

VILLAGE OF SUGAR GROVE, OHIO
ROADWAY USE, REPAIR, AND MAINTENANCE AGREEMENT

Pursuant to Ohio R.C. §4513.34, this mutual agreement for roadway use, repair, and maintenance is entered into this 5th day of December, 2016, by and between the Village of Sugar Grove and Columbia Gas Transmission, LLC (COMPANY).

Whereas, COMPANY, doing business in Ohio with corporate headquarters located at 1700 MacCorkle Avenue, S.E., Charleston, WV 25314, and Ohio agent contact at P.O. Box 1273, Charleston, WV 25325-1273 intends to construct the Leach Xpress Project near the Village of Sugar Grove Ohio. The PROJECT SITE consists of (See attached Appendix A);

Whereas, in connection with the development, construction, or operation of the PROJECT SITE it may be necessary for COMPANY's employees, agents, and representatives as well as COMPANY's contractors, subcontractors and their respective employees, agents, and representatives to:

1. Transport vehicles weighing more than ten (40) tons, and/or oversized vehicles or combination of vehicles over designated haul routes on VILLAGE OF SUGAR GROVE roads and bridges which may, in certain cases, be in excess of the maximum legal limits or design limits of such roads and bridges (hereinafter referred to as EXCESS USE);
2. Make certain temporary and/or permanent modifications and improvements to such roads and bridges (such as widening, crest corrections, culvert and bridge reinforcement) to permit transport of equipment and material;
3. Encroach within the VILLAGE OF SUGAR GROVE'S road right-of-way to permit such modifications or improvements;

Whereas, COMPANY acknowledges that it will conduct the above road improvements and transport activities related to properly permitted overweight and oversized vehicles through this mutual agreement to manage potential excess damage and necessary repairs to the roads and bridges caused by such permitted travel; and

Whereas, the VILLAGE OF SUGAR GROVE acknowledges that such consent and permission is contemplated under Ohio Revised Code §4513.34 with conditions as mutually agreed upon by the parties to insure the integrity and public use of these roads, bridges, culverts, and drains;

Whereas, COMPANY shall provide Appendix A to this Agreement and said appendix shall be accepted as stated below by the VILLAGE OF SUGAR GROVE prior to any road or bridge use for the PROJECT SITE. This Appendix A shall contain the following information:

1. Location of the PROJECT SITE;
2. Designated haul routes for EXCESS USE travel;
3. Proposed schedule of EXCESS USE events;
4. Proposed list of overload/oversized vehicles and dates of transport;
5. List of subcontractors with contact information.

*** TX Result Report ***

Sending is complete.

Job Number	0082
Address	17248733549
Name	
Start Time	12/06 07:14 PM
Call Length	02'04
Sheets	12
Result	OK

**VILLAGE OF SUGAR GROVE
CLERK'S OFFICE**

101 Bridge Street
PO Box 7
Sugar Grove, Ohio 43155
Phone (740) 746-8406
Fax (740) 746-9190
sugargrove.vill@rohoio.com

FAX COVER

DATE: December 6, 2016

TO: GAI Consultants
ATTN: Allan D. Schuck, Project Engineer
Southpointe Office
6000 Town Center Boulevard, Suite 300
Canonsburg, PA 12317
Fax: 724-873-3549

FROM: Jeremy VanMeter, Interim Clerk / Fiscal Officer

RE: Project #'s C150347.00, Task 011

The following transmission is a signed agreement by Mayor M.A. "J.R." Stoneburner for the Road Use, Repair, and Maintenance Agreement dated 12/5/2016.

Twelve (12) pages, including cover sheet

Cc: Mayor Stoneburner
File: Contracts/Agreements

GAI Consultants, Inc.

Southpointe Office
6000 Town Center Boulevard, Suite 300
Canonsburg, PA 15317
T 724.873.3545 | F 724.873.3549
www.gaiconsultants.com

Sugar Grove Village Office
101 Bridge Street
Sugar Grove, Ohio 43155
Attention: Mr. M. A. Stoneburner, Mayor
Phone: 740-746-8406

Letter of Transmittal

TRANSMITTAL NO.	T-201
DATE:	11/7/2016
PROJECT NO.	C150347.00, Task 011

PROJECT TITLE:

Leach Xpress Project

SUBJECT:

Signed Bond and Road Use Agreement for Roadways in the Village of Sugar Grove, Fairfield County, Ohio

WE ARE SENDING YOU: Paper Documents
VIA: Next Day Delivery
PURPOSE: For Approval

COMMENTS:

Mr. Stoneburner, provided is the original signed Road Use agreement, bond, and Power of Attorney for the roads to be used in the Village of Sugar Grove, Fairfield County, Ohio. These documents are for your review and approval. Please contact me with any questions.

ATTACHMENTS:

Qty	Document Name or No.	Rev	Document Date	Document Description/Title	Status*
1	Roadway Use, Repair, and Maintenance Agreement	-	-	Roadway Use and Maintenance agreement for Village Roads	NE
1	Bond No. BDTO-860043-016	-	10/27/2016	Liberty Mutual Signed Bond	NE
1	Power of Attorney: 100021354	-	10/27/2016	Liberty Mutual Power of Attorney	NE

*Status Codes for Submittal Package Reviews: NE=No Exceptions; EN=Exceptions Noted; RR=Revise & Resubmit; RJ=Rejected

DISTRIBUTION:

Name	Company	Transmittal (Y/N)	Attachments (Y/N)
Tim Lotinsky, PE	GAI Consultants, Inc.	Y	N
Karen Franks	Columbia Gas Transmission, LLC.	Y	N

Sincerely,


For

Allan D. Schuck
Senior Project Engineer

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File: Contracts/Agreements

COMPANY shall update Appendix A as necessary to maintain accuracy or at the request of the VILLAGE OF SUGAR GROVE;

Whereas, COMPANY will perform the above activities related to transportation on VILLAGE OF SUGAR GROVE roads and bridges pursuant to the terms and conditions as set forth in this Agreement.

ROADWAYS

PRIOR CONDITIONS OF ROADS:

With respect to any VILLAGE OF SUGAR GROVE road that is identified in Appendix A and hereafter referred to as DESIGNATED ROAD, COMPANY will create a detailed video record and a written stamped report of the pre-existing condition of such DESIGNATED ROAD. The written stamped report shall be completed by a Professional Engineer licensed by the State of Ohio, provided by the COMPANY, and pre-approved by the VILLAGE OF SUGAR GROVE. The report shall detail the condition of the roads and appurtenances covered under this Agreement along with any requirements for strengthening and/or upgrading of DESIGNATED ROAD deemed necessary by the Professional Engineer due to the impact of COMPANY's project. Approval of said Professional Engineer shall be provided by the Village of Sugar Grove Engineer within 30 days of a written request submitted by the COMPANY. For purposes of this Agreement, the terms "ROAD" and "DESIGNATED ROAD(S)" shall include the road, bridges, culverts, berm, shoulder, roadside ditch, guardrail, traffic control devices, road markings/stripping, etc. Upon review and approval by the Village of Sugar Grove Engineer, this video and written stamped report will be accepted as the ROAD CONDITION REPORT for DESIGNATED ROADS. If such report is deemed deficient or otherwise incorrect by the Village of Sugar Grove Engineer, the Engineer and COMPANY shall promptly meet to resolve the issues in order to reach agreement on the report. COMPANY shall obtain the approval of this ROAD CONDITION REPORT prior to commencing any approved road improvement action and/or any use by COMPANY, its contractors, its subcontractors, or their respective agents, employees, and representatives, of any such DESIGNATED ROAD for transportation of any vehicle requiring an overweight and/or oversized permit or weighing more than forty (40) tons.

PRE-PROJECT ROAD MODIFICATIONS:

Prior to COMPANY's use of any DESIGNATED ROAD, and after review of the ROAD CONDITION REPORT, those DESIGNATED ROADS and those appurtenances to be used by the COMPANY and required to be strengthened and/or upgraded by the ROAD CONDITION REPORT as approved by the Village of Sugar Grove Engineer shall be brought to a condition sufficient and adequate to sustain the anticipated COMPANY project activities. These improvements shall be at the sole expense of the COMPANY. COMPANY agrees that all modifications and improvements to DESIGNATED ROADS shall comply with applicable engineering standards in use at the time of modification or improvement and agreed upon by the Village of Sugar Grove Engineer. Such modifications may include the widening of certain roads, the strengthening and/or spanning to existing culverts and bridges, and other modifications reasonably necessary to accommodate the transport of heavy equipment, materials, and/or multiple heavy loads. COMPANY shall submit stamped engineering drawings and a written estimate of the value of the

improvements and modifications to the Village of Sugar Grove Engineer for review and approval prior to commencement of the modifications and improvements.

REDUCED LOAD AND SPEED LIMITS:

The VILLAGE OF SUGAR GROVE may reduce load limits on designated VILLAGE OF SUGAR GROVE roads and may reduce load and speed limits on VILLAGE OF SUGAR GROVE bridges as conditions require. Nothing in this Agreement relieves COMPANY, its employees, agents, assigns, contractors, and subcontractors from adhering to these reduction designations.

USE OF DESIGNATED ROADS BY COMPANY, ITS CONTRACTORS AND ITS SUBCONTRACTORS:

In connection with the development, construction, and maintenance of the PROJECT SITE, COMPANY will endeavor to the extent practical to use the DESIGNATED ROADS in a manner and at times to minimize the impact to and inconvenience of the traveling public in addition to any conditions set forth in the permit. Nothing in this agreement shall be construed to permit COMPANY, its contractors, its subcontractors, or their respective agents, employees, or representatives to utilize DESIGNATED ROADS without proper overweight/oversized vehicle permits. (Note: the following limitation may need to be negotiated) No movement of vehicles requiring permits under R.C. §4513.34 authorizing the operation of vehicles of a size or weight of vehicle or load exceeding the maximum specified in §5577.01 to §5577.09 or otherwise not in conformity with §4513.01 to 4513.37 of the Ohio Revised Code (overweight and/or oversized) shall be made on Saturday, Sunday, or legal holidays and shall only be made during Daylight Hours. If required by permit conditions, such vehicles shall be escorted along the DESIGNATED ROADS by local law enforcement officers with whom COMPANY must make arrangements.

In addition to identifying the DESIGNATED ROADS, Appendix A shall identify the routes over the DESIGNATED ROADS that will be used for travel and transportation for EXCESS USES related to the PROJECT SITE. If COMPANY desires to include additional ROADS or portions of DESIGNATED ROADS, COMPANY shall submit an updated version of Appendix A to the Village of Sugar Grove Engineer, that includes such additional ROADS and, to the extent appropriate, revise or supplement the ROAD CONDITION REPORT as necessary to ensure accuracy of pre-existing road conditions.

DAMAGES AND REPAIRS:

DESIGNATED ROADS shall be maintained by the COMPANY, at COMPANY's sole expense, to a level consistent with the condition of the road at the commencement of its use by the COMPANY. If any VILLAGE OF SUGAR GROVE ROAD is damaged by COMPANY, its contractors, subcontractors or their respective employees, agents, representatives, etc., COMPANY shall promptly repair such damage. COMPANY and VILLAGE OF SUGAR GROVE shall rely upon applicable Ohio Department of Transportation's Construction and Material Specifications latest edition and any applicable VILLAGE OF SUGAR GROVE specification to determine whether the repair has been performed in accordance with standards set forth therein. Subject to considerations of safety, the presence of emergency conditions, and the cost of such repairs, any repair and restoration shall commence and be completed promptly by COMPANY. Following completion of such repair, the Village of Sugar Grove Engineer and COMPANY shall

jointly inspect the repair to confirm that it has been completed to the reasonable satisfaction of the Village of Sugar Grove Engineer.

EXCESSIVE DAMAGE:

Upon written notice from the Village of Sugar Grove Engineer that excessive damage has occurred because of COMPANY's transportation of equipment or materials, COMPANY will immediately make additional necessary improvements to strengthen the road base and surface.

COMPLETION OF PROJECT:

After completion of the project, as notified in writing by COMPANY, the Village of Sugar Grove Engineer will inspect the DESIGNATED ROADS for damage caused during the construction period. The Village of Sugar Grove Engineer will provide a list of damages to COMPANY and COMPANY shall make the necessary repairs based on applicable Ohio Department of Transportation and VILLAGE OF SUGAR GROVE specifications. Necessary repairs will result in the DESIGNATED ROADS' return to pre-use status including all modifications and improvements made for COMPANY's use thereof. If no modifications or improvements were made by COMPANY for use of the ROAD, repairs will return the ROAD to pre-existing or better status as set forth in the ROAD CONDITION REPORT. COMPANY will notify the Village of Sugar Grove Engineer when repairs are to be made and the name and contact information of the contractor performing such work. Said repair shall be completed within a two (2) -month period after notice of construction completion. An extension for the completion of these repairs may be approved by the VILLAGE OF SUGAR GROVE for just cause.

COMPANY shall provide written notice to the Village of Sugar Grove Engineer that the repair work has been completed. Upon receipt of the completion notice the Village of Sugar Grove Engineer will have thirty (30) days to accept or reject the above work based upon applicable engineering standards and the above-mentioned final road condition expectation. If a rejection notice is tendered by the Village of Sugar Grove Engineer, COMPANY will promptly make the necessary repairs as identified in the rejection notice.

FAILURE TO REPAIR:

If COMPANY fails to repair any damage to VILLAGE OF SUGAR GROVE roads, bridges, road rights-of-way, roadside ditches, etc., as required by any portion of this Agreement, the Village of Sugar Grove Engineer may request in writing that COMPANY perform such repair. If COMPANY fails to commence such repairs within ten (10) days of such written notice or fails thereafter to maintain reasonable progress in the performance of such repairs, then VILLAGE OF SUGAR GROVE may make such repairs and shall invoice COMPANY for all costs incurred in connection with such repairs. COMPANY shall pay such invoiced amounts within thirty (30) days following receipt of such invoice.

FULL COMPLIANCE

If COMPANY does not fulfill its obligation to repair damage as contemplated within the timeframes stated in this Agreement, fails to maintain the performance assurance bond required by this agreement, or otherwise fails to remain in full compliance with all terms and provisions of this agreement, VILLAGE OF SUGAR GROVE may revoke all COMPANY hauling permits on any VILLAGE OF SUGAR GROVE roads.

BASIC TERMS OF ROAD USE

OBEY ALL TRAFFIC LAW:

All vehicles driven by COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall abide by all local state and federal speed limits as posted, or if not posted, as otherwise applicable. All vehicles driven by COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall comply with all reasonable requests of the Village of Sugar Grove Engineer to take necessary precautions designed to protect the traveling public. These precautions include the immediate removal of dirt, mud, dust, and debris carried onto the ROAD by trucks and trailers hauling material to/from the project sites. This road clearing activity must be accomplished by COMPANY with or without notice from the Village of Sugar Grove Engineer.

SIGNAGE:

During construction of the PROJECT SITE, COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall be responsible for placing and maintaining signage in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices.

ROAD CLOSURE NOTICE FOR REPAIRS:

COMPANY shall provide to the Village of Sugar Grove Engineer and any other agency or office reasonably designated by VILLAGE OF SUGAR GROVE:

1. Request for designated road closures for repair work by fax or personal delivery at least five (5) business days in advance of such proposed closure, with said request including the time and expected duration of such closure (roads shall not be closed for hauling activity); and
2. Current maps of the DESIGNATED ROADS and ROUTES.

COMPANY shall designate a person to coordinate the transportation-related activities of COMPANY related to the PROJECT SITE.

If the VILLAGE OF SUGAR GROVE approves such road closures they will thereafter notify COMPANY of such approval. No road may be closed without approval of the Village of Sugar Grove Engineer. If such approval is not given by the Village of Sugar Grove Engineer, the parties shall cooperate to reasonably find an alternative to the planned closure or limited access or to otherwise minimize disruption to public road traffic and COMPANY construction activities and schedule.

This agreement shall not prohibit the VILLAGE OF SUGAR GROVE from closing a ROAD to any vehicle or combination of vehicles if such closing is authorized by law and is deemed necessary for public safety.

WEIGHT OF VEHICLES:

Vehicles used by COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc., weighing more than ten (10) tons shall travel only on DESIGNATED ROADS. COMPANY agrees to this restriction as an effort to manage potential repetitive road use damage caused by its operations.

MODIFICATIONS:

In the event that temporary modifications are made by COMPANY to DESIGNATED ROADS, upon completion of COMPANY'S operations at the PROJECT SITE, all such temporary modifications shall be removed and the original ROAD restored by COMPANY unless otherwise agreed to by the parties. However upon request from the VILLAGE OF SUGAR GROVE prior to removal, any such temporary modification may permanently remain as property of the VILLAGE OF SUGAR GROVE.

PERFORMANCE ASSURANCE BOND:

COMPANY shall post a bond to cover the cost of any damages made to VILLAGE OF SUGAR GROVE roads, bridges, right-of-way, roadside ditches, traffic control devices, etc. used or affected by COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc. The bond amount shall provide \$200,000 of surety coverage per mile of DESIGNATED ROAD and \$250,000 of surety coverage per BRIDGE utilized by COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc., as identified in Appendix A, and any amendments thereto. A lesser surety amount may be provided if determined by the Village of Sugar Grove Engineer to be sufficient to compensate for potential damage caused to the identified roadway or highway structures.

The performance assurance bond shall be made payable to the VILLAGE OF SUGAR GROVE and shall be issued by a corporation licensed to do business in Ohio and approved by the VILLAGE OF SUGAR GROVE. In lieu of a performance bond, COMPANY may post with the VILLAGE OF SUGAR GROVE a cash deposit in the amounts prescribed above to be held on behalf of the VILLAGE OF SUGAR GROVE by People's Bank. The performance assurance bond shall remain in full force and effect during the term of COMPANY'S EXCESS USE of DESIGNATED ROADS and will continue in full force and effect for two (2) years after acceptance of final repair work by the VILLAGE OF SUGAR GROVE returning DESIGNATED ROADS to pre-existing or better status as set forth on page four (4) of this Agreement. The performance assurance bond is intended to provide VILLAGE OF SUGAR GROVE with assurance that it will be paid by COMPANY for its obligations under this agreement but shall in no way limit COMPANY's obligations or liabilities as otherwise stated in this Agreement.

DRAW CONDITIONS:

The VILLAGE OF SUGAR GROVE may draw upon the performance assurance bond only if and to the extent that COMPANY fails or refuses to promptly perform repairs or to pay the cost of performing repairs. Upon certification by the Village of Sugar Grove Engineer that: COMPANY failed or refused to perform required repairs or to pay the cost of performing repairs; that the VILLAGE OF SUGAR GROVE has performed repairs or caused such work to be performed; that the VILLAGE OF SUGAR GROVE has

incurred expense for the performance of such repair work; and that the VILLAGE OF SUGAR GROVE has submitted such expense for payment to COMPANY without payment rendered, the bond funds may be drawn upon by VILLAGE OF SUGAR GROVE, as applicable, to cover such expenses.

GENERAL PROVISIONS

INDEMNIFY AND HOLD HARMLESS AGREEMENT:

COMPANY shall indemnify, defend, and hold the VILLAGE OF SUGAR GROVE and harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against VILLAGE OF SUGAR GROVE, its officers, affiliates, agents, and/or employees, for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorney's fees and expenditures for personal injury, property damage, or damage to third persons but only to the extent that such action arises from the actions or omissions of COMPANY, its contractors, subcontractors, and all respective agents, employees, representatives, etc. in the course of performance by COMPANY its contractors, subcontractors, and all respective agents, employees, representatives, etc. in connection with the activities of this Agreement.

LETTER OF AUTHORITY:

Upon the request of COMPANY, the VILLAGE OF SUGAR GROVE shall countersign a letter for use by COMPANY evidencing that the movement and transportation of overweight and oversize vehicles, equipment, loads, and other necessary equipment and materials to and from PROJECT SITE have been properly permitted by the VILLAGE OF SUGAR GROVE and that the performance assurance bond has been received by VILLAGE OF SUGAR GROVE.

GOVERNING LAW -- STATE OF OHIO:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions in such state. Any disputes arising under this Agreement between the parties shall be decided by a court of competent jurisdiction in Perry County, Ohio.

AMENDMENTS TO AGREEMENT:

This Agreement shall constitute the complete and entire Agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall alter or modify the written terms herein. This Agreement may be amended only by written Agreement properly executed by the parties.

NOTICES:

All notices, requests, demands and other communications required or permitted to be given by the parties hereunder shall be in writing and shall be delivered in person or by facsimile to the address of the intended recipient as set forth below:

VILLAGE OF SUGAR GROVE:

Insert Engineer's name Travis Groves, Maintenance Supervisor
Village of Sugar Grove Engineer
Address 101 Bridge St. P.O. Box 7 Sugar Grove, OH 43155
Phone: 740-746-8406 Fax: 740-746-9190

COMPANY:

Ohio Field Rep Name: Karen Franks Office: 724-223-2785
Ohio Field Rep Title: Land Project Manager Mobile: 724-255-8360
Ohio Field Rep Business Address: 455 Racetrack Road
Washington, PA 15301 Fax: _____

Any change or alteration to the above contact recipients shall be timely provided in writing to the other party.

RIGHTS AND WAIVERS:

The failure of a party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a party of any provision herein be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

LIABILITY:

COMPANY assumes all liability for subcontractors and or agents working on COMPANY's behalf.

BINDING:

This Agreement shall be binding upon COMPANY and the VILLAGE OF SUGAR GROVE, and their respective successors and assigns.

SEVERABILITY:

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 provision shall not be affected, impaired or invalidated and shall remain in full force and effect.

The status of COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc. under this Agreement shall be that of independent contractors and not that of an agent for the VILLAGE OF SUGAR GROVE. COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc. should at all times during the term of this Agreement conduct themselves in a manner consistent with such status and shall neither hold themselves out as nor claim to be acting in the capacity of VILLAGE OF SUGAR GROVE officers, employees, agents, or representatives. As independent entities, COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall accept responsibility for providing all statutorily required

coverage for workers' compensation, unemployment, disability, or any other coverage required by law for their respective employees.

TERMINATION:

If COMPANY, its contractors, subcontractors, and all respective agents, employees, representative, etc., abandons or otherwise terminates construction, development, or maintenance of the PROJECT SITE, COMPANY shall provide written notice to the VILLAGE OF SUGAR GROVE of such abandonment or termination of its activities. As soon as possible after receipt of such notice, the Village of Sugar Grove Engineer and the COMPANY shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from COMPANY's project activities shall be identified and thereafter completed by the COMPANY at COMPANY's sole expense. Following completion of all restoration work, the Agreement shall be terminated and of no further force or effect. As such, this Agreement shall terminate one (1) year thereafter, or such earlier time as the parties shall otherwise agree with the exception of the extension of the performance assurance bond for two (2) years as previously provided in this Agreement.

RENEWAL:

This agreement shall be effective for a term of one (1) year as dated in the first paragraph of this Agreement and may be renewed annually by agreement of the parties.

SIGNED IN THE PRESENCE OF:

Jeremy A. Van Meter
Clerk - Fiscal Officer
Village of Sugar Grove
12/5/16

J.R. Stoneburner
Mayor J.R. Stoneburner
Village of Sugar Grove
12/5/16

SIGNED IN THE PRESENCE OF:

Karen Franks / Karen Franks
Authorized Agent/Officer
For COMPANY

Appendix A

COMPANY shall be required to:

- 1) Provide for videotaping of the road prior to Project Activities.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Activities.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Activities for those damages caused by said Activities.
- 5) Reimburse Village of Sugar Grove 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 Activities.

Village of Sugar Grove shall:

- 1) Provide for minor maintenance of the road during the Project Activities for damages not caused by said Activity. For any work that is to be reimbursed by the COMPANY to Village of Sugar Grove, Sugar Grove agrees to give 24 hour prior notice to the COMPANY (or agree to notify COMPANY when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Project Activity at the Village of Sugar Grove's cost and expense, including snow/ice control, mowing, etc.

Appendix A

<u>Road Number:</u>	<u>Road Name:</u>	<u>Location:</u>	<u>Miles to be Used:</u>
	Maple Street	Start: Intersection Maple St & CR-65 End: Intersection Maple St & Main St	0.3
	Main Street	Start: Intersection Main St & CR-65 End: Intersection Main St & CR-50	0.6



BOND (License or Permit - Continuous)

LIBERTY MUTUAL INSURANCE COMPANY

181 Bay Street, Suite 1000, Brookfield Place, Toronto, Ontario M5J 2T3

Bond No. BDTO-860043-016

KNOW ALL MEN BY THESE PRESENTS:

THAT WE COLUMBIA GAS TRANSMISSION, LLC as
Principal, and LIBERTY MUTUAL INSURANCE COMPANY, a
corporation duly incorporated under the laws of the State of Connecticut and authorized to do business
in the State of OHIO, as Surety, are held and firmly bound unto
VILLAGE OF SUGAR GROVE, as Oblige, in the
penal sum of ONE HUNDRED EIGHTY THOUSAND---00/100 (\$180,000.00) Dollars, for the
payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for
LEACH XPRESS PIPELINE LINE PROJECT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations,
pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain
in full force and effect.

This bond shall become effective on DECEMBER 1, 2016.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable
hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the
Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

SIGNED, SEALED AND DATED this OCTOBER 27, 2016.

COLUMBIA GAS TRANSMISSION, LLC

LIBERTY MUTUAL INSURANCE COMPANY

Sonja Rivosecchi, Attorney-in-fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint.....**Lois Innes and Sonja Rivosecchi,..... ALL OF THE CITY OF Calgary,..... PROVINCE OF Alberta,.....** each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon and Company as if they had been duly signed by the president and attested by the secretary of the company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-laws, Paul McIntyre, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Toronto, Ontario this 24th day of May, 2016.

LIBERTY MUTUAL INSURANCE COMPANY

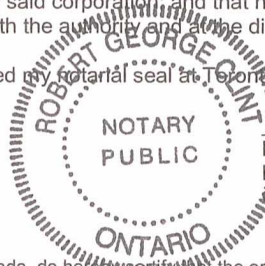


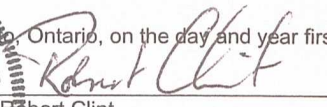
BY 
Paul McIntyre, Assistant Secretary

PROVINCE OF ONTARIO
CITY OF TORONTO

On this **24th** day of **May, 2016**, before me, a Notary Public, personally appeared Paul McIntyre, to me known, and acknowledged that he is a Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and in the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my Notarial seal at Toronto, Ontario, on the day and year first above written.




Robert Clint
Notary Public in and for the Province of Ontario

CERTIFICATE

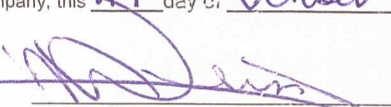
I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company in Canada, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is a Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 day of October, 2016




Michael Weiss, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-416-365-7587 between 9:00 am and 4:30pm EST on any business day.