Item 7

Proposed Mitigation Plan

Proof of Credit Reservation

Section 401 Water Quality Certification Application
Item 7: Proposed Mitigation and Monitoring Plan
The East Ohio Gas Company
Western Access II
Tuscarawas and Harrison Counties, Ohio

Section 1: Mitigation Overview

The Western Access II project involves the installation of 86,498 feet (16.4 miles) of 36-inch diameter natural gas transmission pipeline. This pipeline will be installed in existing and new utility right-of-way (ROW). The existing ROW follows Dominion's TPL 2 and TPL 3 pipelines and extends from the northern terminus of the project area (northwest of Pleasant Valley Road SE) southeast to north of Cassville Road (Item 6, Figures 1.2a-1.2eee). The new ROW is located in the southern portion of the project area from north of Cassville Road to the southeastern terminus of the project area (Item 6, Figures 1.2eee-1.2lll). In addition, three (3) proposed meter and regulation (M&R) stations are to be constructed along the proposed pipeline route. The northern station (Holmes Station) is approximately 4.5 acres and is located at the northern terminus of the project area, the central station (Plum Run Station) is approximately 4.4 acres and is located approximately 3,445 feet northwest of Plum Run Road, and the southern station (Cadiz West Station) is approximately 6.4 acres and is located at the southern terminus of the project area. Lastly, a temporary storage area is located west of Tappan Lake Park Road along McGonigal Road (Item 6, Figure 1.2mmm). This area is approximately 5 acres.

The Preferred Design proposes a disturbance width of 115 feet along the pipeline segment to be installed. However, with the Preferred Design, impacts will be reduced through wetlands and streams to a 60 foot wide construction corridor. Installation of the pipeline segment using the Preferred Design will temporarily impact 3.915 acres of Category 1 and 2 palustrine emergent (PEM), palustrine scrub shrub (PSS), and palustrine forest (PFO) wetlands (Wetlands W-02, W-03, W-04, W-05, W-06, W-08, W-09, W-11, W-12, W-13, W-14, W-16, W-17, W-18, W-20, W-21, W-22, W-23, W-26, W-29, W-30, W-31, W-32, W-33, W-34, W-36, W-38, W-39, W-B, W-C, W-D, W-E, W-H, W-I, W-J, W-K, W-52, W-53, W-54, W-56, W-58, and W-61), 59.5 linear feet of perennial stream measured bank to bank (Brushy Fork [a and b], McFadden Run, and Streams S-14, S-20, S-30, S-36b, S-38, S-44b, S-E, and S-72), 84.5 linear feet of intermittent stream measured bank to bank (Streams S-05, S-06, S-07, S-11, S-17, S-18b, S-19, S-21b, S-22b, S-23, S-24b, S-29, S-33, S-35, S-39a, S-40b, S-41b, S-44a, S-A1, S-C, S-G, S-56b, S-58, S-59, S-69, and S-74), and 41 linear feet of ephemeral stream measured bank to bank (Streams S-4a, S-13, S-15, S-27, S-32, S-43a, S-45, S-46, S-48a, S-48b, S-B, S-D1, S-F, S-57, S-63, S-65, S-67, S-68, S-73, S-75, S-76, S-77, and S-79). In addition, the Preferred Design will permanently impact 0.284 acres of wetland (Wetlands W-01 and W-02), 95 linear feet of intermittent stream (Stream S-01), and 200 linear feet of ephemeral stream (Stream S-02) for the construction of the proposed Holmes Station.

The Minimal Degradation Alternative will temporarily impact 3.373 acres of Category 1 and 2 PEM, PSS, and PFO wetland (Wetlands W-02, W-03, W-04, W-05, W-06, W-08, W-09, W-11, W-12, W-13, W-14, W-16, W-17, W-18, W-20, W-21, W-22, W-23, W-26, W-29, W-30, W-31, W-32, W-33, W-34, W-36, W-39, W-B, W-C, W-D, W-E, W-H, W-I, W-J, W-K, W-52, W-53, W-54, W-56, W-58, and W-61), 59.5 linear feet of perennial stream measured bank to bank (Brushy Fork [a and b], McFadden Run, Streams S-14, S-20, S-30, S-36b, S-38a, S-44b, S-E, and S-72), 81.5 linear feet of intermittent stream measured bank to bank (Streams S-05, S-06, S-07, S-11a, S-17, S-18b, S-19, S-21b, S-22b, S-23, S-24b, S-29, S-33, S-35, S-39a, S-40b, S-4, S-A1, S-C, S-G, S-56b, S-58, S-59, and S-74), and 39 linear feet of ephemeral stream measured bank to bank (Streams S-4a, S-13, S-15, S-27, S-32, S-43a, S-45, S-46, S-48b, S-B, S-D1, S-F, S-54, S-57, S-65, S-67, S-68, S-73, S-75, S-76, S-77, and S-79). In addition, the Minimal Degradation Alternative will permanently impact 0.284 acres of wetland (Wetlands W-01 and W-02), 95 linear feet of intermittent stream (Stream S-01), and 200 linear feet of ephemeral stream (Stream S-02) for the construction of the proposed Holmes Station.

As compensatory mitigation for impacts to wetlands, EOG proposes a combination of onsite and offsite mitigation. EOG proposes a ratio of 2.5:1 for forested Category 2 wetlands, 2:1 for non-forested Category 2 wetlands, and 1.5:1 for non-forested and forested Category 1 wetlands. Onsite mitigation will consist of wetland restoration for temporary impacts and will be completed at a 1:1 ratio.

After onsite mitigation ratios are considered, the ratio for offsite mitigation is a 1.5:1 for forested Category 2 wetlands, 1:1 for non-forested Category 2 wetlands, and 0.5:1 for non-forested and forested Category 1 wetlands. Since permanent impacts will occur to Wetlands W-01 and W-02, no onsite restoration will be completed and the wetlands will be mitigated offsite using the original mitigation ratio. In addition, wetlands that are converted from palustrine forested (PFO) or palustrine scrub shrub (PSS) to palustrine emergent (PEM) wetlands will be mitigated using the original ratio. These wetlands include Wetlands W-18, W-22, W-23, W-34, W-B, and W-61.

Using these ratios, the Preferred Design will require 3.7 acres of offsite wetland mitigation. The Minimal Degradation Alternative will require 3.2 acres of offsite wetland mitigation. Table 1 (below) details the wetland mitigation proposed for the Preferred Design and the Minimal Degradation Alternative.

As compensatory mitigation for impacts to streams, EOG proposes a combination of onsite and offsite mitigation. Streams impacted from the pipeline will be mitigated using the impacts based off of the length of the trench crossings (bank-to-bank) through the streams and will be mitigated at a 1.5:1 ratio. Since stream impacts are also temporary, replacement will be completed at a 1:1 ratio onsite.

After onsite mitigation ratios are considered, off-site stream mitigation will be calculated at a 0.5:1 mitigation ratio for streams impacted from the pipeline. Streams that are permanently impacted (Streams S-01 and S-02) will be mitigated using the original 1.5:1 ratio.

Using these ratios, the Preferred Design will require 535 linear feet of offsite stream mitigation. The Minimal Degradation Alternative will require 532.5 linear feet of offsite stream mitigation. Table 2 (below) details the stream mitigation required for the Preferred Design and the Minimal Degradation Alternative.

Section 2: Wetland Mitigation Bank
Not applicable to this project.

Section 3: In Lieu Fee Program
EOG is proposing to purchase 3.2 credits of offsite wetland mitigation credits from the in-lieu fee program through the Ohio Wetlands Foundation (OWF) for implementation of the Minimal Degradation Alternative. OWF has in-lieu fee credits available to be applied to projects located within the Tuscarawas River watershed (HUC # 05040001). The project area is located within the Tuscarawas River watershed, making this in-lieu fee program acceptable mitigation for the proposed impacts. The signed mitigation contract has been submitted to OWF along with a deposit for reservation of 3.2 wetland credits (included in Item 7).

EOG is proposing to purchase 532.5 linear feet of stream from the in-lieu fee program through The Nature Conservancy (TNC) for implementation of the Minimal Degradation Alternative. TNC has in-lieu fee credits available to be applied to projects located within the Tuscarawas River watershed (HUC # 05040001). The project area is located within the Tuscarawas River watershed, making this in-lieu fee program acceptable mitigation for the proposed impacts. EOG has reserved stream credits through TNC; however, the final contract for the TNC in-lieu fee program is still under review with the U.S. Army Corps of Engineers and is expected to be approved shortly. Once it is approved and finalized, EOG will move forward with a formal executed agreement. A letter documenting the reservation of stream credits is included in Item 7.

Section 4: Onsite Permittee Responsible Mitigation
Wetland restoration will be completed at the same location as impacts; that is, the wetlands will be restored in place at the location of the temporary disturbance. During the construction phase, the top 12 inches of soil will be excavated from within the wetlands and stockpiled for reuse/restoration. Following construction, the wetlands will be restored to pre-construction grade and the top 12 inches of topsoil will be replaced. Wetlands will not be seeded and the original seed bank will be allowed to naturally revegetate.

Onsite stream restoration will be completed at the same location as impacts. Stream crossings along the pipeline route will be returned to pre-construction grade and condition so as not to alter flow patterns or stream channel length within the project area. The excavated stream substrate will be replaced into the stream channel during trench backfilling so as to provide similar stream substrate composition, to the fullest extent possible. The stream banks will be stabilized with riprap or erosion control matting to prevent erosion and re-seeded for herbaceous growth habitat.

Section 5: Protection in Perpetuity

As natural gas pipelines may require maintenance or repair, there is a potential for future ground disturbance within the restored wetlands and streams. Therefore, protection in perpetuity for onsite mitigation is not an option. Offsite mitigation using the in-lieu fee programs will provide protection in perpetuity for all wetland and stream credits.

Table 1. Wetland Impacts.

Wetland ID	Category	Acreage Onsite	Preferred Design				Minimal Degradation Alternative			
			Impact Acreage[1]		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)	Impact[1] Acreage		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)
			Forested	Non			Forested	Non		
W-01	2	0.078	0	0.078	2	0.156	0	0.078	2	0.156
W-02	2	0.717	0	0.258	2 (permanent) and 1 (temporary)	0.464	0	0.237	2 (permanent) and 1 (temporary)	0.443
W-03	1	0.149	0	0.074	0.5	0.037	0	0.063	0.5	0.032
W-04	2	0.049	0	0.015	1	0.015	0	0.010	1	0.010
W-05	2	0.581	0	0.144	1	0.144	0	0.119	1	0.119
W-06	1	0.019	0	0.019	0.5	0.010	0	0.019	0.5	0.010
W-07	1	0.004	0	0	0	0	0	0	0	0
W-08	1	0.519	0	0.162	0.5	0.081	0	0.120	0.5	0.060
W-09	1	0.046	0	0.038	0.5	0.019	0	0.033	0.5	0.017
W-10	1	0.027	0	0	0	0	0	0	0	0
W-11	1	0.099	0	0.007	0.5	0.004	0	0.005	0.5	0.003
W-12	2	0.181	0	0.056	1	0.056	0	0.047	1	0.047
W-13	1	0.065	0	0.057	0.5	0.029	0	0.053	0.5	0.027
W-14	1	0.132	0	0.092	0.5	0.046	0	0.077	0.5	0.039
W-15	1	0.021	0	0	0	0	0	0	0	0
W-16	1	0.508	0	0.22	0.5	0.110	0	0.187	0.5	0.094
W-17	1	0.125	0	0.068	0.5	0.034	0	0.055	0.5	0.028
W-18	1	0.026	0	0.026	1.5	0.039	0	0.024	0.5	0.012
W-19	2	0.063	0	0	0	0	0	0	0	0

Table 1. Wetland Impacts (continued).

Wetland ID	Category	Acreage Onsite	Preferred Design				Minimal Degradation Alternative			
			Impact Acreage[1]		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)	Impact[1] Acreage		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)
			Forested	Non			Forested	Non		
W-20	2	0.359	0	0.011	1	0.011	0	0.007	1	0.007
W-21	2	0.052	0	0.027	1	0.027	0	0.016	1	0.016
W-22	2	1.135	0	0.346	1 (PEM) and 2 (PSS)	0.347	0	0.277	1 (PEM) and 2 (PSS)	0.278
W-23	2	1.318	0	0.279	1 (PEM) and 2 (PSS)	0.389	0	0.23	1 (PEM) and 2 (PSS)	0.316
W-24	2	0.21	0	0	0	0	0	0	0	0
W-25	1	0.007	0	0	0	0	0	0	0	0
W-26	1	0.053	0	0.040	0.5	0.020	0	0.036	0.5	0.018
W-27	2	0.004	0	0	0	0	0	0	0	0
W-28	2	0.033	0	0	0	0	0	0	0	0
W-29	2	0.148	0	0.135	1	0.135	0	0.123	1	0.123
W-30	2	0.768	0	0.194	1	0.194	0	0.153	1	0.153
W-31	1	0.108	0	0.107	0.5	0.054	0	0.107	0.5	0.054
W-32	1	0.035	0	0.018	0	0	0	0.015	0.5	0.008
W-33	1	0.027	0	0.015	0	0	0	0.008	0.5	0.004
W-34	2	0.285	0	0.089	1 (PEM) and 2 (PSS)	0.128	0	0.074	1 (PEM) and 2 (PSS)	0.104
W-35	2	0.004	0	0	0	0	0	0	0	0
W-36	1	0.012	0	0.01	0.5	0.005	0	0.009	0.5	0.005
W-37	1	0.007	0	0	0	0	0	0	0	0
W-38	1	0.01	0	0.001	0.5	0.001	0	0	0	0
W-39	2	0.227	0	0.096	1	0.096	0	0.083	1	0.083

Table 1. Wetland Impacts (continued).

Wetland ID	Category	Acreage Onsite	Preferred Design				Minimal Degradation Alternative			
			Impact Acreage[1]		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)	Impact[1] Acreage		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)
			Forested	Non			Forested	Non		
W-A	2	0.108	0	0	0	0	0	0	0	0
W-B	2	0.015	0.012	0	2.5	0.030	0.011	0	2.5	0.028
W-C	1	0.012	0	0.001	0.5	0.001	0	0.001	0.5	0.001
W-D	2	1.148	0	0.369	1	0.369	0	0.308	1	0.308
W-E	1	0.549	0	0.170	0.5	0.085	0	0.146	0.5	0.073
W-F	1	0.022	0	0	0	0	0	0	0	0
W-G	1	0.002	0	0	0	0	0	0	0	0
W-H	1	0.429	0	0.163	0.5	0.082	0	0.141	0.5	0.071
W-I	1	0.035	0	0.035	0.5	0.018	0	0.035	0.5	0.018
W-J	1	0.019	0	0.019	0.5	0.010	0	0.019	0.5	0.010
W-K	1	0.622	0	0.622	0.5	0.311	0	0.622	0.5	0.311
W-49	1	0.045	0	0	0	0	0	0	0	0
W-50	1	0.016	0	0	0	0	0	0	0	0
W-51	2	0.072	0	0	0	0	0	0	0	0
W-52	2	0.033	0	0.007	1	0.007	0	0.005	1	0.005
W-53	1	0.035	0	0.016	0.5	0.008	0	0.014	0.5	0.007
W-54	1	0.018	0	0.018	0.5	0.009	0	0.017	0.5	0.009

Table 1. Wetland Impacts (continued).

Wetland ID	Category	Acreage Onsite	Preferred Design				Minimal Degradation Alternative			
			Impact Acreage[1]		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)	Impact[1] Acreage		Mitigation Ratio[2] (after onsite Restoration)	Required Mitigation (acres)
			Forested	Non			Forested	Non		
W-55	1	0.02	0	0	0	0	0	0	0	0
W-56	2	0.086	0	0.038	1	0.038	0	0.031	1	0.031
W-57	1	0.012	0	0	0	0	0	0	0	0
W-58	1	0.022	0	0.016	0.5	0.008	0	0.015	0.5	0.008
W-59	1	0.051	0	0	0	0	0	0	0	0
W-60	1	0.030	0	0	0	0	0	0	0	0
W-61	2	0.156	0	0.031	2	0.062	0	0.027	2	0.054
Wetland Acreage Total		**11.697**	**0.012**	**4.187**		**3.689**	**0.011**	**3.646**		**3.200**
Totals - Category 1 Wetlands		**3.939**	**0**	**2.014**		**1.021**	**0**	**1.821**		**0.919**
Totals - Category 2 Wetlands		**7.759**	**0.012**	**2.173**		**2.668**	**0.011**	**1.825**		**2.281**
Totals - Category 3 Wetlands		**0**	**0**	**0**		**0**	**0**	**0**		**0**

[1]Impacts to Wetlands W-01 and a portion of W-02 are permanent due to the installation of the new station and access road and total 0.284 acres for both alternatives. All other wetland impacts (3.915 acres under the Preferred Design and 3.373 acres under the Minimal Degradation Alternative) will be temporary and all grades will be returned to pre-construction contours.

[2]Mitigation calculated after 1:1 replacement except in wetlands with permanent impacts (Wetlands W-01 and W-02) and wetlands that will be converted from PSS or PFO to PEM (Wetlands W-18, W-22, W-23, W-34, W-B, and W-61).

Table 2. Stream Impacts.

Stream ID	Flow	Length Onsite (linear feet)	Preferred Design				Minimal Degradation Alternative			
			Impact Length[1, 2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)	Impact Length[1,2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)
Brushy Fork (a)	Perennial	935	15	61	0.5	7.5	15	51	0.5	7.5
Brushy Fork (b)	Perennial	466	15	79	0.5	7.5	15	66	0.5	7.5
McFadden Run	Perennial	206	4	61	0.5	2	4	51	0.5	2
S-01	Intermittent	95	N/A	95	1.5	142.5	N/A	95	1.5	142.5
S-02	Ephemeral	358	N/A	200	1.5	300	N/A	200	1.5	300
S-03	Intermittent	53	0	0	0	0	0	0	0	0
S-04a	Ephemeral	29	2	29	0.5	1	2	29	0.5	1
S-04b	Ephemeral	88	0	0	0	0	0	0	0	0
S-05	Intermittent	72	1	42	0.5	0.5	1	36	0.5	0.5
S-06	Intermittent	64	2	33	0.5	1	2	27	0.5	1
S-07	Intermittent	67	4	39	0.5	2	4	34	0.5	2
S-08	Intermittent	120	0	0	0	0	0	0	0	0
S-09	Intermittent	146	0	0	0	0	0	0	0	0
S-10	Intermittent	87	0	0	0	0	0	0	0	0
S-11a	Intermittent	105	3	76	0.5	1.5	3	65	0.5	1.5
S-11b	Intermittent	178	0	0	0	0	0	0	0	0
S-12	Intermittent	77	0	0	0	0	0	0	0	0
S-13	Ephemeral	69	1	42	0.5	0.5	1	37	0.5	0.5

Table 2. Stream Impacts (continued).

Stream ID	Flow	Length Onsite (linear feet)	Preferred Design				Minimal Degradation Alternative			
			Impact Length[1, 2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)	Impact Length[1,2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)
S-14	Perennial	212	4	64	0.5	2	4	53	0.5	2
S-15	Ephemeral	144	1	72	0.5	0.5	1	55	0.5	0.5
S-16	Ephemeral	27	0	0	0	0	0	0	0	0
S-17	Intermittent	245	3	68	0.5	1.5	3	57	0.5	1.5
S-18a	Intermittent	50	0	0	0	0	0	0	0	0
S-18b	Intermittent	164	2	70	0.5	1	2	56	0.5	1
S-19	Intermittent	143	4	60	0.5	2	4	50	0.5	2
S-20	Perennial	209	2	63	0.5	1	2	52	0.5	1
S-21a	Intermittent	59	0	0	0	0	0	0	0	0
S-21b	Intermittent	405	2	47	0.5	1	2	39	0.5	1
S-22a	Intermittent	168	0	0	0	0	0	0	0	0
S-22b	Intermittent	353	2	63	0.5	1	2	53	0.5	1
S-23	Intermittent	158	1	34	0.5	0.5	1	27	0.5	0.5
S-24a	Intermittent	247	0	0	0	0	0	0	0	0
S-24b	Intermittent	138	2	66	0.5	1	2	59	0.5	1
S-25	Intermittent	200	0	0	0	0	0	0	0	0
S-26	Intermittent	80	0	0	0	0	0	0	0	0
S-27	Ephemeral	77	1	20	0.5	0.5	1	15	0.5	0.5
S-28	Intermittent	17	0	0	0	0	0	0	0	0
S-29a	Intermittent	112	3	37	0.5	1.5	3	31	0.5	1.5
S-29b	Intermittent	87	3	6	0.5	1.5	3	1	0.5	1.5

Table 2. Stream Impacts (continued).

Stream ID	Flow	Length Onsite (linear feet)	Preferred Design				Minimal Degradation Alternative			
			Impact Length[1, 2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)	Impact Length[1,2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)
S-30	Perennial	212	4	61	0.5	2	4	51	0.5	2
S-31	Intermittent	24	0	0	0	0	0	0	0	0
S-32	Ephemeral	131	3	31	0.5	1.5	3	26	0.5	1.5
S-33a	Intermittent	96	5	14	0.5	2.5	5	9	0.5	2.5
S-33b	Intermittent	118	5	39	0.5	2.5	5	33	0.5	2.5
S-34	Intermittent	114	0	0	0	0	0	0	0	0
S-35a	Intermittent	61	3	15	0.5	1.5	3	10	0.5	1.5
S-35b	Intermittent	114	3	11	0.5	1.5	3	6	0.5	1.5
S-36a	Perennial	21	0	0	0	0	0	0	0	0
S-36b	Perennial	169	4	61	0.5	2	4	51	0.5	2
S-37	Intermittent	35	0	0	0	0	0	0	0	0
S-38a	Perennial	175	4	80	0.5	2	4	66	0.5	2
S-38b	Perennial	91	0	0	0	0	0	0	0	0
S-39a	Intermittent	100	4	67	0.5	2	4	56	0.5	2
S-39b	Intermittent	84	0	0	0	0	0	0	0	0
S-40a	Intermittent	150	0	0	0	0	0	0	0	0
S-40b	Intermittent	51	2	38	0.5	1	2	33	0.5	1

Table 2. Stream Impacts (continued).

Stream ID	Flow	Length Onsite (linear feet)	Preferred Design				Minimal Degradation Alternative			
			Impact Length[1, 2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)	Impact Length[1,2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)
S-41a	Intermittent	379	0	0	0	0	0	0	0	0
S-41b	Intermittent	85	3	52	0.5	1.5	3	41	0.5	1.5
S-42	Ephemeral	109	0	0	0	0	0	0	0	0
S-43a	Ephemeral	124	1	103	0.5	0.5	1	87	0.5	0.5
S-43b	Ephemeral	34	0	0	0	0	0	0	0	0
S-44a	Intermittent	135	2	2	0.5	1	0	0	0	0
S-44b	Perennial	186	2	144	0.5	1	2	128	0.5	1
S-45	Ephemeral	159	1	62	0.5	0.5	1	52	0.5	0.5
S-46	Ephemeral	79	2	26	0.5	1	2	20	0.5	1
S-47	Ephemeral	15	0	0	0	0	0	0	0	0
S-48a	Ephemeral	65	2	5	0.5	1	0	0	0	0
S-48b	Ephemeral	54	3	32	0.5	1.5	3	27	0.5	1.5
S-49	Ephemeral	21	0	0	0	0	0	0	0	0
S-A1	Intermittent	383	3.5	198	0.5	1.75	3.5	174	0.5	1.75
S-A2	Intermittent	62	0	0	0	0	0	0	0	0
S-B	Ephemeral	46	1	27	0.5	0.5	1	21	0.5	0.5
S-C	Intermittent	193	1.5	61	0.5	0.75	1.5	51	0.5	0.75
S-D1	Ephemeral	62	2	32	0.5	1	2	27	0.5	1
S-D2	Ephemeral	90	0	0	0	0	0	0	0	0

Table 2. Stream Impacts (continued).

Stream ID	Flow	Length Onsite (linear feet)	Preferred Design				Minimal Degradation Alternative			
			Impact Length[1, 2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)	Impact Length[1,2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)
S-E	Perennial	448	2.5	102	0.5	1.25	2.5	68	0.5	1.25
S-F	Ephemeral	56	3	56	0.5	1.5	3	53	0.5	1.5
S-G	Intermittent	273	2.5	79	0.5	1.25	2.5	66	0.5	1.25
S-H	Ephemeral	39	0	0	0	0	0	0	0	0
S-56b	Intermittent	205	4	64	0.5	2	4	54	0.5	2
S-57	Ephemeral	237	1	66	0.5	0.5	1	54	0.5	0.5
S-58	Intermittent	156	3	72	0.5	1.5	3	61	0.5	1.5
S-59	Intermittent	354	4	103	0.5	2	4	91	0.5	2
S-60	Ephemeral	13	0	0	0	0	0	0	0	0
S-61	Ephemeral	166	0	0	0	0	0	0	0	0
S-62	Ephemeral	38	0	0	0	0	0	0	0	0
S-63	Ephemeral	84	0	0	0	0	0	0	0	0
S-64	Ephemeral	29	0	0	0	0	0	0	0	0
S-65	Ephemeral	222	2	72	0.5	1	2	60	0.5	1
S-66	Ephemeral	21	0	0	0	0	0	0	0	0
S-67	Ephemeral	153	2	51	0.5	1	2	46	0.5	1
S-68	Ephemeral	220	1	65	0.5	0.5	1	54	0.5	0.5
S-69	Intermittent	73	1	1	0.5	0.5	0	0	0	0
S-70	Ephemeral	26	0	0	0	0	0	0	0	0
S-71	Ephemeral	72	0	0	0	0	0	0	0	0
S-72	Perennial	395	3	80	0.5	1.5	3	68	0.5	1.5

Table 2. Stream Impacts (continued).

Stream ID	Flow	Length Onsite (linear feet)	Preferred Design				Minimal Degradation Alternative			
			Impact Length[1, 2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)	Impact Length[1,2] Trench Crossing (linear feet)	Impact Length[1,2] Upstream to Downstream (linear feet)	Mitigation Ratio[3] (after onsite restoration)	Required Mitigation (linear feet)
S-73	Ephemeral	213	2	63	0.5	1	2	52	0.5	1
S-74	Intermittent	222	6	65	0.5	3	6	54	0.5	3
S-75	Ephemeral	328	3	153	0.5	1.5	3	138	0.5	1.5
S-76	Ephemeral	155	1	67	0.5	0.5	1	61	0.5	0.5
S-77	Ephemeral	266	5	65	0.5	2.5	5	54	0.5	2.5
S-78	Ephemeral	105	0	0	0	0	0	0	0	0
S-79	Ephemeral	229	1	66	0.5	0.5	1	58	0.5	0.5
Stream Length Totals		**15,335**	**185**	**3,878**		**535**	**180**	**3,300**		**532.5**
Total Perennial Stream		**3,725**	**59.5**	**856.0**		**29.75**	**59.5**	**705.0**		**29.75**
Total Intermittent Stream		**7,157**	**84.5**	**1,617**		**184.75**	**81.5**	**1,369**		**183.25**
Total Ephemeral Stream		**4,453**	**41**	**1,405**		**320.5**	**39**	**1,226**		**319.5**

[1]Impacts to Streams S-01 and S-02 are permanent due to the installation of the new station and total 295 linear feet (upstream to downstream length) for both alternatives. All other stream impacts, totaling 3,005 linear feet upstream to downstream length (180 feet bank to bank) for the Minimal Degradation Alternative and 3,583 linear feet upstream to downstream length (185 feet bank to bank) for the Preferred Design will be temporary and all grades will be returned to pre-construction contours.

[3]Stream mitigation calculated at a 1.5:1 ratio for permanent impacts along the entire length of stream to be impacted. Mitigation for temporary stream impacts is reduced to a ratio of 0.5:1 due to the replacement of the stream. Mitigation for temporary impacts was calculated using the length of the trench crossing (bank-to-bank).

OHIO WETLANDS FOUNDATION
T: 740.654.4016 | F: 740-689-0890 | 1220 Stone Run Court | P.O. Box 369 | Lancaster, OH 43130

December 23, 2014

Mrs. Tara Miletti
The East Ohio Gas Company
320 Springside Drive, Suite 320
Akron, Ohio 44333

RE: Wetlands Mitigation for Western Access II, Laura Ave. & Country St, Jackson Twp, Stark County.
ACCT NO. TUSC-4

Dear Mrs. Miletti:

The Ohio Wetlands Foundation received on December 23, 2014 deposit payment of $13,050.00 (check #246) and a partially executed mitigation purchase agreement for the Western Access II utility project, Laura Ave. & Country St., Jackson Twp., Stark County. As per the terms of the executed agreement, the deposit payment reserves for the purchase of 0.1 forested credits and 2.8 acres of non-forested wetlands mitigation credits from our Huntington In Lieu Fee Program for a period of six (6) months. The remaining balance is $117,450 and is due within 30 days of the permit issuance date. If you do not receive your permit within the 6 month reservation period, additional deposit payments will be required as per the terms of our agreement.

Thank you very much for allowing Ohio Wetlands Foundation to assist you with the wetlands mitigation needs of this project. Should you need further assistance, please feel free to call anytime.

Sincerely,

Vincent E. Messerly, P.E.
President

Cc: Tara Miletti, The East Ohio Gas Company, via email
Laura Sayre, EnviroScience, Inc., via email

IN-LIEU FEE PROGRAM
CREDIT PURCHASE AGREEMENT
HUNTINGTON USACE DISTRICT

WHEREAS, the discharge of dredged or fill material into waters of the United States and waters of the State of Ohio, including wetlands, is regulated pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and/or Ohio Revised Code Chapter 6111; and

WHEREAS, entities planning to place dredged or fill material into waters of the United States or waters of the State of Ohio, including wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") including, in many cases, the mitigation of wetland impacts; and

WHEREAS, the Ohio Wetlands Foundation ("Ohio Wetlands") has established an In-Lieu Fee Program ("ILFP") in the Huntington Corps District that includes the Upper Scioto/Tuscarawas Watersheds (8-digit USGS Hydrologic Unit Codes or HUCs of 05060001 and 05040001 respectively) as primary service areas as well as the entire Scioto and Muskingum River basins (6-digit HUC's 050600 and 050400 respectively) approved by the Inter-agency Review Team ("IRT") as set forth in the Final ILFP Instrument effective May, 2014 and is authorized to provide ILFP credits to entities required to provide compensatory mitigation for wetland impacts.

NOW THEREFORE, The East Ohio Gas Company dba Dominion East Ohio ("Client") and Ohio Wetlands agree that they will comply with the following guidelines and procedures by which Client will purchase ILFP wetland mitigation credits from Ohio Wetlands to provide compensatory mitigation for wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and/or Ohio Revised Code Chapter 6111.

I. RESERVATION OF CREDITS AND PAYMENT TERMS FOR CLIENT

A. Initial Reservation Period

This In-Lieu Fee Program Credit Purchase Agreement ("Agreement") shall become effective on the date this Agreement is signed by both Ohio Wetlands and Client. Upon receipt of a complete, signed copy of this Agreement and the payment to Ohio Wetlands of 10% of the total ILFP credit purchase price (the "Initial Deposit"), Ohio Wetlands will reserve the ILFP mitigation credits designated herein for a period of six (6) months (the "Initial Reservation Period"). In the event that, within the Initial Reservation Period, (a) the Client withdraws its wetland fill permit application, or (b) the Corps or the Ohio EPA denies Client's request for the necessary permit(s) for its project, or (c) the Corps or the Ohio EPA issues a permit(s) for Client's project that contain terms and/or conditions that are unacceptable to Client in Client's sole discretion, the Initial Deposit will be refunded upon the written request of Client confirming the permit application withdrawal, permit denial or permit issuance with unacceptable conditions. If the Corps and/or the Ohio EPA have not yet acted upon Client's permit application within the Initial Reservation Period, Client may extend this Agreement pursuant to paragraph B below, provided such request is received by Ohio Wetlands prior to the expiration of the Initial Reservation Period.

B. **Extension of Reservation Period**

Client may extend the Initial Reservation Period for additional six (6) month periods (not to exceed 24 months from the effective date of this Agreement) by delivering payment(s) to Ohio Wetlands of 10% of the total ILFP credit purchase price for each six (6) month extension period and timely providing Ohio Wetlands with written notice requesting such extension as stated above. If, after the expiration of the Initial Reservation Period, (a) Client withdraws its wetland fill permit application, or (b) the Corps or the Ohio EPA denies Client's request for the necessary permit(s) for its project, or (c) the Corps or the Ohio EPA permit(s) for Client's project contain terms and/or conditions that are unacceptable to Client in Client's sole discretion, Ohio Wetlands shall refund all Deposit payments to Client upon the written request of Client confirming the permit application withdrawal, permit denial or permit issuance with unacceptable conditions. Full payment is due no later than two years after the effective date of this Agreement. If the Corps and/or the Ohio EPA have not yet acted upon Client's permit application within two years after the effective date of this Agreement, in addition to refunding Client's Deposit payments, the parties will need to execute a new agreement and the then current price of the ILFP credits will be applied to the new agreement. If the parties enter into such a new agreement, all previous Deposit payments that have not been refunded shall be applied towards the cost of the ILFP credits under the new agreement.

C. **Within thirty (30) days of issuance of an acceptable Clean Water Act Section 404 permit and, if necessary, an acceptable Section 401 Certification and/or Ohio Isolated Wetland Permit, whichever is later received (the "Permit Issue Date"), Client will tender in full the outstanding balance of the cost of the ILFP credits.** Client will concurrently provide Ohio Wetlands with a copy of the Section 404 permit and, if applicable, the Section 401 Certification and/or the Ohio Isolated Wetland Permit to impact wetlands on the project. If payment is not received by Ohio Wetlands within thirty (30) days of the Permit Issue Date, the Client will be considered to be in Default of Payment and a late payment penalty of $500 or 2.0% interest on the outstanding balance, whichever is greater, shall be immediately applied for each month or portion thereof until payment is received in full, including all late payment penalties.

D. If the Client is in Default of Payment for greater than ninety (90) days of the Permit Issue Date, Ohio Wetlands may, at its sole discretion, notify the Client that this Agreement is terminated and elect to market and sell the Client's reserved ILFP credits to a third party. The Corps and/or Ohio EPA shall be notified by Ohio Wetlands that this Agreement has been terminated and the ILFP credits are no longer held in reserve for the Client. In such event, the Client's deposit payment(s) will be forfeited to Ohio Wetlands; provided, however, that Ohio Wetlands may, in its sole discretion, and upon the written request of the Client, apply the amount of the deposit payment(s) or any portion thereof against the cost of future ILFP credit purchases by the Client from Ohio Wetlands.

E. The Client shall have no obligation other than the payments set forth in this Agreement for the completion of compensatory mitigation represented by the purchase of the ILFP credits hereunder. Ohio Wetlands is solely responsible for the successful implementation of all compensatory mitigation represented by the purchase of the ILFP credits under this Agreement consistent with the ILFP Final Instrument, including, but not limited to, any necessary monitoring and maintenance of the ILFP mitigation site, any remedial measures that are required at the ILFP mitigation site, and/or any required preservation in perpetuity of the ILFP mitigation site. This Agreement does not constitute a permit or other authority to proceed with the proposed wetland impacts and the Client is solely responsible for obtaining all necessary permits and other approvals required for the project.

F. The Client may submit the executed copy of this Agreement to the Corps and the Ohio EPA to document its mitigation of the impacts associated with its project.

II. OBLIGATIONS OF OHIO WETLANDS FOUNDATION

A. Ohio Wetlands has established the Huntington Corps District ILFP, and the IRT has confirmed that Ohio Wetlands is authorized to sell ILFP credits to entities required to provide compensatory mitigation for wetland impacts.

B. In consideration of payment by Client in the amount of one hundred thirty thousand, five hundred dollars ("$130,500.00"), (plus any subsequently accrued late payment penalties), Ohio Wetlands hereby agrees to provide 2.9 approved ILFP credits established in the Huntington Corps District ILFP for the benefit of Client consistent with the terms of this Agreement. Ohio Wetlands shall be solely responsible for completing the compensatory mitigation requirements consistent with the purchase of ILFP credits under this Agreement and the terms of the Huntington Corps District ILFP Instrument effective May 2014, including any necessary monitoring and maintenance of the ILFP mitigation site, any remedial measures that are required at the ILFP mitigation site, and/or any required preservation in perpetuity of the ILFP mitigation site.

C. Ohio Wetlands will promptly provide written confirmation to the Client that full payment has been received for the purchase of ILFP credits specified in paragraph II.B of this Agreement.

D. Ohio Wetlands will provide confirmation to the Corps and the Ohio EPA of the purchase of the ILFP credits referenced in this Agreement on behalf of the Client. Additionally, the confirmation will identify the Client, the project for which the ILFP credits have been purchased, the date of the credit purchase and the amount of mitigation credits purchased pursuant to this Agreement.

III. GENERAL PROVISIONS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.

B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.

C. This Agreement is the entire agreement between Ohio Wetlands and Client with respect to the project in question and supersedes any prior agreements of communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

OHIO WETLANDS FOUNDATION

Signed By: _____

Vincent E. Messerly, President

Date: 12/26/2014

THE EAST OHIO GAS COMPANY

Signed By: _____

Michael C. Reed, General Manager, Construction and Design

Date: 12/21/2014

The Nature Conservancy in Ohio
6375 Riverside Drive, Suite 100

Office: (614)717-2770
Cell: (513)324-7363
www.nature.org/ohiomitigationprogram

Ohio Stream and Wetland In-Lieu Fee Mitigation Program

LETTER OF CREDIT AVAILABILTY AND RESERVATION

December 8, 2014

The East Ohio Gas Company
Tara Miletti
320 Springside Drive, Suite 320
Akron, Ohio 44333

Re: Western Access II (LRH 2014-00944)

Dear Tara:

This letter confirms that The Nature Conservancy has stream mitigation credits available for The East Ohio Gas Company to purchase in the 05040001 8-digit HUC watershed (Tuscarawas River). TNC will reserve 580 stream credits for the Purchaser in this watershed at a cost of $280 per credit, for a period of 90 days from the date of this letter specifically for the Western Access II project. After that time, the Purchaser may request an extension of this reservation, but there is no guarantee of availability beyond this date. If TNC approves the extension, a new Letter of Credit Availability and Reservation will be issued.

This letter does not document payment for impacts. The Conservancy does not assume liability for the above mentioned impacts through this correspondence.

When the applicant is ready to submit payment for the above mentioned credits, please submit a completed Final Credit Request Form (available upon request) along with the payment written out to "Ohio Water Development Authority". Mail both the form and the check to Devin Schenk at the address shown in the above letterhead.

Sincerely,

CC:
U.S. Army Corps of Engineers - Huntington District
Attn: Jacob Siegrist
Cincinnati Field Office
10557 McKelvey Road
Cincinnati, OH 45240-3929

Ohio Environmental Protection Agency
Division of Surface Water
Attn: Brian Gara
Lazarus Government Center
50 West Town Street, Suite 700
Columbus, OH 43215

The Nature Conservancy
Ohio Stream and Wetland In-Lieu Fee Mitigation Program

Initial Credit Request Form

Contact information	Client's Name	The East Ohio Gas Company
	Consultant's Name	NA
	Consultant Project Lead	Tara Miletti
	Address	320 Springside Drive, Suite 320, Akron, OH 44333
	Phone Number	330-664-2579
	Email	Tara.E.Miletti@dom.com
Project Information	Project Name	Western Access II
	Corps ID No. (if applicable)	2014-00944
	Water Quality Certification No. (if applicable)	TBA
	Latitude/Longitude	40.315941, -81.192024
	8-digit HUC	05040001 – Tuscarawas River
Short Description of Project		

Impacts	Stream (linear feet)		Ephemeral	Intermittent	Perennial	Total
			247	167	157	571
	404 Wetlands (acres)		Category 1	Category 2	Category 3	Total
		Forested				
		Nonforested				
	Isolated Wetlands (acres)	Forested				
		Nonforested				

T & E Species Impacts (add rows as necessary)	Species	Rank	USFWS Biological Assessment Finding

Estimate of Mitigation Credits Required	Stream Credits	580 feet
	Wetland Credits/Type	

Please send form (email or hard copy) to:

The Nature Conservancy
Attn: Devin Schenk
Mitigation Program Manager
6375 Riverside Drive, Suite 100
Dublin, Ohio 43017
dschenk@tnc.org