electronic files shall be sent to the following e-mail address: [Ric.Queen@epa.state.oh.us](mailto:Ric.Queen@epa.state.oh.us)

If the files are too large to send by e-mail, a disk containing the electronic files shall be mailed to the following address:

Ohio Environmental Protection Agency  
Division of Surface Water  
Environmental Mitigation & Special Permitting  
Attn: Ric Queen  
50 West Town Street, Suite 700  
PO Box 1049  
Columbus, OH 43216-1049

- L. This proposal may require other permits from Ohio EPA. For information concerning application procedures, contact the Ohio EPA District Office as follows:

Ohio Environmental Protection Agency  
Northeast District Office  
2110 East Aurora Road  
Twinsburg, Ohio 44087  
330-963-1200

Additional information regarding environmental permitting assistance at Ohio EPA can be found at  
[http://www.epa.ohio.gov/dir/permit\\_assistance.aspx](http://www.epa.ohio.gov/dir/permit_assistance.aspx)

M. Best Management Practices (BMPs)

1. All water resources and their buffers, which are to be avoided, shall be clearly indicated on site drawings, demarcated in the field and protected with suitable materials (e.g., silt fencing) prior to site disturbance. These materials shall remain in place and be maintained throughout the construction process.
2. All BMPs for storm water management shall be designed and implemented in accordance with the most current edition of the Ohio Department of Natural Resources Rainwater and Land Development Manual, unless otherwise required by the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction activities (construction general permit), if required.

A copy of the Rainwater and Land Development Manual is available at:  
<http://www.dnr.state.oh.us/tabid/9186/default.aspx#Manual>

A copy of the NPDES construction general permit is available at:  
[http://www.epa.ohio.gov/dsw/storm/construction\\_index.aspx#Construction%20General%20Permit](http://www.epa.ohio.gov/dsw/storm/construction_index.aspx#Construction%20General%20Permit)

3. Straw bales shall not be used as a form of erosion/sediment control.
4. Grass filter strips shall be established adjacent to all avoided/relocated and un-culverted waters of the state, including wetlands and existing buffer areas. Filter strips shall be vegetated with non-invasive species native to Ohio and shall be designed and implemented in accordance with the most current edition of the Ohio Department of Natural Resources' Rainwater and Land Development Manual.
5. Temporary fill shall consist of suitable non-erodible material and shall be stabilized to prevent erosion.
6. Materials used for fill or bank protection shall consist of suitable material free from toxic contaminants in other than trace quantities. Broken asphalt is specifically excluded from use as fill or bank protection.
7. Concrete rubble used for fill or bank stabilization shall be a minimum size/weight of concrete in the range of 100-500 lbs per piece or 12 inches to 18 inches in diameter; free of exposed re-bar; and, free of all debris, soil and fines.
8. Cadmium chromium arsenate (CCA) and creosote treated lumber shall not be used in structures that come into contact with waters of the state.



9. Trees removed from temporary impact areas to facilitate construction shall be replaced with appropriate tree species native to Ohio.

N. Wildlife Protection

1. In order to protect the Indiana bat during this development, bat habitat trees shall not be cut from April 1 through September 30, unless specifically approved by the U.S. Fish and Wildlife Service.
2. In the event that an eastern massasauga rattlesnake (*Sistrurus catenatus catenatus*) is encountered during construction of the project, work should immediately be stopped and the Ohio Department of Natural Resources, Division of Wildlife should be contacted. Caution should be employed during construction and during the snakes' active season (March 15 - November 15).
3. In order to prevent adverse impacts to the bald eagle (*Haliaeetus leucocephalus*) from disturbances during the egg laying period to the nest located within ½ mile of the proposed project site, work at the site is restricted from January 1 through July 15. The Permittee shall contact the U.S. Fish and Wildlife Service's Columbus, Ohio office at (614) 416-8993 to ensure that the fledgling eagles have left the nest prior to construction start.
4. No in-water work shall take place during the environmental window of March 15 through June 30, unless specifically approved by the Ohio Department of Natural Resources, Division of Wildlife, in writing, with a copy provided to Ohio EPA prior to undertaking any in-water work during the environmental window.
5. If native mussels and/or mussel beds, not previously identified, are encountered at any time during construction or dredging activities, work must cease immediately and the Ohio Department of Natural Resources' Division of Wildlife must be contacted for further evaluation.

O. Terms and Conditions Specific to Utility Corridors

1. During construction, permanent trench and/or slope breakers shall be installed adjacent to streams and at both ends of wetlands to prevent draining the wetlands or streams, maintain original wetland or stream hydrology, control sedimentation, and control trench slumping.
2. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream.

3. All construction activities within streams shall be restricted to a 50-foot construction right-of-way width for a timeframe only necessary to safely and successfully conduct the pipeline installation. Streams will be restored to pre-construction conditions upon completion of the HDD and open-cut installation activities.
4. Clearing of stream bank vegetation shall be limited to areas of trenching. If extra work space is needed, it shall be set back at least 10 feet from the stream bank to avoid disturbing any more bank vegetation.
5. Where stream crossings will be implemented using the horizontal directional drilling (HDD) method, construction will comply with EOG's "HDD Frac-out Contingency Plan – Dominion East Ohio Gas, Last updated May 25, 2010" and Gabe's Construction Company's "Drilling Fluid Contingency Plan for Directional Drilling". The Frac-out Contingency Plan is included as part of this permit by reference. If a Frac-out occurs, the permittee shall notify Ohio EPA as soon as practicable as follows:
  - a. All frac-outs shall be reported to Ohio EPA's Spill Hotline at 1-800-282-9378; and
  - b. All frac-outs to waters of the state shall be reported to Joe Loucek, 401 Coordinator at 330-963-1258.
6. The applicant shall notify the Ohio EPA, 401 Section at least 7 days prior to the start of an HDD stream or wetland crossing.
7. Cleared timber shall not be windrowed or stacked in wetland areas.
8. Diversion ditches shall not be constructed within wetlands.
9. Vehicular traffic through wetlands during construction shall be limited to line installation and ground restoration.
10. Any seeding to restore vegetation shall be accomplished using hand-held broadcast seeders.

### **PART III MITIGATION**

#### **A. Description of Required Mitigation**

Mitigation shall consist of restoring all portions of Stream 2 and Wetlands 2 through 6 that are impacted during the work in the utility corridor and the purchase of 1.3 acres of wetland preservation mitigation credits at the Geauga County Upper Cuyahoga Consolidated Wetlands Mitigation Bank ("Pope Home site"), located in Troy Township, Geauga County, Ohio. This mitigation site is

located within the same 8-digit HUC (04110002) as where the impacts are occurring. The purchase of 1.3 acres and 63 linear feet of preservation credits includes complete mitigation for wetland 2, considering that partial on-site mitigation of wetland 2 is not practicable, all other wetland impacts listed above, and impacts to stream 2.

**B. Mitigation and Monitoring Plan**

Within 30 days of the date of this permit, the Permittee shall submit a final mitigation plan to Ohio EPA, as approved by Ohio EPA.

**C. Timing of Mitigation Requirements**

1. As mitigation for impacts described in Part I.C of this permit, the applicant shall implement the final approved mitigation plan and comply with the terms and conditions in this permit.
2. Within 30 days of the date of permit, the applicant shall submit to Ohio EPA a copy of the final check to Geauga County, which will demonstrate that a fully executed mitigation bank agreement with Geauga County Upper Cuyahoga Consolidated Wetlands Mitigation Bank ("Pope Home site") has been completed.

**D. Protection in Perpetuity**

1. For the above described on-site (within the utility corridor) stream and wetland mitigation (restoration) areas, the protection in perpetuity component is being met by EOG's utility corridor easement. Offsite mitigation is occurring at a mitigation bank, therefore no additional demonstration of protection in perpetuity is required.

**E. Agency Site Visit**

The applicant shall arrange an on-site mitigation meeting with Ohio EPA during the growing season that follows the submittal of the third annual mitigation monitoring report. The purpose of this inspection is to determine if the mitigation project has been constructed in accordance with the mitigation and monitoring plan approved by Ohio EPA and the terms and conditions of this permit. The applicant is responsible for undertaking any modifications identified by Ohio EPA.

The applicant may request an on-site mitigation meeting with the OEPA after one full growing season, if the applicant can provide all appropriate documentation that the mitigation project has been constructed in accordance with the mitigation and monitoring plan and successful on-site wetland and stream restoration has been obtained.

#### D. Reporting

##### 1. Mitigation Construction Report

A mitigation construction update report shall be submitted to Ohio EPA by December 31 of each year following the date of this permit and until mitigation construction is complete and a mitigation monitoring report is ready for submittal. Each mitigation construction update report shall contain, at a minimum, the following information:

- a. The status of all of the mitigation required for the project as specified in the application and permit;
- b. Mitigation construction start date, completion date, or expected start and completion date;
- c. A discussion of the extent to which the mitigation has been completed according to the timelines specified in this permit;
- d. Current contact information for all responsible parties including, but not limited to the company & project names, contact names, mailing addresses, e-mail addresses, and phone numbers (cell, work). For the purposes of this condition, responsible parties include, but may not be limited to the Permittee and consultant.

##### 2. Annual Mitigation Monitoring Reports

- a. The mitigation monitoring period shall commence immediately following completion of mitigation construction and shall continue through a five year monitoring period.
- b. The applicant may request the monitoring period be reduced, based on the effectiveness of the compensatory mitigation project.
- c. Annual mitigation monitoring reports shall be submitted to Ohio EPA by December 31 of the first full year following the end of the first full growing season and completion of mitigation construction. All subsequent reports shall be submitted by December 31<sup>st</sup> of each of the monitoring years.
- d. Annual mitigation monitoring reports shall be prepared in accordance with "INTEGRATED WETLAND ASSESSMENT PROGRAM, Part 6: Standardized Monitoring Protocols and Performance Standards for Wetland Creation, Enhancement and Restoration, Version 1.0 Ohio EPA Technical Report WET/2004-6", available at



m. Each annual report shall include photographs to be collected as follows:

- i. An adequate number of fixed observation points shall be selected, with no fewer than three fixed observation points per distinct mitigation area, to provide representative overviews of each distinct mitigation area. The stakes shall be of UV resistant PVC material and have permanent unique numbers affixed to them. Annual photographs documenting site conditions will be taken at these locations and will include the stake and stake number in the field of view. In lieu of permanent stakes, establishing set GPS coordinates to return to each year is acceptable. GPS coordinates must be collected using a GPS accurate to less than one (1) meter, and initial and all subsequent use of the coordinates must be when the GPS accuracy is at or less than one (1) meter. The GPS coordinates and accuracy, both "as read" and "software corrected" must be submitted to Ohio EPA with all photographs.
- ii. Photographs shall be taken from these points at the same position and angle during the growing season of each monitoring year with the unique numbers in the field of view. The fixed observation points shall be marked on the base map.
- iii. Additional photographs of areas of interest within each distinct mitigation area shall be provided in each monitoring report. Areas of interest include, but are not limited to, plant communities, open water areas, areas dominated by invasive species, unvegetated areas, erosional areas, unstable areas, developing shrub/forest areas, in-stream structures, other structures, wildlife usage, easement encroachments, sediment deposition, floodplain development, habitat development, wildlife usage, corrective action areas, conservation signage, etc. The Permittee shall mark the locations of these photographs on the base map.

## 2. On-site Stream Restoration

- a. All on-site stream impacts authorized by this permit shall be restored to pre-impact conditions as measured by either a Qualitative Habitat Evaluation Index (QHEI) or a Headwater Habitat Evaluation Index (HHEI) score greater than or equal to the pre-construction score;

- b. Prior to impacts, in order to develop a restoration design, each stream shall be quantifiably measured for slope, bank depth, bank width, ordinary high water mark, and vegetation;
- c. Within 7 days of final backfilling, stream banks within the construction limits shall be fully restored, including final contouring, final seeding and stabilization using jute matting.
- d. During excavation, the streambed bottom shall be segregated from any underlying soils;
- e. During filling activities, soils and streambed bottom shall be replaced in the reverse order from how they were excavated;
- f. Original stream bed elevations and stream bank contours will be restored to native substrate and composition with native stream bank materials (i.e., no clean hard fill);
- g. Because the on-site mitigation will involve the restoration and/or enhancement of specific stream ecological services (e.g., functions or values, the connectivity and continuity of a stream bifurcated by the project, etc.), performance and success shall be quantitatively measured using methods appropriate to evaluating whether the specific function or value was created and to what extent;
- h. The unimpacted stream and stream buffer areas (upstream and downstream) must not experience a degradation that could be accounted to the project's impacts; and
- i. Stream banks will be re-vegetated and/or stabilized with a native species mix of herbaceous or shrub species, using the planting schedule in the final mitigation plan.

3. On-site Wetland Restoration as Mitigation

- a. All on-site wetland impacts shall be restored to their pre-impact conditions, as documented by the pre-impact Ohio Rapid Assessment Method (ORAM) scores;
- b. Prior to impacts, in order to develop a restoration design, each wetland shall be quantifiably measured for elevation, ordinary high water mark, and vegetation;
- c. Temporary re-grading and re-seeding will be accomplished within 48 hours after disturbance of wetlands;

- d. Restoration of original wetland elevations and contours shall be restored no later than the first growing season after all pipeline construction activities are complete at the wetlands crossing;
- e. Final vegetative cover shall be planted at each wetland no later than the first growing season after all pipeline construction activities are complete at the wetlands crossing;
- f. During excavation, hydric soils shall be segregated from any non-hydric soils;
- g. During filling activities, soils shall be replaced in the reverse order they were excavated;
- h. Original wetland elevations and contours shall be restored to native substrate and composition with native materials (i.e., no clean hard fill);
- i. Because the on-site mitigation will involve the restoration and/or enhancement of specific wetland ecological services (functions or values), e.g. the connectivity and continuity of a wetland bifurcated by the project, etc. performance and success shall be quantitatively measured using methods appropriate to evaluating whether the specific function or value was created and to what extent;
- j. The unimpacted wetland and buffer areas must not experience a degradation that could be accounted to the project's impacts; and
- k. On-site wetlands shall be re-vegetated and/or stabilized with a species mix in accordance with the planting schedule in the final mitigation plan. Seeds shall be selected species as specified in the mitigation plan.
- l. Wetland 2 is not within an East Ohio Gas utility corridor easement, and therefore does not have the same protections in perpetuity as the other impacted wetlands. Restoration of wetland 2 is required as part of this authorization. But because the wetland cannot reasonably be expected to be protected in perpetuity, restoration of wetland 2 cannot count toward mitigation.

C. Monitoring/Reporting Requirements

1. On-site Wetlands Restoration as Mitigation

The following monitoring requirements apply only to wetlands restored within the pipeline corridor on the project site.



- a. Quantitative On-site Wetland Restoration Characterization - all on-site wetland restoration areas will be assessed in monitoring years one, three and five to determine the percentage of the plant community dominated by wetland vegetation classified as:
  - i. obligate hydrophytic, as identified in the most current version of the applicable United States Army Corps of Engineers (US ACOE) Wetland Delineation Manual;
  - ii. facultative hydrophytic, as identified in the most current version of the applicable US ACOE Wetland Delineation Manual; and
  - iii. invasive species, as identified in the most current version of the Ohio Rapid Assessment Method (ORAM) User's Manual.
- b. Physical Measurements- A plan view and at least one cross-section through the short axis and another through the long axis is required for each mitigated wetland, and shall be collected in monitoring years one, three and five and

D. Performance Criteria

1. General Performance Criteria Requirements  
None
2. On-site Wetlands – Restoration of Impacted Wetlands as Part of Mitigation
  - a. Except for forested wetlands, within five (5) years of completion of the wetland restoration activities, the following measureable benchmarks shall be attained in all restored wetland areas:
    - i. the restored wetland(s) shall meet or exceed the ORAM wetland category the wetland had prior to impacts;
    - ii. restored on-site wetlands will meet the wetlands soil, hydrology and vegetation criteria as defined in the most current United States Army Corps of Engineers Wetlands Delineation Manual and/or Supplement;

I. Contingency Plans

If the mitigation areas are not performing as proposed by the end of the fifth year of post construction monitoring, the monitoring period may be extended and/or the Permittee may be required to revise the existing mitigation or seek out new or additional mitigation areas.

Ohio EPA may reduce or increase the number of years for which monitoring is required to be conducted based on the effectiveness of the mitigation.

IV. NOTIFICATIONS TO OHIO EPA

All notifications, correspondence, and reports regarding this permit shall reference the following information:

Permittee Name: East Ohio Gas  
Project Name: PIR 174 – E. 49<sup>th</sup> Street HDD  
Ohio EPA ID No. 103618

and shall be sent to:

Ohio Environmental Protection Agency  
Division of Surface Water, 401/IWP Unit  
Lazarus Government Center  
50 West Town Street  
P.O. Box 1049  
Columbus, Ohio 43216-1049

You are hereby notified that this action of the director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within 30 days after notice of the director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Ohio Treasurer Kevin Boyce," which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the director within three days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission  
309 South Fourth Street, Room 222  
Columbus, OH 43215

Sincerely,



Chris Korleski  
Director

cc: Keith Sendziak, Department of the Army, [Buffalo] District, Corps of Engineers  
Kevin Pierard, U.S. EPA, Region 5  
Mary Knapp, U.S. Fish & Wildlife Service  
Brian Mitch, ODNR, Division of Real Estate & Land Management  
Dave Snyder, Ohio Historical Preservation Office  
Ric Queen, Ohio EPA, DSW  
Marc Smith, EAS  
Mike Liptak, Environscience, Inc.  
Jeff Tingle, Environment & Archaeology, LLC  
Joe Loucek, Ohio EPA, DSW, NEDO

Attachments: Site Location Map (project)  
Site Location Map (mitigation)

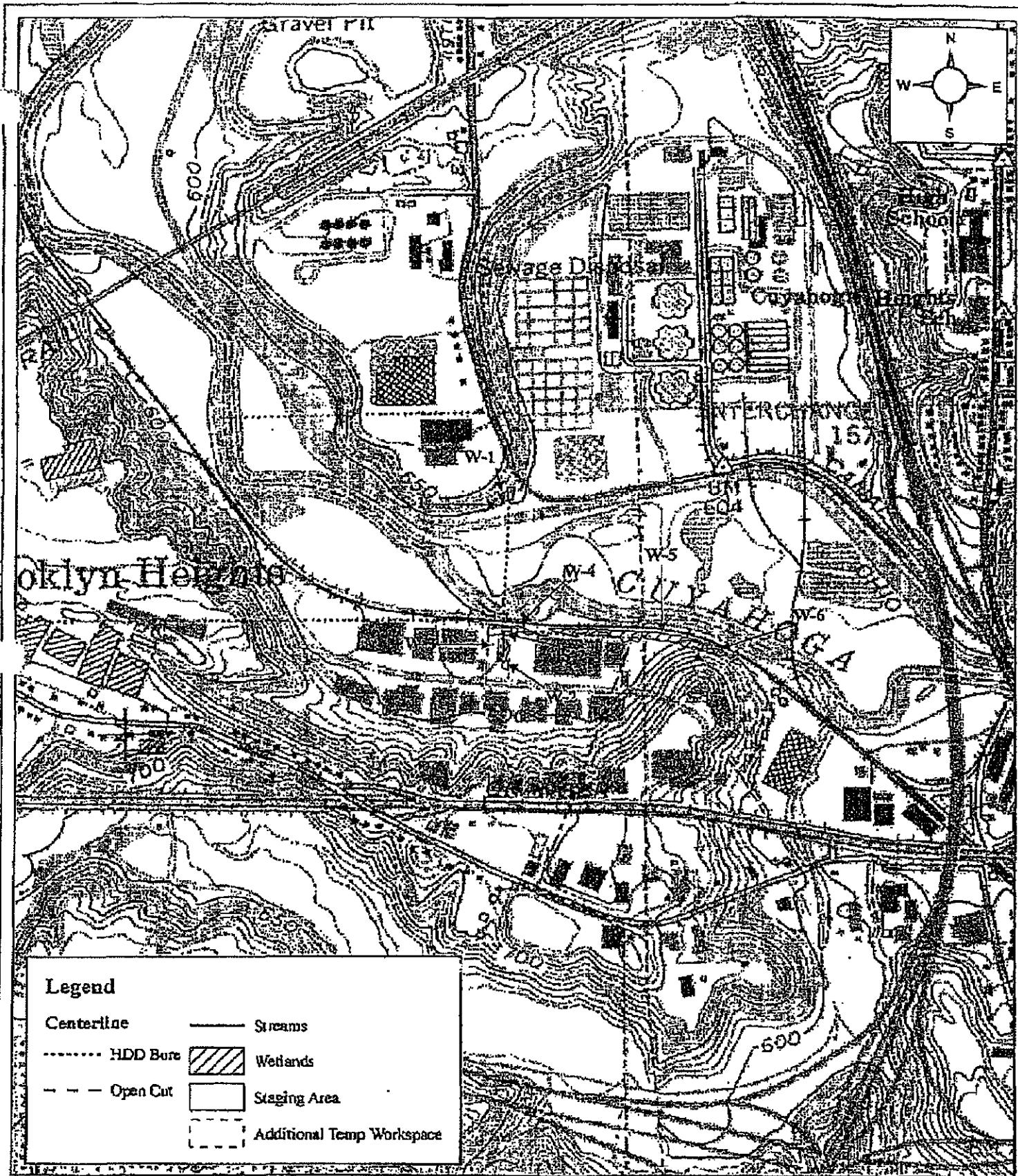


Figure 1

East Ohio Gas Company  
 PIR174 - E. 49th Street HDD Bore Project  
 Project Location  
 Cuyahoga County, Ohio

USGS 7.5' Topographic Map Enlargement  
 Cleveland South, Ohio Quadrangle  
 1:12,000  
 Environment and Archaeology, LLC

..... New CL Bare

• • • • Silt Fence

□ Timber Mat (Ac

▨ Rock Construct

Note: The total width clearing of vegetation side of a utility line, utility line, PIR044 60-foot width constr will undergo excavat vegetation and soil construction width. within a 50-foot width north of the dangle in a 10-foot width bey





State of Ohio Environmental Protection Agency

**STREET ADDRESS:**

Lazarus Government Center  
50 W. Town St., Suite 700  
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184  
www.epa.state.oh.us

**MAILING ADDRESS:**

P.O. Box 1049  
Columbus, OH 43216-1049

EAST OHIO GAS  
MIKE ANTONIUS  
320 SPRINGSIDE DR-STE 320  
AKRON OH 44333

8/19/2010

RE: Approval for coverage under Ohio EPA General Permit OHC000003  
STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY.

Dear Applicant:

The Ohio Environmental Protection Agency has received a Notice of Intent (NOI) for coverage under the above referenced general permit for:

Facility Name: PIR 174 EAST 49TH ST BORE PROJECT PIPELINE IMP PRO  
Facility Street / Location: UNDER OHIO CANAL & CUYAHOGA RIVER B/T E 49TH ST &  
County: Cuyahoga  
City(ies) and Township(s): CLEVELAND ; BROOKLYN HTS, CUYAHOGA HTS  
Ohio EPA Facility Permit Number: 3GC05053\*AG

This site/facility is approved for coverage under the above referenced Ohio EPA construction general permit (CGP). Please use your Ohio EPA facility permit number in all future correspondences. Please familiarize yourself with your permit. The permit contains requirements and prohibitions with which you must comply. Coverage remains in effect until a renewal general permit is issued and Ohio EPA has contacted you in writing instructing you to request continuing permit coverage.

Be aware that if more than one operator, as defined in the permit, will be engaged at a site, each operator shall seek coverage under the general permit. One operator shall submit an NOI and the additional operator(s) shall submit a Co-permittee NOI. Co-Permittees are covered under the same facility permit number. There is no fee associated with the Co-permittee NOI form.

Please be aware that this letter only authorizes discharges in accordance with the above referenced Storm Water Construction General Permit. The placement of fill into regulated waters of the state may require a 401 Water Quality Certification and/or Isolated Wetlands Permit from Ohio EPA. For further information on the 401/Isolated Wetlands Program please contact Mr. Jeff Boyles at (614)644-2012 or at: Jeffrey.Boyles@epa.state.oh.us. Also a Permit-To-Install (PTI) is required for the construction of sanitary or industrial wastewater collection, conveyance, storage, treatment, or disposal facility; unless a specific exemption by rule exists. For more information on the PTI Program please contact the appropriate Division of Surface Water district office (the district within which the project is to be constructed) staff. Failure to obtain the required permits in advance is a violation of Ohio Revised Code 6111 and potentially subjects you to enforcement and civil penalties.

Ted Strickland, Governor  
Lee Fisher, Lieutenant Governor  
Chris Korleski, Director

You may obtain additional information, copies of general permits and current forms/instructions from our web site at: <http://www.epa.ohio.gov/dsw/storm/stormform.aspx>

If you have any further questions, you should contact one of the following:

OHCD000003 (Statewide CGP)

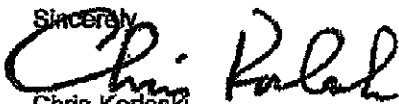
Mike Joseph (614) 752-0782 michael.joseph@epa.state.oh.us

OHCD000001 (Big Darby CGP) and OHCO000001 (Olentangy Permit)

Jason Fyffe (614) 728-1793 jason.fyffe@epa.state.oh.us

Or by calling (614) 644-2001 and asking to speak with a member of the Storm Water Unit

Sincerely,

  
Chris Korleski  
Director

CC: D BOGOEVSKI





**RECEIVED**

DEC 07 2009

**DOMINION GAS  
ENVIRONMENTAL SERVICES**

December 1, 2009

Judith Box  
Dominion Resource Services, Inc.  
320 Springside Drive, Suite 320  
Akron, Ohio 44333

Dear Ms. Box:

**Re: East Ohio gas E. 49<sup>th</sup> Street HDD Bore, Cleveland, Cuyahoga County, Ohio.**

This is in response to correspondence, received on October 28, 2009, regarding this project. The comments of the Ohio Historic Preservation Office are submitted in accordance with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

Based on the information included in your submission, the project footprint does not appear to have a high probability for archaeological deposits. I am unable to determine whether any properties in the area of potential effect (APE) are eligible for the National Register of Historic Places. However, based on the limited information provided, I can conclude that the proposed project will not affect historic properties.

No further coordination with this office is necessary unless there is a change in the project. If new or additional historic properties are discovered during implementation of this project, or if the project changes, this office should be notified as required by 36 CFR Section 800.13

If you have any questions, please contact me at (614) 298-2000, or by email at [nyoung@ohiohistory.org](mailto:nyoung@ohiohistory.org).

Sincerely,

Nathan J. Young, Project Reviews Manager  
Resource Protection and Review

1029137

**OHIO HISTORICAL SOCIETY**

*Ohio Historic Preservation Office*

1982 Velma Avenue, Columbus, Ohio 43211-2497 ph: 614.298.2000 fx: 614.298.2037  
[www.ohiohistory.org](http://www.ohiohistory.org)



Judith Box (Services - 5)

From: Mitch, Brian (Brian.Mitch@dnr.state.oh.us)  
Sent: Wednesday, November 25, 2009 1:01 PM  
To: Judith Box (Services - 5)  
Cc: Michael R. Antkowiak (Energy - 5)  
Subject: 09-0394; DEOG PIR 044-E49th Street HDD Bore  
Attachments: oledata.mxd; 09-0394\_map.pdf



ODNR COMMENTS TO Judith Box, Dominion Resource Services Inc., 320 Springdale Drive, Suite 320, Akron, Ohio 44333

Project: Construction of a new segment of natural gas transmission pipeline is proposed for a portion of Cuyahoga County.

Location: The site is located 0.5 miles NNE of the junction of State Route 17 and County Route 97, Independence Township, Cuyahoga County, Cleveland South Quadrangle.

The Ohio Department of Natural Resources (ODNR) has completed a review of the above referenced project. These comments were generated by an inter-disciplinary review within the Department. These comments have been prepared under the authority of the Fish and Wildlife Coordination Act (16 Stat. 401, as amended; 16 U.S.C. 561 et seq.), the National Environmental Policy Act, the Coastal Zone Management Act, Ohio Revised Code and other applicable laws and regulations. These comments are also based on ODNR's experience as the state natural resource management agency and do not supersede or replace the regulatory authority of any local, state or federal agency nor relieve the applicant of the obligation to comply with any local, state or federal laws or regulations.

**Rare and Endangered Species:** The ODNR, Division of Natural Areas and Preserves, Natural Heritage Database contains no records of rare species or unique natural features within the proposed projects and there are no state nature preserves, state parks, wildlife areas, or scenic rivers in the vicinity of the sites.

However, the site is near the Ohio and Erie Canal Reservation. The attached map displays the approximate boundary of the area.

Our inventory program has not completely surveyed Ohio and relies on information supplied by many individuals and organizations. Therefore, a lack of records for any particular area is not a statement that rare species or unique features are absent from that area.

**Fish and Wildlife:** The ODNR, Division of Wildlife (DOW) has the following comments.

The project is within the range of the Indiana bat (*Myotis sodalis*), a state and federally endangered species. The following species of trees have relatively high value as potential Indiana bat roost trees: Shagbark hickory (*Carya ovata*), Shellbark hickory (*Carya secalina*), Bitternut hickory (*Carya cordiformis*), Black ash (*Fraxinus nigra*), Green ash (*Fraxinus pennsylvanica*), White ash (*Fraxinus americana*), Shingle oak (*Quercus imbricaria*), Northern red oak (*Quercus rubra*), Slippery elm (*Ulmus rubra*), American elm (*Ulmus americana*), Eastern cottonwood (*Populus deltoides*), Silver maple (*Acer saccharinum*), Sassafras (*Sassafras albidum*), Post oak (*Quercus stellata*), and White oak (*Quercus alba*). Indiana bat habitat consists of suitable trees that include dead and dying trees of the species listed above with exfoliating bark, crevices, or cavities in upland areas or riparian corridors and living trees of the species listed above with exfoliating bark, crevices, or hollow areas formed from broken branches or tops. If suitable trees occur within the project area, these trees must be conserved. If suitable habitat occurs on the project area and trees must be cut, cutting must occur between September 30 and April 1. If suitable trees must be cut during the summer months of April 2 to September 29, a net survey must be conducted in May or June prior to cutting. Net surveys shall incorporate either two net sites per square kilometer of project area with each net site containing a minimum of two nets used for two consecutive nights, or one net site per kilometer of stream within the project limits with each net site containing a minimum of two nets used for two consecutive nights. If no tree removal is proposed, the project is not likely to impact this species.

The project is within the range of the piping plover (*Charadrius melanotos*), a state and federally endangered bird species. This species does not nest in the state but only utilizes stopover habitat as they migrate through the region. Therefore, the project is not likely to have an impact on this species.

The project is within the range of the bald eagle (*Haliaeetus leucocephalus*), a state threatened species. The location of bald eagle activity frequently changes. Therefore, closer to the actual date of construction, the applicant must obtain an updated status of bald eagle activity in the area. To obtain any changes in status, contact Andrea Tibbels or Devo Sherrans at the Ohio Department of Natural Resources, Division of Wildlife, Cares Creek Wildlife Research Station, for current information on the presence of bald eagles in the area. Andrea can be reached at (619) 858-9960 extension 25 and Devo at extension 24. If a nest is located within 1/2 mile of the project site, coordination with the DOW is required.

The project is within the range of the Canada damier (*Aeshna canadensis*), a state endangered dragonfly. Due to the mobility of this species, the project is not likely to impact this species.

The project is within the range of the black bear (*Ursus americanus*), a state endangered species, and the bobcat (*Lynx rufus*), a state endangered species. Due to the mobility of these species, the project is not likely to have an impact on these species.

The project is within the range of the golden-winged warbler (*Parus chrysoptera*), a state endangered bird, the king rail (*Rallus elegans*), a state endangered bird, and the yellow-bellied sapsucker (*Sphyrapicus varius*), a state endangered bird. Due to the location of the project, the project is not likely to impact these species.

Parks and Recreation: The ODNR, Division of Parks and Recreation has the following comments.

The affected state owned O&E Canal property is currently under a long term lease agreement with Cleveland Metroparks. The letter sent to ODNR from Dominion Ramonrom on October 27<sup>th</sup> regarding the "P/R 044-E49 Street HDD Bore" has been forwarded to the Director of Cleveland Metroparks.

Under the terms of this lease ODNR retains the right to grant non-exclusive easements across canal lands for utility purposes, subject to prior written approval by Cleveland Metroparks.

As such, early coordination with ODNR by Dominion/East Ohio Gas is essential. The Canal Lands Program resides within Ohio State Parks. Please contact Mary Fitch regarding this project.

Mary Fitch, Canal Lands Coordinator  
*Ohio State Parks... Better Today, For Tomorrow!*  
2045 Morse Road C-3  
Columbus, Ohio 43229-6693  
[mary.fitch@dnr.state.oh.us](mailto:mary.fitch@dnr.state.oh.us)  
Phone: (614) 265-6477 fax: (614) 261-8407

ODNR appreciates the opportunity to provide these comments. Please contact Brian Mitch at (614) 265-6378 if you have questions about these comments or need additional information.

Brian Mitch, Environmental Review Manager  
Ohio Department of Natural Resources  
Environmental Services Section  
2045 Morse Road, Building F-3  
Columbus, Ohio 43229-6693  
Office: (614) 265-6378  
Fax: (614) 262-2197  
[brian.mitch@dnr.state.oh.us](mailto:brian.mitch@dnr.state.oh.us)



**DEPARTMENT OF THE ARMY**  
**BUFFALO DISTRICT, CORPS OF ENGINEERS**  
**1776 NIAGARA STREET**  
**BUFFALO, NEW YORK 14207-3198**

REPLY TO

February 25, 2010

Regulatory Branch

**SUBJECT:** Application No.2009-01817, Nationwide Permit No. (12) as Published in the Federal Register, Volume 72, No. 47, on Monday, March 12, 2007

Mr. Mark Reaser, Director, Gas Environmental Services  
East Ohio Gas Company  
320 Springside Drive, Suite 320  
Akron, Ohio 44333

Dear Mr. Reaser:

This pertains to your application for a Department of the Army permit to replace approximately 3,500 linear feet (LF) of gas pipeline, of which, approximately 2,050 LF will be replaced using an open trench method impacting Stream 2 (53 LF), Stream 3 (10 LF), Wetland 2 (0.036 acre), Wetland 3 (0.001 acre), Wetland 4 (0.223 acre), Wetland 5 (0.892 acre), and Wetland 6 (0.078 acre), and approximately 1,450 LF will be replaced using a horizontal direction drill crossing the Ohio Canal (50 LF) and the Cuyahoga River (150 LF). The disturbed wetland areas will be restored to original grade, seeded with appropriate wetland species, and monitored to assure reestablishment of wetland vegetation. The project is located in the Cities of Brooklyn Heights and Cuyahoga Heights, Cuyahoga County, Ohio.

I have evaluated the impacts associated with your proposal, and have concluded that they are authorized by the enclosed Nationwide Permit provided that the attached conditions are satisfied.

Verification of the applicability of this Nationwide Permit is valid for two years from the date of this correspondence unless the Nationwide Permit is modified, suspended or revoked, or your activity complies with any subsequent permit modification. Absent any changes to the current Nationwide Permits, reverification of the applicability of your project under the Nationwide Permit is not required if work is completed prior to March 19, 2012.

It is your responsibility to remain informed of changes to the Nationwide Permit program. A public notice announcing any changes will be issued when they occur. Finally, note that if your activity is not undertaken within the defined period or the project specifications have

Regulatory Branch

SUBJECT: Application No. 2009-01817, Nationwide Permit No. (12) as Published in the Federal Register, Volume 72, No. 47, on Monday, March 12, 2007

changed, you must immediately notify this office to determine the need for further approval or reverification.

In addition to the general conditions attached to the Nationwide Permit, your attention is directed to the following Special Conditions which are also appended at the end of the Nationwide Permit General Conditions:

- 1 That you are responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.
- 2 Disturbance to wetland and the bed and/or banks of the streams shall be limited to those areas shown on the attached project plans.
- 3 The disposal of trees, brush, construction debris, and other debris in any stream corridor, wetland or surface water is prohibited.
- 4 All equipment required to traverse wetland areas outside of the construction corridor shall be supported on timber mats. The movement of equipment within the wetland shall be limited to the minimum necessary to accomplish the work authorized herein.
- 5 In the event of a frac-out occurrence during horizontal directional drilling, the permittee must immediately notify the Corps (call Harold Keppner at 716-879-4120, or email [harold.t.keppner@usace.army.mil](mailto:harold.t.keppner@usace.army.mil)). The immediate notification shall include the following information: the time and location of the occurrence, the type of material and the estimated volume released, the corrective measures being implemented and an estimated timeline for which corrective actions will be required to address the release. Within 24 hours the permittee must supply the following additional information: a USGS location map depicting the frac-out location, a description of the regulated water of the U.S. (type, quality, extent of watershed potentially affected), characterize the extent of the resource directly affected, report corrective actions already taken, provide photographs of the affected area and identify any known USACE and other authorizations needed to perform corrective actions.
- 6 The HDD Frac-Out Contingency Plan submitted by the East Ohio Gas Company is attached to this permit as Appendix A and is hereby incorporated into and made a part of the permit.

Regulatory Branch

SUBJECT: Application No. 2009-01817, Nationwide Permit No. (12) as Published in the Federal Register, Volume 72, No. 47, on Monday, March 12, 2007

- 7 Best Management Practices (BMPs) must be employed throughout the course of the project to avoid the creation of unnecessary turbidity which may degrade water quality or adversely affect aquatic life outside of the project area. BMPs shall also be taken upon completion of the project to ensure bank stability. This may include, but is not limited to, bank seeding. Siltation fencing or hay bales shall be installed at the toe of the construction areas adjacent to undisturbed wetlands and streams in order to minimize damage to these waters of the U.S. All erosion and sediment control practices shall be in place prior to any grading or filling operations. The siltation fence shall be checked periodically to ensure that it is not damaged, repairs shall be completed promptly, and shall remain in place until the site is stabilized by the regrowth of vegetation. Immediately following construction all exposed banks and slopes shall be seeded and mulched to prevent erosion.
- 8 Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream. Water shall be diffused at the pump outlet. All temporary diffusing material shall be removed upon completion of the project.
- 9 The open trench pipeline crossing area within the wetlands and streams shall be regraded to preconstruction contours with native material. This shall be done as soon as practicable, and no longer than 7 days, after the work within each excavated section is completed. The upper layer within the wetlands shall consist of a minimum of 12 inches of hydric soil. The wetlands and streams shall be successfully returned to their preconstruction contours.
- 10 All excess excavated material not used as backfill over the open trench pipeline crossing within the wetlands shall be disposed of at an upland site and shall be contained to preclude reentry into any waters of the U.S.
- 11 As mitigation to compensate for 1.23 acres of unavoidable temporary wetland impacts you shall seed the impacted wetland areas with a wetland seed mix (Sheet 13 of 13) immediately after the areas have been regraded to original contours.
- 12 The mitigation area shall be vegetated with a minimum of 90% areal cover of vegetation after one full growing season, with greater than 50% of the vegetation having a wetland indicator status of FAC or wetter.
- 13 A monitoring report for the wetland mitigation must be submitted to this office after one full growing season based upon data collected during the year between June and October. The monitoring report is due by December 31 in the year following the start of the project. The report must include:
  - a. Photographs from fixed locations with a photolocation map.
  - b. A plant series list which give USFWS Wetland Indicator Status and strata. Dominant plants should be highlighted and the percent cover is to be noted. The

Regulatory Branch

SUBJECT: Application No. 2009-01817, Nationwide Permit No. (12) as Published in the Federal Register, Volume 72, No. 47, on Monday, March 12, 2007

- date of field inspection is to be noted.
  - c. Fish and wildlife observations on the mitigation site.
  - d. A summary statement regarding the perceived success of the wetland mitigation. The report will evaluate the goals as set forth in the permit as well as current wetland functions. This report must also address any potential problem areas and include suggestions and timetable for correction if it is anticipated that projected goals may not be met.
- 14 The permittee assumes all liability for accomplishing corrective work. Should the District Engineer determine the mitigation to be unsuccessful the permittee will be required to undertake additional mitigative measures. These actions may include, but are not limited to, additional monitoring and/or on-site corrective actions including regrading or replanting.
- 15 Immediately following construction you shall seed or mulch all exposed banks and slopes to prevent erosion.

This affirmation is limited to the attached Nationwide Permit and associated Water Quality Certification, and does not obviate the need to obtain any other project specific Federal, state, or local authorization.

Finally, I have enclosed the Preliminary JD Form with this letter. The form and attached table identifies the extent of waters on the site and specific terms and conditions of the Preliminary JD. Pursuant to Regulatory Guidance Letter 08-02, any permit application made in reliance on this Preliminary JD will be evaluated as though all wetlands or waters on the site are regulated by the Corps. Further, all waters, including wetlands will be used for purposes of assessing the area of project related impacts and compensatory mitigation. If you require a definitive response regarding Department of the Army jurisdiction for any or all of the waters identified on the submitted drawings, you may request an approved jurisdictional determination from this office. If an approved jurisdictional determination is requested, please be aware that this is often a lengthy process and we may require the submittal of additional information. Preliminary JDs are advisory in nature and may not be appealed.

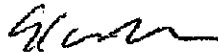
A copy of this letter has been sent to the Ohio Environmental Protection Agency and to Ms. Christina Lovins, Environment & Archaeology, LLC.

Regulatory Branch

SUBJECT: Application No. 2009-01817, Nationwide Permit No. (12) as Published in the Federal Register, Volume 72, No. 47, on Monday, March 12, 2007

Questions pertaining to this matter should be directed to me at (716) 879-4339, by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, or by e-mail at: [keith.c.sendziak@usace.army.mil](mailto:keith.c.sendziak@usace.army.mil)

Sincerely,



Keith C. Sendziak  
Biologist

Enclosures

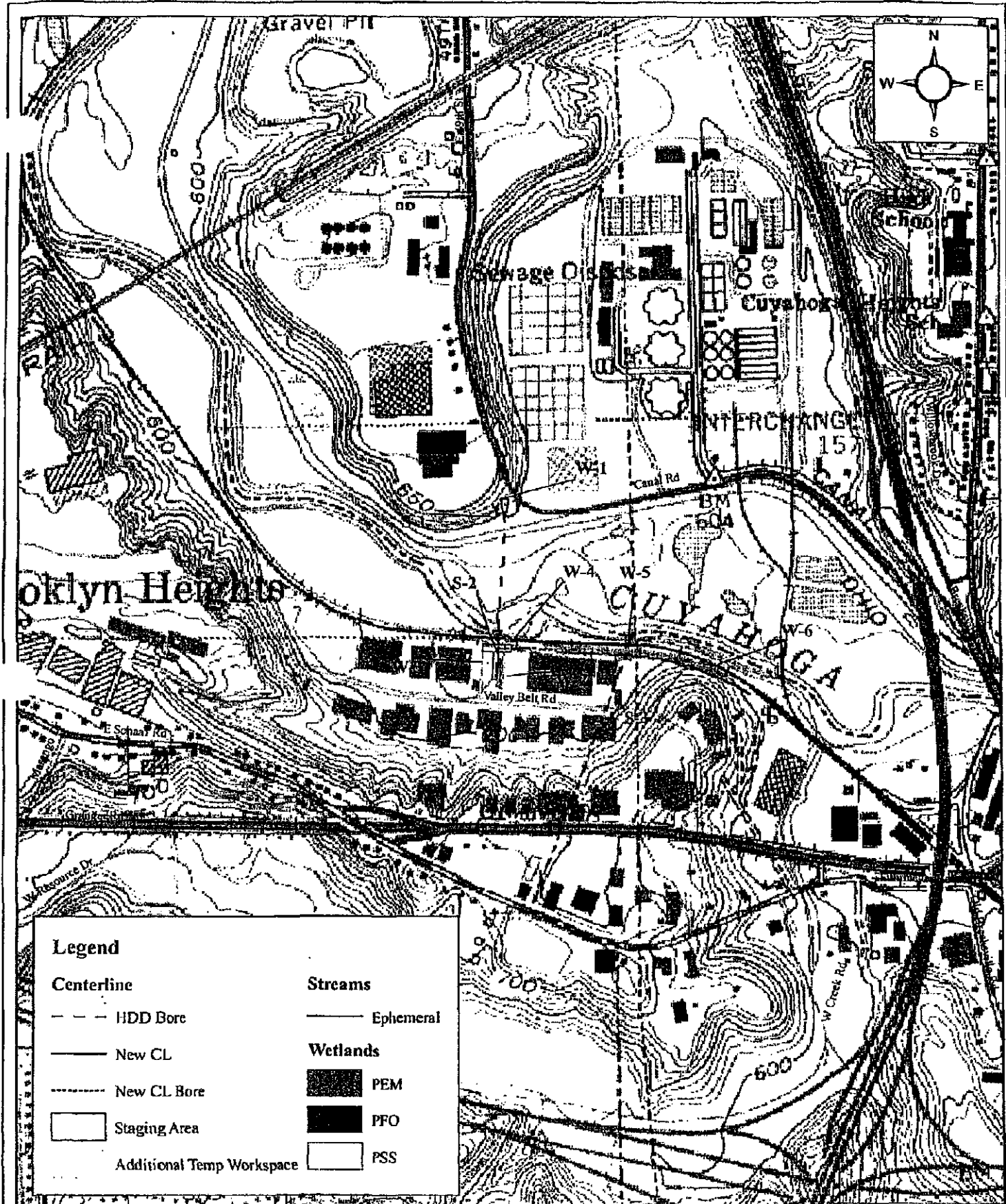


Figure 1

East Ohio Gas Company  
49th Street HDD Bore Project  
Project Location  
Cuyahoga County, Ohio

East Ohio Gas – Pipeline Replacement  
D/A Processing No. 2009-01817  
Cuyahoga County, Ohio  
Quad: Cleveland South  
Sheet 1 of 13





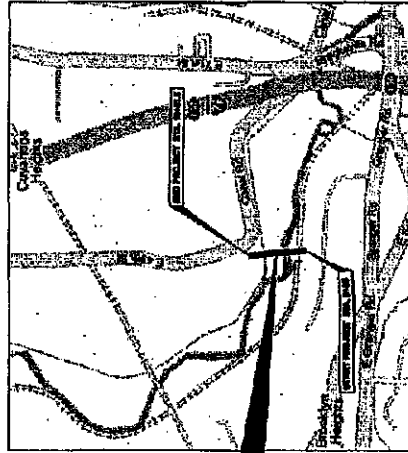
## GENERAL NOTES

- All restoration must be completed immediately after gas main installation.
- Contractor is responsible for all temporary restoration until final restoration is complete.
- City of Independence and City of Brooklyn Heights to be contacted 2 working days before start of construction. See certificate for phone numbers.
- Contractor must call CUPS at least two (2) working days before starting work.
- Supporting of existing utility poles during construction is the responsibility of the contractor, including making the arrangements with the 3rd party to coordinate this work.
- All anchors installed to be cast-rolled to the bare steel at welded after sandblasting has been completed and before epoxy coat.
- FBE and POWERCRETE to be sandblasted per standards from manufacturer.
- FBE and POWERCRETE pipe to be coated with epoxy coat per standards from manufacturer.
- Epoxy coat to air dry per manufacturer standards.
- All pipe joints to beep before installed.
- All welds to be 100% X-RAYED. The x-ray will be provided by CSCO.
- All FBE and POWERCRETE pipe and elbows will be provided by DEO for this project.
- All pipe to be stored on wood skids at pipe yard and project site.
- Contractor to secure all staging (cranes).
- Hydro testing of FBE pipe to be done as follows, air to 84 PSI stabilizing, air to 188 PSI stabilizing, air to 256 stabilizing and air to 324 PSI stabilizing then test for 1 hour at 324 PSI.

## MAINTENANCE OF TRAFFIC

NOT NEEDED FOR THIS PROJECT.

# **WILLOW STATION NORTH** CITY OF BROOKLYN HEIGHTS AND VILLAGE OF CUYAHOGA HEIGHTS P68045 (WILLOW STATION NORTH PROJECT) WR#7176088 AND MAIN LINE (REPLACEMENT) REPLACEMENT OF 18" IP MAIN LINE WITH 24" IP FBE AND POWERCRETE PIPE A DEO PIR044 PROJECT



LOCATION MAP

## INDEX OF SHEETS

TITLE SHEET	1
DETAIL SHEET	2
PLAN SHEET	3

East Ohio Gas - Pipeline Replacement  
 D/A Processing No. 2009-01817  
 Cuyahoga County, Ohio  
 Quad: Cleveland South  
 Sheet 2 of 13



## CONTACTS

RAY DIVISIONS  
 PLANNING  
 216-738-5718

TROY MARTIN  
 PR  
 330-288-2022

BRAD WILL  
 ENVIRONMENTAL  
 330-884-2878

JOE MELANO  
 LAND  
 330-884-2419

BETTY BROWN  
 GAS MEASUREMENT & REGULATION  
 216-738-5801

RICK KAWIENSKI  
 STOPPING  
 330-884-2300

RICHARD FRANTZ  
 CONSTRUCTION & MAINTENANCE  
 216-738-8046

ALLISON WALTERS  
 CORROSION  
 216-738-8827

TOM MYERS  
 CONTRACTOR INSPECTION  
 330-884-2551

RICH KOLLE  
 BURRY  
 440-888-7137

MIKE ANTONIUS  
 PROJECT MANAGER/REGISTRATION  
 330-884-2488

JEFF BUTLER  
 DESIGNER  
 330-884-2481

CITY OF INDEPENDENCE, DONALD RAM 216-824-1019  
 CITY OF BROOKLYN HTS., THOMAS DICKINGSON N/A  
 MAYORALTY

## TAKEDOWN PLAN

NO TAKEDOWN NEEDED FOR THIS PROJECT.

LANDPAULT: Independence LSD And Brooklyn Hts

TAX DIST: CH11237, CH11219 TWP SEC: N/A HWY. DN. 500

OPERATING AREA: 1W COORD: 223289, 639196

POB ZONE: GREEN SYSTEM ID: N/A

CLASS LOCATION: 3 DESIGN CLASS LOCATION: 3

TEST MEDIA: HYDRO XRAY: YES

TEST PRESSURE: 324 SCHEMATIC: 216

TEST DURATION: 1 HR SYSTEM MAP: 216

CUYAHOGA RIVER BORE 24" HP

DATE: 01/25/10  
 SHEET: 2  
 OF: 13  
 PROJECT: P68045



VERTICAL DATUM: 1050.25

EXISTING DATA

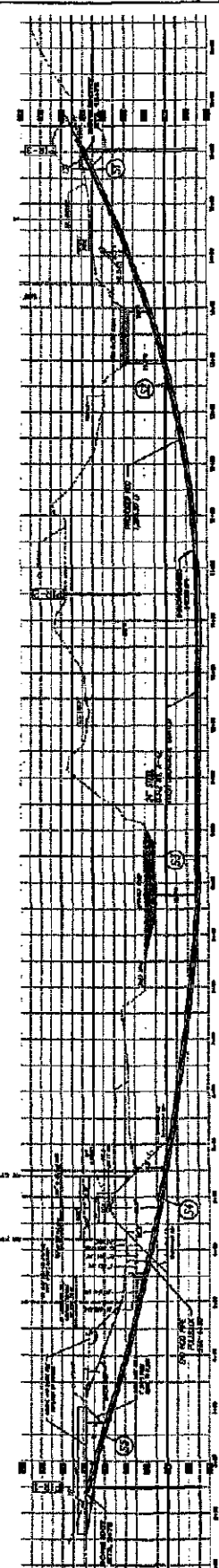
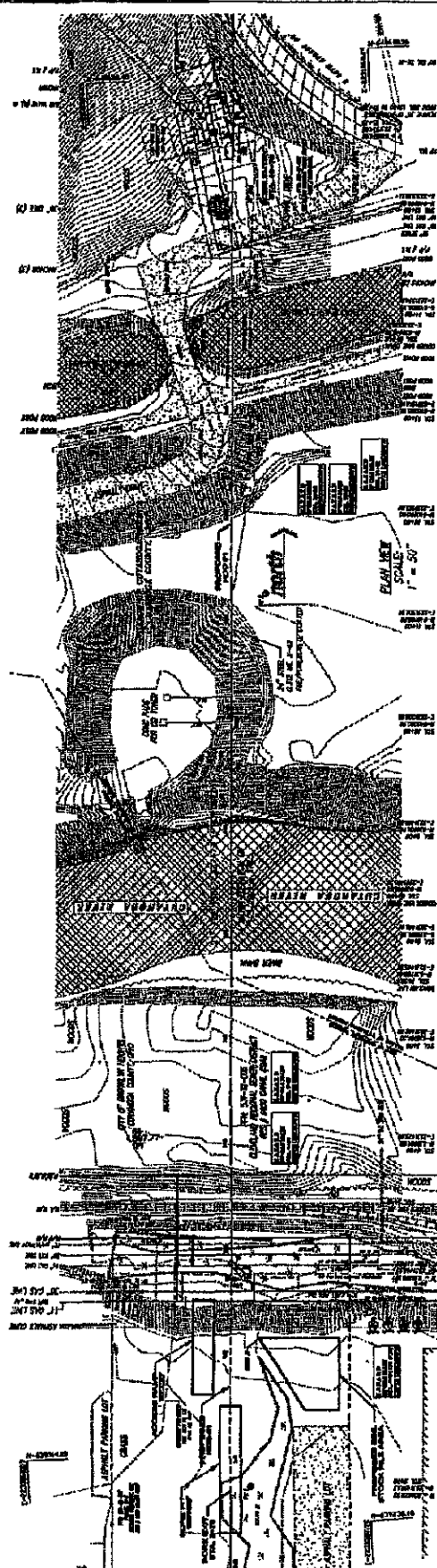
EXIST. DEPT. @ 10'	8.00
EXIST. DEPT. @ 20'	8.00
EXIST. DEPT. @ 30'	8.00
EXIST. DEPT. @ 40'	8.00
EXIST. DEPT. @ 50'	8.00
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EXIST. DEPT. @ 150'	8.00
EXIST. DEPT. @ 160'	8.00
EXIST. DEPT. @ 170'	8.00
EXIST. DEPT. @ 180'	8.00
EXIST. DEPT. @ 190'	8.00
EXIST. DEPT. @ 200'	8.00
EXIST. DEPT. @ 210'	8.00
EXIST. DEPT. @ 220'	8.00
EXIST. DEPT. @ 230'	8.00
EXIST. DEPT. @ 240'	8.00
EXIST. DEPT. @ 250'	8.00
EXIST. DEPT. @ 260'	8.00
EXIST. DEPT. @ 270'	8.00
EXIST. DEPT. @ 280'	8.00
EXIST. DEPT. @ 290'	8.00
EXIST. DEPT. @ 300'	8.00
EXIST. DEPT. @ 310'	8.00
EXIST. DEPT. @ 320'	8.00
EXIST. DEPT. @ 330'	8.00
EXIST. DEPT. @ 340'	8.00
EXIST. DEPT. @ 350'	8.00
EXIST. DEPT. @ 360'	8.00
EXIST. DEPT. @ 370'	8.00
EXIST. DEPT. @ 380'	8.00
EXIST. DEPT. @ 390'	8.00
EXIST. DEPT. @ 400'	8.00
EXIST. DEPT. @ 410'	8.00
EXIST. DEPT. @ 420'	8.00
EXIST. DEPT. @ 430'	8.00
EXIST. DEPT. @ 440'	8.00
EXIST. DEPT. @ 450'	8.00
EXIST. DEPT. @ 460'	8.00
EXIST. DEPT. @ 470'	8.00
EXIST. DEPT. @ 480'	8.00
EXIST. DEPT. @ 490'	8.00
EXIST. DEPT. @ 500'	8.00
EXIST. DEPT. @ 510'	8.00
EXIST. DEPT. @ 520'	8.00
EXIST. DEPT. @ 530'	8.00
EXIST. DEPT. @ 540'	8.00
EXIST. DEPT. @ 550'	8.00
EXIST. DEPT. @ 560'	8.00
EXIST. DEPT. @ 570'	8.00
EXIST. DEPT. @ 580'	8.00
EXIST. DEPT. @ 590'	8.00
EXIST. DEPT. @ 600'	8.00
EXIST. DEPT. @ 610'	8.00
EXIST. DEPT. @ 620'	8.00
EXIST. DEPT. @ 630'	8.00
EXIST. DEPT. @ 640'	8.00
EXIST. DEPT. @ 650'	8.00
EXIST. DEPT. @ 660'	8.00
EXIST. DEPT. @ 670'	8.00
EXIST. DEPT. @ 680'	8.00
EXIST. DEPT. @ 690'	8.00
EXIST. DEPT. @ 700'	8.00
EXIST. DEPT. @ 710'	8.00
EXIST. DEPT. @ 720'	8.00
EXIST. DEPT. @ 730'	8.00
EXIST. DEPT. @ 740'	8.00
EXIST. DEPT. @ 750'	8.00
EXIST. DEPT. @ 760'	8.00
EXIST. DEPT. @ 770'	8.00
EXIST. DEPT. @ 780'	8.00
EXIST. DEPT. @ 790'	8.00
EXIST. DEPT. @ 800'	8.00
EXIST. DEPT. @ 810'	8.00
EXIST. DEPT. @ 820'	8.00
EXIST. DEPT. @ 830'	8.00
EXIST. DEPT. @ 840'	8.00
EXIST. DEPT. @ 850'	8.00
EXIST. DEPT. @ 860'	8.00
EXIST. DEPT. @ 870'	8.00
EXIST. DEPT. @ 880'	8.00
EXIST. DEPT. @ 890'	8.00
EXIST. DEPT. @ 900'	8.00
EXIST. DEPT. @ 910'	8.00
EXIST. DEPT. @ 920'	8.00
EXIST. DEPT. @ 930'	8.00
EXIST. DEPT. @ 940'	8.00
EXIST. DEPT. @ 950'	8.00
EXIST. DEPT. @ 960'	8.00
EXIST. DEPT. @ 970'	8.00
EXIST. DEPT. @ 980'	8.00
EXIST. DEPT. @ 990'	8.00
EXIST. DEPT. @ 1000'	8.00

EXISTING DEO EASEMENTS  
 INSTALL 88' - 24" HP FBE PIPE  
 BY TRENCHING  
 L#27473 - WR#1007176086

EXISTING DEO EASEMENTS  
 INSTALL 818' - 24" HP POWERCRETE  
 PIPE BY HDD BORING  
 VILLAGE OF CUYAHOGA HEIGHTS  
 L#27473 - WR#1007176086

EXISTING DEO EASEMENTS  
 INSTALL 502' - 24" HP POWERCRETE  
 PIPE BY HDD BORING  
 CITY OF BROOKLYN HEIGHTS  
 L#27473 - WR#1007176086

EXISTING DEO EASEMENTS  
 INSTALL 25' - 24" HP FBE PIPE  
 BY TRENCHING  
 L#27473 - WR#1007176086



HORIZONTAL SCALE  
 1" = 50' HORIZONTAL  
 1" = 25' VERTICAL

DEO REPLACEMENT PROJECT PIR 044



East Ohio Gas - Pipeline Replacement  
 D/A Processing No. 2009-01817  
 Cuyahoga County, Ohio  
 Quad: Cleveland South  
 Sheet 4 of 13



OHIO PIPELINE INSPECTION SERVICE  
 1000 N. HIGHWAY 100  
 CLEVELAND, OH 44115-1000  
 CALL 216.763.1000

# GENERAL NOTES

- Removed job to be placed and disposed of by the DED Contractor (SEE RFP REMARKS).
- All materials must be completed immediately after gas main installation.
- Contractor is responsible for all temporary restoration until these restorations are complete.
- City of Independence and City of Brooklyn Heights to be contacted 2 working days before start of construction, line numbers for phone numbers.
- Contractor must call OUPG at least two (2) working days before starting work.
- Supporting of existing utility poles electric coordination is the responsibility of the contractor.
- Including making the arrangements with the 2nd party to coordinate the work.
- All materials installed to be delivered to the same place as well location indicated (RFP) open and after manufacturing has been completed and before supply sent.
- FBE and POWERPORETS to be manufactured per standards from manufacturer.
- FBE pipe to be coated with epoxy coat per standards from manufacturer.
- Epoxy coat to all city per manufacturer standards.
- All pipe joints to be tested before installed in trench.
- All welds to be 100% X-RAYED. The X-ray will be provided by DED.
- All FBE pipe and elbows will be provided by DED for this project.
- All pipe to be stored on wood skids at pipe yard and project site.
- Contractor to secure all digging permits.
- Hydro testing of FBE pipe to be done as follows, air to be PSI stabilizing, air to 160 PSI minimum, air to 200 stabilizing and air to 224 PSI stabilizing then test for 1 hour at 224 PSI.

## MAINTENANCE OF TRAFFIC

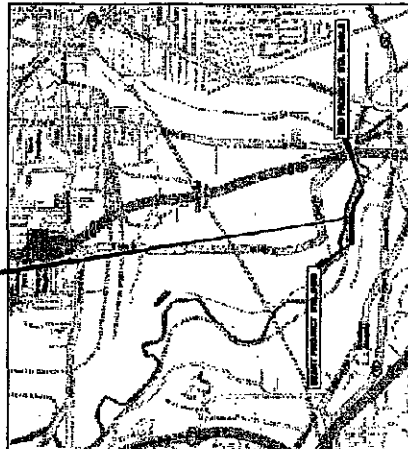
NOT NEEDED FOR THIS PROJECT.

## GENERAL LEGEND

- EXISTING LOW PRESSURE GAS LINE
- EXISTING MEDIUM PRESSURE GAS LINE
- EXISTING HIGH PRESSURE GAS LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATERMAIN

# **Dominion®** **WILLOW STATION WEST** **CITY OF INDEPENDENCE AND CITY OF BROOKLYN HEIGHTS** **F68045 (WILLOW STATION NORTH PROJECT)** **REPLACEMENT OF 18" IP MAIN LINE** **WITH 24" IP FBE AND POWERCRETE PIPE** **A DEO PR044 PROJECT**

## PROJECT LOCATION



## LOCATION MAP

## INDEX OF SHEETS

TITLE SHEET	1
DETAILS	2
PLAN SHEET	3 THRU 8

East Ohio Gas - Pipeline Replacement  
D/A Processing No. 2009-01817  
Cuyahoga County, Ohio  
Quad: Cleveland South  
Sheet 5 of 13



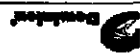
## CONTACTS

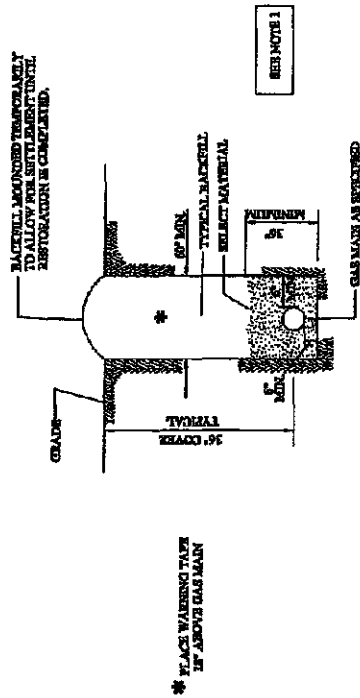
RAY OWENS PLANNING	216-778-0719
TIMOTHY MARTIN P.E.	330-388-2022
BRAD HILL ENVIRONMENTAL	330-388-0876
TONI MELANO LAW	330-884-3410
MATT BROWN GAS METERING & REGULATION	216-778-0901
ROCK MAURENKO STAFF ENGINEER	330-884-0200
RICHARD PRANTZ DEMOLITION & MAINTENANCE	216-778-0888
ALLISON WALTERS ENGINEER	216-778-0827
TOM MYERS CONTRACTOR INSPECTION	330-884-2551
JOHN MCLE SURVEY	440-885-1197
CITY OF INDEPENDENCE, DONALD J. NANN CITY OF BROOKLYN HILLS, THOMAS COOPERSON MUNICIPALITY	216-884-1018
MARC ANTONIUS PROJECT MANAGER / ENGINEER / INSPECTOR	330-884-3488
JOSEF BUTLER ENGINEER	330-884-3487

## TAKEDOWN PLAN

- NO TAKEDOWN NEEDED FOR THIS PROJECT.

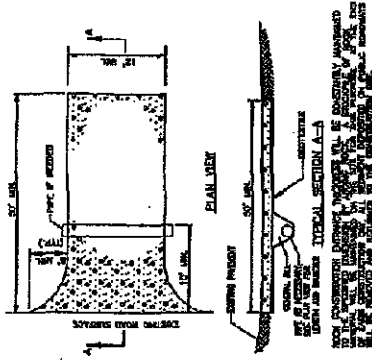
MUNICIPALITY: Independence LSD And Brooklyn Hls			DATE: 02/25/70	
TAX DIST: OH1237, OH1219			INP SEC: N/A	
INP DN: 500			COORD: 223389, 839180	
OPERATING AREA: 1W			SYSTEM ID: N/A	
PDB ZONE: GREEN				
CLASS LOCATION: 3			DESIGN CLASS LOCATION: 3	
TEST MEDIA: HYDRO			XRAY: YES	
TEST PRESSURE: 204			STUDENT MAP: 215	
TEST DURATION: 1 HR			SYSTEM MAP: 215	
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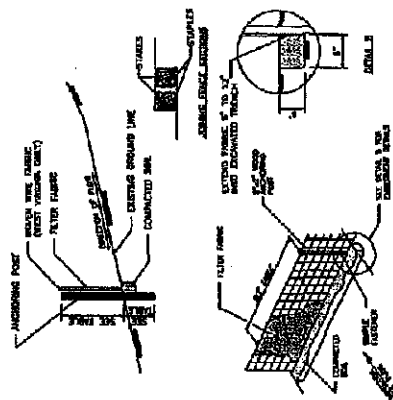


**TRENCHING GAS MAIN IN EARTH OR ROCK  
DETAIL A**

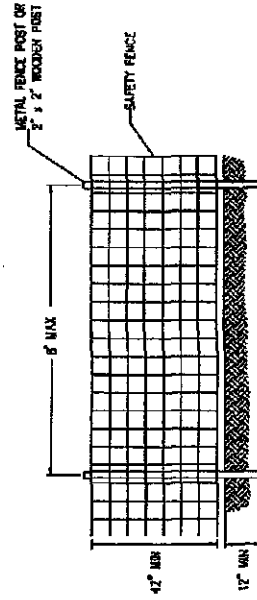
NOTE: 1 DETAILS AS SPECIFIED BY PERMITTING AGENCY OR AS SHOWN, INTERPRETATION TO BE MADE BY CONTRACTOR.



CONSTRUCTION EXPERIENCE			REMARKS
STATUS	ROCK	MECHANICS	
CHAD	ASBESTOS #8	5" DIA	CONCRETE
PA.	ASBESTOS #1	5" DIA	CONCRETE
W.V.	ASBESTOS OR #8 QUARTZ	5" DIA	CONCRETE



FLUTTER PLANK: FORCE				
SPARE	FORCE DEPTH	STAMP LENGTH	DETERMINED DEPTH OF STAMP	ROUGH WIRE STOPS
2880	15" MIN.	32" MIN.	15" MAX	NONE
PA	15" MIN.	30" MIN.	15" MIN.	NONE
277	20" MIN.	40" MIN.	10" MIN.	USE 14 GA. WIRE

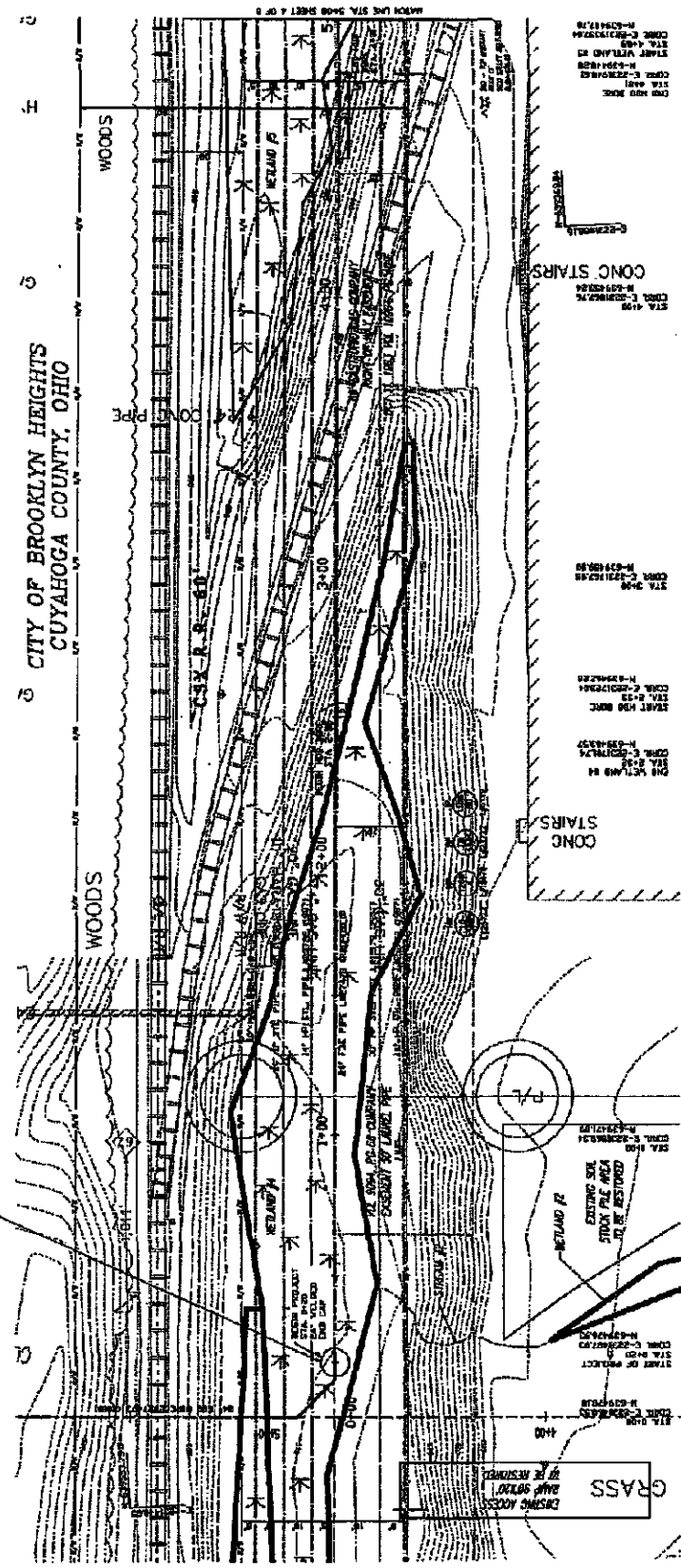


H.P. TIE-IN  
 CONTRACTOR TO TIE-IN COMPLETE  
 FIELD BUT WELD TO EXISTING 24" FBE  
 NORTHERN: 2231487.93  
 EASTERN: 639478.93  
 STA 0+20

EXISTING DEO 80' EASEMENT  
 INSTALL 235' - 24" HP FBE PIPE  
 BY TRENCHING  
 L#27473 - WR#ED7265776

EXISTING DEO 80' EASEMENT  
 INSTALL 228' - 24" HP POWER/CONCRETE  
 PIPE BY HDD BORING  
 L#27473 - WR#ED7265776

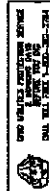
EXISTING DEO 80' EASEMENT  
 INSTALL 19' - 24" HP FBE PIPE  
 BY TRENCHING  
 L#27473 - WR#ED7265776

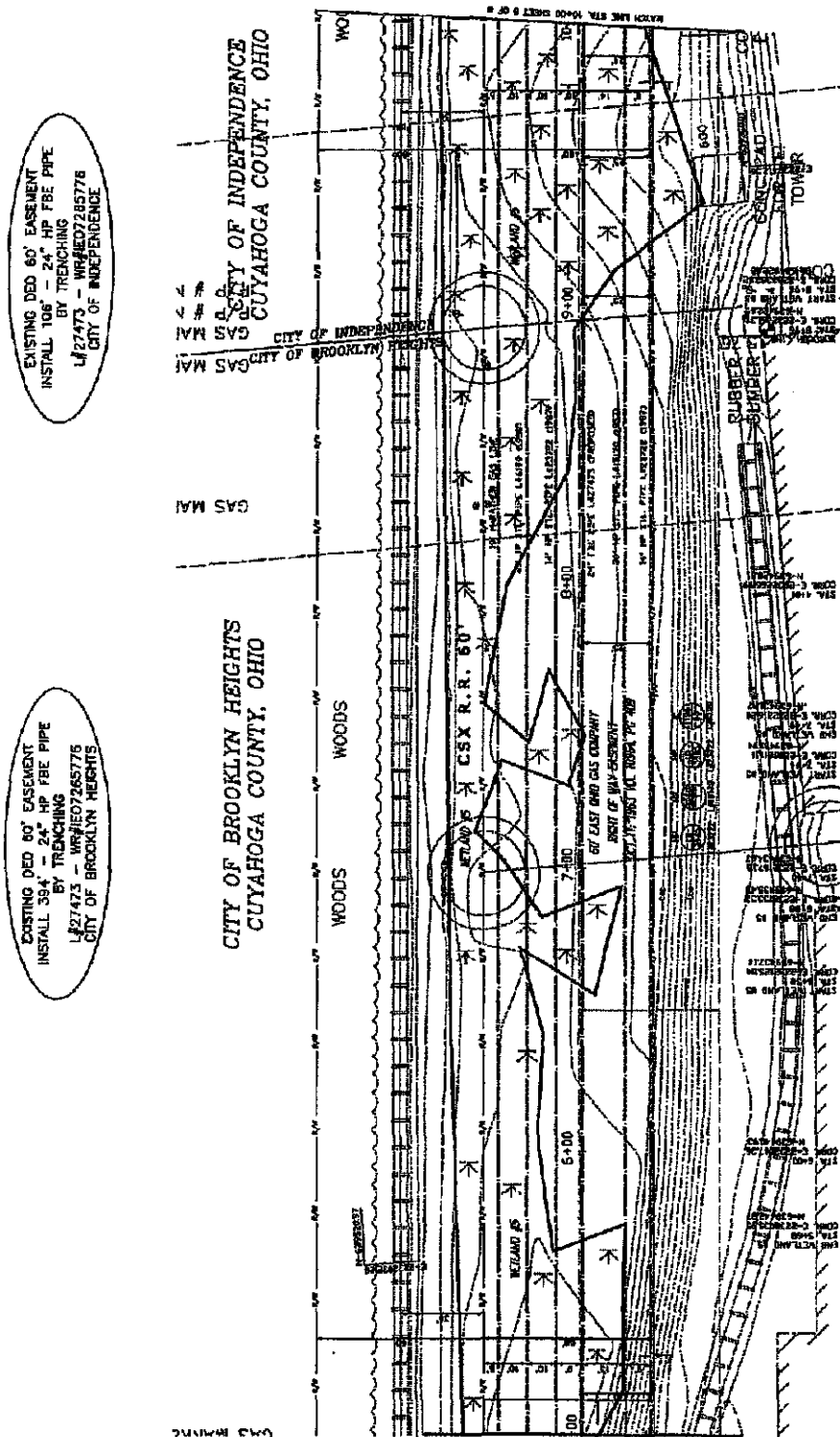


CONTRACTOR TO INSTALL A 17 LB. ANODE  
 AT EVERY OTHER JOINT. ANODE TO BE  
 INSTALLED IN THE CENTER OF THE PIPE  
 BEFORE EPOXY COAT IS APPLIED. STATION  
 CONTRACTOR TO INSTALL A TEST STATION  
 AT BOTH TIE-IN LOCATIONS BEFORE EPOXY  
 COAT IS APPLIED.

East Ohio Gas - Pipeline Replacement  
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DEO REPLACEMENT PROJECT PIR 044





EXISTING DED 60' EASEMENT  
INSTALL 106' - 24" HP FBE PIPE  
BY TRENCHING  
L#27473 - WR#E07285776  
CITY OF INDEPENDENCE

COASTING DED 60' EASEMENT  
TALL 394' - 24" HP FBE PIPE  
BY TRENCHING  
L#27473 - WR#JEO7265776  
CITY OF BROOKLYN HEIGHTS

CONTRACTOR TO INSTALL A 17 LB. ANODE AT EVERY OTHER JOINT, ANODE TO BE SHOT AT WELD ENDS OF THE FBE PIPE BEFORE EPOXY COAT IS APPLIED.

CONTRACTOR TO INSTALL A TEST STATION AT BOTH TIE-IN LOCATIONS BEFORE EPOXY COAT IS APPLIED.

East Ohio Gas – Pipeline Replacement  
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XOWSIS ACCESSIONED 534940 000

DEO REPLACEMENT PROJECT PIR 044

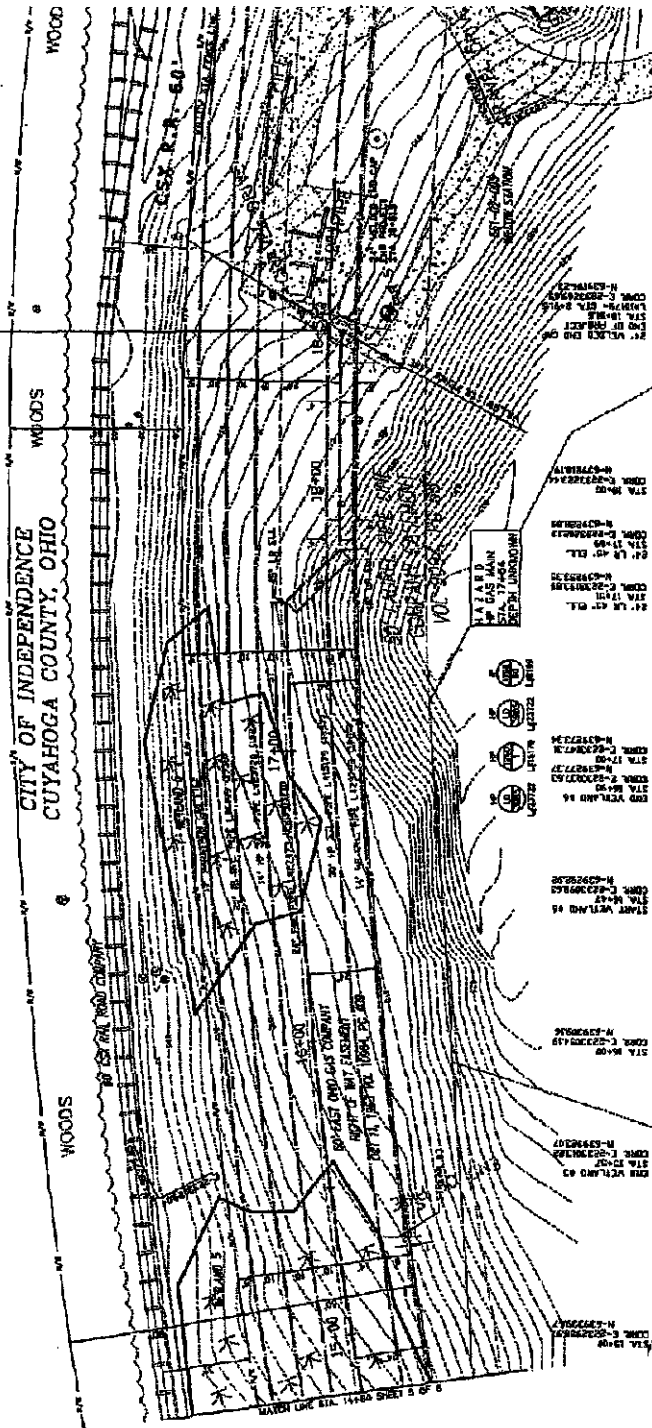






H.P. TIE-IN  
CONTRACTOR TO TIE-IN COMPLETE  
INSTALL A 24" WELDED END CAP  
NORTHERN: 2233269.65  
EASTERN: 639196.23  
STA 16+51.5

EXISTING DEO 60" EASEMENT  
INSTALL 288.4' - 24" HP FBE PIPE  
BY TRENCHING  
L#27475 - W#JED07265776



CONTRACTOR TO INSTALL A 17 LB. ANODE  
AT EVERY OTHER JOINT, ANODE TO BE  
SHOT AT WELD ENDS OF THE FBE PIPE  
BEFORE EPOXY COAT IS APPLIED.  
CONTRACTOR TO INSTALL A TEST STATION  
AT JOINT THIRTEEN LOCATIONS BEFORE EPOXY  
COAT IS APPLIED.

East Ohio Gas - Pipeline Replacement  
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DEO REPLACEMENT PROJECT PIR 044

PIR 174 E 49th St. Bore Project TEMPORARY WETLAND IMPACTS

60' ROW width														
Wetland ID Number	IMPACT (linear feet)		IMPACT (acre)						Construction Staging Area/ATWS					
	Access*	Construction Open-Cut	Access*			Construction Open-Cut			Construction Staging Area/ATWS			Wetland Impact Total	ORAM Category	
			PEM	PSS	PFO	PEM	PSS	PFO	PEM	PSS	PFO			
W1												0.000	1	
W2										0.036		0.036	1	
W3										0.001		0.001	1	
W4		236.000					0.194			0.029		0.223	Modified 2	
W5	937.000	937.000	0.231	0.010		0.651						0.892	1	
W6		130.000				0.078						0.078	1	
SubTotal	937.000	1303.000	0.231	0.010	0.000	0.923	0.000	0.000		0.056	0.000	1.230		
TOTALS		2240.000		0.241		0.923				0.056				

\*Access across feature via Timber Mat; if no impact is recorded, feature is avoided  
Wetland Open Cut Impact Area is calculated by ArcGIS Interpolation  
Wetland Length is a manual linear measurement obtained within ArcGIS  
Note: Wetland 5 extends beyond the defined 60-foot project corridor width. Clearing, grading, excavation limited to a 50-foot width; access/timber mat installation will be restricted to a 10-foot width alongside but not within the 50-foot clearing, grading, excavation width

ORAM category determined using Ohio Rapid Assessment Methods for Wetlands V 5.0 (12-04-08 revised form)  
Field classification based up Cowardin et al. 1979. PEM= Palustrine Emergent wetland; PSS = Palustrine Scrub-Shrub Wetland; PFO= Palustrine Forest Wetland

East Ohio Gas – Pipeline Replacement  
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PIR 174

E 49th St. Bore Project

## TEMPORARY STREAM IMPACTS

Waterbody #	bank to bank width (feet)	Length w/in Construction Open-Cut (feet)	60' ROW width			Construction Staging Area/ATWS Impact (acre)	
			Access*	Construction Open-Cut	Access*	Construction Open-Cut	Staging Area/ATWS
S1	2,100						
S2	1,400	29,823		1,400		0.001	0.001
S3	1,000	9,328		1,000			
Ohio Canal	50,000	N/A					
Cuyahoga R.	150,000	N/A					
SubTotal		39,151	0.000	2,400	0.000	0.001	0.001
TOTALS		71,797	35.046			0.002	

Waterbody Type	HHEI	QHEI
ephemeral	30	
ephemeral	27	
ephemeral	29	
perennial		n/a
perennial		n/a

\* Access across feature via Timber Mat or Equipment Bridge as appropriate; if no impact is recorded, feature is not affected by access.  
 Stream Construction Impact Area = bank to bank width x length within a 50-foot right-of-way or staging area/ATWS  
 Stream Lengths within ROW determined by ArcGIS analysis function

Ohio Canal and Cuyahoga River will not be impacted; A horizontal directional drill will be conducted beneath both waterbodies.

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## MEMORANDUM

**TO:** Keith Sendziak, Buffalo District, Corps of Engineers  
**FROM:** East Ohio Gas  
**DATE:** February 17, 2010  
**RE:** Response to Additional Information Request for the Evaluation of Department of the Army application No. 2009-01 8 17

As per your January 22, 2010 request, the following two items have been provided and should complete the information necessary for the ACOE complete the review process for the PIR174 E49th Street Bore Project.

1. Construction drawings: Construction drawings have been attached in 2 separate emails and are identified as PIR174 Bore\_1 to 3.pdf and PIR174 WillowStn to StagArea SHEET 1 to 6.pdf. Each map set has been provided in black and white.
2. Wetland Seed Mix: An early successional seed mix will be applied to the temporarily impacted areas of the E49th Street Bore Project. This mix is an economical mix of grasses, sedges, and forbs that will adapt well to the urban setting and site conditions. A species mix will include some of all of the following sedge species and grasses: *Carex frankii* (Frank's Sedge), *Carex shortiana* (Short's Sedge), *Carex vulpinoidea* (Fox Sedge), *Elymus riparius* (Riverbank Wild Rye), *Elymus virginicus* (Virginia Wild Rye), *Glyceria striata* (Fowl Manna Grass), *Leersia oryzoides* (Rice Cut Grass), *Panicum virgatum* (Switchgrass), *Spartina pectinata* (Prairie Cordgrass). Typical forb species in the species mix will include *Asclepias incarnata* (Swamp Milkweed), *Aster simplex* (Panicled Aster), *Boltonia latisquama* (False Aster), *Eupatorium maculatum* (Spotted Joe-Pye Weed), *Eupatorium perfoliatum* (Boneset), *Helenium autumnale* (Autumn Sneezeweed), *Mimulus ringens* (Monkeyflower), *Penstemon digitalis* (Foxglove Penstemon), *Silphium perfoliatum* (Cupplant), *Solidago gigantea* (Late Goldenrod), *Solidago riddellii* (Riddell's Goldenrod) and *Vernonia altissima* (Tall Ironweed).

Note that EOG is anticipating additional input/guidance from the OEPA regarding seeding and wetland mitigation requirements upon their review of a Section 401 Water Quality Certification application for the E49th Street Bore Project.

East Ohio Gas – Pipeline Replacement  
D/A Processing No. 2009-01817  
Cuyahoga County, Ohio  
Quad: Cleveland South  
Sheet 13 of 13



## COMPLIANCE CERTIFICATION

General Condition 14 of the Nationwide Permit you were affirmed requires that:

*"Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the Corps with the authorization letter and will include: a) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; b) A statement that any required mitigation was completed in accordance with the permit conditions; c) The signature of the permittee certifying the completion of the work and mitigation."*

**APPLICANT:**

East Ohio Gas Company  
320 Springside Drive, Suite 320  
Akron, Ohio 44333

**POINT of CONTACT:**

Mr. Mark Reaser  
Director, Gas Environmental  
Services  
(same)

File Number: 2009-01817

File Closed: February 25, 2010

NWP No.: 12

Upon completion of the activity authorized by this permit sign this certification and return it to the address listed below within **30-days** of project completion.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

\_\_\_\_\_  
Mark Reaser

\_\_\_\_\_  
Date

Permittee Telephone Number: \_\_\_\_\_

**Project Location:** Villages of Brooklyn Heights and Cuyahoga Heights, Cuyahoga County, Ohio

**Project Description:** Replace approximately 3,500 linear feet (LF) of gas pipeline, of which, approximately 2,050 LF will be replaced using an open trench method and approximately 1,450 LF will be replaced using a horizontal direction drill

**Authorized Impacts (Waters of U.S. Impacted by Project):** Buried crossing under the Cuyahoga River, and temporary impacts to 0.036 acres of W2, 0.001 acres to W3, 0.223 acres to W4, 0.892 acres to W5, 0.078 acres to W6, 29.823 linear feet of S2, and 9.328 linear feet of S3

**Waterway and/or Project Setting:** Cuyahoga River, and adjacent wetlands and streams

Return Completed form to:  
**Mr. David Leput**  
**Regulatory Branch**  
**U.S. Army Corps of Engineers**  
**1776 Niagara Street**  
**Buffalo, New York 14207**

**HDD Frac-Out Contingency Plan**

**APPENDIX A**



## Introduction

Dominion's East Ohio Gas Company (EOG) utilizes horizontal directional drilling (HDD) to install pipeline crossings on construction projects, depending on site specific conditions. HDD is a widely used trenchless construction method which accomplishes the installation of pipelines and buried utilities with minimal disturbance to the surface or streams and wetlands. However, HDD is not totally without impact. The primary environmental impact associated with HDD revolves around the use of drilling fluids. The purpose of this document is to present EOG's plan for minimizing environmental impact associated with drilling fluids that inadvertently escape to the ground surface (known as a frac out). This document may require additional site specific information depending on the sensitivity of the project and requests from the permitting agencies.

### Background

An awareness of the function and composition of HDD drilling fluids (also referred to drilling mud) is imperative in producing a permittable and constructable HDD crossing design. The principal functions of drilling fluid in HDD pipeline installation are listed below.

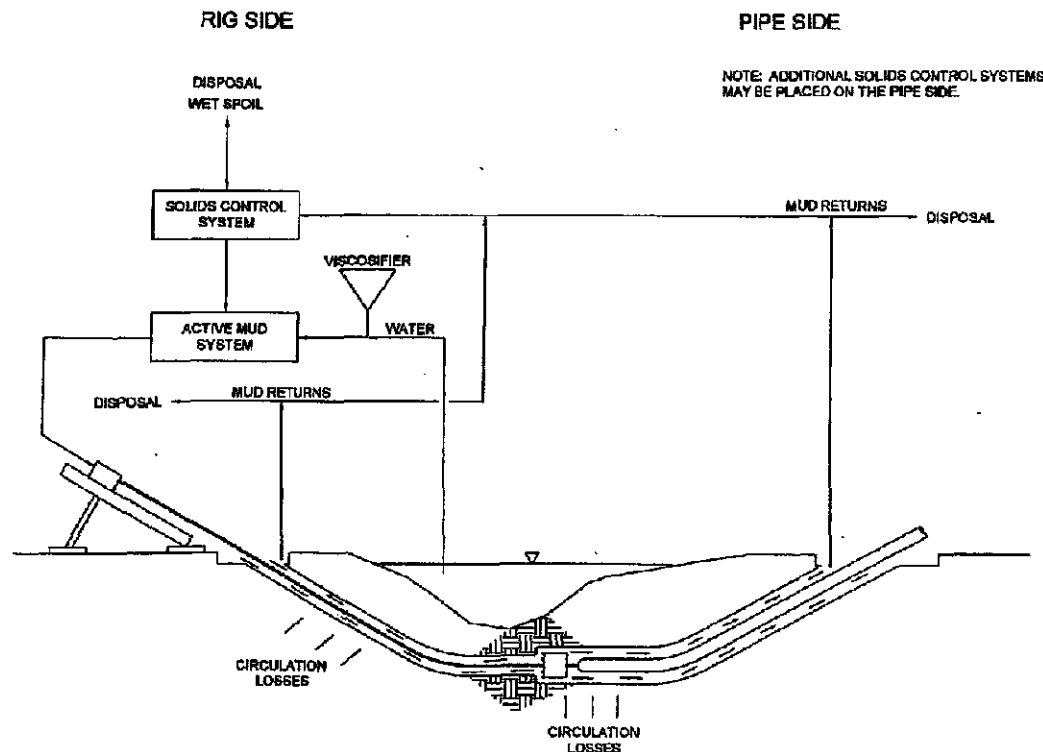
- **Transportation of Spoil.** Drilled spoil, consisting of excavated soil or rock cuttings, is suspended in the fluid and carried to the surface by the fluid stream flowing in the annulus between the bore hole and the pipe.
- **Cooling and Cleaning of Cutters.** Drilled spoils build-up on bit or reamer cutters is removed by high velocity fluid streams directed at the cutters. Cutters are also cooled by the fluid.
- **Reduction of Friction.** Friction between the pipe and the hole wall is reduced by the lubricating properties of the drilling fluid.
- **Hole Stabilization.** Stabilization of the drilled hole is accomplished by the drilling fluid building up a "wall cake" which seals pores and holds soil particles in place. This is critical in HDD pipeline installation as holes are often in soft soil formations and are uncased.
- **Transmission of Hydraulic Power.** Power required to turn a bit and mechanically drill a hole is transmitted to a downhole motor by the drilling fluid.
- **Hydraulic Excavation.** Soil is excavated by erosion from high velocity fluid streams directed from jet nozzles on bits or reaming tools.
- **Soil Modification.** Mixing of the drilling fluid with the soil along the drilled path facilitates installation of a pipeline by reducing the shear strength of the soil to a near fluid condition. The resulting soil mixture can then be displaced as a pipeline is pulled into it.

The major component of drilling fluid used in HDD pipeline installation is fresh water, typically obtained at the crossing location. In order for water to be fully functional, it is generally necessary to modify its properties by adding a viscosifier. The viscosifier used almost exclusively in HDD drilling fluids is a naturally occurring bentonite clay, which is principally



sodium montmorillonite. It is not listed as a hazardous material/substance as defined by the U.S. Environmental Protection Agency's EPCRA or CERCLA regulatory criteria. If the product becomes a waste, it does not meet the criteria of a hazardous waste, as defined by USEPA (see attached MSDS).

All stages of HDD involve circulating drilling fluid from equipment on the surface, through a drill pipe, and back to the surface through a drilled annulus. Drilling fluid returns collected at the entry and exit points are stored in a steel tank and processed through a solids control system which removes spoil from the drilling fluid allowing the fluid to be reused. The cleaned fluid is trucked back to the entrance point for reuse. The basic method used by the solids control system is mechanical separation using shakers, desanders, and desilters. The excess spoil and drilling fluid are transported to, and disposed of, at an approved permitted solid waste landfill. A typical HDD drilling fluid flow circuit is illustrated schematically below.



Drilling fluid expended downhole will flow in the path of least resistance. In the drilled annulus, the path of least resistance may be an existing fracture or fissure in the soil or rock substrate. When this happens, circulation can be lost or reduced. This is a common occurrence in the HDD process, but does not prevent completion. However, the environment may be impacted if the fluid inadvertently returns to the surface at a location on a waterway's banks or within a waterway or wetland.

#### **Frac out Minimization**

The risk of a frac out can be mitigated through profile design and implementation of specific measures throughout the installation process.

The HDD profile is designed to minimize the potential for the release of drilling fluid in sensitive areas. Cohesive soils, such as clays, dense sands, and competent rock are considered ideal materials for containment of drilling fluids. Case by case analysis of the overburden will be conducted to determine the depth of the bore to provide a margin of





safety against frac outs in a sensitive area. In non cohesive soils, such as gravel, a greater depth of cover will be used.

During the design phase, substrate test bores if required, should be a minimum of 20' from the HDD centerline where practical. The bore holes should be filled with concrete prior to the HDD process.

Key preventative measures implemented during installation are geared toward keeping the drill fluid contained in the borehole and preventing its escape to the surface. This is accomplished through monitoring and management of drill fluid pressures and drill fluid volumes. A key to containing and controlling an inadvertent return is early detection and quick response by the HDD crew.

#### Minimization of Environmental Impact

The most effective way to minimize environmental impact associated with HDD drilling fluids is to maintain fluid circulation to the extent practical. Maintenance of fluid circulation is the responsibility of EOG's HDD contractor. EOG's construction specifications defining this responsibility is presented below.

CONTRACTOR shall employ his best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than the entry and exit points shall be minimized. In the event that annular circulation is lost, CONTRACTOR shall take steps to restore circulation.

However, it should be recognized that restoration of circulation may not be practical or possible, and that environmental impact will be minimized by completing construction as soon as possible. Therefore, absent a threat to public health and safety, drilling operations will continue in the event of lost circulation if deemed to reduce the duration of construction operations.

Drilling fluid is easily contained by standard erosion and sedimentation control measures. Within the boundaries of the worksite drilling fluid is controlled through the use of pits at the crossing entry and exit points and typical fluid handling equipment such as trash pumps.

The environmental impact of a release of drilling fluid into a water body is a temporary increase in local turbidity until the drilling fluid dissipates with the current and settles to the bottom. In the immediate vicinity of a release, benthic organisms may be smothered if sufficient quantities of bentonite settles upon them.

#### **Response to Frac out**

The HDD contractor shall immediately notify the lead Construction Inspector (CI) and Environmental Inspector (EI) of any sudden losses in returns or any inadvertent return to the surface. If a frac out is observed, the HDD contractor will take certain reasonable measures to eliminate, reduce, or control the release. The actions to be taken will depend on the location and time of release, site specific geologic conditions, and the volume of the release.

If a release occurs in an upland area, the HDD contractor will take appropriate reasonable actions to reduce, eliminate, or control the release. The actions may include:

- constructing a small pit or sandbag coffer around the release point, installing a section of silt fence and/or straw bales to trap as much sediment as possible, and placing a pump hose in the pit to pump the drilling fluid back to the bore site



- reducing drilling fluid pressures
- thickening drilling fluid mixture
- adding pre-approved loss circulation materials to the fluid mixture, such as wood fibers or shredded paper.

The HDD contractor in consultation with the CI and EI, will determine which methods are the most appropriate to eliminate, reduce or control the release. Prior to the end of the shift, the EI or CI will notify the local Dominion Environmental Department concerning the frac out event. Drilling fluid that is recovered will be recycled and reused to the extent that is practical. Waste drilling fluid will be disposed of in a permitted solid waste landfill.

If inadvertent surface returns occur on a stream's bank or within a stream or wetland, it will be the responsibility of the HDD contractor to contain and collect drilling fluid, and ultimately restore the disturbed area, as practical. Drilling operations will be temporarily suspended to allow contractor to set up a containment and collection system. EOG's construction specifications defining this responsibility is presented below.

If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand placed barriers (i.e. straw bales, sand bags, silt fences, etc.) and collected using pumps as practical. If the amount of the surface return is not great enough to allow practical collection, the affected area shall be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If the amount of the surface return exceeds that which can be contained with hand placed barriers, small collection sumps may be used. If the amount of the surface return exceeds that which can be contained and collected using small sumps, drilling operations shall be suspended until surface return volumes can be brought under control.

If the release occurs in a wetland, or in close proximity to a stream, where there is imminent danger of the drilling fluid flowing into the body of water, then drilling operations will cease until the HDD personnel, CI and EI have had an opportunity to examine the site and evaluate the threat to the waterbody. Dominion's local Environmental Department needs contacted immediately, or as soon as practical. A plan for avoiding additional impacts, which may include some or all of the action items listed above will be implemented. Efforts will be made to minimize ground disturbance in wetlands while accessing the frac out area by utilizing swamp mats and lightweight equipment, such as bobcats and pick-up trucks, and minimizing the travel into and out of the wetland. The cutting of shrubs and trees will be minimized, as much as practical, in order to reach the frac out area. The HDD activity may be resumed only after it has been determined with reasonable certainty that any additional release of drilling fluid will be minimal and can be adequately contained without posing additional impact to wetlands and streams. The release site(s) will be closely monitored for any additional frac out activity until the HDD work in the area is completed. For longer stretches of ROW that are not within site of the HDD personnel, the pipeline right-of-way will be walked at least on an hourly basis.

If a release occurs in a stream or river, then drilling operations will cease until the HDD personnel, CI and EI have had an opportunity to examine the site and evaluate the threat to the waterbody. Dominion's local Environmental Department needs contacted immediately, or as soon as practical. A plan for avoiding additional impacts, which may include a pump or flume bypass with secondary secondary containment, in addition to all of the action items listed above will be implemented. The HDD activity may be resumed only after it has been determined with



reasonable certainty that any additional release of drilling fluid will be minimal and can be adequately contained without posing further impacts to wetlands and streams. The release site(s) should continue to be closely monitored for any additional further frac out activity until the HDD work in the area is completed. For frac-out situations in stream and wetlands only, the Environmental Inspector may conduct stream monitoring/sampling such as pH and turbidity, comparing upstream conditions with downstream conditions. Also, the stream will be walked to verify the extent of drilling fluid sediment dispersal and settling.

One exception to ceasing drilling operations until containment is developed would be a release of drilling fluids during the pipe pullback process. Ceasing operations would pose significant risk of causing the pull to be stuck and not able to resume.

### **Containment & Clean-up Material and Equipment**

The HDD contractor will be required to have the necessary containment and clean-up equipment onsite and readily available to use. At a minimum, the following material and equipment should be on site and in ample supply depending on the extent of sensitive areas:

- Spill sorbent pads and booms
- Straw bales (certified weed-free)
- Wood stakes
- Sand bags
- Silt fence
- Plastic sheeting
- Corrugated plastic pipe
- Shovels
- Push brooms
- Centrifugal, trash and sump pumps
- Vacuum trucks
- Rubber tired or wide track back hoe
- Bobcat (if needed)
- Storage tanks (if needed)
- Floating turbidity curtain (may be considered for use on large streams)

If necessary, a 24 hour outside emergency response company may be called in for assistance.

Enviroserve – 1-800-642-1311

### **Agency Notifications**

Typically, the local Dominion Environmental Department personnel supporting EOG will make the necessary calls to any regulatory agency.

- Ohio EPA spill hotline – 1-800-282-9378 (not considered a spill, but unpermitted discharge)
- ACOE – regional office working under (phone number will be provided per project location)

East Ohio Gas – Pipeline Replacement  
D/A Processing No. 2009-01817  
Cuyahoga County, Ohio  
Quad: Cleveland South  
Appendix A, 6 of 7



- Other agencies that may have to be notified dependent upon permit approvals and site conditions may include Ohio PSB, Ohio DNR and the USF&W Service.

#### **Frac out site restoration**

All areas impacted will be restored to pre-existing condition and contour. Impacted upland areas will be restored through normal right-of-way practices of seeding and mulching.

Restoration of wetlands will vary depending on it's classification and the extent of disturbance to the upper soil layer and vegetation during the initial frac out response. Recommendations will be sought first from the respective District Corp office for restoration activities in any Category 3 wetland. Any Category 1 and 2 wetland soils disturbed will have the wheel ruts leveled out with a small rubber tire piece of equipment. Residual frac mud will be washed off the vegetation as much as practical.

Restoration of stream beds will be dependent upon it's classification. Recommendations will be sought first from the respective District Corp office for restoration activities in streams classified as Exceptional Warmwater Habitat, Seasonal Salmonid Stream or Coldwater Habitat. All other perennial, intermittent and ephemeral streams will be have as much residual frac out mud pumped out as is practical, so as not to disturb the original streambed. This may include a light wash of the streambed utilizing upstream water and collecting the wash water immediately downstream.





## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

Ecological Services  
4625 Morse Road, Suite 104  
Columbus, Ohio 43230  
(614) 416-8993 / FAX (614) 416-8994

November 30, 2009

Judith Box  
Environmental Engineer  
320 Springside Dr.  
Suite 320  
Akron, OH 44333

TAILS: 2010-TA-0071  
2010-CPA-0085

Re: Dominion East Ohio Pipeline Infrastructure Replacement Program  
PIR-044 – E49th Street HDD Bore, Cuyahoga County, Ohio

Dear Ms. Box:

This is in response to the October 27, 2009 letter from Dominion Resources Services, Inc. regarding federally threatened and endangered species at the above-referenced project site. The proposed project involves the replacement of two existing 18-inch diameter intermediate pressure natural gas transmission pipelines with 3500 feet of new 24-inch diameter high pressure natural gas pipeline along a 60 foot ROW. This project is located in Cuyahoga Heights, Brooklyn Heights, and Independence Townships, in Cuyahoga County, Ohio. The construction activities will involve both a horizontal directional drill and a traditional open cut installation. Access to the project site will be via existing public and private roads.

There are no Federal wilderness areas, wildlife refuges, or designated Critical Habitat within the vicinity of the proposed site.

In general, we recommend that proposed developments avoid and minimize water quality impacts and impacts to high quality fish and wildlife habitat, such as forests, streams, and wetlands. Best construction techniques should be used to minimize erosion, particularly on slopes. Additionally, natural buffers around streams and wetlands should be preserved to enhance beneficial functions. We support and recommend mitigation activities that reduce the likelihood of invasive plant spread and encourage native plant colonization. Prevention of non-native, invasive plant establishment is critical in maintaining high quality habitats. All disturbed areas in the project vicinity should be mulched and revegetated with native plant species. In particular, staging areas should be kept well away from streams and wetlands, and previously disturbed, open areas should be utilized wherever possible and construction right-of-ways should be quickly replanted with native vegetation following pipeline installation.

**ENDANGERED SPECIES COMMENTS:** The proposed project lies within the range of the **Indiana bat** (*Myotis sodalis*), a federally listed endangered species. Since first listed as endangered in 1967, their population has declined by nearly 60%. Several factors have contributed to the decline of the Indiana bat, including the loss and degradation of suitable hibernacula, human disturbance during hibernation, pesticides, and the loss and degradation of forested habitat, particularly stands of large, mature trees. Fragmentation of forest habitat may also contribute to declines. During winter, Indiana bats hibernate in caves and abandoned mines. Summer habitat requirements for the species are not well defined but the following are considered important:

- (1) dead or live trees and snags with peeling or exfoliating bark, split tree trunk and/or branches, or cavities, which may be used as maternity roost areas;
- (2) live trees (such as shagbark hickory and oaks) which have exfoliating bark;
- (3) stream corridors, riparian areas, and upland woodlots which provide forage sites.

You have indicated that trees with such characteristics were not identified within the project area. You have also indicated that minor tree removal in upland areas associated with a vacant lot/staging area will be necessary for the proposed project. It appears from aerial photographs and photographs of the project site that limited suitable habitat for the Indiana bat may be present in the project area. We recommend that the habitat and surrounding trees be saved wherever possible. If trees must be cut, suitable bat roost trees should not be cut between April 1 and September 30. Due to the small area of impact, the linear nature of the project, and the limited amount of potential roosting habitat, we believe that implementation of the seasonal tree clearing guidelines is sufficient to avoid and minimize any potential effects to the Indiana bat. If the seasonal tree clearing guidelines cannot be implemented, mist net or other surveys may be warranted to determine if bats are present. Any survey should be designed and conducted in coordination with the Endangered Species Coordinator for this office.

The proposed project lies within the range of the **pipit plover** (*Charadrius melodus*), a federally listed endangered species. Plover habitat includes sand or pebble beaches with sparse vegetation along the shore of Lake Erie. Due to the project type, location, and onsite habitat, this species would not be expected within the project area, and no impacts to this species are expected.

**MIGRATORY BIRD COMMENTS:** The project lies within the range of the **bald eagle**, a species protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The nearest known nest is several miles from the project site. Therefore, due to the project type, location, and onsite habitat, this species would not be expected within the project area, and no impact to this species is expected. Relative to this species, this precludes the need for further action on this project as required by the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.

Should additional information on listed or proposed species or their critical habitat become available or if new information reveals effects of the action that were not previously considered, our comments and recommendations may be reconsidered. These comments have been prepared under the authority of the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16

U.S.C. 661 et seq.), the Endangered Species Act of 1973 (ESA), as amended, and are consistent with the intent of the National Environmental Policy Act of 1969 and the U. S. Fish and Wildlife Service's Mitigation Policy. This letter provides technical assistance only and does not serve as a completed section 7 consultation document. If you have questions, or if we may be of further assistance in this matter, please contact Jennifer Smith-Castro at extension 14 in this office.

Sincerely,



Mary Knapp, Ph.D.  
Field Supervisor

cc: ODNR, DOW, SCEA Unit, Columbus, OH  
ODNR, Division of Real Estate & Land Management, Columbus, OH  
Mike Antonius, Dominion



**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

**RECEIVED**

JUN 15 2010

**DOMINION GAS  
ENVIRONMENTAL SERVICES**

June 12, 2010

Dominion East Ohio  
320 Springside Drive, Suite 320  
Akron, Ohio 44333

Attention: Judith Box  
Environmental Engineer

Re: SWPPP Application Package  
Pipeline Infrastructure Replacement Project  
East 49<sup>th</sup> Street Bore - PIR 174  
Under Ohio Canal, Cuyahoga River, and CSX Transportation tracks  
Cuyahoga Heights, Ohio

Dear Ms. Box:

On behalf of the Village of Cuyahoga Heights, we have reviewed the SWPPP application package for the construction of the 24" high-pressure gas main at the south end of East 49<sup>th</sup> Street under the Ohio Canal, Cuyahoga River, and CSX Transportation tracks.

The Storm Water Pollution Prevention Plan for the construction of the 24" high-pressure gas main at south end East 49<sup>th</sup> Street has been approved subject to the following revisions and comments:

Section 1.3

The area at the south end of East 49<sup>th</sup> Street is very limited with little space available to spread excess soil material. Excess soil material will not be spread onsite unless Dominion East Ohio obtains an Alteration of Topography permit from the Village of Cuyahoga Heights.

Section 2.2

All areas disturbed by construction activities shall be restored with permanent stabilization to the satisfaction of the Village Engineer.





**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 842-1130

FAX • (216) 842-1132

Section 4.6

Concrete wash water shall not be permitted to flow into streams, drains, storm drains, or any other water conveyance channel. The contractor shall either provide portable concrete washout facilities or with the property owner's permission install temporary concrete washout facilities. The volume of the washout facility should be of sufficient capacity to contain all the liquid and concrete waste generated by washout operations. Any temporary concrete washout facility shall be lined with a plastic lining material, 10 mil polyethylene sheeting, free from holes, tears, or other defects that compromise the impermeability of the material. Following construction, any material in a temporary concrete washout facility shall be removed from the site and the site restored to the satisfaction of the Village Engineer.

General

Check Number 0502 for 184.00 will be forwarded to the Village Clerk for the SWPPP review fee.

Don't hesitate to call our office with any comments or questions you have regarding this project.

Sincerely,

Paul E. Dey  
Village Engineer

cc: Robert Unger, Cuyahoga Heights Village Clerk  
Norman J. Casini, Cuyahoga Heights Building Commissioner  
File 2525-10-02

M:\adcaddp\2525\25251002Box1.DOC

**PERMIT**  
**Install Corrosion Rectifier Wires & Ramp**  
**Ohio & Erie Canal Reservation**

Permission hereby is granted on behalf of the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT ("Cleveland Metroparks") to DOMINION EAST OHIO GAS ("Permittee"), to install, at Permittee's sole cost and expense, corrosion rectifier wires and a ramp over the All-Purpose Trail (collectively, the "Improvements") on Cleveland Metroparks land in the Ohio & Erie Canal Reservation within the area identified on the maps attached hereto as Exhibit A and made a part hereof (the "Permit Area") for the purpose of providing corrosion protection and a trail crossing over hoses and wires which are needed as part of the East 49<sup>th</sup> Street gas line replacement project, subject to the following terms and conditions:

1. Term of Permit.

This Permit shall take effect on the date of Cleveland Metroparks receipt of proof of insurance, as hereinbelow described, together with this Permit signed by Cleveland Metroparks and Permittee, provided that Permittee shall notify Cleveland Metroparks Ranger Department (440-331-5530) and James Kamps, Park Manager (216-341-1706) of its intent to commence construction at least two (2) working days in advance of construction and provided further that this Permit shall not take effect before July 01, 2010 and shall continue until September 31, 2010 unless extended with prior written approval by Cleveland Metroparks, except that Permittee, at Permittee's sole cost and expense, thereafter shall be obligated to repair and maintain the Improvements in good condition, whether such repair or maintenance may be required by reason of work in regards to this Permit by Permittee or its subcontractors, or by any other reason such as, without limitation, activities by Cleveland Metroparks or any other party with respect to the Permit Area, and shall be permitted to enter upon the Permit Area from time to time for such repair and maintenance, upon request, and after approval of plans and specifications, pursuant to additional permit(s) issued by Cleveland Metroparks, as necessary; provided, however that Cleveland Metroparks maintains the right to revoke this Permit at any time for failure to comply with any of the terms and conditions hereof.

2. Conditions of Work.

(a) General Conditions. Permittee shall install the corrosion rectifier wires as described in Exhibit A and shall install caution ribbon around the wires. Permittee shall install the ramp in the event that it is needed to complete the project, the ramp shall be removed immediately following the work. The ramp shall meet the specifications identified in the plans attached here to as Exhibit B. Permittee shall provide signage to caution trail users of the work area.

(b) Compliance with Law. Plans and specifications for, work with respect to, and use of the Improvements must be in compliance with all applicable laws, ordinances, rules, and regulations, including without limitation any and all conditions and requirements imposed by Cleveland Metroparks and other governmental authorities with competent jurisdiction.

(c) Permits, etc. Prior to commencing any work on the Improvements, Permittee shall have obtained any and all necessary permits, authorizations, and other consents from any and all governmental authorities with competent jurisdiction.

3. Driveway Requirements. (Intentionally omitted)

4. Use of Permit Area and Ohio & Erie Canal Reservation.

(a) Removal of Vegetation. Permittee agrees that clear cutting of the Permit Area is not required or permitted. No trees or vegetation on Cleveland Metroparks property shall be removed, trimmed, or otherwise damaged unless otherwise approved in writing by Robert Golias, Natural Resources Manager (216-206-1014). Permittee shall be liable to Cleveland Metroparks for loss or damage to any vegetation, including without limitation trees, arising out of, or associated with or related to, any of the activities described herein, the amount of such loss or damage being determined by Cleveland Metroparks.

(b) Removal of Topsoil and/or Dirt. Any topsoil and/or dirt removed for placement of the Improvements shall be removed from Cleveland Metroparks property promptly by Permittee.

(c) Storage and Parking Conditions. No storage of equipment or materials, parking of vehicles, including without limitation standing or stacking of trucks and parking of Permittee's employees', cars or trucks, shall be permitted on the Permit Area or adjoining Cleveland Metroparks property unless otherwise approved in writing by the Park Manager, and such equipment, materials, or vehicles, including without limitation trucks, shall be at the risk of Permittee.

(d) Traffic Control. To ensure safety of park users, Permittee shall be required to provide traffic control measures. Such measures, whether they be in the form of flagmen, barricades, lighting, escorts, or any other devices, shall be developed by Permittee and shall follow the standards and guidelines of the Ohio Department of Transportation Manual of Uniform Traffic Control Devices for Streets and Highways, subject to the approval of Cleveland Metroparks Ranger Department. In the event of road closures or other temporary impediments to traffic, Ranger personnel are required and must be arranged in advance with Ranger Headquarters at 440-331-5530.

(e) Inspection Rights. To ensure compliance with the terms of this Permit, Cleveland Metroparks shall retain rights of inspection before, during, and after work with respect to the Improvements.

(f) Injury/Emergency Events. In the event of injury that arises in connection with work with respect to the Improvements, or upon the occurrence of an event that would constitute an emergency, Cleveland Metroparks Ranger Department must be notified immediately at 440-331-5530.

5. Use of Park Roadways and Trails.

(a) No Interference. The operation of equipment and vehicles, including without limitation trucks, on any roadway or trail, and access by persons entering or leaving the Permit Area shall be undertaken in a manner that shall not interfere with, or restrict the use of, or access to, park facilities by park visitors, including without limitation vehicle, bicycle, and pedestrian traffic.

(b) Limited Access. Access for vehicles, including without limitation trucks, to the Permit Area shall be over East 49<sup>th</sup> Street only. No other roadway shall be used for such access.

(c) Limitations on Vehicles. No vehicle, except rubber-tired, shall be operated on any roadway, trail, or portion of Ohio & Erie Canal Reservation unless otherwise approved in writing by the Park Manager. Without limiting the generality of the foregoing, materials delivered to the Permit Area shall be delivered in single-axle or double-axle trucks, not exceeding twenty (20) ton gross loads.

(d) Removal of Debris. All roadways and trails must be kept clear of construction debris, spillage, and mud at all times. Should debris, spillage, or mud be carried onto the roadway or trail from the Permit Area, it shall be removed immediately and, in any event, the roadway and trail shall be left clean at the end of each work day.

6. Restoration of Permit Area.

(a) Restoration. Permittee, at Permittee's sole cost and expense, promptly shall restore all surfaces, including without limitation driveways, lawns, grass areas, and fences, to the condition existing before being disturbed.

(b) All Purpose Trail Specifications. Without limiting the generality of the foregoing, Permittee, at Permittee's sole cost and expense, promptly shall restore all purpose trails to the condition existing before being disturbed, including without limitation the following:

- (i) Restoration of compacted sub-base (premium fill may be repaired if existing sub-base cannot be compacted);
- (ii) Installation of not less than 6" item #304 Crushed Limestone (not slag) compacted;
- (iii) Installation of not less than 2" item #404 Asphaltic Concrete;
- (iv) Asphalt joints of "butt" type at saw-cut edge, no "feather" edges being permitted; and
- (v) Compliance of all materials with requirements of State of Ohio, Department of Transportation, and Construction & Material Specifications.

(c) Seed Specifications. The seed mixture for restoration of grass areas shall be a mixture of 20% Kentucky 31 Fescue, 25% common Kentucky Bluegrass, 20% Manhattan Rye Grass, and 35% Creeping Red Fescue at the rate of eight (8) pounds per one thousand square feet (8:1000). Mulching material shall conform to State Specification 659.06, and installed per State Specification 108.04 and 659.09. Topsoil shall conform to State Specifications 653.01, 653.02, 653.05, 654.03, and 654.04.

7. Indemnification.

Permittee agrees to indemnify, hold harmless, and, if requested, defend Cleveland Metroparks, and any and all of Cleveland Metroparks' officers, employees, and agents from and against any and all liabilities, costs, claims, demands, fines, penalties, proceedings, actions, and causes of action, including without limitation reasonable attorneys' fees, arising out of, or associated with, or related to, any of Permittee's acts or omissions in connection with the Permit, except that caused by the sole negligence of the Cleveland Metroparks and any and all of Cleveland Metroparks officers, employees and agents.

8. Insurance.

Permittee understands that insurance carried by Cleveland Metroparks will not include insurance related to the Improvements. Permittee shall maintain self-insurance for claims for bodily injury (including death) and property damage related to this Permit, the Permit Area, and the Improvements in accordance with its customary practices, including without limitation maintenance of an assigned reserve therefore, up to commercially reasonable limits but not less than One Million Dollars (\$1,000,000) per occurrence. Promptly upon request by Cleveland Metroparks from time to time, Permittee shall provide Cleveland Metroparks with a letter of confirmation with respect to such self insurance and assigned reserve, in form satisfactory to Cleveland Metroparks.

9. Termination of Permit.

If at any time the Permit Area ceases to be used by Permittee for the purpose specified herein, the rights hereby granted automatically shall terminate whereupon Permittee, if Cleveland Metroparks so requests, shall remove the Improvements from the Permit Area in a manner satisfactory to Cleveland Metroparks and, if either Cleveland Metroparks or Permittee so requests, Cleveland Metroparks and Permittee promptly shall execute and record a document that evidences such termination.

10. Entire Agreement.

This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

11. Modification.

No modification of this Permit shall be binding upon Cleveland Metroparks or Permittee unless set forth in writing and executed by Cleveland Metroparks and Permittee.

12. Severability.

If any provision of this Permit shall be or become invalid or unenforceable, then this Permit shall be divisible as to such provision, and the remainder of this Permit shall be and remain valid and binding as though such provision were not included herein.

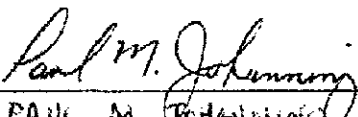
13. Third-Party Rights.

Nothing herein expressed or implied is intended or shall be construed to confer upon any other entity, other than as herein set forth, any rights or remedies under, or by reason of, this Permit.

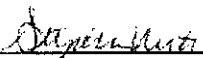
14. Acceptance of Permit.

Acceptance of this Permit by Permittee will constitute acceptance of all conditions set forth herein.

Accepted:

  
PAUL M. JOHANNING  
Dominion East Ohio Gas  
1255 East 55<sup>th</sup> Street  
Cleveland, OH 44103  
Office:  
Fax:

Board of Park Commissioners of the  
Cleveland Metropolitan Park District  
4101 Fulton Parkway  
Cleveland, Ohio 44144  
(216) 351-6300

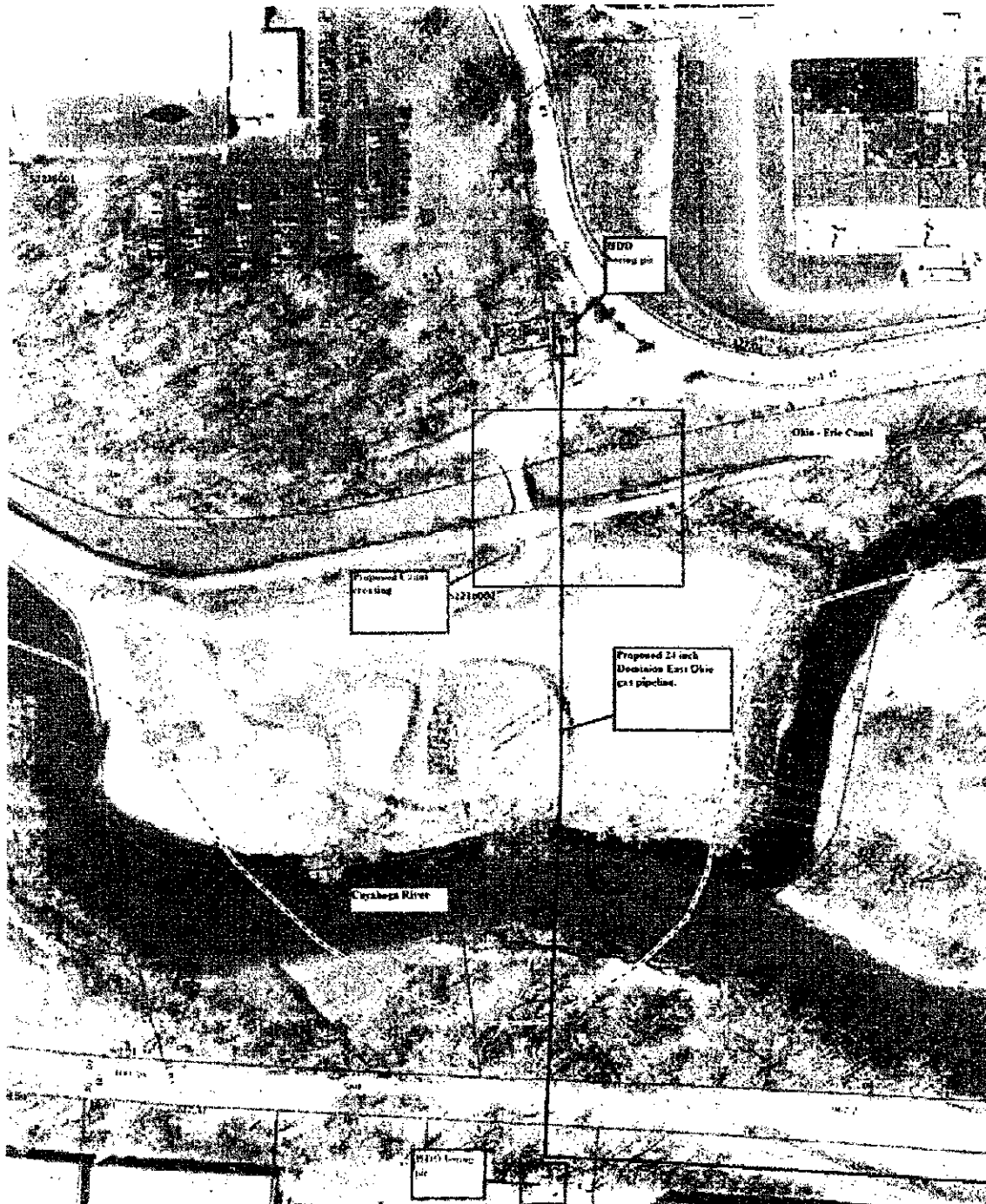
  
Stephanie Kutsko  
Land Planner  
Office: 216-635-3240  
Fax: 216-635-3286

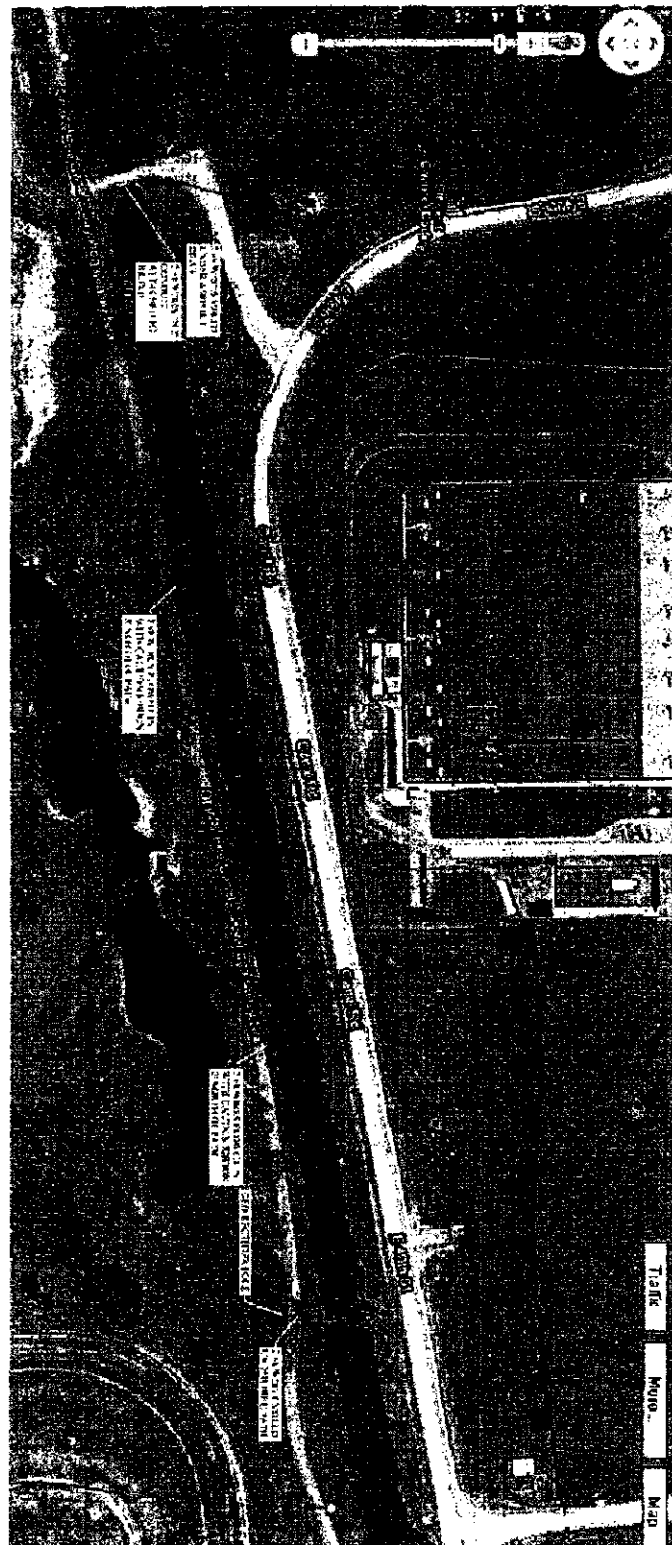
Date: 8/5/2010

Date: 8/7/10

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**Exhibit A**









**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

July 6, 2010

Dominion East Ohio  
320 Springside Drive  
Akron, Ohio 44333

Attention: Jeff R. Butler  
Delivery Design

Re: Construction Drawings  
Willow Station North  
Phase 1 Construction  
24" HP FBE and Powercrete Pipe  
Under the Ohio Canal, Cuyahoga River, and CSX Transportation tracks  
Cuyahoga Heights, Ohio

Dear Mr. Butler:

On behalf of the Village of Cuyahoga Heights, we have reviewed the revised construction plans for the construction of gas mains under the Ohio Canal, Cuyahoga River, and CSX Transportation tracks. Enclosed find the following information regarding the project for the construction of the gas mains from Willow Station North, Phase 1 within the Village of Cuyahoga Heights:

One set of approved construction plans (Sheets 1/4 through 4/4)

The plans for the construction of the gas mains as shown on the construction plans under the Ohio Canal, Cuyahoga River, and CSX Transportation tracks have been approved as noted in the following comments:

General

- 1.) The contractor is required to obtain a license to work in the Village of Cuyahoga Heights, and provide an insurance policy listing the Village of Cuyahoga Heights as an additional insured. The contractor registration fee is \$100.00 and shall be obtained from the Cuyahoga Heights Building Commissioner before beginning any work. Dominion East Ohio and its contractor shall deposit with the Building Commissioner evidence of insurance for general liability, vehicle liability and excess liability in the amount of one million dollars (\$1,000,000.00) and for property damages in the amount of at least one hundred thousand dollars (\$100,000.00) insuring the Village against any loss or damage to persons or property resulting from the work being done.
- 2.) The contractor must notify the Ohio Utilities Protection Service and the individual utilities in the area of the work at least 48 hours prior to commencing work.



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- 3.) Compliance with the Occupational Safety and Health Act of 1970 and all OSHA regulations is required by all contractors on this project.
- 4.) After Dominion East Ohio has determined a contractor for this work and a start date Dominion East Ohio or the contractor shall furnish the Engineer with the following information:
  - a.) The name of the construction company, address, and telephone number, and person in charge of the work
  - b.) The time and dates of the work
  - c.) The type of the work
  - d.) The amount of street to be closed (if any)
  - e.) The estimated time of completion for any and all work done on the streets or sidewalks
- 5.) During construction, all existing utilities shall be protected and any improvements that have been disturbed shall be restored to their original condition. The Village of Cuyahoga Heights and various utility owners have facilities, such as underground electric conduits, underground telephone conduits, gas mains, water mains, sewers, curb drains, etc. in the areas being excavated. The contractor shall take all efforts to preserve the existing facilities and repair and/or replace those disturbed by construction. Several gas service connections, water service connections, and sewer lateral connections are not shown on the plans. These connections shall be maintained, relocated if in conflict with the proposed gas mains, or repaired if damaged during construction.
- 6.) All asphalt pavement, concrete pavement and base, curbs, drives, walks, sewers, curb drains, etc. disturbed by construction shall be repaired and replaced under the inspection of and to the satisfaction of the Village Engineer. Concrete pavement, drives, and walks shall be replaced to the nearest existing joint as directed by the Village Engineer. No concrete pavement or sidewalk shall be placed on frozen base or placed when the temperature is below 40°F. All concrete shall be protected as necessary for inclement weather conditions. Following construction of the gas mains the East 49<sup>th</sup> Street pavement shall be repaired and resurfaced to at least 2 feet beyond the trench in accordance with the plan details. Any pavement markings removed or disturbed by construction shall be replaced. Note trench backfill or backfill of holes under the pavement or sidewalk shall be premium backfill, Low Strength Mortar Backfill, ODOT Item 613, Type 2 or ODOT Item 304, Aggregate Base, compacted in 8" lifts.



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- 7.) The contractor shall furnish and maintain all necessary safeguards such as barricades, satisfactory barriers, flaggers, etc. to avoid damage and/or injury to vehicles and persons using the roadway during construction. It is our understanding that the gas main pipe will be strung out and welded along the east side of East 49<sup>th</sup> Street, before it is pulled back under the Ohio Canal and the Cuyahoga River. During the period when the pipe is being welded, Dominion East Ohio and its contractor maintain two-way traffic at all times using law enforcement officers and flaggers as necessary. If the placing and welding of pipe requires closing a lane of traffic for the welding operations the contractor is required to hire a law enforcement officer, as determined by the Mayor of Cuyahoga Heights, to direct traffic and perform road safety control services at the hours and rates specified and set forth by the Village of Cuyahoga Heights. Contact the Cuyahoga Heights Mayor at 216-641-7020 to schedule law enforcement officers for traffic control. The contractor shall coordinate any partial closing of streets to traffic with the police chief, fire chief, service director, and the engineer of the Village of Cuyahoga Heights.
- 8.) It is our understanding that during the pull-back process, the welded gas main pipe will be pulled back over the East 49<sup>th</sup> Street pavement. This will require that the East 49<sup>th</sup> Street pavement be closed to traffic, thus a maintenance of traffic plan shall be submitted to and approved by the Village of Cuyahoga Heights. The maintenance of traffic plan shall include the proposed detour signs, construction signs, and barricades. The contractor shall consider the effects of the construction activities and actions necessary to provide for the health, safety, and welfare of the public.
- 9.) Construction of the improvements and the maintenance of traffic shall be subject to the inspection and approval of the Village Engineer or his duly authorized representative. No construction work in connection with the improvement shall be done without inspection. 24-hour notice of the intention to begin work shall be given to the Village Engineer.
- 10.) The contractor shall comply with all applicable ordinances and statutes of the Village of Cuyahoga Heights regarding dropping or leaking materials on the Village's streets. All dirt and debris that are deposited on public streets by hauling trucks and by this construction work shall be cleaned from the streets immediately by the contractor. Soil and sediment from the site shall not be washed into the sewer system. The contractor shall provide all labor, material, and equipment necessary including a motorized dust-free street sweeping device, if necessary, to maintain clean and safe roadways at all times and reduce the dust generated by the site. A rotary broom mounted on a tractor will not be acceptable for dust control.



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- 11.) The Storm Water Pollution Prevention Plan (SWPPP) for this project has been approved with revisions and comments. The Storm Water Pollution Prevention Plan shall be implemented during the duration of this project. All areas disturbed by construction activities shall be restored to the satisfaction of the Village Engineer. Seeding, mulching, and other vegetation shall be provided to furnish erosion protection over disturbed soil areas.

Don't hesitate to call our office with any comments or questions you have regarding this project.

Sincerely,

Paul E. Dey  
Village Engineer

Enclosure

cc: Mayor Jack M. Bacci  
Norman J. Casini, Cuyahoga Heights Building Commissioner w/encl.  
File 2525-10-03

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, ("The Agreement") made and effective August 13, 2010, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and EAST OHIO GAS CO DBA DOMINION EAST OHIO, a corporation of the State of Ohio, whose mailing address is 1201 East 55th St., Cleveland, Ohio 44103, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty inch (20") diameter sub-grade pipeline crossing, solely for the conveyance of natural gas, located at or near Cuyahoga Heights, Cuyahoga County, Ohio, Great Lakes Division, Cleveland Subdivision, Valuation Station 426+62, Milepost BJB-67.19

hereinafter, collectively, called the "Licensed Area," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Licensed Area for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the License Area above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the License Area, and as shown on attached Facility Application Form and plan(s).

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the License Area except upon prior separate written consent of Licensor.

## **2. LICENSE FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable License Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS (\$4,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Licensed Area.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Licensed Area for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Licensed Area.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Licensed Area, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Licensed Area shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Licensed Area.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the License Area for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Licensed Area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Licensed Area, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Licensed Area to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Licensed Area in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Licensed Area, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.



7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Licensed Area herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Licensed Area, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Licensed Area, arising from or in connection with the use of this Licensed Area or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Licensed Area is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. Licensee may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded

program of self-insurance. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Licensed Area, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances. Self-insurance is not applicable for Railroad Protective Insurance.

# **11. GRADE CROSSINGS; FLAGGING:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Licensed Area, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

# **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

# **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of License fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Licensed Area, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

#### **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Licensed Area. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

#### **15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692 and (904) 633-3450. Licensee may also scan and email a completed form to email address: [OP\\_Request@csx.com](mailto:OP_Request@csx.com). A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link: [http://www.csx.com/fuseaction=aboutproperty\\_corridor%20#scheduling](http://www.csx.com/fuseaction=aboutproperty_corridor%20#scheduling).

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 800-535-3000.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Licensed Area, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Licensed Area or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Licensed Area is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Licensed Area(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Licensed Area, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Licensed Area (collectively, "Liens or Encumbrances"), to be established or remain against the Licensed Area or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Licensed Area or any other property of Licensor; however, Licensee reserves the right to

challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

**18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Licensed Area are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

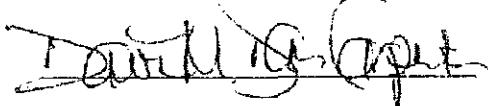
18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

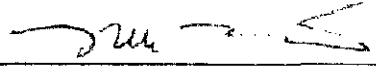


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:



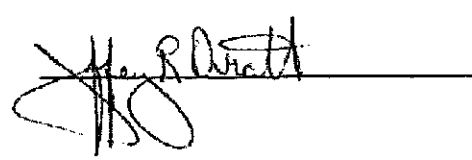
CSX TRANSPORTATION, INC.

By: 

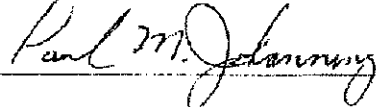
Print/Type Name: Marie A. Musfeldt  
Director

Print/Type Title: \_\_\_\_\_

Witness for Licensee:



EAST OHIO GAS CO DBA DOMINION EAST OHIO

By: 

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: PAUL M. JOHANNING

Print/Type Title: MANAGER - GAS OPERATIONS

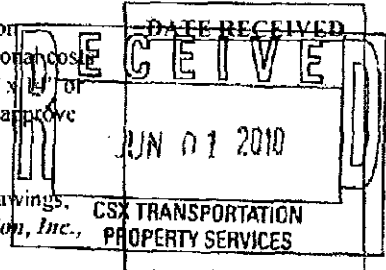
Tax ID No.: 34-094760



## APPLICATION FOR PIPELINE CROSSING / PARALLELISM

All applications are to be submitted in accordance with CSXT's Pipeline Specification Package. Failure to strictly adhere to these specifications will result in delays, additional costs and possible return of your application. Drawings should either be 8 1/2" x 11", 8 1/2" x 14" or 11" x 17" size (refer to Drawing requirement checklist). CSXT reserves the right to approve or decline and application.

One original and one copy of this application form, together with plan and profile drawings, and a \$750.00 nonrefundable Review Fee are to be submitted to: **CSX Transportation, Inc., Property Services Department, J180, 500 Water Street, Jacksonville, FL 32202.**



- No work may proceed on CSXT's right of way until the License has received a fully executed agreement and obtained notice to proceed from CSXT's local Roadmaster or its designee.
- Due to future maintenance responsibilities CSXT will not enter into an agreement with a Developer. It is the Developer's responsibility to coordinate the application with the local governing municipal authority.
- No verbal approvals will be granted. No Blasting on/under/near CSXT right of way. No Directional Boring.

Application Date: 5/26/2010

CSXT File/Agreement Number: CSX636372

<b>Section 1: Pipeline Owner Info</b>		<input checked="" type="checkbox"/> Check here if agreement should be mailed to this address	
Owner's Complete Legal Company Name:	East Ohio Gas Company d/b/a Dominion East Ohio		
Contact Name/Title:	Michael R. Antonius	Manager Gas Delivery Pipelines	
Legal Address:	1201 East 55 <sup>th</sup> Street		
City/State/Zip:	Cleveland	Ohio	44103
Street Address for Overnight Mail (check if same as legal address <input type="checkbox"/> ):	320 Springside Drive, Suite 320		
City/State/Zip:	Akron	Ohio	44333
Email Address:	Michael R. Antonius@dom.com		
Office/Alternate Phone:	(330) 664-2488	(440) 336-3203	
*Emergency No./Fax:	(800) 535-3000		
*The emergency number is needed in the event of derailment, pipe failure, etc....			
(a) <input checked="" type="checkbox"/> Corporation State of Inc: OH		(b) <input type="checkbox"/> Partnership Type: _____ State: _____	(c) <input type="checkbox"/> Other Describe: _____
(d) <input type="checkbox"/> Municipality		(e) <input type="checkbox"/> Individual	

<b>Section 2: Engineer/Consultant Info</b>		<input type="checkbox"/> Check here if agreement should be mailed to this address	
Engineer/Consultant Company Name:	Hatch, Mott & McDonald		
Contact Name/Title:	Glenn Duyvellyn	Sr. Project Engineer	
Street Address for Overnight Mail:	18013 Cleveland Parkway Dr., Suite 200		
City/State/Zip:	Cleveland	Ohio	44135
Email Address:	Glenn.Duyvellyn@hatchmott.com		
Office/Fax:	(216) 535-3649		
Cell/Alternate Phone:	( ) ( ) ( )		

Continued on Page 2...

Exhibit "A"

Sheet 1 of 4  
CSXT File No. CSX 636372

CSX Real Estate Engineering  
Engineering Design Approved  
By: [Signature]  
Date: 6/1/10

Application Date: 5/26/2010

CSXT File/Agreement Number: CSX636372

<b>Section 3: Reference Info</b>			
Your Project Reference No.:		E49-1	
Covered by a Master/General Agreement:		Agreement No.:	
Work to be performed by:		Agreement Date:	
(a) <input type="checkbox"/> Owner's employees		(b) <input checked="" type="checkbox"/> Owner's contractor	
Type of Installation:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> *Revision to Existing	<input type="checkbox"/> *Attachment to Existing
<input type="checkbox"/> *Upgrade to Existing			
a) * If a revision, attachment or upgrade, you must provide detailed scope of project.			
b) * For existing crossing/parallelisms, furnish copy of existing RR Agreement or Agreement No.			
Will pipeline connect to an existing facility within Railroad corridor?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) If yes, name of facility owner:		b) If yes, describe and show details on drawing.	

<b>Section 4: Pipeline Location</b>			
City/Town/Village:	Cuyahoga Heights	County:	Cuyahoga
State/Province:		Ohio	
Occupancy Type:	<input checked="" type="checkbox"/> Crossing Only (Complete Section A or B)	<input type="checkbox"/> Crossing & Parallelism (Complete Sections A or B & C)	<input type="checkbox"/> Parallel Only (Complete Section C)

<b>A. RR Milepost Location for Crossing (non-spur track)</b>		<b>*Do not measure from a DOT sign.</b>	
Crossing location:	1,011 ft. West	from RR Milepost:	67
Latitude:	N 41° 25' 08"	Longitude:	W 81° 39' 22"
If Known:	Valuation Station:	Valuation Map No.:	

<b>B. RR Milepost Location for Crossing (spur track)</b>		<b>*Do not measure from a DOT sign.</b>	
Spur Track Crossing Location: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____ to point-of-switch,			
then: _____ ft. along spur track to crossing location.			
Latitude:	N	Longitude:	W
If Known:	Valuation Station:	Valuation Map No.:	

<b>C. RR Milepost Location for Parallelism</b>		<b>*Do not measure from a DOT sign.</b>	
Parallelism location Enters CSXT R/W: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____, and Exits CSXT R/W: _____ ft. (N / S / E / W) (direction) from RR Milepost:			
Latitude:	N	Longitude:	W
If Known:	Valuation Station:	Valuation Map No.:	= Entrance
Latitude:	N	Longitude:	W
If Known:	Valuation Station:	Valuation Map No.:	= Exit

Crossing Length/Segment On RR R/W:	60 ft.	Parallel Length/Segment On RR R/W:	ft.
Will pipeline be located entirely within public road R/W?		<input type="checkbox"/> Yes, DOT Crossing No.: <input checked="" type="checkbox"/> No	
NOTE: Road name, number, and width of R/W are required on drawing.			

Continued on Page 3...

Exhibit "A"  
Sheet 2 of 2  
CSXT File No. CSX636372

CSX Real Estate Engineering  
Engineering Design Approved  
By: [Signature]  
Date: 5/29/10

Application Date: 5/26/2010

CSXT File/Agreement Number: CSX636372

Section 5: Pipe Data & Specifics		(Note: Metric Information will NOT be accepted.)	
PIPE SPECIFICATIONS:		CARRIER PIPE:	CASTING PIPE:
Substance to be conveyed: ( <input checked="" type="checkbox"/> flammable / <input type="checkbox"/> Non-flammable)	Natural Gas	N/A	
Temperature:	1100	N/A	
Maximum Working Pressure:	216 MAOP	N/A	
Pipe Material:	API 5L Steel	N/A	
Material Specifications & Grade:	X-52	N/A	
Specified Minimum Yield Strength:	52,000PSI	N/A	
Nominal Size:	20"	N/A	
Wall Thickness:	0.375"	N/A	
Type of Seam:	Welded	N/A	
Type of Joints:	Beveled ends	N/A	
Total Length within CSXT R/W:	60'	N/A	
if Tunnel Liner Plates: Attach manufacturer's shop detail and computations that include plate thickness and gauge.			
Location of Shut-Off Valves:		1025' north; 2150' east	
Number of Manholes:	0	Number of Other:	0 Describe: N/A
Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.			
Method of Installation:	(a) <input type="checkbox"/> Bore & Jack (b) <input checked="" type="checkbox"/> Other: HDD		
Protective Coating:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Type: FBE Power Crete	Cathodic Protection:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Temporary track support or riprap required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe and show details on drawing.		

Section 6: Railroad Use Only			
Division:		Subdivision:	
No. of Crossings:		Val. Section/Map No.:	
Absolute Map No.:		PIN No.:	
Roadmaster Code:		Parcel No.:	
Contract Type:		Fiber:	
Val. Station (Crossing):		Milepost No. (Crossing):	
Val. Station (Parallelism):	From:	To:	
Milepost No. (Parallelism):	From:	To:	
Milepost No. (Spur Track):	, then it, along spur track(s) to crossing location.		
Shortline Lease Corridor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Shortline Lease Agmt. No.:	
Track Sold to Shortline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Inspector Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Eng. Approval Letter:	<input type="checkbox"/> Yes <input type="checkbox"/> No	FDOT Eng. Approval Ltr.:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Manager:		Title:	
Approval by:		Title:	
Comments: _____			

Continued on Page 4...

Exhibit "A"  
 Sheet 3 of 4  
 CSXT File No. CSX636372

CSX Real Estate Engineering  
 Engineering Design Approved  
 By: [Signature]  
 Date: 5/26/10

## CSXT DRAWING REQUIREMENTS FOR PIPELINE CROSSING/PARALLELISM

Application Date: 5/26/2010CSXT File/Agreement Number: CSX636372

All information and measurements are to be clearly labeled and shown on all drawings. All drawings are to be submitted with CSXT's pipeline occupancy application form No. 7455. Failure to strictly adhere to these requirements may result in delays, additional costs and possible return of your application.

Drawings should either be 8 1/2" x 11", 8 1/2" x 14" or 11" x 17" size. CSXT reserves the right to approve or decline any application. Gray or monochrome scale required. Aerial photos must be separate from the drawing.

**All applicable boxes must be checked,**

**(Note: Metric Information will NOT be accepted.)**

<input checked="" type="checkbox"/>	Legible Drawing(s) size 8 1/2 x 11x14" or 11x17.
<input type="checkbox"/>	Overall plan view for parallelisms
<input checked="" type="checkbox"/>	North Arrow
<input checked="" type="checkbox"/>	Title block with owner's legal name, drawing number and date.
<input checked="" type="checkbox"/>	New pipeline in bold lines.
<input checked="" type="checkbox"/>	Distance and direction from CSXT actual milepost monument/marker (not the DOT sign as the cross road).
<input type="checkbox"/>	Distance and direction from nearest track and public road intersection.
<input type="checkbox"/>	Public road right-of-way lines (if within the confines of a public road crossing).
<input checked="" type="checkbox"/>	CSXT right-of-way lines relative to centerline of adjacent track(s).
<input checked="" type="checkbox"/>	Width of CSXT right of way.
<input checked="" type="checkbox"/>	Angles of crossing at track(s), and number of tracks crossed.
<input checked="" type="checkbox"/>	Plan view, cross-section and profile of casing and carrier pipes.
<input checked="" type="checkbox"/>	Points where pipeline enters and leaves CSXT's right-of-way
<input checked="" type="checkbox"/>	Total length of carrier and casing pipe with CSXT's right-of-way.
<input checked="" type="checkbox"/>	Cross-section of track at encroachment, including relevant dimensions.
<input type="checkbox"/>	Depth/minimum cover of casing pipe measured from:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Top of pipe to bottom of rail
<input type="checkbox"/>	<input type="checkbox"/> Within the right-of-way
<input type="checkbox"/>	<input type="checkbox"/> Below and ditches
<input type="checkbox"/>	Description of Casing Pipe End Seals
<input type="checkbox"/>	Measurement to any manhole(s)/other(s) from nearest/adjacent track(s) and milepost.
<input type="checkbox"/>	Size and location of Vent pipes on cross section/profile drawing (for flammable substance with sealed casing pipe.
<input checked="" type="checkbox"/>	Location of shut off valves:
	(a) Crossings: No further than 2,000 feet from centerline of nearest track;
	(b) Parallelisms: Within 2,000 feet of entrance and exit point of CSXT-right-of way
<input type="checkbox"/>	Location of any CSXT signals, signal equipment, road crossing warning devices, poles, pole lines, bridges, and any other facilities Relevant to the pipeline and the location of the pipeline.
<input type="checkbox"/>	Location of all proposed/performed geotechnical borings - This is required for all casing with an O.D. of 48 inches or greater.
<input type="checkbox"/>	Facilities, structures, obstructions, etc... to be relocated.
<input type="checkbox"/>	Distance of face of Launching & Receiving Pits located from centerline of adjacent @ 90°.
<input type="checkbox"/>	Launching Pit and Receiving Pit Dimensions: Width, Length and Depth.

Exhibit "A"  
Sheet 4 of 4  
CSXT File No. CSX636372  
CSX Real Estate Engineering  
Engineering Design Approved  
Date: 5/26/10

I affirm that I have reviewed CSXT's Pipeline Specifications and the foregoing information complies with the current CSX Pipeline Specifications, governing laws or regulations, and accurately reflects the proposed pipeline crossing/parallelism of CSXT's right of way.

Applicant's Signature: Michael A. Lofgren



# TEMPORARY CONSTRUCTION AGREEMENT

This agreement entered into this 7 day of May, 2009, by and between Maywood Properties, LLC of 1400 Valley Belt Road, Brooklyn Heights, Ohio, (herein called Grantor), and the East Ohio Gas Company, d/b/a Dominion East Ohio, an Ohio Corporation of 1201 East 55<sup>th</sup> St., Cleveland, Ohio 44103, (herein called Grantee). WITNESSETH THAT:

WHEREAS, Grantee and Grantee's contractors will be constructing and installing a gas pipeline on lands owned by or adjacent to Grantor.

THEREFORE, in consideration of \$6,000.00 per month beginning March 1, 2009 and extending through September 30, 2009, payable on or before the first day of each month, Grantor hereby agrees and grants to Grantee the Temporary Use of the land surface of Grantors premises with the right of ingress and egress to and from the same for the construction and installation of the gas pipeline. Land surface area to be utilized is described as being situated in the Village of Brooklyn Heights, County of Cuyahoga, State of Ohio, and known as being part of Original Independence Township Lot No. 3, Tract No. 1, West of the Cuyahoga River, and as being Parcel M-2 as shown in Lot Split Plat recorded in Volume 357 at Page 24 of the Cuyahoga County plat records.

Parcel Number 531-12-007  
Containing 2.3608 acres  
Deed Reference: AFN# 200412080815

Grantee further agrees to pay for any damage to fences, tile drains, timber, crops, and the like that may be caused by the construction and installation of the gas pipeline. Grantee shall restore Grantors premises to as near "like" condition as prior to construction. The Grantee shall be allowed to remove certain trees upon prior approval from Grantor.

It is understood and agreed by and between the parties hereto that in the event that construction of the pipeline has not been completed by September 30, 2009, the Grantee will continue to pay a monthly fee for such time as it may take to complete construction, but not to exceed past March 1, 2010.

MAYWOOD PROPERTIES, LLC:

Sign Patrick P. Lenehan  
Print PATRICK P. LENEHAN  
Title: Manager

## CORPORATE ACKNOWLEDGMENT

STATE OF OHIO,  
COUNTY OF Cuyahoga, SS 20-268170

I, JEFFERY R. OVIATT, a Notary Public in and for said County, do certify that PATRICK P. LENEHAN, who signed the writing above, bearing date the 7<sup>TH</sup> day of MAY, 2009, for Maywood Properties, LLC, an Ohio limited liability company, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said limited liability company.

Given under my hand this 7<sup>TH</sup> day of MAY, 2009.

My Commission expires: APRIL 2, 2011

Jeffery R. Oviatt  
Notary Public

JEFFERY R. OVIATT, Notary Public  
In and for the State of Ohio  
My Commission Expires April 2, 2011

EAST OHIO GAS COMPANY  
d/b/a DOMINION EAST OHIO

Sign Michael R. Antonius  
Print MICHAEL R. ANTONIUS  
Title: Manager Gas Projects

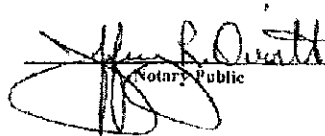
CORPORATE ACKNOWLEDGMENT

STATE OF OHIO )  
COUNTY OF SUMMIT )ss

I, JEFFERY R. OVIATT, a Notary Public in and for said County, do  
certify that MICHAEL R. ANTONIUS, who signed the writing above, bearing date the  
7<sup>TH</sup> day of MAY, 2009, for the East Ohio Gas Company d/b/a Dominion East Ohio, a  
corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 7<sup>TH</sup> day of MAY, 2009.

My Commission expires: APRIL 2, 2011

  
Notary Public

JEFFERY R. OVIATT, Notary Public  
In and for the State of Ohio  
My Commission Expires April 2, 2011



**TEMPORARY CONSTRUCTION AGREEMENT  
AMMENDMENT**

It is understood and agreed between both Maywood Properties, LLC (Grantor) and East Ohio Gas Company d/b/a Dominion East Ohio (Grantee) that the expiration date of the Temporary Construction Agreement dated May 7, 2009 covering Dominion East Ohio's use of the Parcel No. 531-12-007 located on Valley Belt Road in the Village of Brooklyn Heights owned by Maywood Properties, LLC be extended from September 30, 2009 to August 31, 2010 under the same terms. All terms and provisions of the original agreement shall remain in full force and effect.

MAYWOOD PROPERTIES, LLC:

Sign *Patrick P. Leneghan*  
Print Patrick P. Leneghan  
Title: Manager

CORPORATE ACKNOWLEDGMENT

STATE OF Ohio )  
COUNTY OF Cuyahoga )SS

I, *EARL J. MILLER* a Notary Public in and for said County, do certify that Patrick P. Leneghan, who signed the writing above, bearing date the 17<sup>th</sup> day of September, 2009, for Maywood Properties, LLC, an Ohio limited liability company, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said limited liability company.

Given under my hand this 17<sup>th</sup> day of September, 2009.

*Earl J. Miller*  
Notary Public

My Commission expires: 7-5-2014

EAST OHIO GAS COMPANY  
d/b/a DOMINION EAST OHIO

Sign Michael R. Antonius  
Print MICHAEL R. ANTONIUS  
Title: Manager, Gas Projects

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO )  
COUNTY OF SUMMIT )SS

I, JEFFERY R. OVIATT, a Notary Public in and for said County, do certify that MICHAEL R. ANTONIUS, who signed the writing above, bearing date the 21<sup>ST</sup> day of SEPTEMBER, 2009, for the East Ohio Gas Company d/b/a Dominion East Ohio, a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 21<sup>ST</sup> day of SEPTEMBER, 2009.

My Commission expires: APRIL 2, 2011

Jeffery R. Oviatt  
Notary Public

JEFFERY R. OVIATT, Notary Public  
In and for the State of Ohio  
My Commission Expires April 2, 2011

use and purposes therein mentioned and declared that he is still satisfied therewith and desires that it might be recorded as such. In testimony whereof I have hereunto set my hand and official seal this 15<sup>th</sup> day of August A.D. 1905.

Rec'd Sept 21, 1906, at 9:15 A.M.) Hervey B. Miller (seal) (Notarial Seal)  
Recorded Sept 22, 1906 ) (Cuyahoga County Ohio)  
Fee for record \$ .50 ) Herman C. Bashr, Recorder.

531-12-003  
531-12-007

395595 Henry Merklo et al To East Ohio Gas Co (Right of way)

For and in consideration of thirty nine (\$39.00) dollars to us in hand paid receipt of which is hereby acknowledged we Henry Merklo Guardian Henry Merklo Sarah Merklo and Grace Low of Cleveland O do hereby grant to The East Ohio Gas Company its successors or assigns the right of way to lay maintain, operate and remove a pipe line for the transportation of gas on over and through our lands situate in section Brooklin Heights Township Cuyahoga County State of Ohio bounded and described as follows: on the north by lands of Baltimore and Ohio Rail Road on the east by lands of Sylvia A. Sawyer on the south by lands of Schaff Road on the west by Lands of Henry Frances with ingress and egress to and from the same. The said grantors heirs or assigns to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said The East Ohio Gas Company which hereby agrees to pay any damages which may arise to crops and fences from the laying maintaining and operating said pipe line said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons one thereof to be appointed by the said grantors heirs or assigns, one by The East Ohio Gas Company its successors or assigns and the third by the two so appointed as aforesaid and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said The East Ohio Gas Company its successors or assigns may at any time lay an additional line of pipe alongside of the first line as herein provided upon the payment of a like consideration (\$143) and subject to the same conditions also to have the right to change the size of its pipe the damage if any to crops and surface in making such change to be paid by the said The East Ohio Gas Company. Pipe line to be buried so as not to interfere with cultivation and to be laid on the land above described immediately adjoining the Valley Rail Road right of way. It is agreed that said Gas Company must settle tenants damages line to be laid within six feet of rail road right of way. In witness whereof the parties hereto have set their hands and seals this 15th day of August A.D. 1905.

Signed sealed and delivered in the presence of ) Minor children (Henry Merklo (seal)

(1) Fredk W. Gray (2) Frank L. Kuhn of Henry Merklo (Ada May Merklo (seal)

Approved J.H. Carney Asst Supt R. of W. Dept. Sarah Merklo (Henry Merklo (seal)  
State of Ohio, SS ) By Henry Merklo (seal)

County of Cuyahoga) Be it remembered that Guardian (seal)

on this 14th day of August A. D. 1905 before Grace Low (seal)

me the subscriber a Notary Public in and for said Henry Merklo

County personally came the above named Henry Sarah Merklo

Merklo (Guardian) Grace Low Henry Merklo and Sarah Merklo to me known to be the persons named in and who executed the above instrument and in due form of law acknowledged the same to be their act and deed for the use and purposes therein mentioned and declared that they are still satisfied therewith and desires that it might be recorded as such. In testimony whereof I have hereunto set my hand and official seal this 14th day of August A.D. 1905.

Rec'd Sept 21, 1906, at 9:15 A.M.) Frank L. Kuhn (seal) (Notarial Seal)  
Recorded Sept 22, 1906 ) (Cuyahoga County Ohio)  
Fee for record \$ .70 ) Herman C. Bashr, Recorder.

399770 Paul Palcieriaki To John Palcieriaki

Know all men by these presents that I Paul Palcieriaki single the grantor for diverse good causes and considerations thereunto moving and especially for the sum of One dollar (\$1.00) received to my full satisfaction of John Palcieriaki the grantee heregiven, granted, remised, released and forever quit claimed and do by these presents absolutely give, grant, remise, release and forever quit claim unto the said grantee his heirs and assigns forever, all such right and title as I the said grantor have or ought to have in and to the following described piece or parcel of land; situated in the City of Cleveland County of Cuyahoga and State of Ohio and known as an undivided one half interest in sub lot number seventy (70) in Henry S. Whittlesby's allotment of part of original lot

PER/rmk 9/17/63

7-1031-76

PARTIAL RELEASE OF RIGHT OF WAY

WR 1031-76-100  
R/W 010/3

KNOW ALL MEN BY THESE PRESENTS That The East Ohio Gas Company, an Ohio corporation, of Cleveland, Ohio, for the consideration of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, does hereby surrender, release and forever discharge from the operation of that certain Right of Way executed and delivered to it by Henry Merkle, et al, on August 15, 1905, and recorded in Volume 996, Page 181 of the Cuyahoga County, Ohio, Records, all of the lands described in and subject to said Right of Way except the following described parcel of land, hereinafter referred to as the Excepted Parcel:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio and known as being a part of Original Independence Township Lot No. 3 Tract 1, West of the River and more fully described as follows: Beginning at the easterly line of land conveyed to B. & H. Merkle, et al, by deed recorded in Volume 10135, Page 304 of Cuyahoga County Deed Records, and the Southerly Line of B. & O. R. R. R/W, thence westerly along the Southerly Line of said B. & O. R. R. R/W about 1140.0 feet to a westerly line of said Merkle land, thence southerly along a westerly line about 60.0 feet, thence easterly 60.0 feet south of and parallel to the southerly line of said B. & O. R. R. R/W, a distance of about 1120.0 feet; thence northerly along said Merkle's easterly line a distance of 62.50 feet to the place of beginning.

As further consideration for this release the undersigned owners of the Excepted Parcel and of the lands released from the aforesaid Right of Way, for themselves, their heirs and assigns, covenant and agree to and with said The East Ohio Gas Company, its successors and assigns, that no buildings or structures of any kind and no macadam, concrete or other impermeable surfacing shall be placed or erected on, over or within the limits of the Excepted Parcel, and that there shall be no filling upon or removal of the lands within the limits of the Excepted Parcel.

In addition to the foregoing covenants and agreements, said the East Ohio Gas Company retains without limitation of any kind all its rights in the Excepted Parcel under and by virtue of the aforesaid Right of Way.

IN WITNESS WHEREOF said The East Ohio Gas Company by its officers thereunto duly authorized and the owners of the above described lands have hereunto set their signatures this 11th day of October, 1963.

WITNESS:

THE EAST OHIO GAS COMPANY

Lawrence J. SullivanBy J. H. Macdon  
Vice PresidentJohn W. KuntzBy F. E. Zink  
Asst. SecretaryWilliam J. KuntzJohn W. KuntzCharles F. KuntzMorris T. KuntzHenry M. KuntzJohn B. KuntzJohn A. Wilson

201-3-2

7-31-63

K-2-3

7-31-63

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared J. H. Carson and ~~William A. Suter~~, Vice President and Secretary, respectively, of The East Ohio Gas Company who acknowledged that they did sign the foregoing instrument, and that it is the free act and deed of such Company and of themselves as such officers.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Cleveland, Ohio, this 11th day of October, 1963.

William A. Suter  
Notary Public  
William A. Suter, Notary Public  
for Cuyahoga Co., Ohio  
My commission expires Aug. 26, 1967

STATE OF OHIO )  
 ) SS  
COUNTY OF )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Mr. William A. Suter, Vice President, The East Ohio Gas Company, Inc. who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Cleveland, Ohio, this 11th day of October, 1963.

William A. Suter  
WILLIAM A. SUTER  
NOTARY PUBLIC  
My Commission Expires Aug. 26, 1967

THIS INSTRUMENT PREPARED BY  
THE EAST OHIO GAS COMPANY

RECEIVED FOR RECORD  
AT 11/17  
OCT 14 1963  
RECORDED IN CUYAHOGA  
COUNTY RECORDS  
Vol. 10964 Page 410  
MARY HALL, CLERK  
COUNTY RECORDER

117  
233176  
Jed

WARRANTY DEED 200

WARRANTY DEED

FROM  
Ellen Jane Jones and  
Alfred Eugene  
TO  
Dennis J. Johnson,  
4135 East 110th Street,  
CLEVELAND, OHIO  
RECEIVED FOR RECORD  
SEP 2 1944  
at  
407 10th St.  
Recorded  
SEP 7 1944  
in  
DEPT. OF REVENUE  
Volume  
5811 Page 296  
Dennis J. Johnson  
ENTERED FOR TRANSFER  
SEP 26 1944

VOL 5812 PAGE 297

3157-10  
For and in Consideration of One (\$1.00) Dollar, to... in hand paid, the receipt of which is hereby acknowledged, and a further consideration of...  
red of pipe laid on heresaid premises to be paid before said pipe line is laid.  
Joseph F. Schmitt (single), Juliana Schmitt (single), William W. Schmitt (single),  
Margaret M. Schmitt (single), Mathilda Schmitt (single), George Basel, Catherine Basel  
do hereby grant to The East Ohio Gas Co. <sup>Two (2)</sup>  
its successors or assigns, the right of way to lay, maintain, operate, re-locate and remove a pipe line for the transportation of gas, casinghead gasoline, petroleum and all products derived therefrom and/or similar thereto, and erect, maintain and operate a telegraph or telephone line; if the same shall be found necessary on, over and through... lands, situate in Cuyahoga Heights Township, Cuyahoga County, State of Ohio, bounded and described as follows:  
On the North by lands of C. J. Kripp  
On the East by lands of C. J. Kripp  
On the South by lands of Ohio Canal  
On the West by lands of Cuyahoga River  
with ingress and egress to and from the same. The said grantor, heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said The East Ohio Gas Co. which hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining, operating, relocating and removing said pipe line; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by The East Ohio Gas Co., its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And the said The East Ohio Gas Co. its successors or assigns, is further granted the right from time to time to lay additional lines of pipe alongside of the first line herein provided, upon the payment of the price per rod above mentioned for each additional line so laid, and subject to the same conditions, also to have the right to change the size of its pipes, the damages, if any, to crops and fences in making such change to be paid by the said The East Ohio Gas Co.

WITNESS the following signature and seals on this 1st day of AUGUST, A. D. 1944.  
Signed, stated and delivered in presence of  
1. Leona M. Wylor  
2. J. P. Finkle  
Chas. A. Meyer, Mary Meyer  
George Basel, Catherine Basel  
Joseph F. Schmitt  
William W. Schmitt  
Margaret M. Schmitt  
Mathilda Schmitt

STATE OF Ohio }  
COUNTY OF Cuyahoga } ss:  
BE IT REMEMBERED, that on this 1st day of AUGUST, A. D. 1944, before me, the subscriber, a Notary Public in and for said county, personally came the above named George Basel, Catherine Basel, Chas. A. Meyer, Mary Meyer, Joseph F. Schmitt, William W. Schmitt, Margaret M. Schmitt, Mathilda Schmitt, and I know to be the persons named in and who executed the above instrument, and in due form of law acknowledged the same to be their act and deed, for the uses and purposes therein mentioned, and declared that they still satisfied therewith and desire that it might be recorded as such.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of August, A. D. 1944.  
LEONA M. WYLOR, Notary Public  
My commission expires Jan. 20, 1947

3087859  
11814

RIGHT OF WAY

FROM  
George H. Hall, Catherine Hall, Charles Meyer  
Mary Meyer, Joseph P. Schmitz, William Schmitz,  
Margaret M. Schmitz, John J. Schmitz  
TO  
THE EAST OHIO GAS CO.

THE EAST OHIO GAS CO.

Wm. George P. Schmitz (Seal)  
L. Schmitz (Seal)

70

RECEIVED FOR RECORD  
AT SEP 26 1944  
DULLES, D. C. LIBRARY, REGULAR  
COUNTY RECORDS

RECORDED... 803 27 1944

IN CUYAHOGA COUNTY RECORDS

VOL. 5812 PAGE 298

STEWART M. ...

COUNTY RECORDS

3037860

IN CONSIDERATION of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Alex and Anna Fodor, his wife

grant ... to THE EAST OHIO GAS COMPANY, its successors and assigns, the right to lay pipe lines across the following described land:

Situated in the City of Cleveland County of Cuyahoga, State of Ohio.

and more specifically described as follows:

Being a strip of land 20 feet wide, parallel and adjacent to the Westerly line of Broadview Rd. (at 50 feet wide) and extending Southerly a distance of 217.93 feet from a point, said point being located 120.02 feet South from the Southerly line of Ralph Ave. (50 feet wide) and 30 feet West (measured at right angle) from the center line of Broadview Rd.

Said parcel of land being 20 feet in width, and 217.93 feet in length, located in City of Cleveland and being part of Original Brooklyn Township Lot #78, as shown on, but is not part of the Frederick Kohlmeier's Ferndale Allotment, recorded in Vol. 91, Page 8 of Cuyahoga County Map Records.

also the right to lay service pipes to consumers from said pipe lines, together with the right to operate, maintain, repair, re-locate and remove the same at any time.

IN WITNESS WHEREOF, the said Alex and Anna Fodor have hereunto set our hand and seal this 2<sup>nd</sup> day of August A. D. 1944

WITNESSES:

(1) E. Davis

Alex Fodor (Seal)

(2) Walter Schley

Anna Fodor (Seal)

(Seal)

(Seal)

STATE OF OHIO }  
COUNTY OF CUYAHOGA } SS

On this 2<sup>nd</sup> day of August  
A. D. 1944, before me, the subscriber, a Notary

Public in and for said County and State, personally appeared Alex Fodor  
and Anna Fodor  
and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

E. Davis  
Notary Public

43  
20

PARTIAL RELEASE OF RIGHT OF WAY

Cleveland 1715

KNOW ALL MEN BY THESE PRESENTS that The East Ohio Gas Company, an Ohio corporation of Cleveland, Ohio, for the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby surrender, release and forever discharge from the operation of that certain Right of Way executed and delivered to it by Joseph F. Schaidt, et al, on August 1, 1944, and recorded in Volume 5812, Page 297, of the Cuyahoga County, Ohio, Records, the following described portion of the premises covered by said Right of Way, to wit:

Situated in the Village of Cuyahoga Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Independence Township Lot No. 6, Tract No. 1, east of the Cuyahoga River, bounded and described as follows: Beginning in the center line of East 49 Street, 50 feet wide, at the interior corner of Parcel No. 2 conveyed to Conrad Jacob Krapf by deed dated January 5, 1907, and recorded in Volume 1075, Page 505 of Cuyahoga County Records; thence southerly along the center line of East 49 Street and its southerly prolongation to the center line of the Ohio Canal; thence westerly and north-westerly along said center line to an interior corner of the second parcel conveyed to Conrad Jacob Krapf as aforesaid; thence easterly along a southerly line of said parcel so conveyed about 1467.35 feet to the place of beginning; excepting, however, from the above described premises a parcel of land conveyed to The East Ohio Gas Company, by deed dated August 1, 1944 and recorded in Volume 5812, Page 424 of Cuyahoga County Records, and that part which falls within the bounds of the Ohio Canal lands, as surveyed by G. S. Silliman, be the same more or less, but subject to all legal highways.

EXCEPTING therefrom and from the operation of this release the following described premises:

Situated in the Village of Cuyahoga Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Independence Township Lot No. 6, Tract No. 1, east of the Cuyahoga River, bounded and described as follows: Being a strip of land 100 feet in width lying west of, parallel and contiguous with the center line of East 49 Street and beginning at the center line intersection of East 49 Street with the center line of the Ohio Canal; thence continuing northerly along the center line of East 49 Street a distance of 270 feet.

As further consideration for this release the undersigned, The Reliance Electric and Engineering Company, being the owner of the above described lands released from the aforesaid Right of Way, including the lands excepted therefrom, for itself, its successors and assigns, covenants and agrees to and with said The East Ohio Gas Company that no buildings or structures of any kind and no macadam, concrete or other impermeable



surfacing shall be placed or erected on, over or within the limits of the strip of land excepted from this release, and that there shall be no filling upon or removal of the lands within the limits of said strip of land, and that there shall be no impounding of water within the limits of said strip of land, provided, however, that The Reliance Electric and Engineering Company, its successors and assigns, may construct on and across said strip of land, a roadway not more than 24 feet wide with an apron for purposes of ingress to and egress from the property presently owned by The Reliance Electric and Engineering Company lying to the west of East 49 Street, to and from East 49 Street, said roadway to be located within 130 feet north of the center line of the Ohio Canal measured parallel to the westerly side of East 49 Street, and said roadway may be constructed of fill, slag, stone, macadam and/or concrete but not to a depth of more than five feet above the now existing grade which said grade shall not be lowered and the foundation of said roadway shall be separated from the top of the underlying pipe line by at least 20 inches of earth; provided further, that The Reliance Electric and Engineering Company, its successors and assigns, shall bear the entire expense of repairing said roadway in the event the same shall be damaged or removed for the purpose of maintaining, repairing or replacing the pipe line of the East Ohio Gas Company, provided that in the event of any replacement of said pipe line, any method for replacement which is acceptable to East Ohio Gas Company and which would avoid damaging or removing said roadway may at the request of The Reliance Electric and Engineering Company, its successors and assigns, be used, and The Reliance Electric and Engineering Company, its successors and assigns, shall pay the cost of such replacement in excess of the cost of the normal method of replacement.

The East Ohio Gas Company retains all its rights under and by virtue of the aforesaid Right of Way in said portion of the above described lands specifically excepted from this release and in all other lands described in and covered by said Right of Way not included in the above described lands, and this release is not intended, and shall not be construed as intended in any way to waive, limit or affect any of the rights of The East Ohio Gas Company under and by virtue of said Right of Way as to the lands described in and covered thereby not herein specifically released therefrom.

IN WITNESS WHEREOF said The East Ohio Gas Company and The Reliance Electric and Engineering Company by their respective officers thereunto duly authorized have, hereunto set their signatures this 2nd day of March, 1960.

WITNESS:

James L. Lee  
Lawrence H. Patton

John E. Evans  
Bartholomew Patton

THE EAST OHIO GAS COMPANY

By R. N. Jones  
Vice President  
By G. E. L. L. L. L.  
Asst. Secretary

THE RELIANCE ELECTRIC AND ENGINEERING COMPANY

By Harold J. H. H. H.  
President  
And James H. H. H.  
Secretary

STATE OF OHIO

COUNTY OF CUYAHOGA

SS:

9309

BEFORE ME a Notary Public in and for said County and State, personally appeared A. H. Forbes and F. E. Binkley, Vice President and Asst. Secretary, respectively, of The East Ohio Gas Company, who acknowledged that they did sign the foregoing instrument and that it is the free act and deed of such Company and of themselves as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 2nd day of March, 1935.

Stanley C. ...  
Notary Public

My commission expires: ...

STATE OF OHIO

COUNTY OF CUYAHOGA

SS:

BEFORE ME, a Notary Public in and for said County, personally appeared Edward E. ... and ..., respectively, President and Secretary of The Ballance Electric and Engineering Company, who acknowledged that they did sign the foregoing instrument and that it is the free act and deed of such Company and of themselves as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 2nd day of March, 1935.

Marjorie I. ...  
Notary Public

My commission expires: ...

This instrument prepared by The East Ohio Gas Co., Inc.

MAINTENANCE OF RECORDS

389376

THE EAST OHIO GAS COMPANY

CO

THE BALLANCE ELECTRIC AND ENGINEERING COMPANY

Dated: March 2, 1935.

RECEIVED FOR RECORD

AT

MAR 11 1935

RECORDED IN CUYAHOGA COUNTY RECORDS  
Vol. 9411, Page 624  
Filed & Pay  
County Recorder



TRANSFER NOT REQUIRED

AUG 27 2009

*Frank Russaw*  
CUYAHOGA COUNTY AUDITOR

CUYAHOGA COUNTY RECORDER

ALLIAN J GREENE

DEEA 8/27/2008 2:55:34 PM

200908270467

R/W #

Line List # 3

Ohio  
GAS PIPELINE EASEMENT GRANT

FOR THE CONSIDERATION of \$1.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged, I/we, **Northeast Ohio Regional Sewer District d/b/a Cleveland Regional Sewer District** whose tax mailing address is 3900 Euclid Avenue, Cleveland, Ohio 44115 the landowner(s) of the SUBJECT PROPERTY, herein called "Grantor", hereby grants, conveys and warrants unto **The East Ohio Gas Company, d/b/a Dominion East Ohio**, an Ohio Corporation located at 1201 East 55th Street, Cleveland, Ohio, 44103, herein called "Grantee", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of (not to exceed 40"), abandon and remove two underground pipelines, including valves, cathodic protection equipment and other appurtenances necessary thereto, for the distribution of natural gas and other gaseous products over, across, through, and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

**SUBJECT PROPERTY**

SITUATED in the Village of Brooklyn Heights, Cuyahoga County, Ohio, being a tract of 14.6 acres conveyed to Grantor by Warranty Deed from Julius Paris and Sidney W. Caplan under the date of January 2, 1975 and recorded in the office of the clerk of the Cuyahoga County Recorder in Deed Book 13698 at Page 633, Tax Map Reference 531-12 Permanent Parcel Number 531-12-005, Located at Valley Belt Road Rear, and known as being part of Original Independence Township Lot No. 3, Tract 1, West of the Cuyahoga River.

Bounded substantially by lands now or formerly owned as follows:

North by CDF, Inc; CEI; Northeast Ohio Regional Sewer District

East by Northeast Ohio Regional Sewer District

South by Northeast Ohio Regional Sewer District; CSX Railway

West by Amger Corp; CDF Inc.

The pipelines laid pursuant to this agreement are to be located within the limits of an easement of a width deemed necessary by the Grantee, but in no event to exceed sixty (60) feet. Said Easement being a 60 feet wide parcel extending from the southern boundary of Tax Map 531-12, Parcel 531-12-005; thence running in a northerly direction as shown in EXHIBIT "A" attached hereto and made a part hereof.

The Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this GAS PIPELINE EASEMENT GRANT, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline or appurtenances constructed hereunder.

The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements *[such as but not limited to drain tile, fences, driveways, walks, buildings]* in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Grantee's easement area.

This GAS PIPELINE EASEMENT GRANT is perpetual and shall extend to and be binding upon the Grantor and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and can not be changed in any way except in writing signed by the Grantor and Grantee.

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this GAS PIPELINE EASEMENT GRANT, by executing this document in Cleveland, Ohio on the 6<sup>th</sup> day of August, 2009.

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
f/k/a CLEVELAND REGIONAL SEWER DISTRICT

Sign [Signature]  
Print Julius Ciaccia  
Title: Executive Director

CORPORATE ACKNOWLEDGMENT

STATE OF Ohio )  
COUNTY OF Cuyahoga )ss

I, Julie A. Blair, a Notary Public in and for said County, do certify that Julius Ciaccia, Executive Director of the ~~Notary~~ Ohio Regional Sewer District who signed the writing above, bearing date the 6<sup>th</sup> day of August, 2009, for the Northeast Ohio Regional Sewer District f/k/a Cleveland Regional Sewer District, a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 6<sup>th</sup> day of August, 2009.



JULIE A. BLAIR  
ATTORNEY AT LAW  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Has No Expiration

[Signature]  
Notary Public

The legal form and correctness of the within instrument are hereby approved.

MARLENE SUNDREIMER, Director of Law

By: [Signature]  
Julie A. Blair, Assistant Director of Law

Date: 8/6/09

Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE at 1-800-362-2764 at least 48 hours before digging or excavating. OUC - 3781.28 A&B

This Instrument Was Prepared By:  
Dominion East Ohio, Revised May, 2003

OH DTP Std. #8

# EXHIBIT "A"

TO AN EASEMENT DATED  
FROM

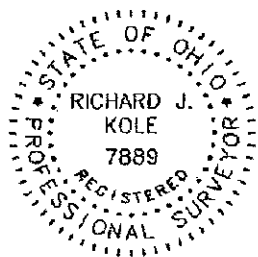
NEORS D f.k.a. CLEVELAND  
REGIONAL  
SEWER DISTRICT

TO  
DOMINION EAST OHIO

Prepared by:  
R.M. KOLE & ASSOC. CORP.

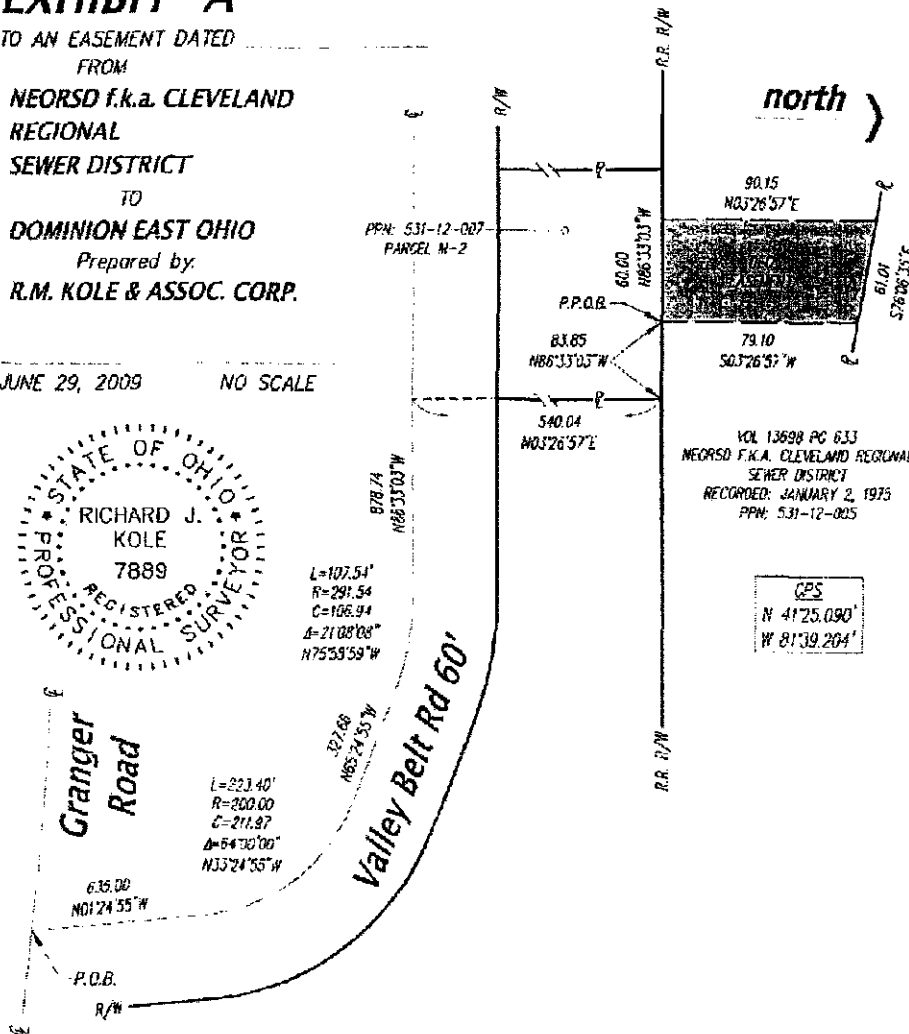
JUNE 29, 2009

NO SCALE



L=107.54'  
R=291.54  
C=106.94  
Δ=21°08'08"  
N75°58'59"W

L=223.40'  
R=200.00  
C=211.87  
Δ=64°00'00"  
N33°24'55"W



VOL 13698 PG 633  
NEORS D F.K.A. CLEVELAND REGIONAL  
SEWER DISTRICT  
RECORDED: JANUARY 2, 1975  
PPN: 531-12-005

GPS  
N 41°25.090'  
W 81°39.204'

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio and known as being a part of Original Independent Township Lot No 3, Tract 1, West of the Cuyahoga River;

Beginning at the intersection of the centerlines of Granger Road, width varies, and Valley Belt Road, 50.00 feet wide; thence North 01° 24' 55" West along said centerline of Valley Belt Road, 635.00 feet to a point of curvature; thence northwesterly by a curve to the left, an arc distance of 223.40 feet, said arc having a radius of 200.00 feet, a central angle of 64° 00' 00", and a chord which bears North 33° 24' 55" West, 211.87 feet; thence North 65° 24' 55" West along said centerline of Valley Belt Road, 327.56 feet to a point of curvature; thence northwesterly by a curve to the left, an arc distance of 107.54 feet, said arc having a radius of 291.54 feet, a central angle of 21° 08' 08", and a chord which bears North 75° 58' 59" West, 106.94 feet; thence North 86° 33' 03" West along said centerline of Valley Belt Road, 978.74 feet; thence North 03° 26' 57" East, 540.04 feet to a point on the northerly line of CSX Railroad; thence North 86° 33' 03" West along said northerly line of CSX Railroad, 83.85 feet to the Principal Place of Beginning of the easement herein intended to be described;

thence continuing North 86° 33' 03" West along said northerly line of CSX Railroad, 60.00 feet;

thence North 03° 26' 57" East and perpendicular to said northerly line of CSX Railroad, 90.15 feet to a point in the northerly line of land conveyed to NEORS D f.k.a. Cleveland Regional Sewer District in deed dated January 2, 1975 and recorded in Volume 13698 Page 633 of Cuyahoga County Deed Records;

thence South 76° 06' 35" East along said northerly line of land so conveyed, 61.01 feet;

thence South 03° 26' 57" West, 79.10 feet to a point in said northerly line of CSX Railroad at the Principal Place of Beginning and containing 5,077.46 square feet (0.1165 acres) of land as described on June 29, 2009 by R.M. Kole & Assoc. Corp., Professional Land Surveyors.

File No. 08429A

R.M. KOLE & ASSOC. CORP. - 5316 RIDGE ROAD - PARMA, OHIO 44129 - 440.885.7137 - www.kolesurvey.com

CUYAHOGA COUNTY RECORDER  
LILLIAN J. GREENE - 3  
DEEA 7/16/2009 11:51:37 AM  
**200907150165**

WMIS # 1E07146271 Line # 1811 Reference # 09-0010  
CUYAHOGA COUNTY RECORDER  
LILLIAN J. GREENE - 3  
DEEA 1/14/2010 2:23:58 PM  
**201001140415**

**TRANSFER NOT REQUIRED**

JUL 15 2009

R/W #

Line List # 5

*Frank Russo*  
CUYAHOGA COUNTY RECORDER

Ohio  
**GAS PIPELINE EASEMENT GRANT**

FOR THE CONSIDERATION of \$1.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged, I/we, CDF, Inc. an Ohio Corporation, whose tax mailing address is P.O. Box 31179, Cleveland, Ohio 44131 the landowner(s) of the SUBJECT PROPERTY, herein called "Grantor", hereby grants, conveys and warrants unto The East Ohio Gas Company, d/b/a Dominion East Ohio, an Ohio Corporation located at 1201 East 55th Street, Cleveland, Ohio, 44103, herein called "Grantee", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of (not to exceed 40"), abandon and remove underground pipelines, including valves, cathodic protection equipment and other appurtenances necessary thereto, for the distribution of natural gas and other gaseous products over, across, through, and under the lands described in this agreement, together with the right, to excavate and refill ditches and trenches for the maintenance of such pipelines, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY. Said underground pipelines shall be installed, no less than twenty (20) feet below the surface of the SUBJECT PROPERTY utilizing underground and/or directional boring technology for the installation of said pipelines. Notwithstanding anything to the contrary, neither the pipeline nor any supportive equipment shall be located above ground on the SUBJECT PROPERTY.

THIS EASEMENT WAS REVISED TO SHOW ACCURATE TO THE LEGAL DESCRIPTION OF EXHIBIT A  
**SUBJECT PROPERTY**

SITUATED in the Village of Cuyahoga Heights, Cuyahoga County, Ohio, being a tract of 7 acres conveyed to Grantor by Warranty Deed from John T. Kurtz under the date of September 17, 1990 and recorded in the office of the clerk of the Cuyahoga County Recorder in Deed Book 90-5636 at Page 1, Tax Map Reference 522-16 Permanent Parcel Number 522-16-002, Located at Canal Road, and known as being a part of Original One hundred Acre Lot No. 298 and part of Original Independence Township No. 6, Tract No. 1, East of Cuyahoga River, and being all that part of land conveyed to Conrad Jacob Krapf by deed dated January 5, 1907, and recorded in Volume 1075, Page 505 of the Cuyahoga County Records, Which lies between the center line of the Ohio Canal and the Easterly line of the Cuyahoga River, excepting there from all that part which falls within the bounds of the Ohio Canal lands.

Bounded substantially by lands now or formerly owned as follows:

North by Ohio Canal  
East by Northeast Ohio Sewer District; Cuyahoga River  
South by CEL; Cuyahoga River (Northeast Ohio Sewer District; Amser Corp)  
West by Cuyahoga River (Amser Corp); CDF Inc.

The pipeline laid pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee, but in no event to exceed forty (40) feet. Said Easement being as described in EXHIBIT "A", attached hereto and made a part hereof.

The Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this **GAS PIPELINE EASEMENT GRANT**, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline or appurtenances constructed hereunder.

The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements (such as but not limited to drain tile, fences, driveways, walks, buildings) in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Grantee's easement area.

This **GAS PIPELINE EASEMENT GRANT** is perpetual and shall extend to and be binding upon the Grantor and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and can not be changed in any way except in writing signed by the Grantor and Grantee.

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this **GAS PIPELINE EASEMENT GRANT**, by executing this document in Independence, Ohio, on the 6<sup>th</sup> day of July, 2009.

CDF, INC., an Ohio Corporation

Sign

Print

Title

LISA KURTZ LUCIANO

Officer

TRANSFER NOT REQUIRED  
JAN 14 2010  
Frank E. Russo  
CUYAHOGA COUNTY AUDITOR

**CORPORATE ACKNOWLEDGMENT**

STATE OF Ohio )  
COUNTY OF Cuyahoga ) SS

I, Thomas Boutall, a Notary Public in and for said County, do certify that Lisa Kurtz Luciano, who signed the writing above, bearing date the 6<sup>th</sup> day of July, 2009, for CDF, Inc., a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 6<sup>th</sup> day of July, 2009.  
THOMAS B. BOUTALL, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 R.C.

My Commission expires: \_\_\_\_\_

Notary Public

This easement has been revised to show a correction to the legal description on EXHIBIT "A".

Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE at 1-800-362-2764 at least 48 hours before digging or excavating. ORC - 3781.28 A&B

This Instrument Was Prepared By:  
Dominion East Ohio, Revised May, 2003

OH DHP Std. #8





## CANAL LAND LEASE

This is a Lease of Ohio and Erie Canal land between the State of Ohio, through the Department of Natural Resources, (hereinafter referred to as "State"), whose address is 2045 Morse Road C-4, Columbus, Ohio 43229 and East Ohio Gas Company d/b/a Dominion East Ohio, 1201 East 55th Street, Cleveland, Ohio 44103, (hereinafter referred to as "Lessee"), pursuant to the provisions of Sections 1501.01 and 1520.02 of the Ohio Revised Code.

**WHEREAS**, Lessee applied to State for a lease of certain Ohio and Erie Canal Lands for gas pipeline purposes, and,

**WHEREAS**, the Director of Natural Resources (hereinafter referred to as "Director") has found that the canal land described below is the property of the State of Ohio, and that the Lease of this land for the purposes stated herein is advantageous to the State of Ohio; the leased land (hereinafter referred to as "the Property") being described as follows:

### **DESCRIPTION:**

Being a parcel out of those lands acquired for use as the Ohio and Erie Canal under the Ohio General Assembly Act of February 4, 1825 (O.L. 23: Section 8 with subsequent amendments) situated in the State of Ohio, County of Cuyahoga, City of Cuyahoga Heights, and being located between Canal Station 284 and Canal Station 285.

Further reference is made to Canal Plat No. 5 being a plat of a part of the Silliman's Survey on file in the Division of Engineering, Real Estate and Land Management Section, of the Ohio Department of Natural Resources.

For further reference see attached Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, State hereby grants this Lease to Lessee for gas pipeline purposes, under the following terms and conditions:

**1. TERM:**

This Lease shall be for a period of 15 years, commencing February 1, 2010 and ending January 31, 2025.

**2. CONSIDERATION:**

Lessee shall pay to State, during the term of this Lease, an annual rent of Five Hundred Dollars and 00/100 (\$500.00). The first annual payment shall be due upon execution of this document. All subsequent annual rental payments shall be due on the first day of July in each and every year thereafter. The State reserves the right to review said payment rate at five (5) year intervals, and the right to unilaterally increase said payment upon a review of the market value of the property. The State will make a reasonable effort to notify Lessee in writing of any rental payment adjustment, not less than ninety (90) days prior to the end of each five year period of said Lease. All rental payments are to be made payable to the "TREASURER STATE OF OHIO" and delivered to the Ohio Department of Natural Resources, Division of Real Estate and Land Management, 2045 Morse Road, Building C-4, Columbus, Ohio 43229, or as otherwise directed by the Department of Natural Resources. If payment is not received by the due date, whether or not a demand for payment is made, State may, at its option, cancel this Lease. Obligations of State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

**3. USE:**

Lessee shall use and occupy the property for gas pipeline purposes. Any change in use shall require the prior written approval of the Director. Upon prior written approval of the Director, Lessee may construct and maintain structures and improvements Lessee considers appropriate to carry out the purposes set forth herein. Any future improvements to existing facilities or the construction of new facilities shall require prior written approval of the Director. All structures and improvements placed on the Property by Lessee shall be at Lessee's expense.

This Lease shall be subject to any and all local, state or federal laws or regulations. The issuance of this Lease does not release Lessee from obtaining any and all other permits or documents from any local, state or federal agency as required for the use of the Property. Lessee's failure to obtain any required permits or documents shall be a violation of this Lease and cause this Lease to be subject to cancellation under the default provisions herein.

This Lease is made subject to all prior leases, licenses, or grants on any portion of the Property, and

to the renewal thereof. State also reserves the right to grant utility easements, licenses, or leases across, under, on or in the Property.

**4. MINERAL RIGHTS:**

State hereby reserves all oil, gas, coal or other minerals on or under the Property with the right of entry upon the Property for the purpose of prospecting, developing and/or extracting said minerals.

**5. MAINTENANCE/REPAIRS:**

Lessee shall maintain and manage the Property in a responsible manner, keeping it clean, sanitary and free from any debris. Lessee shall not deposit any debris on the Property or on adjacent state lands or do anything that would interfere with the maintenance of any part of adjacent state lands, provided that Lessee shall have the right to temporarily place excavated soil on the property, from time to time, as maybe necessary or convenient in connection with maintaining, repairing, altering or replacing its gas pipeline. Lessee shall at all times exercise due diligence in the protection of the Property against damage or destruction by fire and any other causes, including to the extent possible and reasonable, acts of God. Any portion of the Property damaged or destroyed or allowed to be damaged or destroyed by Lessee, incident to Lessee's use and occupation of the Property, shall be promptly repaired or replaced by Lessee to the satisfaction of State. In lieu of such repair or replacement, Lessee shall, as may be so required by State, pay money to State in an amount sufficient to compensate for the loss sustained by State by reason of the damage to or destruction of the Property.

**6. ACCESS:**

State shall have access to the Property at all reasonable times and in a manner which does not interfere with Lessee's use of the Property, to make such changes and improvements as the Director may deem necessary, to determine Lessee's compliance with the terms of this Lease, and for any other purposes.

**7. ASSIGNMENT/MORTGAGE/SUBLETTING:**

Lessee shall not assign or mortgage this Lease or sublet the Property or any part thereof without the prior written approval of the Director.

**8. CANCELLATION:**

This Lease may be cancelled by State if the Property, or any part thereof, is needed for any public or quasi-public use or purpose. State shall give Lessee at least sixty (60) days notice prior to such cancellation. On or before the date of cancellation specified in the notice to Lessee, Lessee shall surrender possession of the Property to State in compliance with the provisions of Section 10 of this Lease. Lessee shall have no claim against State for the value of any unexpired term of this Lease, or for any costs related to the removal or restoration requirements referred to in Section 10 of this Lease.

**9. DEFAULT:**

If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if the breach or default is not remedied within thirty (30) days after written notification to Lessee by the Director, State may cancel this Lease. State shall give Lessee written notice of cancellation and Lessee shall surrender possession of the Property to State in compliance with the provisions of Section 10 of this Lease.

**10. RESTORATION/REMOVAL:**

Upon expiration or cancellation of this Lease pursuant to Sections 2, 8, or 9 hereof, Lessee shall remove all personal property, under ground fuel storage tanks, all piping and pumps, all structures and fixtures on the Property and restore the Property to a condition satisfactory to the Director. If such removal and restoration are not completed within ninety (90) days of the date of expiration or cancellation under the applicable provisions of this Lease, State may have the property restored at Lessee's expense.

**11. HOLDOVER:**

If Lessee remains in possession of the Property or any part thereof after the expiration of this Lease, Lessee will hold as tenant from month-to-month only, at a monthly rental payment calculated from the annual rental amount in effect at the end of this Lease. In all other respects, the month-to-month tenancy shall be subject to all the provisions, terms, and conditions of this Lease. Notwithstanding any other provision of this Lease, such month-to-month tenancy may be terminated by State at the end of any month by giving written notice to Lessee at least thirty (30) days prior to termination.

**12. LIABILITY:**

Lessee shall indemnify and save harmless the State from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury, death, property damage or environmental damage ensuing from Lessee's occupation or use of any portion of the Property, or arising from any act, omission or neglect by Lessee or any of its employees, agents or invitees.

**13. TAXES:**

Lessee shall be responsible for any and all federal, state and/or local taxes, assessments, and/or liens against the Property herein leased.

**14. QUIET ENJOYMENT:**

State covenants that so long as Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the Property, during the term of the Lease, without any hindrance by State or any person or persons unlawfully claiming under the State. State is not obligated to warrant and defend against any claim asserted by any other person or entity. A taking by eminent domain shall

not be deemed to be a breach of this covenant.

**15. DISCRIMINATION PROHIBITED:**

Lessee shall not discriminate against any person or entity on the basis of age, race, color, religion, sex, ancestry, military status, handicap, disability, or national origin.

**16. REPRESENTATIVES/AGENTS:**

Where this Lease refers to either State, the Director, or Lessee, those terms shall include the agents, employees or authorized representatives of each party.

**17. WARRANTY OF TITLE:**

State makes no warranty whatsoever as to title to the Property. Lessee and the signatories to the Lease on behalf of Lessee acknowledge that they have no right, title, interest, or estate of any kind whatsoever in the Property other than that which is conveyed herein.

**18. ETHICS:**

In accordance with Executive Order 2007-01S, Lessee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Lessee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Lease and may result in the loss of other leases, contracts or grants with State of Ohio.

**19. DECLARATION OF MATERIAL ASSISTANCE:**

If required to do so pursuant to Section 2909.33 of the Ohio Revised Code, Lessee hereby represents and warrants that Lessee: (1) has not provided material assistance to an organization listed on the Terrorist Exclusion List of the State Department of the United States; (2) has obtained a current copy of the Terrorist Exclusion List; and, (3) truthfully has answered "No" to every question on the Ohio Department of Public Safety's form "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization." If this representation is deemed false, this Agreement is void *ab initio* and Lessee immediately shall repay to the State any and all funds paid under this Agreement. Information and forms concerning the Declaration may be found at: [http://www.homelandsecurity.ohio.gov/dma/dma\\_general\\_info.asp](http://www.homelandsecurity.ohio.gov/dma/dma_general_info.asp)

**20. CAMPAIGN CONTRIBUTIONS:**

The Lessee affirms that, as applicable to it, no party listed in Division (I) or (J) of R. C. Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25<sup>TH</sup> day of  
February, 2010.

Witnesses to LESSEE:

Sherry Jones

Carmen Gabriel

Date: 2-25-010

LESSEE:

Dominion East Ohio Gas

By: [Signature]

LESSOR  
STATE OF OHIO

By: Richard G. Milleson AS (for)  
SEAN D. LOGAN, Director  
Department of Natural Resources

STATE OF OHIO  
Franklin County, ss: -

Before me, a notary public in and for State of Ohio, County of Franklin, personally appeared the above-named Richard G. Milleson, Asst. Director, Department of Natural Resources, on behalf of the State of Ohio, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Columbus, Ohio  
this 15<sup>th</sup> day of April 2010

Allene D. McCoy  
Notary Public Signature

Allene D. McCoy  
Name (Print)




ALLENE D. MCCOY  
Notary Public, State of Ohio  
My Commission Expires 09-14-2011

My Commission Expires: 9-14-2011



APPROVED:

  
\_\_\_\_\_  
JOHN HUNTER, Acting Chief  
Division of Parks and Recreation

DATE: 3/9/10

APPROVED:

  
\_\_\_\_\_  
RICHARD CORDRAY  
Attorney General of Ohio

DATE: 3.30.2010

APPROVED:

  
\_\_\_\_\_  
TED STRICKLAND, Governor  
STATE OF OHIO

DATE: 05-03-10

This instrument was prepared by Rachel Stelzer, Assistant Attorney General  
(Rev. 6/16/93) (Exempt 9/92)

## GENERAL NOTES

- All restoration must be completed immediately after gas main installation.
- Contractor is responsible for all temporary restoration until final restoration is complete.
- City of Independence and Village of Cuyahoga Heights to be contacted 2 working days before start of construction. See contacts for phone numbers
- Contractor must call OUPS at least two (2) working days before starting work.
- Supporting of existing utility poles during construction is the responsibility of the contractor, including making the arrangements with the 3rd party to coordinate the work.
- All anodes installed to be cad-weled to the bare steel at welded after sandblasting has been completed and before epoxy coat.
- FBE and POWERCRETE to be sandblasted per standards from manufacturer.
- FBE and POWERCRETE pipe to be coated with epoxy coat per standards from manufacturer.
- Epoxy coat to air dry per manufacturer standards.
- All pipe joints to jeepe before installed.
- All welds to be 100% X-RAYED, The x-ray will be provided by DEO.
- All FBE and POWERCRETE pipe and elbows will be provided by DEO for this project.
- All pipe to be stored on wood skids at pipe yard and project site.
- Contractor to secure all staging (areas).
- Hydro testing of Powercrete and FBE pipe to be done as follows, air to 94 PSI stabilizing, air to 188 PSI stabilizing, air to 256 stabilizing and air to 324 PSI stabilizing then test for 1 hour at 324 PSI.

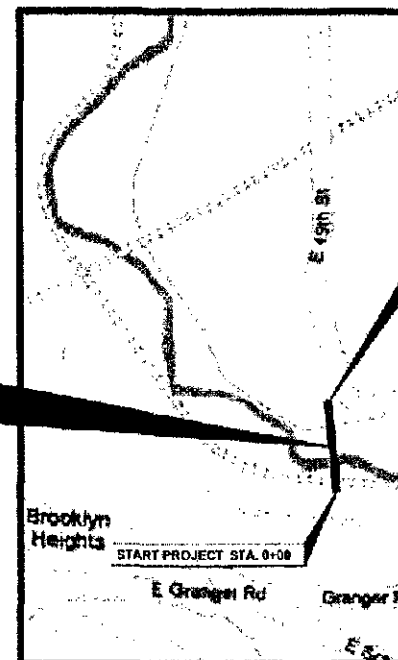
### MAINTENANCE OF TRAFFIC

MOT to be provided by the DEO.



**Dom**

**WILLOW STA**  
**CITY OF BROOK**  
**VILLAGE OF CUY**  
**P72605 (WILLOW STA**  
**WR#7176086 AND MAI**  
**REPLACEMENT C**  
**WITH 24" HP FBE AN**  
**A DEO PIRC**



**PROJECT LOCATION**

**LOCATION**

**APPROVED**

*Paul E. Day*

VILLAGE ENGINEER  
 VILLAGE OF CUYAHOGA HEIGHTS, OHIO

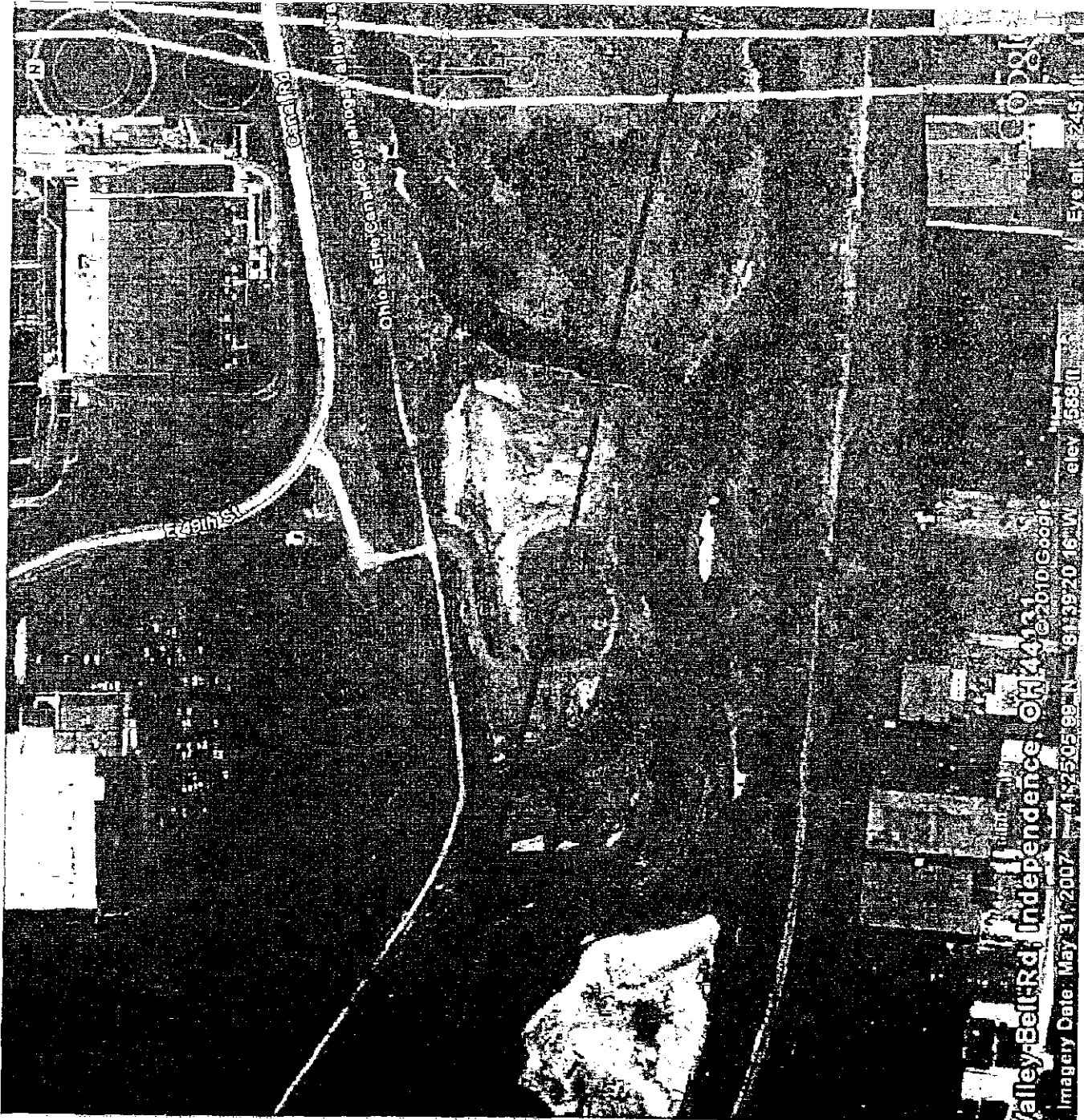
DATE: *July 4, 2010*

**INDEX C**

TITLE SH  
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 PLAN DE

**PHASE 1 CO**

**DEO I**



REIS File No. 4-040-011

Juniper-Harding 345kV

Harding-Pleasant Valley 138kV (Q-14)

Harding-Pleasant Valley 138kV (Q-12)

Valley Bell Rd, Independence, OH 44131

Imagery Date: May 31, 2007 41:25:05.99 N 81:39:20.16 W Elev 588 ft