

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

IN THE MATTER OF:

Columbia Gas Transmission, LLC	:	Violations of the Clean Streams Law
700 Louisiana Street	:	Dam Safety and Encroachments Act
Houston, TX 77040	:	Erosion and Sediment Control Regulations,
	:	Chapter 102
	:	Dam Safety and Water Management
	:	Regulations, Chapter 105

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 1st day of October 2020, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”) and Columbia Gas Transmission, LLC (“Columbia Gas”).

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 (“Clean Streams Law”); the Dam Safety and Encroachments Act, Act of November 26, 1978, P.L. 1375, No. 325, *as amended*, 32 P.S. §§ 693.1-693.27 (“Encroachments Act”); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 (“Administrative Code”); and the rules and regulations (“Regulations”) promulgated thereunder.

B. Columbia Gas is a foreign limited liability company doing business in Pennsylvania and maintains a business mailing address of 5151 San Felipe, Suite 2400, Houston, Texas 77040. Troy Tally is the Vice President of US Natural Gas Projects for TC Energy and is the person responsible for the day-to-day project activities of Columbia Gas.

C. Columbia Gas is the owner of easements and operator of a pipeline on 28.3 acres of land in Richhill Township, Greene County, Pennsylvania (“Site”). Activities at the Site are subject to Erosion and Sediment Control General Permit ESG-00-059-15-0008(1) (“ESCGP Permit”) and two Chapter 105 General Permits, GP-053015-33 and GP-083015-028 (“General Permits”).

D. In accordance with the requirements of Section 102.4 of the Regulations, 25 Pa. Code § 102.4, and the terms and conditions of the ESCGP Permit, Columbia Gas developed an E&S Plan for the Site to minimize the potential for accelerated erosion and sedimentation.

E. Discharges from the Site enter Dunkard Fork and an unnamed tributary (“UNT”) to Enlow Fork, both waters of the Commonwealth. Dunkard Fork has a Warm Water Fishery (“WWF”) protected use and the UNT to Enlow Fork has a Trout Stocked Fishery (“TSF”) protected use, as designated by Section 93.9w of the Regulations, 25 Pa. Code § 93.9w.

F. At all times relevant to the matters set forth in this Consent Order and Agreement, Columbia Gas has been the “operator” of the Site, as that term is defined in Section 102.1 of the Regulations, 25 Pa Code § 102.1; Columbia Gas has been the “owner” of the Site as that term is defined in Section 3 of the Encroachments Act, 32 P.S. § 693.3; and Columbia Gas was engaged in “operations” as that term is defined in Section 3 of the Encroachments Act, 32 P.S. § 693.3, and Section 105.1 of the Regulations, 25 Pa. Code § 105.1.

G. The Greene County Conservation District (“GCCD”) is a public body corporate and politic, exercising public powers of the Commonwealth as an agency thereof, as authorized by Section 5 of the Conservation District Law, Act of May 15, 1945, P.L. 547, *as amended*, 3 P.S. §§ 849-864, § 853. Section 9 of the Conservation District Law, 3 P.S. § 857, Powers of Districts

and Directors, allows Districts to accept delegated authority from municipal or county governments, the Commonwealth, or the Federal Government.

H. The Department has delegated to the GCCD authority to assist in the administration and enforcement of the erosion and sediment control program under the Clean Streams Law and the Regulations promulgated at Title 25, Chapter 102 (Erosion and Sediment Control) and in the permitting, inspection, and monitoring specific categories of water obstructions and encroachments under the Encroachments Act and the regulations promulgated at Title 25, Chapter 105 (Dam Safety and Waterway Management).

I. From June 6, 2017 to November 8, 2019, the GCCD and/or the Department conducted at least twelve (12) inspections at the Site to determine compliance with the E&S Plan, the ESCGP Permit, the General Permits, the Clean Streams Law, the Encroachments Act, and Chapters 102 and 105 of the Regulations, 25 Pa. Code §§ 102.1-102.51, and 25 Pa. Code §§ 105.1-105.452.

J. On June 6, 2017, February 27, 2018, June 22, 2018, September 5, 2018, June 5, 2019, and November 8, 2019, Columbia Gas failed to implement and/or maintain effective BMPs to minimize the potential for accelerated erosion and sedimentation at the Site.

K. Columbia's actions as described in Paragraph J were in violation of Section 402 of the Clean Streams Law, 35 P.S. § 691.402, and Section 102.4(b)(1) of the Regulations, 25 Pa. Code § 102.4(b)(1).

L. Columbia Gas submitted written responses and documentation of the completion of remedial actions in response to several of these incidents to the GCCD and/or the Department on June 13, 2017, March 28, 2018 (corresponding repairs completed February 28, 2018), and July 24, 2018 (corresponding repairs completed July 13, 2018) and submitted plans to complete

remedial actions in response to the September 5, 2018 incident to the GCCD on October 11, 2018.

M. On June 6, 2017, February 27, 2018, June 22, 2018, September 5, 2018, and June 5, 2019, Columbia Gas failed to comply with conditions of the ESCGP Permit for the Site.

N. Columbia Gas' actions as described in Paragraph M were in violation of Section 402 the Clean Streams Law, 35 P.S. § 691.402, and Sections 102.4 and 102.5 of the Regulations, 25 Pa. Code §§ 102.4 and 102.5.

O. Columbia Gas submitted written responses and documentation of the completion of remedial actions in response to several of these incidents to the GCCD and/or the Department on June 13, 2017, March 28, 2018 (corresponding repairs completed February 28, 2018), and July 24, 2018 (corresponding repairs completed July 13, 2018). Columbia Gas submitted plans to complete remedial actions in response to the September 5, 2018 incident to the GCCD on October 11, 2018.

P. On August 3, 2017, February 27, 2018, June 22, 2018, September 5, 2018, and June 5, 2019, Columbia Gas failed to stabilize areas of earth disturbance at the Site to protect Dunkard Fork, a water of the Commonwealth designated WWF protected use and an UNT to Enlow Fork, a water of the Commonwealth designated TSF protected use, from accelerated erosion and sedimentation.

Q. Columbia Gas' actions as described in Paragraph P were in violation of Section 402 of the Clean Streams Law, 35 P.S. § 691.402 and Section 102.22 of the Regulations, 25 Pa. Code § 102.22.

R. Columbia Gas submitted written responses and documentation of the completion of remedial actions in response to several of these incidents to the GCCD and/or the Department

on March 28, 2018 (corresponding repairs completed February 28, 2018) and July 24, 2018 (corresponding repairs completed July 13, 2018). Columbia Gas submitted plans to complete remedial actions in response to the September 5, 2018 incident to the GCCD on October 11, 2018.

S. On June 6, 2017, June 5, 2019, and November 8, 2019, Columbia Gas conducted earth disturbance activities at the Site that created the potential for sediment pollution to Dunkard Fork, a water of the Commonwealth designated WWF protected use, and to an UNT to Enlow Fork, a water of the Commonwealth designated TSF protected use.

T. Columbia's actions as described in Paragraph S were in violation of Section 402 of The Clean Streams Law, 35 P.S. § 691.402.

U. Columbia Gas submitted a written response and documentation of the completion of remedial actions in response to one of these incidences to the GCCD on June 13, 2017.

V. On February 27, 2018, June 22, 2018, September 5, 2018, and June 5, 2019, Columbia Gas allowed sediment-laden water to discharge to Dunkard Fork, a water of the Commonwealth designated WWF protected use and/or an UNT to Enlow Fork, a water of the Commonwealth designated TSF protected use.

W. Columbia Gas, on the dates and locations set forth in Paragraph V, caused "pollution" to "waters of the Commonwealth," as those terms are defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1, in violation of Sections 401 and 611 of The Clean Streams Law, 35 P.S. §§ 691.401 and 691.611.

X. Columbia Gas submitted written responses and documentation of the completion of remedial actions in response to several of these incidents to the GCCD and/or the Department on March 28, 2018 (corresponding repairs completed February 28, 2018) and July 24, 2018

(corresponding repairs completed July 13, 2018). Columbia Gas submitted plans to complete remedial actions in response to the September 5, 2018 incidents to the GCCD on October 11, 2018.

Y. On March 14, 2018 and November 8, 2019, Columbia Gas failed to comply with the permit terms and conditions of the General Permits.

Z. Columbia Gas' actions in Paragraph Y were in violation of Sections 13 and 18 of the Encroachments Act, 32 P.S. §§ 693.13 and 693.18, and Section 105.51 of the Regulations, 25 Pa. Code § 105.51.

AA. Columbia Gas submitted written responses and documentation of the completion of remedial actions in response to the March 14, 2018 incidents to the GCCD on March 28, 2018 (corresponding repairs completed February 28, 2018). Columbia Gas submitted an application for a new Chapter 105 permit in response to the November 8, 2019 incidents to the GCCD on December 4, 2019.

AB. On March 14, 2018 and June 5, 2019, Columbia Gas failed to implement the E&S Plan of the General Permits.

AC. Columbia Gas' actions as described in Paragraph AB were in violation of Sections 13 and 18 of the Encroachments Act, 32 P.S. §§ 693.13 and 693.18, and Section 105.46 of the Regulations, 25 Pa. Code § 105.46.

AD. Columbia Gas submitted written responses and documentation of the completion of remedial actions in response to the March 14, 2018 incidents to the GCCD on March 28, 2018 (corresponding repairs completed February 28, 2018).

AE. On March 14, 2018, Columbia Gas failed to perform work according to the specifications of the General Permits.

AF. Columbia Gas' actions described in Paragraph AE were in violation of Sections 13 and 18 of the Encroachments Act, 32 P.S. §§ 693.13 and 693.18, and Section 105.44 of the Regulations, 25 Pa. Code § 105.44.

AG. Columbia Gas submitted written responses and documentation of the completion of remedial actions in response to these incidents to the GCCD on March 28, 2018 (corresponding repairs completed February 28, 2018).

AH. On June 5, 2019, Columbia Gas allowed fill material from the slip located approximately one-half mile due west from the intersection of Crow Rock Road and Fry Hill Road, to enter into approximately 0.1 acre of wetland in the Wheeling Creek floodplain.

AI. Columbia Gas' actions described in Paragraph AH were in violation of Sections 13 and 18 of the Encroachments Act, 32 P.S. §§ 693.13 and 693.18, and Section 105.11 of the Regulations, 25 Pa. Code § 105.11.

AJ. On July 19, 2019, the Department issued two Compliance Orders to Columbia Gas to address conditions observed on June 5, 2019, by the Department and GCCD.

AK. The Chapter 102 Compliance Order addressed The Clean Streams Law violations, and required Columbia Gas to complete the following remedial actions:

a. Implement permanent vegetative stabilization measures in all areas of the pipeline Right of Way ("ROW") where vegetative cover does not meet 70% coverage.

b. Stabilize areas where a cessation of earth disturbance activities will exceed 4 days, per the approved E&S Control Plan.

c. Alter water bars in a manner that reduces runoff velocity and submit a red-line change to the E&S Control Plan.

d. Distribute topsoil stockpiles to subsoil in remaining areas and seed/mulch these areas.

e. Temporarily stabilize slip areas with either vegetation or erosion control blanket(s) and utilize downslope BMPs.

f. Provide the GCCD with copies of the weekly/runoff visual inspection reports from June 1, 2018 to the present.

g. Submit a permit amendment package to the GCCD to include any work that will be conducted outside the approved Limit of Disturbance (“LOD”) to accomplish the tasks outlined in a. through e.

AL. The Chapter 105 Compliance Order addressed Encroachment Act provisions and required Columbia Gas to complete the following remedial actions, by selecting one alternative set forth below:

a. Either submit a complete Joint Water Obstruction and Encroachment Permit Application for the wetland encroachment as required by Section 6 of the Encroachments Act, 32 P.S. § 693.6 and Section 105.11 of the Regulations, 25 Pa. Code § 105.11. The submission shall include a Mitigation Plan for the impacted wetlands at a ratio of 2:1, and the results of a geotechnical report signed and sealed by a licensed professional geologist; or

b. Submit for review and approval, a full and complete restoration plan that includes removal of the soil and vegetative debris from the wetland, restores the wetland to its natural state, and includes a geotechnical report signed and sealed by a licensed professional geologist.

AM. On July 29, 2019, Columbia Gas submitted electronic copies of the weekly/visual inspection reports from May 2, 2018 through July 23, 2019.

AN. Columbia Gas submitted an ESCGP Permit Modification to the GCCD for slip repairs at two locations outside the permitted LOD on July 31, 2019.

AO. On August 30, 2019, Columbia Gas, having selected the alternative in Paragraph AK.b, above, submitted a restoration plan signed and sealed by a licensed professional geologist (“Restoration Plan”). The Restoration Plan was incomplete as it did not contain a detailed wetland restoration plan.

AP. On September 20, 2019, the GCCD inspected the site and verified remedial actions related to temporary and permanent stabilization were completed along the ROW.

AQ. On November 27, 2019, Columbia Gas submitted a wetland restoration plan. On December 11, 2019, the Department approved the Restoration Plan submitted by Columbia Gas.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of the covenants herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Columbia Gas as follows:

1. Authority. This Consent Order and Agreement is an Order of the Department, authorized and issued pursuant to Section 5, 316, 402, and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.316, 691.402, 691.610; Section 20 of the Encroachments Act, 32 P.S. § 693.20; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

a. Columbia Gas agrees that the findings in Paragraphs A through J, L through M, O through P, R through S, U, V, X, Y, AA, AB, AD, AE, AG, and AH are true and correct, and, in any matter or proceeding involving Columbia Gas and the Department, Columbia Gas shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Corrective Action. Columbia Gas shall undertake and complete the following tasks, according to the schedule established for each task.

a. Columbia Gas shall implement the Restoration Plan as soon as possible and complete plan implementation within one hundred and twenty (120) days of execution of this Consent Order and Agreement.

b. Columbia Gas shall effectively monitor the wetland restoration for at least five years. Reports shall be submitted to the Department every six months for the first two years after construction and annually for three years thereafter. The monitoring reports shall contain information describing the success of the restored wetland areas, an inventory of plant species and aerial extent of coverage, photographs, and other measures as identified in the approved Restoration Plan. If 85% coverage of wetland species is not achieved by the time of the first monitoring evaluation, Columbia Gas shall propose remedial measures, and implement the same after Department approval. If deficiencies are present during the fifth year of monitoring, Columbia Gas shall continue to submit annual monitoring reports and continue to propose and implement remedial measures until the restoration work is successful.

c. If the Department requires additional information for the review of any submittal pursuant to this Consent Order and Agreement, Columbia Gas shall provide such additional information to the Department within fourteen (14) days of notification, unless a longer time is specified in the notice or the Department otherwise agrees in writing to an additional time period.

4. Civil Penalty Settlement. Upon execution of this Consent Order and Agreement, Columbia Gas shall pay a civil penalty of ONE HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$156,000.00) and cost recovery to GCCD in the amount of ONE THOUSAND ONE HUNDRED AND TWENTY-SIX DOLLARS (\$1,126.00). These payments are in settlement of the Department's claim for civil penalties and GCCD's claim for cost recovery for the violations set forth in Paragraphs J through AI, above, for the dates specified therein and no others. The payments shall be sent according to the instructions in Paragraph 9 (Correspondence with the Department). The payments shall be made as follows:

a. Upon execution of this Consent Order and Agreement, submittal of a corporate check or the like made payable to the "Commonwealth of Pennsylvania – Dam Safety and Encroachments Fund" in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00).

b. Submittal of a corporate check or the like made payable to the "Commonwealth of Pennsylvania – Clean Water Fund" in the amount of ONE HUNDRED SIX THOUSAND (\$106,000.00).

c. Submittal of a corporate check or the like made payable to "Greene County Conservation District - Clean Water Fund" in the amount of ONE THOUSAND ONE HUNDRED AND TWENTY-SIX DOLLARS (\$1,126.00) for cost recovery and oversight.

5. Stipulated Civil Penalties.

a. In the event Columbia Gas fails to comply in a timely manner with any term or provisions of this Consent Order and Agreement, the Department will notify Columbia in writing of such non-compliance ("Notification of Non-Compliance") pursuant to Paragraph 10, below. Upon Columbia Gas' receipt of a Notice of Non-Compliance, Columbia Gas shall have fourteen (14) calendar days to correct all of the issues identified in the Notification of Non-

Compliance, or for such period of time as agreed upon by the Department in writing. If Columbia Gas does not correct the issues within the required time, Columbia Gas shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, pay a civil penalty in the amount of \$250.00 per day for each violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth (15th) day of each succeeding month and shall be made by submittal of a bank check, cashier's check or money order made payable to "The Commonwealth of Pennsylvania - Clean Water Fund" and shall be forwarded as described in Paragraph 9 (Correspondence with the Department).

c. Any payment under this paragraph shall neither waive Columbia Gas' duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Columbia Gas' compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Columbia Gas' liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties shall be due automatically and without notice.

e. If the Department must bring an action against Columbia Gas to collect any amount, interest, or stipulated penalty due under this Consent Order and Agreement, Columbia Gas shall reimburse the Department for all costs and expenses of such action, including, but not limited to, Department personnel costs and attorneys' fees.

6. Additional Remedies.

a. In the event Columbia Gas fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed

herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph and Paragraph 5 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

7. Reservation of Rights. The Department reserves the right to require additional measures to achieve compliance with applicable law. Columbia Gas reserves the right to challenge any action which the Department may take to require those measures.

8. Liability of Operator. Columbia Gas shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by their officers, agents, employees, consultants or contractors. Columbia Gas shall also be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by their successors and assigns.

9. Correspondence with the Department. All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Frank Calderon
Environmental Protection Compliance Specialist
Waterways and Wetlands
Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Telephone: (412) 442-4318
Fax: (412) 442-4242
fcalderon@pa.gov

10. Correspondence with Columbia Gas. All correspondence with Columbia Gas concerning this Consent Order and Agreement shall be addressed to:

Melissa Dettling
700 Louisiana Street
Houston, TX 77002
Telephone: (832) 320-5630
melissa_dettling@transcanada.com

Columbia Gas shall notify the Department whenever there is a change in the contact person's name, title or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above addresses.

11. Transfer of Site.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Site or any part thereof.

b. If Columbia Gas intends to transfer any legal or equitable interest in the Site which is affected by this Consent Order and Agreement, Columbia Gas shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Southwest Regional Office of the Department of such intent.

12. Force Majeure.

a. In the event that Columbia Gas is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstance beyond Columbia gas' control and which Columbia Gas, by the exercise of all reasonable diligence, is unable to prevent, then Columbia

Gas may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond Columbia Gas' control. Columbia Gas' economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. Columbia Gas shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date they become aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by Columbia Gas to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten working days of its submission. Columbia Gas' failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Columbia Gas and other information available to the Department. In any subsequent litigation, Columbia Gas shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

13. Severability. The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

14. Entire Agreement. This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

15. Attorney Fees. The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

16. Modifications. No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

17. Titles. A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

18. Decisions Under Consent Order. Any decision which the Department makes under the provisions of this Consent Order and Agreement, including a notice that stipulated civil penalties are due, is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which Columbia Gas may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

19. Termination of Obligations. The obligations of this Consent Order and Agreement shall terminate when the Department determines that Columbia Gas has complied with the requirements of Paragraphs 3, 4 and 5 of this Consent Order and Agreement, or otherwise at the sole discretion of the Department.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Columbia Gas certify under penalty of law, as provided by 18 Pa. C. S. § 4904, that he is authorized to execute this Consent Order and Agreement on behalf of Columbia Gas; that Columbia Gas consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Columbia Gas knowingly waives its right to appeal this Consent Order and Agreement, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters SA and 7A; or any other provision of law. Signature by Columbia Gas' attorney certifies only that the agreement has been signed after consulting with counsel.

FOR COLUMBIA GAS
TRANSMISSION, LLC:



Troy Tally
Vice President of Natural Gas Projects
Columbia Gas Transmission, LLC

FOR THE COMMONWEALTH OF
PENNSYLVANIA DEPARTMENT
OF ENVIRONMENTAL PROTECTION:



Dana Drake
Program Manager
Waterways and Wetlands



Jon Dobson
Corporate Secretary
Columbia Gas Transmission, LLC

John H. Herman
John H. Herman
Regional Counsel

/s/ Clayton Forswall

Clayton Forswall
Counsel
Columbia Gas Transmission, LLC