

Part 2 of 4

**CASE No. 12-1146-GA-BLN  
LETTER OF NOTIFICATION  
PIR-609 HIGH PRESSURE  
DISTRIBUTION PIPELINE**

ATTACHMENT E  
RAILROAD PERMIT

# WHEELING & LAKE ERIE RAILWAY COMPANY

Sherri Durant  
Administrative Assistant

Phone: 330-767-7214

Email: [sdurant@wlerwy.com](mailto:sdurant@wlerwy.com)

100 E. First Street  
Brewster, Ohio 44613

Fax: 330-767-7300

March 20, 2012

Mr. Brian Morley  
Senior Land Agent  
The East Ohio Gas Company  
dba Dominion East Ohio  
320 Springside Drive, Suite 320  
Akron, OH 44333

RE: License Agreement No. 062756 – for a 12' steel gas line at mile post Q56.1 on  
the Cleveland Sub-division – Township of Perry, County of Stark, State of Ohio

Dear Mr. Morley:

Enclosed please find a fully executed Agreement No. 062756. I have made the  
change that you requested on page 1.

Please be sure to call Heidi Kaiser for a flagman when you begin this project. If you  
should have any questions, please do not hesitate to contact this office.

Respectfully yours,

  
Sherri Durant

Enclosure

ORIGINAL

LICENSE AGREEMENT FOR WIRE, PIPE AND  
CABLE TRANSVERSE CROSSING AND  
LONGITUDINAL OCCUPATIONS

No. 062756  
Between the

WHEELING & LAKE ERIE RAILWAY  
COMPANY

AND

THE EAST OHIO GAS CO.  
dba  
DOMINION EAST OHIO

Located in the  
Perry Twp.  
County of Stark  
State of Ohio

V-2/53  
Cleveland Sub-Division  
Mile Post Q65.71





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**LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE  
TRANSVERSE CROSSING AND LONGITUDINAL OCCUPATIONS  
No. 062756**

THIS LICENSE AGREEMENT, made this 5<sup>th</sup> day of March, 2012 between the **WHEELING & LAKE ERIE RAILWAY COMPANY**, a Delaware corporation, (hereinafter called "RAILROAD") and **THE EAST OHIO GAS CO. dba DOMINION EAST OHIO**, (hereinafter called "LICENSEE").

**I. PREMISES**

RAILROAD (which when used herein shall include any Lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the LICENSEE, to be kept and performed, hereby permits, as a temporary license, the LICENSEE to construct, maintain, repair, alter, renew, relocate and ultimately remove:

*One twelve (12') inch steel gas line encased in a one 16 inch steel casing with a maximum working pressure of 160 PSI under the Railroad's right of way and tracks 6 feet below the base of the rail at Mile Post Q65.71, Valuation Station 3469+323 of the Cleveland Sub-Division as shown in red with the Railroad's property (right of way) lines shown in yellow on the plan attached hereto V-2/53 dated March 2, 2012 attached hereto and made a part hereto located in the Township of Perry, County of Stark, State of Ohio and*

in accordance with the construction plans submitted by on behalf of LICENSEE and approved by the Vice President of Engineering of RAILROAD, incorporated herein by reference; also in accordance with current issues of RAILROAD Rental Schedule and Specifications for Utility Occupations and shown on plans attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the LICENSEE.

**II. TERMS AND CONDITIONS**

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

**1. RENT/CONSIDERATION.**

The LICENSEE shall pay to the RAILROAD upon the execution hereof, the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars per year as minimum ANNUAL RENTAL, which said sum shall be payable in advance every March 1<sup>st</sup>, or a one-time payment of Forth Eight Thousand and No/100 (\$48,000.00) Dollars for the life span of the crossing, as reimbursement for the rights granted in this Agreement. RAILROAD reserves the right to make adjustments in the rental charges if LICENSEE chooses to pay the annual amount. LICENSEE will pay to Railroad upon execution hereof, the sum of Six Hundred and No/100 (\$600.00) Dollars as reimbursement for the cost of flag protection for a minimum of eight (8) hour day, in accordance Addendum 1 attached.

**2. CONSTRUCTION.**

2.1 The FACILITIES shall be located, constructed and maintained in accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Vice President of Engineering of RAILROAD, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the jurisdiction in the

premises, has by lawful ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

2.2 The work of constructing, maintaining, repairing, altering, renewing, or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Vice President of Engineering of RAILROAD, or his designee, and will not interfere with the proper and safe use, operation and enjoyment of the property of the RAILROAD. LICENSEE, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipments and materials are kept a safe distance away from the tracks of the RAILROAD.

2.3 In addition to, but not in limitation of any of the foregoing provisions, if at any time the RAILROAD should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or LICENSEE's during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of LICENSEE, the RAILROAD shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of LICENSEE, which covenants and agrees to bear the full cost and expense thereof. The furnishing or failure to furnish inspectors, flagmen or watchmen by the RAILROAD, however, shall not release the LICENSEE from any and all other liabilities assumed by the LICENSEE under the terms of this LICENSE AGREEMENT.

### **3. ADDITIONS.**

If the LICENSEE desires or is required, as herein provided, to revise, renew, or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to RAILROAD and obtain the written approval of the Vice President of Engineering of RAILROAD thereto before any work or alteration of the structure is performed and the terms and conditions of this LICENSE AGREEMENT with respect to the original construction shall apply thereto.

### **4. MAINTENANCE.**

4.1 The LICENSEE shall at all times be obligated to promptly maintain, and repair said FACILITIES; and shall, upon notice in writing from RAILROAD and requiring it so to do, promptly make such repairs thereto as may be required by RAILROAD.

4.2 In the event of an emergency, LICENSEE will take immediate steps to perform any necessary repairs.

### **5. SUPERVISION.**

5.1 The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, and removal of the aforesaid FACILITIES covered by this LICENSE AGREEMENT shall be within the authority of and governed by the RAILROAD.

5.2 The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the RAILROAD, shall extend for an appropriate distance on each side of the property of the RAILROAD as the method of construction and material used may have an important bearing upon the strength and stability of the facilities over, under, upon, or in the property of the RAILROAD.

**6. GOVERNMENT COMPLIANCE.**

LICENSEE shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection with its use of the LICENSE, without any liability whatsoever on the part of the RAILROAD.

**7. INDEMNIFICATION.**

7.1 IT IS UNDERSTOOD BETWEEN THE PARTIES HERETO THAT THE OPERATION OF THE RAILROAD AT OR NEAR SAID FACILITIES INVOLVE SOME RISK, AND THE LICENSEE AS PART OF THE CONSIDERATION FOR THIS LICENSE HEREBY RELEASES AND WAIVES ANY RIGHT TO ASK FOR OR DEMAND DAMAGES FOR OR ACCOUNT OF LOSS OF OR INJURY TO THE FACILITIES (AND CONTENTS THEREOF) OF THE LICENSEE THAT ARE OVER, UNDER, UPON OR IN THE PROPERTY AND FACILITIES OF THE RAILROAD INCLUDING THE LOSS OF OR INTERFERENCE WITH SERVICE OR USE THEREOF AND WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR SOLE NEGLIGENCE OF THE RAILROAD OR OTHERWISE.

7.2 AND THE LICENSEE ALSO COVENANTS AND AGREES TO AND SHALL AT ALL TIMES INDEMNIFY, PROTECT AND SAVE HARMLESS THE RAILROAD FROM AND AGAINST ALL COST OR EXPENSE RESULTING FROM ANY AND ALL LOSSES, DAMAGES, DETRIMENTS, SUITS, CLAIMS, DEMANDS, COSTS AND CHARGES WHICH THE SAID RAILROAD MAY DIRECTLY OR INDIRECTLY SUFFER, SUSTAIN OR BE SUBJECTED TO BY REASON OF ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD WHETHER SUCH LOSSES AND DAMAGES BE SUFFERED OR SUSTAINED BY THE RAILROAD DIRECTLY OR BY ITS EMPLOYEES, PATRONS, OR LICENSEES, OR BE SUFFERED OR SUSTAINED BY OTHER PERSONS OR CORPORATIONS, INCLUDING THE LICENSEE, ITS EMPLOYEES AND AGENTS WHO MAY SEEK TO HOLD THE RAILROAD LIABLE THEREFORE, AND WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF THE RAILROAD OR OTHERWISE, EXCEPT WHEN PROVED BY LICENSEE TO BE DUE DIRECTLY TO THE SOLE NEGLIGENCE OF THE RAILROAD.

7.3 IF A CLAIM OR ACTION IS MADE OR BROUGHT AGAINST EITHER PARTY AND FOR WHICH THE OTHER PARTY MAY BE RESPONSIBLE HEREUNDER IN WHOLE OR IN PART, SUCH OTHER PARTY SHALL BE NOTIFIED AND PERMITTED TO PARTICIPATE IN THE HANDLING OR DEFENSE OF SUCH MATTER.

7.4 To protect, in whole or in part, its primary obligations under the indemnification provisions of this agreement, LICENSEE shall obtain and carry at its own cost contractual insurance in such form as shall be approved by the RAILROAD covering the liability assumed by the LICENSEE herein, in the following amounts: Bodily Injury \$5,000,000 for each person and \$5,000,000 for each accident; Property Damage \$5,000,000 for each accident. LICENSEE shall furnish RAILROAD an appropriate certificate or certificates of insurance executed by an authorized representative of the insurer, evidencing the maintenance of the insurance coverage required herein and containing a provision to the effect that the insured will give the RAILROAD at least ten (10) days' prior written notice of any cancellation or modification of any such insurance policy. The aforesaid insurance requirement shall not be deemed to limit or relieve the primary liability of LICENSEE under the indemnification provisions hereof, but shall be deemed additional security therefor.

7.5 If LICENSEE contracts for new construction or structural alterations to the premises, LICENSEE shall provide or shall cause its contractor to provide, at no cost to RAILROAD, Protective Liability Insurance designating RAILROAD as named insured, with a limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence subject to a Ten Million (\$10,000,000.00) Dollar aggregate limit for all bodily injury and property damage occurrences during each annual policy period. If the



construction or alterations involve an exposure to train operations on tracks of RAILROAD, the protective liability insurance shall be on the AAR-AASHTO Form of Railroad Protective Insurance. The original protective liability policy shall be submitted to and approved by RAILROAD's Director Real Estate at 100 East First Street, Brewster, Ohio 44613, prior to commencement of the construction or alterations. Said address shall be the name insured's address for the purpose of all notices from the insurer.

**8. LICENSEE'S COST.**

All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, and removal of said FACILITIES shall be borne by LICENSEE, and in the event of work being performed or material furnished by RAILROAD under the stipulated right to perform such work or construction, maintenance, repair, alteration, renewal, or removal under any section hereof, LICENSEE agrees to pay to the RAILROAD the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of RAILROAD for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the RAILROAD on the said FACILITIES. LICENSEE agrees to pay such bills within thirty (30) days of the presentation thereof by RAILROAD.

**9. CROSSING OR GRADE RELOCATION.**

The LICENSEE shall at its sole cost and expense, upon request in writing of the RAILROAD, promptly change the location of said FACILITIES covered by this LICENSE AGREEMENT, where located over, upon or in the property and facilities of the RAILROAD, to another location, to permit and accommodate changes of grade or alignment and improvements in or additions to the facilities of the RAILROAD upon land now or hereafter owned or used by the RAILROAD to the intent that said construction shall at all times comply with the terms and conditions of this LICENSE AGREEMENT with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this LICENSE AGREEMENT, then the said LICENSEE shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the RAILROAD as may be required by the said RAILROAD or its successors or assigns; and if the LICENSEE shall fail or refuse to comply therewith, then the duly authorized agents of the RAILROAD may make such repairs or adjustments or changes in location and provide necessary material therefor.

**10. TERMINATION REMOVAL.**

Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, titles and interest of the LICENSEE hereunder shall cease, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any liability accrued prior thereto, and the LICENSEE shall remove its said FACILITIES and appurtenances from RAILROAD property and right-of-way, and all property of the RAILROAD shall be restored in good condition and to the satisfaction of the RAILROAD. If the LICENSEE fails or refuses to remove its FACILITIES and appurtenances under this foregoing conditions, the RAILROAD shall be privileged to do so at the cost and expense of the LICENSEE, and the RAILROAD shall not be liable in any manner to the LICENSEE for said removal.

**11. SUBSIDENCE.**

In the event the FACILITIES consist of an underground occupation, LICENSEE will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and

appurtenances of the RAILROAD arising from or as a result of the installation of the said FACILITIES and LICENSEE agrees to pay to RAILROAD on demand the full cost and expense therefor.

**12. ELECTRICAL INTERFERENCE.**

In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the LICENSEE shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES: and if the LICENSEE should fail to do so, then RAILROAD may do so, and the LICENSEE agrees to pay to RAILROAD on demand the full cost and expense therefor.

**13. TAX ASSESSMENTS.**

As part of the consideration of the within LICENSE AGREEMENT, LICENSEE covenants and agrees that no assessments, taxes or charges of any kind shall be made against RAILROAD or its property by reason of construction of said FACILITIES of LICENSEE, and LICENSEE further covenants and agrees to pay to RAILROAD promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the RAILROAD directly related to the facilities LICENSEE has constructed on RAILROAD's property.

**14. EFFECTIVE DATE.**

This LICENSE AGREEMENT shall take effect as of the 15<sup>th</sup> day of March, 2012, subject to the provisions of Paragraph 18.

**15. TERMINATION.**

This License may be terminated by either party at any time upon not less than thirty (30) days' notice in writing sent by registered or certified mail to the other party. However, in the event of a breach of any of the covenants, terms and conditions hereof by LICENSEE, RAILROAD shall have the right to terminate this License immediately.

**16. ABANDONMENT.**

Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the RAILROAD to continue operation of the line of railroad in the LICENSEE's occupation rights at any crossing or occupation covered hereunder on account of an abandonment of line or service by the RAILROAD; nor shall there be any objection upon the RAILROAD to perfect its title in order to continue in existence the said occupation rights after such abandonment of line or service.

**17. AUTHORIZATION.**

Both parties hereto represent and warrant to the other that this LICENSE Agreement has been duly authorized and executed by the requisite officers of said parties.

**18. APPROVAL.**

This LICENSE AGREEMENT will not become valid until the method of installation and all related matters have been approved by the Vice President of Engineering - Design and Construction of RAILROAD or his duly designated representative.

**19. MILEAGE.**

Automobile mileage charges incurred by aforementioned RAILROAD Inspectors, Flagmen or Watchmen in connection with the installation, maintenance, etc., of said FACILITIES will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

**20. RIGHT OF ENTRY.**

LICENSEE agrees that it will require any contractor, subcontractor or other non-employee performing work in connection with this LICENSE AGREEMENT, to execute RAILROAD's standard Right of Entry agreement and to carry RAILROAD Protective Insurance or such other insurance coverage as is prescribed by RAILROAD.

**21. SPECIFICATION.**

In the design, construction, arrangement and maintenance of said FACILITIES, the Rules and Specifications of the Ohio Public Utility Commission covering the construction at crossings of underground line of public utilities, shall govern, if applicable; if not applicable, the decision of the Vice President of Engineering of the RAILROAD shall govern and control.

**22. ENTRY NOTICE.**

The LICENSEE agrees to advise the RAILROAD's Vice President of Engineering seventy-two (72) hours in advance and receive his approval before entering on RAILROAD's right of way.

**23. FIBER CABLE and SIGNAL CABLES LOCATION.**

It is the responsibility of LICENSEE to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under Licensor's right of way. Any damage to or disruption of any fiber optic cable will be the sole responsibility of LICENSEE which will indemnify and hold harmless the Licensor for any expense resulting there from. Before any construction may commence, the following number, where applicable, must be called: **1-800-362-2764**. Calling such number or numbers shall not release or otherwise diminish the remaining obligations of the LICENSEE hereunder. Licensee shall contact LICENSOR's Signal and Communications Supervisor to have all signal cables marked and located by calling 1-330-767-7202.

**24. GENERAL PROVISIONS.**

24.1 A determination that any part of this LICENSE AGREEMENT is invalid shall not effect the validity or enforceability of any part of this LICENSE AGREEMENT.

24.2 This LICENSE AGREEMENT shall be governed by the laws of the State of Ohio.

24.3 As used in this LICENSE AGREEMENT, the words, "RAILROAD and LICENSEE" shall include the respective subsidiaries, directors, officers, agents, and employees of RAILROAD and LICENSEE.

24.4 This LICENSE AGREEMENT is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against RAILROAD and LICENSEE.

24.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this LICENSE AGREEMENT.

24.6 This LICENSE AGREEMENT contains the entire agreement of the parties and supersedes any prior written or oral understanding, agreements or representations.

24.7 This LICENSE AGREEMENT may not be amended, assigned, waived or discharged except by an instrument in writing signed by the parties.


24.8 All words, terms, and phrases used in this LICENSE AGREEMENT shall be construed in accordance with their generally applicable meaning in the railroad industry.

24.9 Except as otherwise provided in this LICENSE AGREEMENT, all notices to be sent from one party to the other shall be in writing and mailed by United States certified mail, postage prepaid. Notices directed to RAILROAD shall be addressed to Wheeling & Lake Erie Railway Company, 100 East First Street, Brewster, OH 44613. Notices directed to LICENSEE shall be sent to the address listed for LICENSEE in the preamble of this LICENSE AGREEMENT.

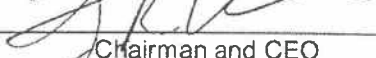
### III. EXECUTION

IN WITNESS WHEREOF, the said parties hereto have caused this LICENSE AGREEMENT to be duly executed and delivered as of the day and year first above written.

WITNESS:


  
\_\_\_\_\_  
Sherif L. Durant

WHEELING & LAKE ERIE RAILWAY  
COMPANY

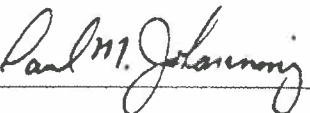
By:   
Chairman and CEO

Date: March 20, 2012

WITNESS:

  
\_\_\_\_\_  
Brad D. Wesley

THE EAST OHIO GAS CO. dba DOMINION  
EAST OHIO

By:  MANAGER GAS OPERATIONS  
Title:

Date: 03-08-2012



ADDENDUM 1  
WHEELING & LAKE ERIE RAILWAY COMPANY  
PUBLISHED FLAGGING RATES  
Effective January 9, 2012

Classification	Description	Daily Rates
Rate 1	Monday-Friday (non-holiday) 8 hours or less actual time on job site	\$600.00
Rate 2	Monday-Friday (non-holiday) over 8 hours actual time on job	\$800.00
Rate 3	Saturday or Sunday	\$1,000.00
Rate 4	Holiday	\$1,350.00

DRWN BY: C.W. JAEGER



**CASE NO. 12-1146-GA-BLN  
LETTER OF NOTIFICATION  
PIR-609 HIGH PRESSURE  
DISTRIBUTION PIPELINE**

**ATTACHMENT F  
CONSTRUCTION PERMITS**

## **Nancy A. Kovack (Energy - 5)**

---

**From:** Terra N Hupcej (Energy - 5)  
**Sent:** Thursday, March 15, 2012 8:55 AM  
**To:** mcarrick@perrytwp.com  
**Cc:** Nancy A. Kovack (Energy - 5)  
**Subject:** PIR-609 Perry Township Permit Application

Marilyn,

An addition to my previous email:

Dominion is also asking permission to cross township residential roads, Perry Hills Dr. S.W., Hancock St. S.W., Patrick St. S.W., Leonard Ave S.W. and Perry Drive S.W. in this project. All of the crossings can be found on the pdf's attached to the previous email.

Thanks,

Terra

---

**From:** Terra N Hupcej (Energy - 5)  
**Sent:** Thursday, March 15, 2012 8:39 AM  
**To:** 'mcarrick@perrytwp.com'  
**Cc:** Nancy A. Kovack (Energy - 5)  
**Subject:** PIR-609 Perry Township Permit Application

Marilyn,

Attached is a permit application for Perry Township for a gas line replacement project for Dominion East Ohio. Also attached are pdf's of the entire project (17 sheets). We are asking permission from the township to cross under Nave Street S.W.. That section of the project is shown on sheets 6.

Thanks,

Terra

### ***Terra Hupcej***

Technical Specialist - Dominion East Ohio

(O) (330) 664-2753 (C) (330) 510-0176

E-mail: [terra.n.hupcej@dom.com](mailto:terra.n.hupcej@dom.com)

Permit No. \_\_\_\_\_

Fee Paid: \_\_\_\_\_  
Receipt No. \_\_\_\_\_

### PERRY TOWNSHIP, STARK COUNTY, OHIO

APPLICATION FOR A PERMIT TO EXCAVATE WITHIN TOWNSHIP PUBLIC ROADS, INCLUDING RIGHT-OF-WAYS.  
TO THE BOARD OF TRUSTEES:

Application is hereby made by:

Name: Terra Hupcey - Dominion Address: 320 Springside Dr. Akron, Oh 44333

Phone: 330-664-2753

Date: 3/15/12

#### PERMIT TO EXCAVATE:

☐ Driveway  
☐ Road Cut

☐ Curb Cut  
☒ Road Right of Way

☐ All Roads to Be Bored  
When Possible

#### LOCATION:

Name of Road: Nave St. S.W.

From: 270' west of Lombardi Ave. To: \_\_\_\_\_

The purpose of the excavation is: Replace ex. 8" high pressure gas main  
with 12" steel high pressure gas main

Work will commence on or about 5/15/12 and will be completed on or about 10/1/12. If this application is approved and a permit is issued, the Applicant agrees to comply with all the terms, conditions and restrictions printed or written on the back of this sheet and/or attached hereto as "addendum," and as amended or supplemented in accordance with the detailed plans submitted and attached to this application.

Signed TBD  
(Contractor doing work)

Signed Terra Hupcey  
(Applicant)

\_\_\_\_\_  
Name & Title (please print)

Terra Hupcey - Dominion East Ohio -  
Name & Title (please print) Tech Specialist

#### PERMIT

The above application is hereby:

\_\_\_\_\_ Approved and permission is granted to do the work covered in the application, which work shall be done in strict conformity with the terms, conditions, and restrictions of the permit as contained on the reverse or attached hereto.

\_\_\_\_\_ Disapproved and excavation is prohibited for the above work under penalty of law.

**NOTE: WORK MAY NOT BE COMMENCED  
UNTIL A BOND IS POSTED AND APPROVED BY FISCAL OFFICER.**

PERRY TOWNSHIP BOARD OF TRUSTEES by:

DATED: \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Road Superintendent, Perry Township, Stark County

Bond in the form of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ is hereby deposited with the Fiscal Officer of the Board of Perry Township Trustees to be held and used if necessary, as provided in the terms, conditions and restrictions hereof.

DATED: \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Fiscal Officer

WHITE - Office Copy

CANARY - Applicant's Copy

PINK - Contractor's Copy

Board of Perry Township Trustees • 3111 Hilton NW, Massillon, OH 44846 (330) 833-2141

**Nancy A. Kovack (Energy - 5)**

---

**From:** Terra N Hupcej (Energy - 5)  
**Sent:** Thursday, March 15, 2012 9:59 AM  
**To:** denyse.click@dot.state.oh.us  
**Cc:** Nancy A. Kovack (Energy - 5)  
**Subject:** PIR 609-ODOT permit application  
**Attachments:** PIR-609 ODOT Permit Application.pdf; PIR-609 ODOT Permit Application S.R. 627 Drawing.pdf; PIR-609 ODOT Permit Drawings.pdf

Denyse,

Attached is an ODOT permit application for a gas line replacement project for Dominion East Ohio. Also attached are pdf's of the entire project (17 sheets), and a pdf of the crossing of Faircrest St. – S.R. 627. Please let me know if you need any other information to get the permit process started.

Thanks,

Terra

***Terra Hupcej***

Technical Specialist - Dominion East Ohio

(O) (330) 664-2753 (C) (330) 510-0176

E-mail: [terra.n.hupcej@dom.com](mailto:terra.n.hupcej@dom.com)



MR 505

App No \_\_\_\_\_

State of Ohio  
Department of Transportation  
Permit Application

Office Use Only

County/

Jurisdiction \_\_\_\_\_

Rte \_\_\_\_\_ Log Pt \_\_\_\_\_

AccCat \_\_\_\_\_

- (1) This form must be completed by the property owner or agents working for a utility Company ( if applicable). Application by contractor is unacceptable.

Name Dominion East OhioAddress 320 Springside Drive City Akron State OhioZip 44333 Phone (330) 664-2753 Other ( cell ) (330) 510-0176 (email) Terra.N.Hupcej@dom.com

- (2) Type of Permit requested: Commercial ( see other side ) Residential Field x Utility Drainage  
Beautification ( See other side ) Spraying, trimming, tree removal Other

- (3) Briefly describe work to be performed. ( Attach plans and see Instructions. )

Gas line replacement in DEO easement from 50' south of US-30 right of way going south to600' south of Faircrest St. S.R. 627 right of waySee attached plans.Contractor: TBD

- (4) Location where work is to be performed. Give sufficient detail to locate the site accurately, such as the distance in miles or feet from a mile post or from some geographical feature such as an intersecting highway.

In Stark County ( along, across ) State Route 627 1 miles or 1 feetNorth East West South of on the North x East West South x side of the road.Work to commence on TBD and will require 1 day to complete.

- (5) Does the property owner own or have any interests in any adjacent property? Yes x No  
If yes, please describe.

- (6) Prior to any excavation in the highway right-of-way, the Ohio Utilities Protection Service (OUPS) must be contacted in accordance with ORC Section 378.25 to 378.32. OUPS can be reached at 1-800-362-2764.

- (7) Open cutting of pavement shall not be permitted unless no reasonable alternate method is available. Written approval of the Ohio Department of Transportation District Office must be obtained.

- (8) All work requiring men or vehicles within ODOT right of way shall comply with all applicable requirements of the Ohio Manual of Traffic Control Devices and Item 614 ( Maintaining Traffic ) of the Construction and Material Specifications, latest editions. Failure to comply with these requirements will be cause for immediate revocation or suspension of the permit until the proper traffic control devices have been provided.

- (9) I have received a copy of the policies and regulations pertaining to the permit for which I have applied. If a permit is subsequently Issued to me by the Ohio Department of Transportation, I understand that the permit will state the terms and conditions for its use, and I Agree to comply with all conditions and regulations stipulated on or attached to the permit. I also understand and agree that failure to comply fully with all conditions and regulations of the permit or any change in the use of the permit inconsistent with its terms and conditions will be considered a violation and cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Department action, up to an including removal of the installation at the permittee's expense.

SIGN HERE

Terra Hupcej - Dominion East Ohio  
Signature of Property Owner or Agent for OwnerDate 3/15/2012Daytime Phone (330) 664-2753

Office use only

Date Received \_\_\_\_\_

By \_\_\_\_\_

Date Accepted \_\_\_\_\_



[illegible]

**CASE NO. 12-1146-GA-BLN  
LETTER OF NOTIFICATION  
PIR-609 HIGH PRESSURE  
DISTRIBUTION PIPELINE**

**ATTACHMENT G**

**ENVIRONMENTAL REPORTS AND PERMITS**

**Note:**

An Ohio EPA Notice of Intent pertaining to stormwater discharge is pending. As soon as a response is received, it will be submitted in this case.

An approval from the Stark County Soil & Water Conservation District is also pending and expected shortly. As soon as it is received, it will be submitted in this case.



May 13, 2011

Corporate Headquarters

1500 North Mantua Street

P.O. Box 5193

Kent, Ohio 44240-5193

330.673.5685

Toll Free 1.800.828.8312

Fax 330.673.0860

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

RE: *Field Summary Report*—PIR 609, L#2472, Perry Township, Stark County, Ohio

Dear Ms. Kovack:

As requested, Davey Resource Group performed an ecological study on the area encompassing the PIR 609 project. The project area includes 30 feet on either side of the gas line and extends from Route 62 on the north to south of Faircrest Street SW. This survey was performed to collect information on wetlands, streams, potential bat habitat, and to map existing stormwater features. The data presented in this report reflect ecological information collected during the field survey. Maps depicting all ecological data collected in the field are located in Attachment A. Representative photographs of the project area are included in Attachment B.

#### **SITE DESCRIPTION**

The project area was surveyed on May 5, 2011. The study site crosses through residential areas, recreational areas, and agricultural fields with land cover of mowed grass, pavement, and cultivated farm fields.

#### **WATER RESOURCE DELINEATION - WETLANDS**

A wetland is located near the center of PIR 609 and extends off-site, draining to the east. This wetland has been assessed using the Ohio Environmental Protection Agency (Ohio EPA) Rapid Assessment Method, v. 5.0 (ORAM). This assessment method evaluates wetlands based on the level of disturbance, function, and integrity. Using the ORAM, wetlands are categorized as Category 1 (low quality), Category 2 (moderate quality), or Category 3 (high quality).

This wetland is regularly mowed through the easement area, has had filling and grading, and has been dredged to create an open water area further to the east. Because of these disturbances, the wetland has a score of 38.5, placing it within a modified Category 2 range. A representative photograph of the on-site wetland is included in Attachment B. A table listing the wetland within the project area is included in Attachment C. The ORAM forms are included in Attachment D.

#### **WATER RESOURCE DELINEATION - STREAMS**

Two streams were identified within the project area. To assess the habitat value of these streams, the Headwater Habitat Evaluation Index (HHEI) as developed by the Ohio EPA was used. This assessment method is based on the drainage area of the stream so that the HHEI protocol is used for streams having watersheds less than one square mile.

Nancy Kovack  
Dominion, East Ohio  
May 13, 2011  
Page 2.

The HHEI assessment method uses three habitat variables: channel substrate composition, bankfull width, and maximum pool depth, to distinguish between Classes I, II, and III palustrine headwater habitat (PHWH) streams. Generally, a Class I stream has ephemeral flow, Class II has intermittent or perennial flow with warm water, and a Class III has perennial flow with cool-cold water

Stream 1 drains through a residential development. The stream is mowed to the banks and is not shaded. Stream 2 flows adjacent to a railroad track and is surrounded by shrubby vegetation. Both of these streams have an intermittent flow regime and have been channelized. Stream 1 has received a score of 62 and Stream 2 has received a score of 40, placing both of these streams within the range of a modified Class II PHWH stream. A table listing information associated with these streams is included in Attachment C. The HHEI forms are included in Attachment E. Photographs of these streams are included in Attachment B.

#### **INDIANA BAT (*MYOTIS SODALIS*) HABITAT SURVEY**

Summer roosting habitat for the Indiana bat includes large trees that contain characteristics such as exfoliating bark, dead wood, crevices, and cavities. To support a maternity colony, trees with these habitat features need to have good solar exposure. Indiana bats tend to inhabit trees at the edges of woodlots and along watercourses where they can travel and forage. The project area was evaluated for trees that could provide habitat for the Indiana bat. No Indiana bat roost or habitat trees were found within the study area.

#### **CULTURAL RESOURCES**

Prior to the field survey, a review of the Ohio Historical Preservation Office (OHPO) data records was done. The area reviewed includes the PIR 609 project site and areas immediately adjacent to the ROW. No National Register listed properties, Archaeological Inventory properties, National Register listed districts, and Phases 1, 2, and 3 survey areas were identified within or adjacent to the pipeline ROW.

However, one Historic Structure, the Petros House, was identified adjacent to the ROW. The closest house wall is located 168.5 feet from the edge of the PIR 609 project area. This structure is indicated on the maps located in Attachment A. Representative photographs of this historic feature are located in Appendix B.

If you have any questions or comments concerning this field summary report or if you need additional information, please contact me at 330-673-5685, ext. 8067 or via e-mail at [judith.mitchell@davey.com](mailto:judith.mitchell@davey.com).

Sincerely,



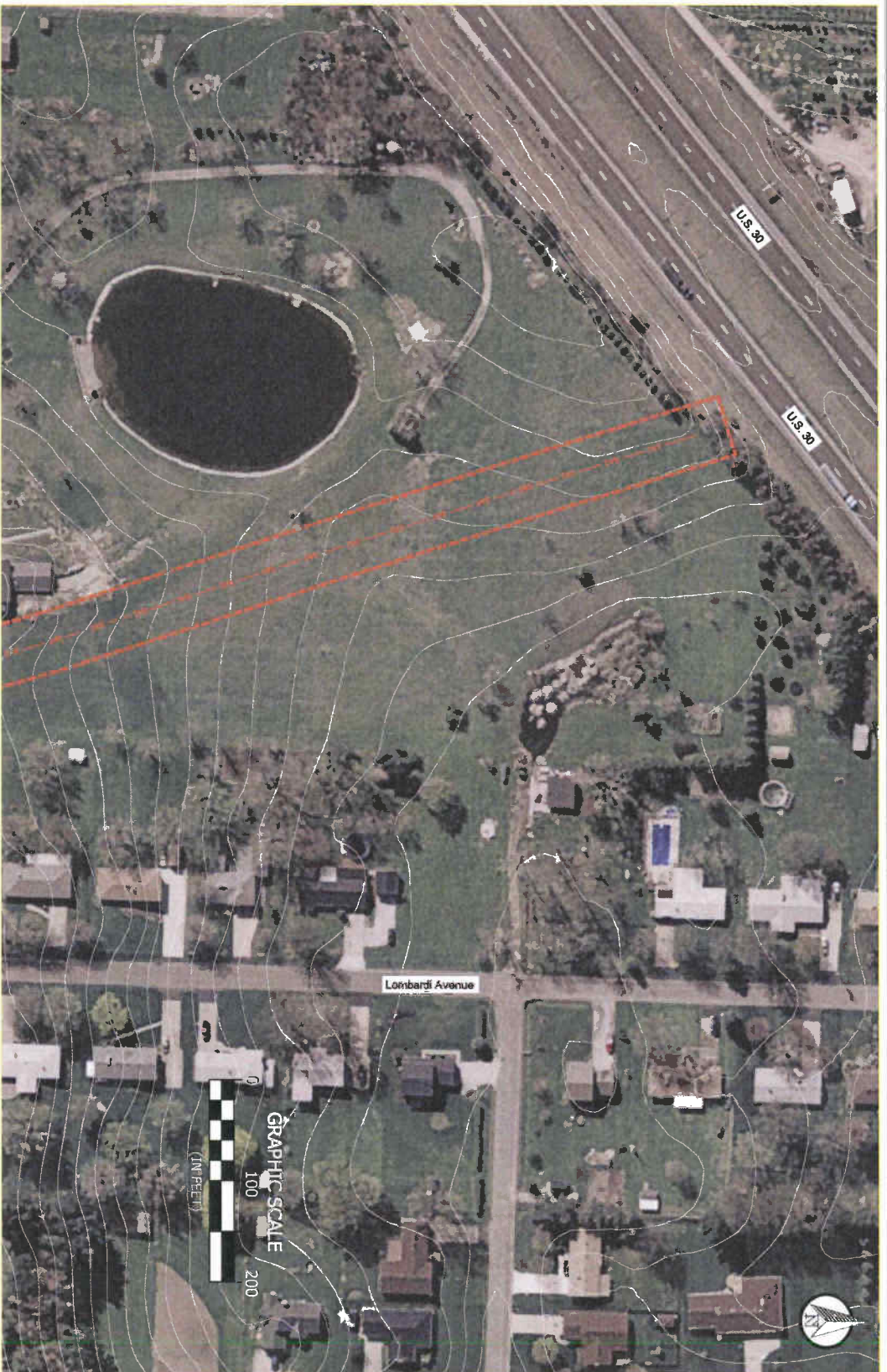
Judith Mitchell/Biologist  
Natural Resource Consulting

cc: Judith Box, DEO  
Greg Eastridge, DEO  
Jessica Hickey, Davey Resource Group

***Attachment A***  
***Ecological Feature Maps***

---





- = Approximate study area
- = Intermittent stream
- = Non-jurisdictional roadside ditch
- = Direction of flow

= Areas of wetlands delineated within study area (0.155 acre)

Prepared by  
**DAVEY**  
RESOURCES  
A Division of The Davey Group, Inc.

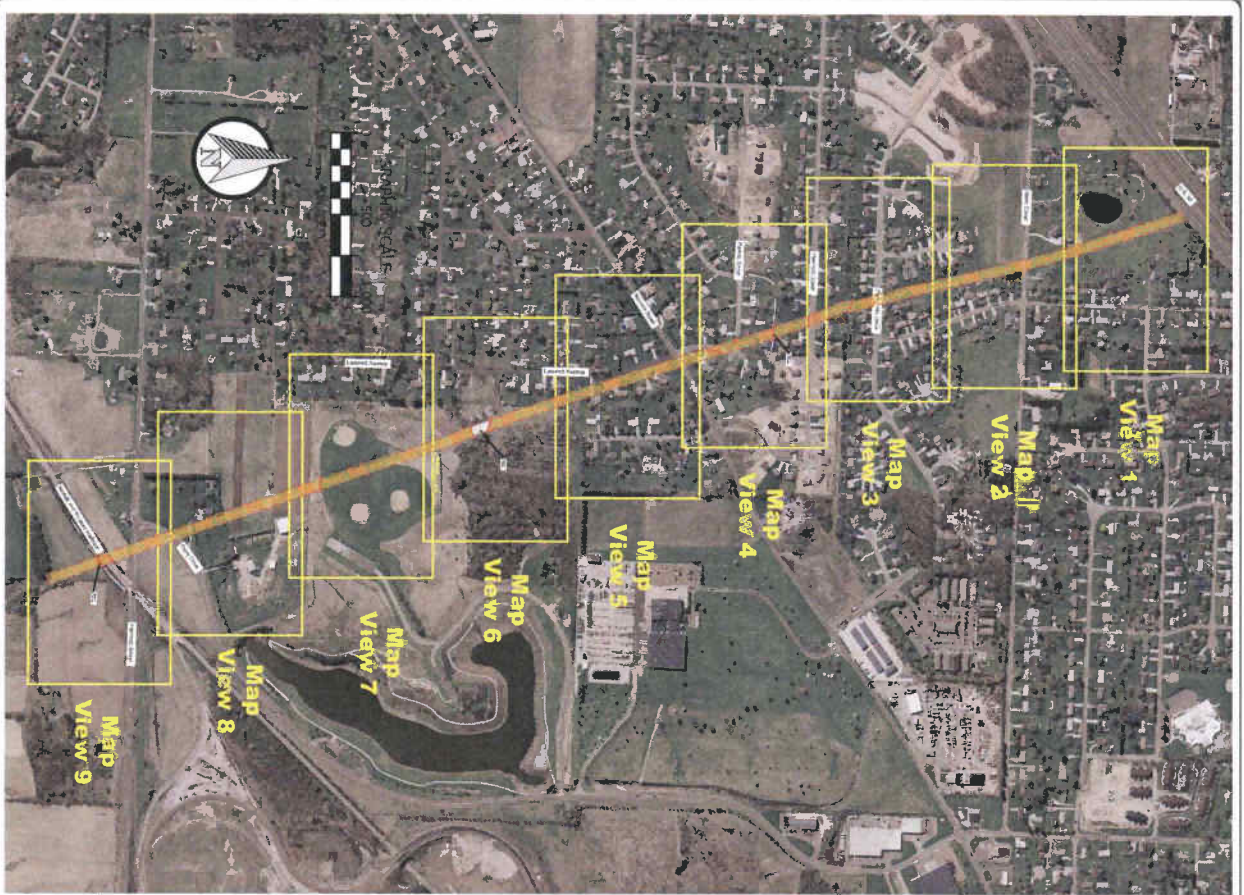
Prepared for  
**Dominion Resources Services, Inc.**  
Dominion East Ohio

**PIR-609 Pipeline Replacement Project**  
1.38 Miles, LR2472  
Perry Township  
Stark County, Ohio

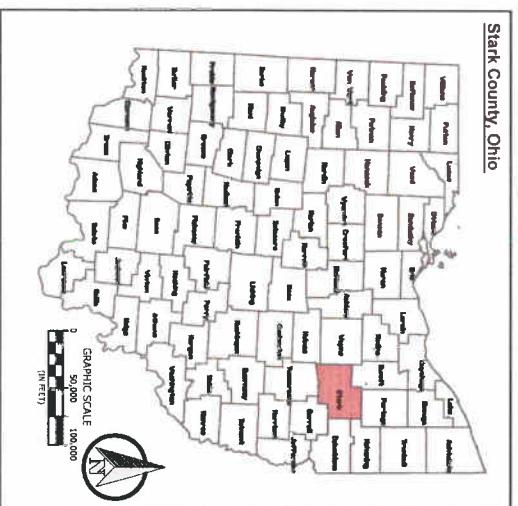
Data used to produce this map were collected on May 5, 2011



# Map View Location Map



Stark County, Ohio



= Approximate study area

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**DAVEY**  
Resource Group  
A Division of The Davey Tree Expert Company

Prepared for  
**Dominion Resources Services, Inc.**  
Dominion East Ohio

**PIR-609 Pipeline Replacement Project**  
1.38 Miles, L#2472  
Perry Township  
Stark County, Ohio

Data used to produce this map were collected on May 5, 2011

Sheet 1  
of 10





- = Approximate study area
- = Intermittent stream
- = Non-jurisdictional roadside ditch
- = Direction of flow

= Areas of wetlands delineated within study area  
(0.155 acre)

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Services, Inc.**  
Dominion East Ohio

**PIR-609 Pipeline Replacement  
Project**  
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Stark County, Ohio

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- = Approximate study area
- = Intermittent stream
- = Non-jurisdictional roadside ditch
- = Direction of flow

= Areas of wetlands delineated within study area (0.155 acre)

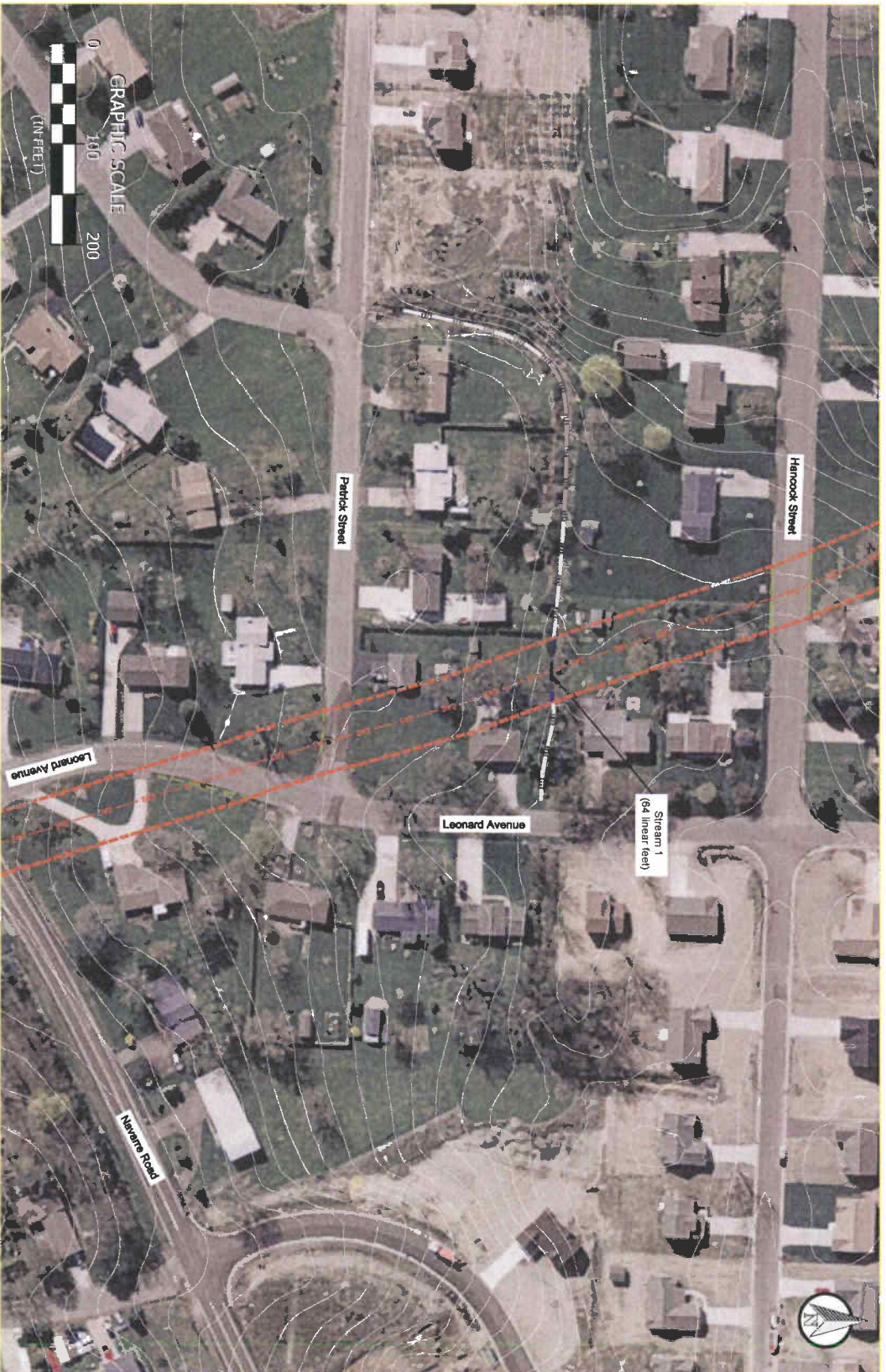
Prepared by  
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GROUP  
A Division of The Shaw Group

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Dominion East Ohio

**PR-609 Pipeline Replacement**  
Project  
1.38 Miles, L#2472  
Perry Township  
Stark County, Ohio

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Dominion East Ohio

**PIR-609 Pipeline Replacement Project**  
1.38 Miles, L#2472  
Perry Township  
Stark County, Ohio

Data used to produce this map were collected on May 5, 2011





- = Approximate study area
- = Intermittent stream
- = Non-jurisdictional roadside ditch
- = Direction of flow

= Areas of wetlands delineated within study area (0.155 acre)

Prepared by  
**DAVEY**  
**ENGINEERING**  
*A Division of The Davey Group*

Prepared for  
**Dominion Resources**  
**Services, Inc.**  
Dominion East Ohio

**PIR-609 Pipeline Replacement**  
**Project**  
1.38 Miles, L#2472  
Perry Township  
Stark County, Ohio

Data used to produce this map were  
collected on May 5, 2011





- = Approximate study area
- = Intermittent stream
- = Non-jurisdictional roadside ditch
- = Direction of flow

= Areas of welllands delineated within study area (0.155 acre)



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**DAVEY**  
RESOURCE GROUP  
A Division of The Davey Group, Inc.

Prepared for  
**Dominion Resources Services, Inc.**  
Dominion East Ohio

**PIR-609 Pipeline Replacement**  
Project  
1.36 Miles, LH2472  
Perry Township  
Stark County, Ohio

Data used to produce this map were collected on May 5, 2011





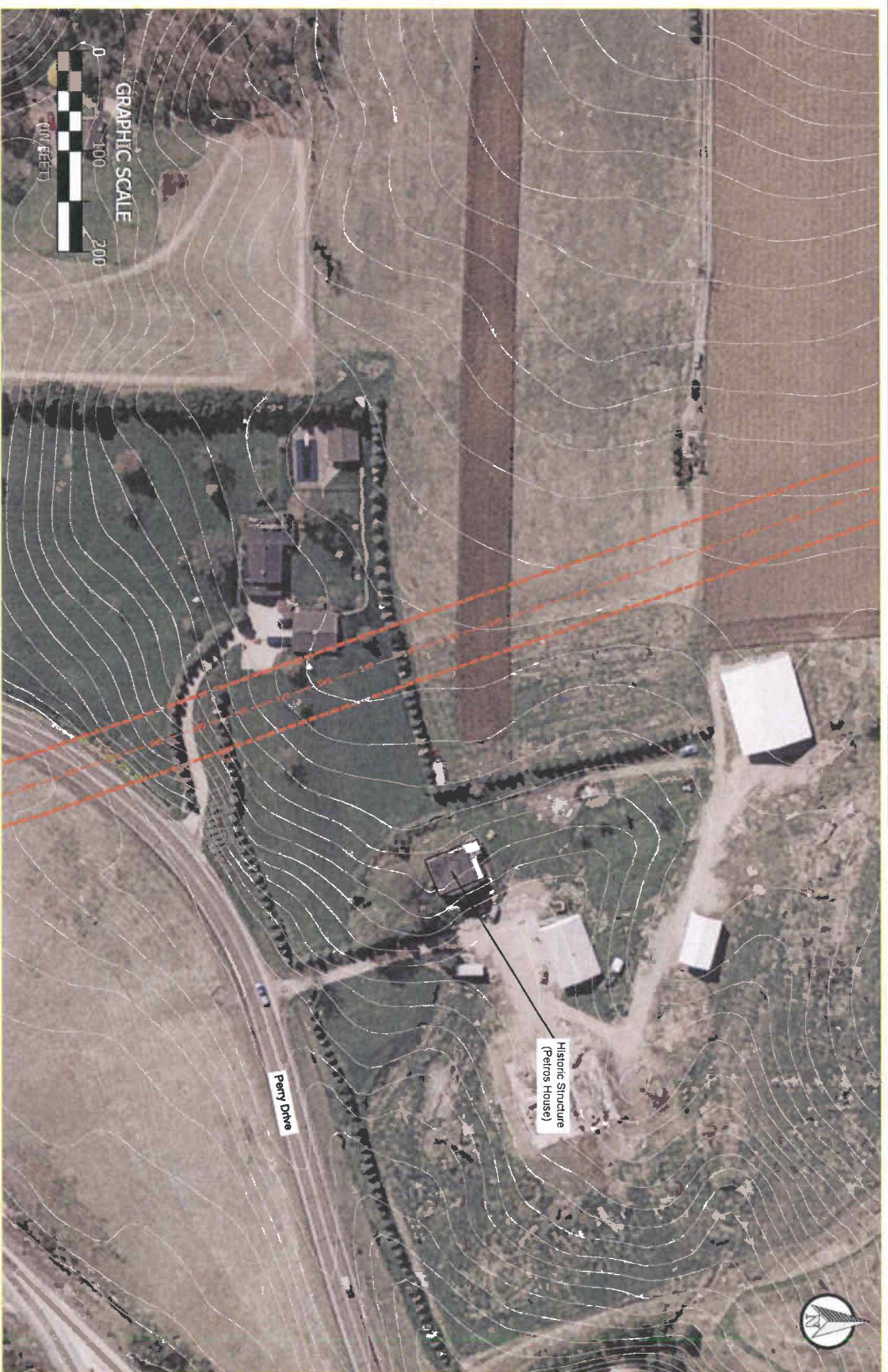
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Services, Inc.**  
Dominion East Ohio

**PIR-609 Pipeline Replacement**  
Project  
1.38 Miles, L#2472  
Perry Township  
Stark County, Ohio

Data used to produce this map were  
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- = Approximate study area
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- = Non-jurisdictional roadside ditch
- = Direction of flow

= Areas of wetlands delineated within study area (0.155 acre)

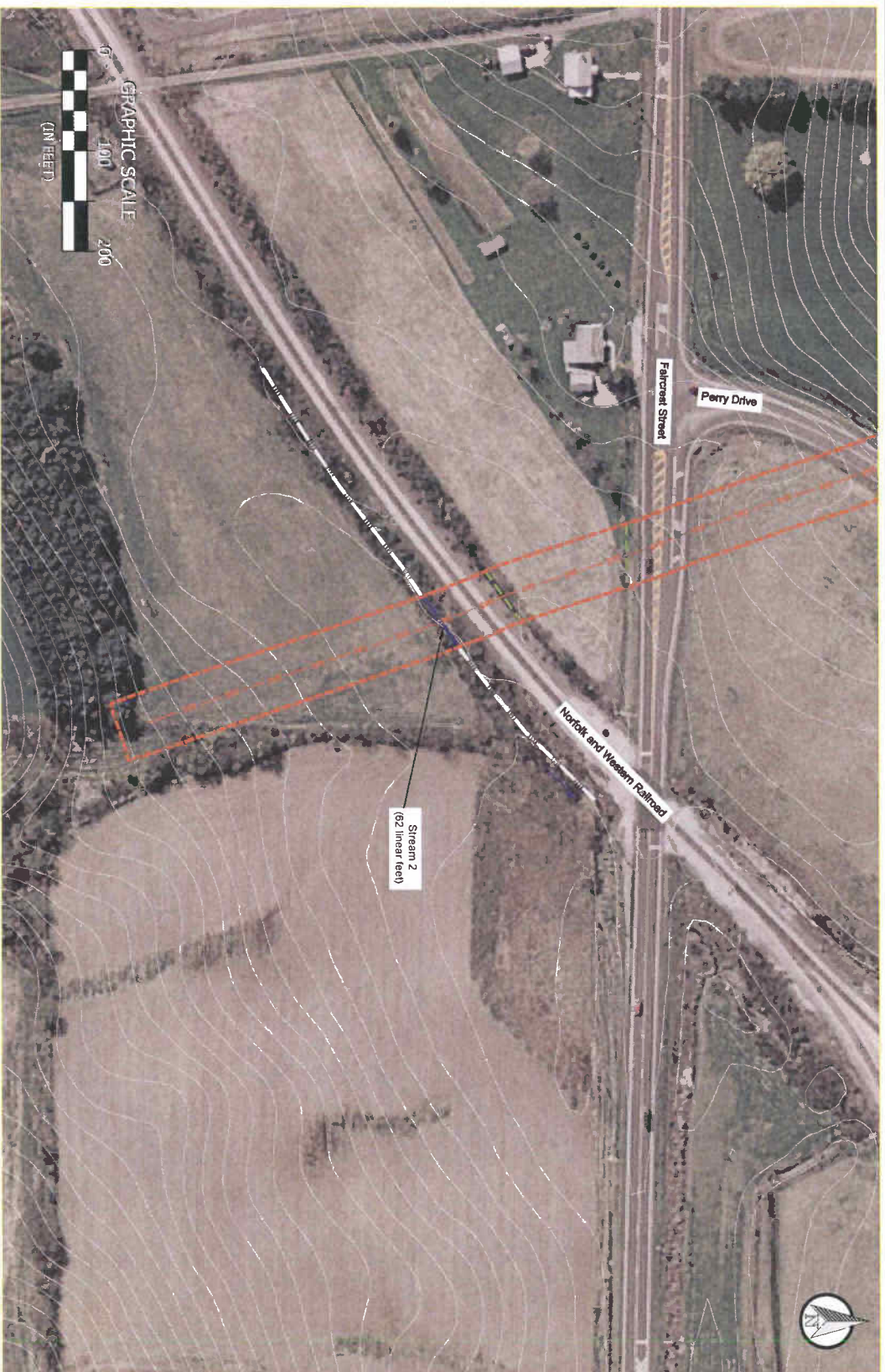
Prepared by  
**DAVEY**  
**RESOURCE GROUP**  
A Division of The Stimp The Stimp Company

Prepared for  
**Dominion Resources Services, Inc.**  
**Dominion East Ohio**

**PIR-609 Pipeline Replacement**  
**Project**  
1.38 Miles, LH2472  
Perry Township  
Stark County, Ohio

Data used to produce this map were collected on May 5, 2011





- = Approximate study area
- = Intermittent stream
- = Non-jurisdictional roadside ditch
- = Direction of flow

= Areas of wetlands delineated within study area  
(0.155 acres)

Prepared by  
**DAVEY**  
ENGINEERING  
A Division of The Shaw Group Companies

Prepared for  
**Dominion Resources  
Services, Inc.**  
Dominion East Ohio

**PR-609 Pipeline Replacement**  
Project  
1.38 Miles, LA2472  
Perry Township  
Stark County, Ohio

Data used to produce this map were  
collected on May 5, 2011

Sheet 18  
of 10

**Attachment B**  
**Photographs**

---



**Photograph 1 (5-5-11).** Much of the PIR 609 study area crosses through residential mowed areas.



**Photograph 2 (5-5-11).** The southern portion of the PIR 609 ROW crosses through non-residential areas that are irregularly mowed.





**Photograph 3 (5-5-11).** Recreational areas, including baseball fields, are located along the PIR 609 project area.



**Photograph 4 (5-5-11).** Agricultural fields are located within the project area of PIR 609.



**Photograph 5 (5-5-11).** A wet meadow drains east through the central portion of the PIR 609 project area.



**Photograph 6 (5-5-11).** Looking east, Stream 1 is a small intermittent waterway crossing between two residential lots.





**Photograph 7 (5-5-11).** Looking down into Stream 1, the dominant substrates of the channel are gravel and sand.



**Photograph 8 (5-5-11).** Running adjacent to the railroad on the south end of PIR 609, Stream 2 is surrounded by shrubs.





**Photograph 9 (5-5-11).** Looking down into the channel of Stream 2, the dominant substrate type is muck.



**Photograph 10 (5-5-11).** This historic structure, the Petros House, is located adjacent to the southern end of PIR 609, over 150 feet east of the project area.



**Photograph 11 (5-5-11).** A small addition is attached to the back of the Petros House.

**Attachment C**  
**Wetland and Streams Delineated within PIR 609**

---

**Table 1. Wetland Information.**

<b>Wetland</b>	<b>Wetland Area (ac) within Project Area</b>	<b>Land Cover</b>	<b>Connectivity to Waters of U.S.</b>	<b>ORAM</b>	<b>Category</b>
A	0.155	Wet Meadow	Non-Isolated	38.5	Modified 2

**Table 2. Stream Information.**

<b>Stream</b>	<b>Stream Length (lf) within Project Area</b>	<b>Bankfull Width (ft)</b>	<b>Flow Regime</b>	<b>Substrate Type(s)</b>	<b>HHEI</b>	<b>Class</b>
1	64	6.0	Intermittent	Sand, gravel	62	Modified II
2	62	3.9	Intermittent	Muck	40	Modified II
Total	126					



***Attachment D***  
***ORAM Forms***

---

<b>Site:</b> PIR 609, Perry, Stark County		<b>Date:</b> May 5, 2010	
<b>Wetlands:</b> Wetland A		<b>Rater:</b> Judith Mitchell	
<b>Wetland Acreage:</b> 0.155+ ac.	<b>ORAM Score:</b> 38.5	<b>ORAM Category:</b>	modified 2

2	2
Subtotal	Points

**Metric 1. Wetland Area (size). (max 6 pts)**

*Select one size class and assign score.*

- ☐ >50 acres (>20.2ha) (6 pts)
- ☐ 25 to <50 acres (10.1 to <20.2ha) (5 pts)
- ☐ 10 to <25 acres (4 to <10.1ha) (4 pts)
- ☐ 3 to <10 acres (1.2 to <4ha) (3 pts)
- ☒ 0.3 to <3 acres (0.12 to <1.2ha) (2pts)
- ☐ 0.1 to <0.3 acres (0.04 to <0.12ha) (1 pt)
- ☐ <0.1 acres (0.04ha) (0 pts)

10	8
Subtotal	Points

**Metric 2. Upland buffers and surrounding land use. (max 14 pts)**

*2a. Calculate average buffer width (select one, do not double check)*

- ☐ WIDE. Buffers average 50m (164ft) or more around wetland perimeter (7)
- ☒ MEDIUM. Buffers average 25m to <50m (82 to <164ft) around wetland perimeter (4)
- ☐ NARROW. Buffers average 10m to <25m (32ft to <82ft) around wetland perimeter (1)
- ☐ VERY NARROW. Buffers average <10m (<32ft) around wetland perimeter (0)

*2b. Intensity of surrounding land use (select one or double check & average)*

- ☐ VERY LOW. 2nd growth or older forest, prairie, savannah, wildlife area, etc. (7)
- ☒ LOW. Old field (>10 years), shrubland, young second growth forest. (5)
- ☒ MODERATELY HIGH. Residential, fenced pasture, park, conservation tillage, new fallow field. (3)
- ☐ HIGH. Urban, industrial, open pasture, row cropping, mining, construction. (1)

22	12
Subtotal	Points

**Metric 3. Hydrology. (max 30 pts)**

*3a. Sources of Water. Score all that apply.*

- ☐ High pH groundwater (5)
- ☐ Other groundwater (3)
- ☒ Precipitation (1)
- ☐ Seasonal/intermittent surface water (3)
- ☐ Perennial surface water (lake or stream) (5)

*3d. Duration inundation/saturation.*

*(select one or double check & average)*

- ☐ Semi- to permanently inundated/saturated (4)
- ☐ Regularly inundated/saturated (3)
- ☒ Seasonally inundated (2)
- ☐ Seasonally saturated in upper 30cm (12in) (1)

*3b. Connectivity. Score all that apply.*

- ☐ 100 year floodplain (1)
- ☐ Between stream/lake and other human use (1)
- ☐ Part of wetland/upland (e.g. forest), complex (1)
- ☒ Part of riparian or upland corridor (1)

*3e. Modifications to natural hydrologic regime.*

*(select one or double check & average)*

- ☐ None or none apparent (12)
- ☒ Recovered (7)
- ☐ Recovering (3)
- ☐ Recent or no recovery (1)

*3c. Maximum water depth. Select only 1.*

- ☐ >0.7 (27.6in) (3)
- ☐ 0.4 to 0.7m (15.7 to 27.6in) (2)
- ☒ <0.4m (<15.7in) (1)

**Check all disturbances observed**

- |  |   |
|--|---|
| <input type="checkbox"/> ditch                       | <input type="checkbox"/> point source (nonstormwater) |
| <input type="checkbox"/> dike                        | <input checked="" type="checkbox"/> filling/grading   |
| <input type="checkbox"/> tile                        | <input checked="" type="checkbox"/> road bed/RR track |
| <input type="checkbox"/> weir                        | <input checked="" type="checkbox"/> dredging          |
| <input checked="" type="checkbox"/> stormwater input | <input type="checkbox"/> other- list                  |

33.5	11.5
Subtotal	Points

**Metric 4. Habitat Alteration and Development (max 20 pts.)**

*4a. Substrate disturbance. Score one or double check and average.*

- ☐ None or none apparent (4)
- ☒ Recovered (3)
- ☐ Recovering (2)
- ☐ Recent or no recovery (1)

*4c. Habitat alteration. Score one or double check and average.*

- ☐ None or none apparent (9)
- ☒ Recovered (6)
- ☒ Recovering (3)
- ☐ Recent or no recovery (1)

*4b. Habitat development. Select one.*

- ☐ Excellent (7)
- ☐ Very good (6)
- ☐ Good (5)
- ☒ Moderately good (4)
- ☐ Fair (3)
- ☐ Poor to fair (2)
- ☐ Poor (1)

**Check all disturbances observed**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> mowing    | <input type="checkbox"/> shrub/sapling removal          |
| <input type="checkbox"/> grazing              | <input type="checkbox"/> herbaceous/aquatic bed removal |
| <input type="checkbox"/> clearcutting         | <input type="checkbox"/> sedimentation                  |
| <input type="checkbox"/> selective cutting    | <input checked="" type="checkbox"/> dredging            |
| <input type="checkbox"/> woody debris removal | <input type="checkbox"/> farming                        |
| <input type="checkbox"/> toxic pollutants     | <input type="checkbox"/> nutrient enrichment            |

33.5	subtotal this page
------	--------------------

<b>Site:</b> PIR 609, Perry, Stark County	<b>Date:</b> May 5, 2010
<b>Wetland:</b> Wetland A	<b>Rater:</b> Judith Mitchell

**33.5** subtotal first page

**33.5** **0**  
Subtotal Points

**Metric 5. Special Wetlands. (max 10 pts.)**

Check all that apply and score as indicated

- ☐ Bog (10 pts)
- ☐ Fen (10 pts)
- ☐ Old Growth Forest (10 pts)
- ☐ Mature forested wetland (5 pts)
- ☐ Lake Erie coastal/tributary wetland-unrestricted hydrology (10 pts)
- ☐ Lake Erie coastal/tributary wetland-restricted hydrology (5 pts)
- ☐ Lake Plain Sand Prairies (Oak Openings) (10 pts)
- ☐ Relict Wet Prairies (10 pts)
- ☐ Known occurrence state/federal threatened or endangered species (10)
- ☐ Significant migratory songbird/waterfowl habitat or usage (10 pts)
- ☐ Category 1 Wetland - See Question 1 of Qualitative Rating. (-10 pts)

**38.5** **5**  
Subtotal Points

**Metric 6. Plant Communities, interspersions, microtopography. (max 20 pts.)**

6a. Wetland Vegetation Communities

Score all present using 0 to 3 scale

- ☐ Aquatic bed
- ☐ 1 Emergent
- ☐ 2 Shrub
- ☐ Forest
- ☐ Mudflats
- ☐ Open water
- ☐ Other (list)

6b. Horizontal (plan view) interspersions

Select only one

- ☐ High (5)
- ☐ Moderately high (4)
- ☐ Moderate (3)
- ☒ Moderately low (2)
- ☐ Low (1)
- ☐ None (0)

6c. Coverage of invasive plants.

Refer to Table 1 ORAM long form for list. Add or deduct points for coverage

- ☐ Extensive >75 % cover (-5)
  - ☐ Moderate 25-75% cover (-3)
  - ☒ Sparse 5-25% cover (-1)
  - ☐ Nearly Absent <5% cover (0)
  - ☐ Absent (1)
- Phalaris arundinacea* ☒ *Typha angustifolia* ☐ *Rhamnus frangula* ☐

6d. Microtopography

Score all present using 0 to 3 scale

- ☐ Vegetated hummocks/tussocks
- ☒ Coarse woody debris >15 cm (6")
- ☐ Standing dead > 25 cm (10") dbh
- ☒ Amphibian breeding pools

**Vegetation Community Cover Scale**

0	Absent or comprises <0.1 ha (0.2471 acres) contiguous area
1	Present and either comprises small part of wetland's vegetation and is of moderate quality, or comprises a significant part but is of low quality
2	Present and either comprises significant part of wetland's vegetation and is of moderate quality or comprises a small part and is of high quality
3	Present and comprises significant part, or more, of wetland's vegetation and is of high quality

**Narrative Description of Vegetation Quality**

low	Low spp diversity and/or predominance of nonnative or disturbance tolerant native species
moderate	Native spp are dominant component of the vegetation, although nonnative and/or disturbance tolerant native spp can also be present, and species diversity moderate to moderately high, but generally w/o presence of rare threatened or endangered spp
high	A predominance of native species, with nonnative spp and/or disturbance tolerant native spp absent or virtually absent, and high spp diversity and often, but not always, the presence of rare, threatened, or endangered spp

**Mudflat and Open Water Class Quality**

0	Absent <0.1 ha (0.2471 acres)
1	Low 0.1 ha to <1 ha (0.2471 acres to 2.47 acres)
2	Moderate 1 ha to <4 ha (2.47 acres to 9.88 acres)
3	High 4 ha (9.88 acres) or more

**Microtopography Cover Scale**

0	Absent
1	Present very small amounts or if more common of marginal quality
2	Present in moderate amounts, but not of highest quality or in small amounts of highest quality
3	Present in moderate or greater amounts and of highest quality

**38.5** **GRAND TOTAL (max 100 pts)**

End of Quantitative Rating. Complete Categorization Worksheets.

***Attachment E***  
***HHEI Forms***

---



## Primary Headwater Habitat Evaluation Form

HHEI Score (sum of metrics 1, 2, 3):

62

SITE NAME / LOCATION Stream 1, PIR 609, Perry Township, Stark County

SITE NUMBER RIVER BASIN Tuscarawas Drainage Area (mi<sup>2</sup>) 0.14

Length of Stream Reach ( 200 ft Lat. 40.7635 Long. 81.4588 RIVER MILE

DATE 5/5/2011 SCORER Judith Mitchell COMMENTS

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for Instructions

STREAM CHANNEL ☐ NONE / NATURAL CHANNEL ☐ RECOVERED ☒ RECOVERING ☐ RECENT OR NO RECOVERY  
MODIFICATIONS:

1. **SUBSTRATE** (Estimate percent of every type of substrate present. Check ONLY two predominant substrate TYPE boxes (Max of 32). Add total number of significant substrate types found (Max of 8). Final metric score is sum of boxes A & B.

TYPE	PERCENT	TYPE	PERCENT
<input type="checkbox"/> BLDR SLABS [16 pts]		<input type="checkbox"/> SILT [3 pts]	5%
<input type="checkbox"/> BOULDER (>256 mm) [16 pts]		<input type="checkbox"/> LEAF PACK/WOODY DEBRIS [3 pts]	5%
<input type="checkbox"/> BEDROCK [16 pts]		<input type="checkbox"/> FINE DETRITUS [3 pts]	
<input type="checkbox"/> COBBLE (65-256 mm) [12 pts]	3%	<input type="checkbox"/> CLAY or HARDPAN [0 pts]	7%
<input checked="" type="checkbox"/> GRAVEL (2-64 mm) [9 pts]	33%	<input type="checkbox"/> MUCK [0 pts]	
<input checked="" type="checkbox"/> SAND (<2 mm) [6 pts]	42%	<input type="checkbox"/> ARTIFICIAL [3pts]	5%

HHEI  
Metric  
PointsSubstrate  
Max = 40

22

A + B

Total of Percentages of  
BlDr Slabs, Boulder, Cobble, Bedrock = 3%

(A)

(B)

SCORE OF TWO MOST PREDOMINATE SUBSTRATE TYPES: 15

TOTAL NUMBER OF SUBSTRATE TYPES: 7

2. **Maximum Pool Depth** (Measure the maximum pool depth within the 61 meter (200 ft) evaluation reach at the time of evaluation. Avoid plunge pools from road culverts or storm water pipes). (Check ONLY one box):

<input type="checkbox"/> >30 centimeters [20 pts]	<input type="checkbox"/> >5 cm - 10 cm [15 pts]
<input type="checkbox"/> >22.5 - 30 cm [30 pts]	<input type="checkbox"/> <5 cm [5 pts]
<input checked="" type="checkbox"/> >10 - 22.5 cm [25 pts]	<input type="checkbox"/> NO WATER/MOIST CHANNEL [0 pts]

Pool Depth  
Max=30

25

COMMENTS:

MAXIMUM POOL DEPTH (centimeters)

17

3. **BANK FULL WIDTH** (Measured as the average of 3-4 measurements) (Check ONLY one box):

<input type="checkbox"/> >4.0 meters (13' ) [30 pts]	<input checked="" type="checkbox"/> >1.0 m - 1.5 m (>3'3"-4'8") [15 pts]
<input type="checkbox"/> >3.0-4.0 m (>9' 7"-13' ) [25 pts]	<input type="checkbox"/> ≤1.0 m (≤ 3'3") [5 pts]
<input type="checkbox"/> >1.5-3.0 m (<9' 7"-4' 8") [20 pts]	

Bankfull  
Width  
Max=30

15

COMMENTS:

AVERAGE BANKFULL WIDTH (meters)

1.4

This information must also be completed.

RIPARIAN ZONE AND FLOODPLAIN QUALITY \*NOTE: River Left (L) and Right (R) as looking downstream.

<u>RIPARIAN WIDTH</u>			<u>(FLOODPLAIN QUALITY)</u>					
	L	R (Per Bank)		L	R (Most Predominant per Bank)		L	R
<input type="checkbox"/>	<input type="checkbox"/>	Wide > 10 m	<input type="checkbox"/>	<input type="checkbox"/>	Mature Forest, Wetland	<input type="checkbox"/>	<input type="checkbox"/>	Conservation Tillage
<input type="checkbox"/>	<input type="checkbox"/>	Moderate 5 - 10 m	<input type="checkbox"/>	<input type="checkbox"/>	Immature Forest, Shrub or Old Field	<input type="checkbox"/>	<input type="checkbox"/>	Urban or Industrial
<input type="checkbox"/>	<input type="checkbox"/>	Narrow < 5 m	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Residential, Park, New Field	<input type="checkbox"/>	<input type="checkbox"/>	Open Pasture, Row Crop
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None	<input type="checkbox"/>	<input type="checkbox"/>	Fenced Pasture	<input type="checkbox"/>	<input type="checkbox"/>	Mining or Construction

COMMENTS:

- FLOW REGIME** (At Time of Evaluation) (Check ONLY one box):

<input checked="" type="checkbox"/> Stream Flowing	<input type="checkbox"/> Moist channel, isolated pools, no flow (Intermittent)
<input type="checkbox"/> Subsurface flow with isolated pools (Interstitial)	<input type="checkbox"/> Dry channel, no water, (Ephemeral)

COMMENTS: Heavy precipitation and snowfall prior to performance of evaluation

- SINUOSITY** (Number of bends per 200 ft (61 m) of channel) (Check ONLY one box):

<input checked="" type="checkbox"/> None	<input type="checkbox"/> 1.0	<input type="checkbox"/> 2.0	<input type="checkbox"/> 3.0
<input type="checkbox"/> 0.5	<input type="checkbox"/> 1.5	<input type="checkbox"/> 2.5	<input type="checkbox"/> > 3

**STREAM GRADIENT ESTIMATE**☐ Flat (0.5 ft/100 ft) ☒ Flat to Moderate ☐ Moderate (2 ft/100 ft) ☐ Moderate to Severe ☐ Severe (10 ft/100 ft)

**Location / Stream Name:** Stream 1, PIR 609, Perry Township, Stark County

**Additional Stream Information (This Information Must Also Be Completed):**

QHEI PERFORMED? ☐ Yes ☒ No QHEI Score \_\_\_\_\_ (If Yes, Attach Completed QHEI Form)

**DOWNSTREAM DESIGNATED USE(S):** \_\_\_\_\_

☒ WWH Name: Nimishillen Creek Distance from Evaluated Stream \_\_\_\_\_  
☐ CWH Name: \_\_\_\_\_ Distance from Evaluated Stream \_\_\_\_\_  
☐ EWH Name: \_\_\_\_\_ Distance from Evaluated Stream \_\_\_\_\_

**MAPPING: ATTACH COPIES OF MAPS, INCLUDING THE ENTIRE WATERSHED AREA. CLEARLY MARK THE SITE LOCATION**

USGS Quad Name: \_\_\_\_\_ NRCS Soil Map Page: \_\_\_\_\_ NRCS Soil Map Stream Order: \_\_\_\_\_  
County: Stark Township/City: Perry

**MISCELLANEOUS**

Base Flow Conditions? (Y/N) N Date of Last Precipitation: \_\_\_\_\_ Quantity: \_\_\_\_\_

Photograph Information: See Attached

Elevated Turbidity? (Y/N) N Canopy (% open): 0% open

Were samples collected for water chemistry?(Y/N) N (Note lab sample no. or id. and attach results) Lab No.: \_\_\_\_\_

Field Measures: Temp (C) \_\_\_\_\_ Dissolved Oxygen (mg/l) \_\_\_\_\_ pH(S.U.) \_\_\_\_\_ Conductivity(pmhos/cm) \_\_\_\_\_

Is the sampling reach representative of the stream (Y/N)? Y If not, please explain: \_\_\_\_\_

Additional comments/description pollution impacts: \_\_\_\_\_

**BIOTIC EVALUATION**

Performed? (Y/N) \_\_\_\_\_ (If yes, Record all observations. Voucher collections optional. NOTE: all voucher samples must be labeled with the site ID Number. Include appropriate field data sheets from the Primary Headwater Habitat Assessment Manual)

Fish Observed? (Y/N) \_\_\_\_\_ Voucher? (Y/N) \_\_\_\_\_ Salamanders Observed? (Y/N) \_\_\_\_\_ Voucher? (Y/N) \_\_\_\_\_  
Frogs/Tadpoles Observed? \_\_\_\_\_ Voucher? (Y/N) \_\_\_\_\_ Aquatic Macroinvertebrates Observed? (Y/N) \_\_\_\_\_ Voucher?(Y/N) \_\_\_\_\_

Comments Regarding Biology: \_\_\_\_\_

**DRAWING AND NARRATIVE DESCRIPTION OF STREAM REACH (This must be completed):**

Include important landmarks and other features of interest for site evaluation and a narrative description of the stream's location.

**FLOW →**





# Primary Headwater Habitat Evaluation Form

HHEI Score (sum of metrics 1, 2, 3):

40

SITE NAME / LOCATION **Stream 2, PIR 609, Perry Township, Stark County**

SITE NUMBER \_\_\_\_\_ RIVER BASIN **Tuscarawas** Drainage Area (mi<sup>2</sup>) **0.15**

Length of Stream Reach ( **200 ft** ) Lat. **40.7522** Long. **81.4532** RIVER MILE \_\_\_\_\_

DATE **5/5/2011** SCORER **Judith Mitchell** COMMENTS \_\_\_\_\_

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for Instructions

STREAM CHANNEL ☐ NONE / NATURAL CHANNEL ☐ RECOVERED ☒ RECOVERING ☐ RECENT OR NO RECOVERY  
MODIFICATIONS:

1. **SUBSTRATE** (Estimate percent of every type of substrate present. Check ONLY two predominant substrate TYPE boxes (Max of 32). Add total number of significant substrate types found (Max of 8). Final metric score is sum of boxes A & B.

TYPE	PERCENT	TYPE	PERCENT
<input type="checkbox"/> <input type="checkbox"/> BLDR SLABS [16 pts]	_____	<input type="checkbox"/> <input type="checkbox"/> SILT [3 pts]	12%
<input type="checkbox"/> <input type="checkbox"/> BOULDER (>256 mm) [16 pts]	_____	<input type="checkbox"/> <input type="checkbox"/> LEAF PACK/WOODY DEBRIS [3 pts]	17%
<input type="checkbox"/> <input type="checkbox"/> BEDROCK [16 pts]	_____	<input type="checkbox"/> <input type="checkbox"/> FINE DETRITUS [3 pts]	_____
<input type="checkbox"/> <input type="checkbox"/> COBBLE (65-256 mm) [12 pts]	_____	<input type="checkbox"/> <input type="checkbox"/> CLAY or HARDPAN [0 pts]	_____
<input type="checkbox"/> <input type="checkbox"/> GRAVEL (2-64 mm) [9 pts]	3%	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> MUCK [0 pts]	60%
<input type="checkbox"/> <input type="checkbox"/> SAND (<2 mm) [6 pts]	8%	<input type="checkbox"/> <input type="checkbox"/> ARTIFICIAL [3pts]	_____

Total of Percentages of

(A)

(B)

Bldr Slabs, Boulder, Cobble, Bedrock = 0%

SCORE OF TWO MOST PREDOMINATE SUBSTRATE TYPES: **0**

TOTAL NUMBER OF SUBSTRATE TYPES: **5**

HHEI  
Metric  
Points

Substrate

Max = 40

5

A + B

2. **Maximum Pool Depth** (Measure the maximum pool depth within the 61 meter (200 ft) evaluation reach at the time of evaluation. Avoid plunge pools from road culverts or storm water pipes). (Check ONLY one box):

<input type="checkbox"/> >30 centimeters [20 pts]	_____	<input checked="" type="checkbox"/> >5 cm - 10 cm [15 pts]	_____
<input type="checkbox"/> >22.5 - 30 cm [30 pts]	_____	<input type="checkbox"/> <5 cm [5 pts]	_____
<input type="checkbox"/> >10 - 22.5 cm [25 pts]	_____	<input type="checkbox"/> NO WATER/MOIST CHANNEL [0 pts]	_____

Pool Depth

Max=30

15

COMMENTS: \_\_\_\_\_

MAXIMUM POOL DEPTH (centimeters) **8**

3. **BANK FULL WIDTH** (Measured as the average of 3-4 measurements) (Check ONLY one box):

<input type="checkbox"/> >4.0 meters (13' ) [30 pts]	_____	<input type="checkbox"/> >1.0 m - 1.5 m (>3'3"-4'8") [15 pts]	_____
<input type="checkbox"/> >3.0-4.0 m (>9' 7"-13' ) [25 pts]	_____	<input type="checkbox"/> ≤1.0 m (≤ 3'3") [5 pts]	_____
<input checked="" type="checkbox"/> >1.5-3.0 m (<9' 7"-4' 8") [20 pts]	_____		

Bankfull

Width

Max=30

20

COMMENTS: \_\_\_\_\_

AVERAGE BANKFULL WIDTH (meters) **1.8**

This information must also be completed.

**RIPARIAN ZONE AND FLOODPLAIN QUALITY** \*NOTE: River Left (L) and Right (R) as looking downstream.

**RIPARIAN WIDTH**

**(FLOODPLAIN QUALITY)**

L	R	(Per Bank)
<input type="checkbox"/>	<input type="checkbox"/>	Wide > 10 m
<input type="checkbox"/>	<input type="checkbox"/>	Moderate 5 - 10 m
<input type="checkbox"/>	<input type="checkbox"/>	Narrow < 5 m
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	None

L	R	(Most Predominant per Bank)
<input type="checkbox"/>	<input type="checkbox"/>	Mature Forest, Wetland
<input type="checkbox"/>	<input type="checkbox"/>	Immature Forest, Shrub or Old Field
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Residential, Park, New Field
<input type="checkbox"/>	<input type="checkbox"/>	Fenced Pasture

L	R	
<input type="checkbox"/>	<input type="checkbox"/>	Conservation Tillage
<input type="checkbox"/>	<input type="checkbox"/>	Urban or Industrial
<input type="checkbox"/>	<input type="checkbox"/>	Open Pasture, Row Crop
<input type="checkbox"/>	<input type="checkbox"/>	Mining or Construction

COMMENTS: \_\_\_\_\_

**FLOW REGIME** (At Time of Evaluation) (Check ONLY one box):

<input checked="" type="checkbox"/> Stream Flowing	<input type="checkbox"/> Moist channel, isolated pools, no flow (Intermittent)
<input type="checkbox"/> Subsurface flow with isolated pools (Interstitial)	<input type="checkbox"/> Dry channel, no water, (Ephemeral)

COMMENTS: Heavy precipitation and snowfall prior to performance of evaluation

**SINUOSITY** (Number of bends per 200 ft (61 m) of channel) (Check ONLY one box):

<input checked="" type="checkbox"/> None	<input type="checkbox"/> 1.0	<input type="checkbox"/> 2.0	<input type="checkbox"/> 3.0
<input type="checkbox"/> 0.5	<input type="checkbox"/> 1.5	<input type="checkbox"/> 2.5	<input type="checkbox"/> > 3

**STREAM GRADIENT ESTIMATE**

☐ Flat (0.5 ft/100 ft) ☒ Flat to Moderate ☐ Moderate (2 ft/100 ft) ☐ Moderate to Severe ☐ Severe (10 ft/100 ft)

**Location / Stream Name:** Stream 2, PIR 609, Perry Township, Stark County

**Additional Stream Information (This Information Must Also Be Completed):**

QHEI PERFORMED? ☐ Yes ☒ No QHEI Score \_\_\_\_\_ (If Yes, Attach Completed QHEI Form)

DOWNSTREAM DESIGNATED USE(S): \_\_\_\_\_

☐ WWH Name: Nimishillen Creek Distance from Evaluated Stream \_\_\_\_\_  
☐ CWH Name: \_\_\_\_\_ Distance from Evaluated Stream \_\_\_\_\_  
☐ EWH Name: \_\_\_\_\_ Distance from Evaluated Stream \_\_\_\_\_

**MAPPING: ATTACH COPIES OF MAPS, INCLUDING THE ENTIRE WATERSHED AREA. CLEARLY MARK THE SITE LOCATION**

USGS Quad Name: \_\_\_\_\_ NRCS Soil Map Page: \_\_\_\_\_ NRCS Soil Map Stream Order: \_\_\_\_\_  
County: Stark Township/City: Perry

**MISCELLANEOUS**

Base Flow Conditions? (Y/N) N Date of Last Precipitation: \_\_\_\_\_ Quantity: \_\_\_\_\_

Photograph Information: See Attached

Elevated Turbidity? (Y/N): N Canopy (% open): 0% open

Were samples collected for water chemistry?(Y/N) N (Note lab sample no. or id. and attach results) Lab No.: \_\_\_\_\_

Field Measures: Temp (C) \_\_\_\_\_ Dissolved Oxygen (mg/l) \_\_\_\_\_ pH(S.U.) \_\_\_\_\_ Conductivity(pmhos/cm) \_\_\_\_\_

Is the sampling reach representative of the stream (Y/N)? Y If not, please explain: \_\_\_\_\_

Additional comments/description pollution impacts: \_\_\_\_\_

**BIOTIC EVALUATION**

Performed? (Y/N) \_\_\_\_\_ (If yes, Record all observations. Voucher collections optional. NOTE: all voucher samples must be labeled with the site ID Number. Include appropriate field data sheets from the Primary Headwater Habitat Assessment Manual)

Fish Observed? (Y/N) \_\_\_\_\_ Voucher? (Y/N) \_\_\_\_\_ Salamanders Observed? (Y/N) \_\_\_\_\_ Voucher? (Y/N) \_\_\_\_\_

Frogs/Tadpoles Observed? \_\_\_\_\_ Voucher? (Y/N) \_\_\_\_\_ Aquatic Macroinvertebrates Observed? (Y/N) \_\_\_\_\_ Voucher?(Y/N) \_\_\_\_\_

Comments Regarding Biology: \_\_\_\_\_

**DRAWING AND NARRATIVE DESCRIPTION OF STREAM REACH (This must be completed):**

Include important landmarks and other features of interest for site evaluation and a narrative description of the stream's location.

FLOW →



November 15, 2011

**BY E MAIL**

Brian Mitch  
Environmental Review Manager  
Ohio Department of Natural Resources  
Environmental Services Section  
2045 Morse Rd., Building F-3  
Columbus, OH 43229-6693

**Re: East Ohio Gas Company – Pipeline Infrastructure Replacement Program  
Ohio Endangered Species Consultation  
PIR 609 – L#2472 Pipeline Replacement Project**

Dear Mr. Mitch:

Please review the following information regarding the East Ohio Gas (EOG) PIR 609 Pipeline Replacement Project. It is necessary to re-initiate coordination with the Ohio Department of Natural Resources because the design of the project has changed. To assist with your review of the project, site maps and photographs are enclosed.

**Project Purpose and Location**

The EOG PIR 609 project involves replacing approximately 7,298 linear feet of existing bare steel high pressure pipe within 30 feet of the center line of the road. The line being replaced is up to 12 inches in diameter. The latitude and longitude coordinates for the center point of PIR 609 are 41.76157 N and -81.45757 W. The project area is indicated on the USGS 7.5-minute map, Canton West quadrangle located in Attachment A. Representative photographs of the site are included in Attachment B.

**Site Description**

The project area was surveyed on May 5, 2011. The survey area includes the PIR 609 project area right-of-way (ROW) and areas immediately adjacent to the ROW. This survey was performed to collect information on potential wetlands, streams, and bat habitat. The study site is located within a residential, recreational, and agricultural development with land cover of mowed grass, pavement, and cultivated farm fields.

A wetland is located near the center of PIR 609 and extends off-site, draining to the east. This wetland is regularly mowed through the easement area, has had filling and grading, and has been dredged to create an open water area offsite to the east. A representative photograph of the on-site wetland is included in Attachment B.

Two streams were identified within the project area. Stream 1 drains through a residential development. The stream is mowed to the banks and is not shaded. Stream 2 flows adjacent to a railroad track and is surrounded by shrubby vegetation. Both of these streams are small and have been channelized. The flow in these waterways is intermittent and have watersheds under one square mile. These streams drain east and eventually empty into Nimishillen Creek. Photographs of these streams are included in Attachment B.

To install the pipeline for this project, it is necessary to temporarily impact Streams 1 and 2 and the wetland. Following installation of the pipeline, the disturbed areas will be restored to pre-existing grade and the streambanks will be stabilized and re-vegetated. All Best Management Practices will be utilized to minimize sedimentation and erosion. No permanent impacts to these water resources will occur with the installation of pipeline for this project.

**Request for Concurrence**

Considering the information above, we are requesting concurrence from ODNR that the PIR 609 project is not likely to adversely affect state-listed wildlife and have minimal potential for significantly impacting natural areas with ecological and/or geological significance.

A timely response is respectfully requested to ensure compliance relative to state-listed endangered species prior to initiating activities. An email response would be greatly appreciated. Please send the email to Judith Box at [Judith.Box@dom.com](mailto:Judith.Box@dom.com). If you have any questions or need additional information, please contact Judith Box at (330) 664-2579.

Sincerely,

A handwritten signature in blue ink that reads "Sam Mathew".

Sam Mathew, P.E.  
Manager, Gas Environmental Services

Attachments:

Cc: Judith Box, Dominion



November 15, 2011

**BY FED-EX**

David Henry  
United States Fish and Wildlife Service  
Ecological Services Field Office  
4625 Morse Road, Suite 104  
Columbus, Ohio 43230

**Re: East Ohio Gas Company – Pipeline Infrastructure Replacement Program  
Section 7 Endangered Species Act Consultation  
PIR 609, L#2472, Perry Township, Stark County**

Dear Mr. Henry:

Please review the following information regarding the East Ohio Gas (EOG) PIR 609 Pipeline Replacement Project. To assist with your review of the project, site maps and photographs are enclosed. We are requesting concurrence that this project is not likely to adversely affect any federally listed threatened or endangered species.

**Project Purpose and Location**

The EOG PIR 609 project involves replacing approximately 7,298 linear feet of existing bare steel high pressure pipe within 30 feet of the center line of the road. The line being replaced is up to 12 inches in diameter. The latitude and longitude coordinates for the center point of PIR 609 are 41.76157 N and -81.45757 W. The project area is indicated on the USGS 7.5-minute map, Canton West quadrangle located in Attachment A. Representative photographs of the site are included in Attachment B.

**Site Description**

The project area was surveyed on May 5, 2011. The survey area includes the PIR 609 project area right-of-way (ROW) and areas immediately adjacent to the ROW. This survey was performed to collect information on potential wetlands, streams, and bat habitat. The study site is located within a residential, recreational, and agricultural development with land cover of mowed grass, pavement, and cultivated farm fields.

A wetland is located near the center of PIR 609 and extends off-site, draining to the east. This wetland is regularly mowed through the easement area, has had filling and grading, and has been dredged to create an open water area offsite to the east. A representative photograph of the on-site wetland is included in Attachment B.



Two streams were identified within the project area. Stream 1 drains through a residential development. This stream is mowed to the banks and is not shaded. Stream 2 flows adjacent to a railroad track and is surrounded by shrubby vegetation. Both of these streams are small and have been channelized. The flow in these waterways is intermittent and both have watersheds under one square mile. These streams drain east and eventually empty into Nimishillen Creek. Photographs of these streams are included in Attachment B.

To install the pipeline for this project, it is necessary to temporarily impact Streams 1 and 2 and the wetland. Following installation of the pipeline, the disturbed areas will be restored to pre-existing grade and the streambanks will be stabilized and re-vegetated. All Best Management Practices will be utilized to minimize sedimentation and erosion. No permanent impacts to these water resources will occur with the installation of pipeline for this project.

#### **Federally Listed Species within Stark County**

Federally listed species within Stark County are the federally endangered Indiana bat (*Myotis sodalis*) and the federally endangered Eastern massasauga (*Sistrurus catenatus*).

- Summer roosting habitat for the Indiana bat includes large trees that contain characteristics such as exfoliating bark, dead wood, crevices, and cavities. To support a maternity colony, trees with these habitat features need to have good solar exposure. Indiana bats tend to inhabit trees at the edges of woodlots and along watercourses where they can travel and forage. The project area was evaluated for trees that could provide habitat for the Indiana bat. No trees were identified that have characteristics that may potentially provide habitat and/or support maternity roosts for the bat.
- The eastern massasauga may be found in marshy areas. The wetland on this area is dominated by emergent, marshy vegetation but is regularly mowed. Because this area is regularly disturbed, the eastern massasauga would not be expected to occur in or near this disturbed, maintained right-of-way and therefore no impacts to this species would be anticipated from this minor project.

#### **Summary**

We are requesting concurrence from the U.S. Fish and Wildlife Service that the proposed EOG Pipeline Replacement Project is not likely to adversely affect any federally listed threatened or endangered species in the project area. This project is scheduled to begin Mid 2012. Therefore, a timely response is requested to ensure compliance with the ESA prior to initiating activities.

Please forward your response at the earliest possible convenience to the attention of:

Judith Box, Environmental Engineer  
320 Springside Dr., Suite 320  
Akron, OH 44333  
[Judith.Box@dom.com](mailto:Judith.Box@dom.com)

If you have any questions or need additional information please contact Judith Box at (330) 664-2579.

Sincerely,

A handwritten signature in blue ink that reads "Sam Mathew". The signature is written in a cursive style and is underlined.

Sam Mathew, P.E.  
Manager, Gas Environmental Services

Attachments

Cc: Judith Box, Dominion



## 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 28, 2011



Tails: 03E15000-2012-TA-0142

Judith Box  
Dominion Resources Services  
320 Springside Drive, Suite 320  
Akron, OH 44333

Re: East Ohio Gas Company  
PIR – 609 L#4272  
Perry Township, Stark County, Ohio.

Dear Ms. Box:

We have received your recent correspondence requesting information about the subject proposal. There are no Federal wilderness areas, wildlife refuges or designated critical habitat within the vicinity of the project area. We recommend that proposed activities minimize water quality impacts, including fills in streams and wetlands. Best management practices should be utilized to minimize erosion and sedimentation.

**ENDANGERED SPECIES COMMENTS:** Due to the project type, size, and location, we do not anticipate any impact on federally listed endangered, threatened, or candidate species, or their habitats. Should the project design change, or during the term of this action, 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, consultation with the Service should be initiated to assess any potential impacts.

If you have additional questions or require further assistance with your project proposal, please contact David Henry at the following number (614) 416-8993 x27. He would be happy to discuss the project in further detail with you and provide additional assistance if necessary. In addition, you can find more information on natural resources in Ohio by visiting our homepage at: <http://www.fws.gov/midwest/ohio>.

Sincerely,

Mary Knapp, Ph.D.  
Field Supervisor



December 27, 2011

**BY FED-EX**

Ginger Mullins  
Regulatory Chief  
U.S. Army Corps of Engineers  
502 Eighth Street  
Huntington, West Virginia 25701

**Re: East Ohio Gas Company, Pipeline Infrastructure Replacement Program**  
**Pre-Construction Notification**  
**PIR 609 – L#2472, Perry, Stark County, Ohio**

Dear Ms. Mullins:

Enclosed please find two copies of the *Application for Department of the Army Permit* for the East Ohio Gas (EOG) PIR 609 – L#2472 project requesting coverage under Nationwide Permit 12. The PIR 609 project area includes 30 feet on either side of the gas line and extends from Route 30/Route 62 on the north to south of Faircrest Street SW. This pipeline project involves replacing approximately 7,298 linear feet of existing bare steel high pressure pipe within the existing 60-foot-wide easement. The line being replaced is up to 12 inches in diameter.

A field survey was conducted within the project area on May 5, 2011. One wetland, Wetland A, and two small, intermittent streams, Streams 1 and 2, were found within the project area of PIR 609. These water resources flow east and eventually empty into Nimishillen Creek. The project will result in temporary impacts of 0.013 of an acre of wetland and 10 linear feet of the streams. Approximately 114.2 cubic yards of clean onsite fill will be discharged into these water resources to allow for the replacement of pipeline within the existing easement area of PIR 609.

To assist with your review of the project, supporting documentation enclosed includes the following:

- Project Site Plan Maps
- Water Resource Determination Report
- Preliminary JD Form
- Typical Construction Drawings

This project is scheduled to begin in June, 2012. Therefore, a timely response is requested to ensure compliance with the USACE NWP conditions prior to initiating activities.

Please forward your response at the earliest possible convenience to the attention of:

Greg Eastridge  
Environmental Specialist  
320 Springside Dr., Suite 320  
Akron, OH 44333  
[Gregory.K.Eastridge@dom.com](mailto:Gregory.K.Eastridge@dom.com)

If you have any questions or need additional information please contact Greg Eastridge at (330) 664-2576.

Sincerely,

  
Sam Mathew

Sam Mathew, P.E.  
Manager, Gas Environmental Services

Enclosures:

Cc: Greg Eastridge, Dominion





18. Nature of Activity (Description of project, include all features)

It is proposed to replace 7,298 linear feet of 12 inch natural gas pipeline within the existing utility easement of the project area of PIR 609. To replace the pipeline, the existing steel pipeline will be removed and a 12 inch plastic pipe will be replaced in a five foot wide, six foot deep trench. Following pipe installation, pre-construction contours will be restored. See additional sheets for details.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

This project is being implemented under East Ohio Gas Company's Pipeline Infrastructure Replacement (PIR) Program, a multiyear, proactive program to repair and maintain East Ohio Gas distribution and transmission pipelines in Ohio. The purpose of the PIR 609 project is to replace the existing line with corrosion protected pipe to maintain the integrity and reliability of the pipe thus improving the safety of the PIR 609 pipeline.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

To replace the pipe for this project, it is necessary to open cut through the water resources within the pipeline easement. As a result, temporary impacts to Streams 1 and 2 and Wetland A will occur. See additional sheets for details.

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
114.2 cubic yards	of earthen fill	

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres 0.013 ac. of Wetland A  
Or  
Linear Feet 10 lf of Streams 1 and 2

23. Description of Avoidance, Minimization, and Compensation (see instructions)

Construction will be limited to a 5-foot wide trench within the existing easement which is necessary to install the new pipeline. All impacts to Streams 1 and 2 and the wetland will be temporary. After installation of the new pipeline, grades will be restored to pre-construction contours. See additional sheets for details.

24. Is Any Portion of the Work Already Complete? Yes ☐ No ☒ IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

Address - Available upon request.

City - State - Zip -

26. List of Other Certifications or Approvals/Denials Received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
Ohio EPA	Hydrostatic Test Water NOI	Pending			
USFWS	Threatened & End Species	Pending	11/16/11		
ODNR	Threatened & End Species	Pending	11/16/11		

\* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for a permit or permits to authorize the work described in this application. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

  
SIGNATURE OF APPLICANT

12/21/2011  
DATE

  
SIGNATURE OF AGENT

12/27/11  
DATE

The application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**Preconstruction Notification for Nationwide Permit #12 – Utility Line Activities  
East Ohio Gas Company Pipeline Infrastructure Replacement Program**

**PIR 609, L#2472  
Perry Township, Stark County, Ohio**

**Application Eng Form 4345: Additional Information**

**BLOCK 18 – Nature of Activity**

Location maps showing the pipeline sections to be replaced are provided in Attachment A. The pipeline replacement and construction activities will occur within the 60-foot wide easement, with the exception of some additional temporary workspace located adjacent to the easement area. The lift-and-lay construction activities will require soil disturbance within the easement to accommodate areas for trench excavation, side-cast spoil, and temporary storage of the new and removed pipe. All work shall be performed within these authorized limits of disturbance.

Typically, a trench will be excavated to remove the old pipeline and to allow 3 to 5 feet of cover over the new pipeline after installation and backfilling. Separation of the topsoil from the subsoil will be performed at water bodies, residential properties, and agricultural lands. The backfill material that will be returned to the trench will consist of the same material removed from the trench, to the extent practicable. Excess soil will be spread onsite, with the exception of agricultural land, in or near wetlands, floodplains, streams, drainage ways, or other environmentally sensitive areas. Following pipeline installation, all disturbed areas will be returned to their original slope and contour, stabilized, and seeded. However, the wetlands will not be seeded as the existing seedbank will provide for natural revegetation. These efforts will provide a permanent herbaceous cover to stabilize the disturbed soils. Temporary erosion controls will be maintained until this permanent cover is established.

New impervious surfaces will not be created. The majority of areas that will be affected are located within the existing easement corridor. Although the project is located entirely within the easement where the vegetation is regularly maintained as mowed grass, some tree clearing may be required of trees within or adjacent to the easement. No permanent filling of wetlands or waterbodies will occur.

**BLOCK 19 – Project Purpose**

The work for this project is focused on specific individual pipeline segments that have been selected for replacement based on pipe viability, location, and potential impacts to natural resources. The purpose of this project is to improve and secure the integrity of the existing pipeline so as to ensure the safety of this natural gas distribution facility. To attain this purpose and improve the safety of this pipeline, the bare steel portions of this utility line will be replaced with corrosive resistant, coated steel or plastic. The approximate start date for the PIR 609 pipeline segment is scheduled for June, 2012, and project completion is anticipated in late 2012.



**BLOCK 20 – Reason(s) for Discharge**

Replacement of the pipeline cannot occur without discharge into waters of the United States, i.e., Streams 1, 2, and Wetland A. The project impacts are temporary and will not result in any permanent loss of stream length or wetland area. No permanent relocation of wetlands or waterbodies is planned. There will be no permanent changes in grade, ground surface material, waterway drainage, or wetland contours, as all areas disturbed by the project will be restored to pre-construction condition. The construction activities involve the temporary excavation and placement of discharged, excavated material within a 5-foot wide construction corridor through Streams 1 and 2 and Wetland A. The reason for the temporary discharge into these water resources is to replace the existing bare steel pipeline that is located within the existing utility easement.

**BLOCK 21 – Type(s) of Material Being Discharged and the Amount of Each in Cubic Yards**

The type of material to be discharged is associated with the existing substrate of the streams and the wetland. Soils disturbed during trench excavation will be replaced within the trench once work activities are complete. The backfill material that will be returned to the trench will consist of the same material removed from the trench, to the extent practicable. A description of the soils within the project area is provided in the attached Water Resource Determination Report (Attachment B; Appendix E).

The amount of temporary discharge material will correspond to the excavation trench. Typically, the trench will be excavated to facilitate removal of the old pipeline and to allow 3 to 5 feet of cover over the new pipeline after installation and backfilling. Separation and restoration of the topsoil from the subsoil will be performed at wetlands, residential properties, and agricultural lands. Streambed substrate will be separated from the subsoil and backfilled last to minimize impact. The type of materials being discharged will be clean earthen fill as a result of excavating the 6 feet deep by 5 feet wide trench. The total length of pipe trench that will be excavated through Streams 1 and 2 is 10 linear feet. The total area of pipe trench that will be excavated through Wetland A will be 0.013 acres. The total amount of discharge that will occur as a result of temporary side casting of soils is 114.2 cubic yards. All activity within water resources will be confined to the easement area. The water resources impact analyses are listed on the following pages in Tables 1 and 2.

**BLOCK 22 – Surface Area in Acres of Wetlands or Other Waters Filled**

Impacts from excavation to replace the bare steel pipeline with corrosion-resistant pipe include temporary disturbance of the banks and bottom of waterbodies and wetlands. The proposed project will cross through two intermittent streams and one wetland with an excavation width of 5 feet. Photographs of the streams and wetland are included in the attached Water Resource Determination Report (Attachment B, Appendix G.).

Project construction activities (e.g., mowing/clearing, grading, trench excavation, spoil storage, backfilling, and restoration) will expose bare soils and increase the potential for erosion and sedimentation. The excavation of the trench will be done using a back-hoe tractor. Best Management Practices (BMPs) will be implemented throughout construction to minimize stormwater runoff, soil erosion, the transport of sediments from the construction area, and to protect surface waters and wetlands located in and adjacent to the project area.

Additionally, the EOG contractors will comply with BMPs for work in wetlands and waterbodies, including the provisions of NWP #12 and General and Ohio Conditions as follows:

- The top 6 to 12 inches of topsoil will be segregated and kept separate from subsoil during trenching. The topsoil will be replaced on top during backfilling.
- If material from trench excavation is sidecast into waters of the United States, it will be placed so that it is not dispersed by currents or other forces and it will be backfilled or removed in less than the three-month limit imposed by 401 WQC General Limitations and Conditions.
- The trench will be backfilled in such a manner as to avoid draining waters of the United States.
- Exposed slopes and stream banks will be stabilized immediately upon completion of the work at each waterbody.
- EOG will use existing access routes and the EOG gas line easement for access to the construction sites. Equipment traveling across waterbodies and saturated wetlands along the easement access routes will use mats or bridges across the ground/resource as needed to protect the resource from unnecessary disturbance. These mats or bridges will be removed upon completion of the construction work.
- Use of access roads will be limited to the minimum width necessary.
- No filling of wetlands or waterbodies will occur for any part of the project (including access roads), and no permanent impacts will result.

**Table 1. Wetland Impact Analysis Table.**

<i>Wetland</i>	<i>Wetland Area (within 60' easement)</i>	<i>Land Cover</i>	<i>Connectivity to Waters of U.S.</i>	<i>ORAM</i>	<i>Category</i>	<i>Impact* Area</i>	<i>Crossing Method</i>
A	0.155 ac	Wet meadow	Non-Isolated	38.5	Modified 2	0.013 ac.	Trench cut

\*All impacts will be temporary and all grades will be returned to preconstruction contours.

**Table 1. Stream Impact Analysis Table.**

<i>Stream</i>	<i>Stream Length (within 60' Easement)</i>	<i>Flow Regime</i>	<i>Substrate Type(s)</i>	<i>OHWM Width</i>	<i>Impact* Length</i>	<i>Impact* Area</i>	<i>Crossing Method</i>
1	64 lf	Intermittent	Sand, gravel	6.0 ft.	6 lf	0.0007 ac.	Trench cut
2	62 lf	Intermittent	Muck	3.9 ft.	4 lf	0.0005 ac.	Trench cut
Total	126 lf				10 lf	0.0012 ac.	

\*All impacts will be temporary and all grades will be returned to preconstruction contours.

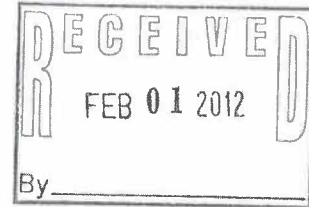




REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
HUNTINGTON DISTRICT, CORPS OF ENGINEERS  
502 EIGHTH STREET  
HUNTINGTON, WEST VIRGINIA 25701-2070

JAN 30 2012



Operations and Readiness Division  
Regulatory Branch  
LRH-2012-00016-TUS-UnTrib Nimishillen Creek

Mr. Greg Eastridge  
East Ohio Gas Company  
320 Springside Drive, Suite 320  
Akron, Ohio 44333

Dear Mr. Eastridge:

I refer to the information you submitted regarding your proposal to replace approximately 7,298 linear feet of natural gas pipeline in Perry Township, Stark County, Ohio. This proposal is referred to as PIR609-L#2472. The proposed project would include the replacement of the existing bare steel line. Implementation of the proposal would impact 0.013 acres of one wetland and 10 linear feet of two streams. You have indicated the proposed impacts would be temporary and the affected wetland and streams would be restored to pre-construction conditions upon completion of construction.

The Corps of Engineers authority to regulate waters of the United States is based, in part, on the definitions and limits of jurisdiction contained in 33 CFR 328 and 33 CFR 329. Section 404 of the Clean Water Act requires that a Department of the Army permit be obtained prior to the discharge of dredged or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 requires that a Department of the Army permit be obtained for any work in, on, over or under a navigable water.

You have requested we provide a preliminary jurisdictional determination (PJD) for the aquatic resources that would be impacted by this project. Our December 2, 2008 headquarters guidance entitled "Revised Guidance on Clean Water Act Jurisdiction Following the U.S. Supreme Court Decision in *Rapanos v. United States* and *Carabell v. United States*" was followed in the final verification of Clean Water Act jurisdiction.

Based on a review of the information provided and other information available to us, this office has determined the identified streams and wetland **may** be jurisdictional waters of the United States. This determination has been made in accordance with the Regulatory Guidance Letter for Jurisdictional Determinations issued by the U.S. Army Corps of Engineers on June 26, 2008 (RGL No. 08-02). As indicated in the guidance, this PJD is non-binding and cannot be

appealed (33 C.F.R. 331.2) and only provides a written indication that waters of the U.S, including wetlands, may be present on-site.

You have declined to exercise the option to obtain an approved JD in this instance and at this time. For the purposes of the determination of impacts, compensatory mitigation, and other resource protection measures for activities that require authorization from this office, the stream and wetlands described in the attached PJD will be evaluated as if they are waters of the United States.

Attached please find two copies of the PJD. If you agree with the findings of this PJD and understand your options regarding the same, please sign and date one copy of the form and return it to this office within 30 days of receipt of this letter. You should submit the signed copy to the following address:

Ms. Susan Fields (LRH-2012-00016-TUS-UnTrib Nimishillen Creek)  
U.S. Army Corps of Engineers, Huntington District  
502 8th Street  
Huntington, West Virginia 25701

I also refer to the pre-construction notification you have submitted for the proposed project. You have requested authorization from the Department of the Army to discharge fill material into approximately 0.013 acres of one emergent wetland, Wetland A, 6 linear feet of Stream 1 and 4 linear feet of Stream 2. Based on the submitted information, it has been determined the proposed stream and wetland impacts associated with the proposed pipeline maintenance project meet the criteria for Nationwide Permit Number (NWP) #12 (attached) under the March 12, 2007 Federal Register, Notice of Reissuance of Nationwide Permits (72 FR 11092) provided you comply with all terms and conditions of the enclosed material. A copy of this NWP can be found on our website at <http://www.lrh.usace.army.mil/permits/>.

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit.

Please be aware this nationwide permit authorization does not obviate the requirement to obtain other Federal, state or local authorizations required by law. A copy of this NWP and verification letter must be supplied to your project engineer responsible for construction activities. A copy of the verification letter must be kept at the site during construction. Upon completion of the work, the attached certification must be signed and returned to this office.

If you have any questions concerning the above, please contact Ms. Susan A. Fields at (304) 399-5610 or by email at [Susan.A.Fields@usace.army.mil](mailto:Susan.A.Fields@usace.army.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Berkes". The signature is stylized with a large, looped "R" and a cursive "Berkes".

Richard Berkes  
Regulatory Project Manager  
Energy Resource Section

Enclosures

CF: (w/out encls)  
Ms. Judith Mitchell  
Davey Resource Group  
1500 North Mantua Street  
P.O. Box 5193  
Kent, OH 44240

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**4/4/2012 4:34:36 PM**

**in**

**Case No(s). 12-1146-GA-BLN**

Summary: Letter of Notification for Dominion East Ohio's PIR-609 (L#2472) Part 2  
electronically filed by Teresa Orahoud on behalf of Dominion East Ohio Gas