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April 29, 2016

Via Electronic Filing

Ms. Barcy McNeal
Administration/Docketing
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215

**Re: Dominion East Ohio Letter of Notification Application for PIR #541
Village of Dennison & Union Township, Tuscarawas County, Ohio,
OPSB Case No. 16-651-GA-BNR**

Dear Ms. McNeal:

On April 28, 2016, the Ohio Power Siting Board ("OPSB") Staff issued a Report of Investigation approving the Letter of Notification subject to a number of conditions. Within this set of conditions, Condition No. 1 requires Dominion East Ohio ("DEO") to obtain all applicable permits and authorizations as required by federal and state entities for any activities where such permit or authorization is required.

In compliance with Condition No. 1, and as agreed to by DEO in its Second Supplement filed April 29, 2016, attached is a copy of the Village of Dennison work permit, and the Union Township Road Use and Maintenance Agreement for Gas Main Replacement.

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

Sincerely,

Sally W. Bloomfield

Attachments

Cc: Ashton Holderbaum (w/Attachments)

TO PERSONS OR PROPERTY DUE TO OR RESULTING FROM ANY WORK DONE UNDER THIS PERMIT.

Any expense of the Village of Dennison, Ohio which may occur as a result of this project, including necessary inspection, shall be billed to Permit holder by the Village of Dennison, Ohio, and Permit holder agrees to pay such expense.

THIS PERMIT GIVES ONLY THE RIGHTS THAT ARE UNDER THE CONTROL OF THE VILLAGE OF DENNISON, OHIO, AND IS NOT A GUARANTEE BY THE VILLAGE OF DENNISON, OHIO THAT ANY OTHER PERMITS, RIGHT-OF-WAYS OR EASEMENTS ARE NOT NEEDED. PERMIT HOLDER AGREES TO INDEMNIFY THE VILLAGE OF DENNISON, OHIO FROM ANY AND ALL CLAIMS OF OTHER PERSONS OR ENTITIES IN REGARD TO INTERFERENCE OR DAMAGE WITH ANY OTHER PERMIT RIGHTS, RIGHTS-OF-WAY OR EASEMENTS.

Permit holder agrees to comply with all the conditions, restrictions and regulations as described herein above.

THE VILLAGE OF DENNISON, OHIO:

By: Jeffrey W. Deppen Mayor

Date: 1/25/16

VILLAGE OF DENNISON, OHIO
TUSCARAWAS COUNTY, OHIO

WORK PERMIT AGREEMENT

Subject to all of the terms, conditions, and restrictions printed or written below,
permission is hereby granted to: Dominion East Ohio
to complete the following project: abandoning 3,665 Feet of Hp pipe and
Replacing approximately 1,266 Feet of existing Hp with 5,515 ft
of HP FBE STL. The work will take place on Woodland Ave.
and McCook Ave.

Any line installed pursuant to this Agreement shall be marked with permanent markers and the casing shall extend through the ditch areas. The line shall be installed at a minimum of 42" below the surface, except that the line shall be installed at a minimum of 30" below ditch grade, with the Village of Dennison, Ohio having final approval of such depth requirement.

Where possible, all utilities shall be installed within 5 feet of the outer right-of-way limits.

At the time of requesting a permit, the requesting party must provide to a satisfactory depiction and description of the job to be completed and the area to be utilized for the project. The Village of Dennison, Ohio shall have the right to review such depiction and description prior to granting the requested permit.

All work herein contemplated shall be done under the supervision and to the satisfaction of the Village of Dennison, Ohio, and the entire expense thereof shall be borne by the party or parties to whom this permit is issued. **NOTIFICATION OF WORK TO BE PERFORMED IN ACCORDANCE WITH THIS PERMIT SHALL BE GIVEN TO THE VILLAGE OF**

DENNISON, OHIO AT LEAST 24 HOURS PRIOR TO COMMENCEMENT OF WORK.

If, in the process of any future work it becomes necessary, in the opinion of the Village of Dennison, Ohio to order the removal, reconstruction, relocation or repair of any of the fixtures or work performed under this Permit, said removal, reconstruction, relocation or repair shall be wholly at the expense of the Permit holders thereof and be made as directed by the Village of Dennison, Ohio. If, in the future, the Village of Dennison, Ohio initiates construction work, including utility installation, in the area of this Permit location, the Permit holder shall be responsible for any required hand-excavating and exposing of the utility line covered by this Permit. The Village of Dennison, Ohio and its agents will exercise due caution in its work, but the owners of the utility will be responsible for repairs due to the inadvertent damage to the utility line caused by the Village of Dennison, Ohio and/or its agents.

At all times during the progress of work, adequate protection and passage shall be provided by the Permit holder for the traveling public. Not more than one-half of the traveled roadway shall be closed at one time; such barriers shall be erected and maintained as may be necessary for the protection of the traveling public; the same shall be properly lighted at night; The Village of Dennison, Ohio shall have final approval of the types and amounts of such barriers erected and maintained by the Permit holder.

THE PARTY OR PARTIES TO WHOM THIS PERMIT IS ISSUED SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL DAMAGES TO PERSONS OR PROPERTY DUE TO OR RESULTING FROM ANY WORK DONE UNDER THIS PERMIT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF PERMIT HOLDER. PERMIT HOLDER AGREES TO INDEMNIFY THE VILLAGE OF DENNISON, OHIO FROM ANY AND ALL CLAIMS FOR ANY AND ALL DAMAGES

**TO PERSONS OR PROPERTY DUE TO OR RESULTING FROM ANY WORK DONE
UNDER THIS PERMIT.**

Any expense of the Village of Dennison, Ohio which may occur as a result of this project, including necessary inspection, shall be billed to Permit holder by the Village of Dennison, Ohio, and Permit holder agrees to pay such expense.

**THIS PERMIT GIVES ONLY THE RIGHTS THAT ARE UNDER THE
CONTROL OF THE VILLAGE OF DENNISON, OHIO, AND IS NOT A GUARANTEE
BY THE VILLAGE OF DENNISON, OHIO THAT ANY OTHER PERMITS, RIGHT-
OF-WAYS OR EASEMENTS ARE NOT NEEDED. PERMIT HOLDER AGREES TO
INDEMNIFY THE VILLAGE OF DENNISON, OHIO FROM ANY AND ALL CLAIMS
OF OTHER PERSONS OR ENTITIES IN REGARD TO INTERFERENCE OR
DAMAGE WITH ANY OTHER PERMIT RIGHTS, RIGHTS-OF-WAY OR
EASEMENTS.**

Permit holder agrees to comply with all the conditions, restrictions and regulations as described herein above.

THE VILLAGE OF DENNISON, OHIO:

By: _____

Date: _____

PERMIT HOLDER

By: Nicholas R Justus

Date: 1/21/2016

**Union Township, Tuscarawas County, Ohio
Roadway Use and Maintenance Agreement
For Gas Main Replacement**

This Agreement, is entered into at Union Township, Ohio between Union Township, Tuscarawas County, Ohio a political subdivision, whose mailing address is PO Box 202, 2360 Roxford Church Rd SE, Dennison, Ohio (hereafter "Authority" or "Township") and **The East Ohio Gas Company d/b/a Dominion East Ohio**, an Ohio Corporation, whose address is 320 Springside Drive, Suite 320, Akron, Ohio 44333 (hereafter "Operator") and shall be as follows:

RECITALS

Whereas, Authority has control of the Township roads within Union Township in Tuscarawas County, Ohio and is required to keep such roads in good repair by law; and

Whereas, Operator is replacing a gas main, stations, equipment and appurtenances (collectively hereafter "Gas Main") and intends said Gas Main to pass through the Township and through or under Penn Road.

Whereas, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said Penn Road and bridges thereon as a result of laying said gas main.

Therefore, in consideration of good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the Operator agrees to the maintenance and repair of said roads and bridges, to their preexisting condition prior to the Gas Main Activity and for any damage caused by the Gas Main Activity on roads throughout the Township.

Further, Operator shall also provide the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Gas Main Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by the engineer provided by the Operator with the approval of the Authority to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

OPERATOR AND AUTHORITY FURTHER AGREE to the following additional terms and conditions:

1. The portion of Penn Rd to be utilized by Operator hereunder, is that exclusive portion. This represents the full length of Penn Rd in Union Township (Hereafter "Route")

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and /or upgrading by the Operator's engineer in conjunction with the Authority shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Gas Main Activity by Operator, at Operator's sole expense, and with the advice and approval of the Authority as detailed Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Gas Main Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator's engineer and the Authority. The maintenance of the aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator of the Operator's contractor's and/or agents.
3. Either the Operator or the Authority may terminate this Agreement with just cause, following at least thirty (30) days written notice to the other of its intent to terminate. As soon as practicable after receipt of such notice, the Authority and the Operator shall inspect said road and bridges and their appurtenances. Following final inspection, the Operator and Authority shall meet, and all restoration resulting from Operator's Gas Main Activity shall be identified and thereafter completed by Operator, at Operator's sole expense. Following the completion of all restoration work, this Agreement shall be terminated and of no further force and effect.
4. Unless accepted for the reasons provided below, prior to the Gas Main Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Gas Main Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) total. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the Gas Main Activity.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on the analysis, an Operator and Authority-approved maintenance plan for the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator with in the Authority's oversight. The bond shall be in compliance with the Ohio Law and cover the duration of the completion of the project.

5. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit. Compliance with this RUMA shall entitle the Operator to obtain the necessary operating permit from the Authority.
6. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
7. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interest of safety, Then Operator shall provide for signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator, and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
8. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Gas Main Activity whatsoever.
9. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
10. This agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
11. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
12. Agreement shall be governed by the laws of the State of Ohio.
13. This Agreement shall be in effect on _____
14. In the event of a conflict between the terms of Appendix A and the RUMA Agreement, the terms of the Appendixes shall control.

15. Sections 8 and 9 of the Agreement are intended to cover only those matters resulting from the failure of Operator to perform its obligations under this RUMA.

Approval Page

Executed in duplicate on the dates set forth below:

Authority

Operator

By: Joseph J. Martinelli
Joseph Martinelli, Trustee

By: _____

By: Ronald Carman
Ronald Carman, Trustee

Printed: _____

By: Matt Liggett
Matt Liggett, Trustee

Company: _____

Title: _____

Dated: 2/26/16

Dated: _____

Appendix A

Operator shall be required to:

- 1) Provide for videotaping of the road prior to the Gas Main Activity.
- 2) Engineering/geotechnical reports will not be required for this RUMA.
- 3) If an Upgrade of Penn Road is needed, it will be done in accordance with approved plans from the Tuscarawas County Engineers Office.
- 4) Maintain Penn Road during Gas Main Activities for those damages caused by said Gas Main Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Gas Main Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during Gas Main Activity for damages not caused by said Gas Main Activity. For any work that is to be reimbursed by the Operator the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Gas Main Activity at the Authority's cost and expense; as required by law.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/29/2016 3:02:24 PM

in

Case No(s). 16-0651-GA-BLN

Summary: Correspondence of Dominion East Ohio in Compliance with Staff Report Condition No. 1 electronically filed by Teresa Orahod on behalf of Sally Bloomfield