EMERGENCY ORDINANCE NO. 2020-07

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND CSX TRANSPORTATION, INC. FOR THE INSTALLATION AND MAINTENANCE OF ONE SIX-INCH DIAMETER SUB-GRADE PIPELINE CROSSING, SOLELY FOR THE CONVEYANCE OF POTABLE WATER, AND DECLARING AN EMERGENCY.

WHEREAS, the installation of utilities are necessary to proceed with future improvements to Monroe Bicentennial Commons Park; and

WHEREAS, to provide sufficient water to the area a water line must be installed on property owned by CSX Transportation, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a Facility Encroachment Agreement by and between the City of Monroe and CSX Transportation, Inc. for the installation and maintenance of one six-inch diameter sub-grade pipeline crossing, solely for the conveyance of potable water. The terms and conditions of said Agreement are set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: The City Manager is further authorized to pay $1,950 for a review fee as referred to in said Agreement.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to proceed with the execution of this agreement to avoid any delay in the improvements to Monroe Bicentennial Commons Park. Therefore, this measure shall take effect and be in full force from an after its passage.

PASSED: March 10, 2020

ATTEST:

Clerk of Council

APPROVED:

Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

Clerk of Council
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of October 10, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF MONROE, a municipal corporation, political subdivision or state agency, under the laws of the State of Ohio, whose mailing address is 233 S. Main Street, Monroe, Ohio 45050, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) six inch (6") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Monroe, Butler County, Ohio, Louisville Division, Middletown Subdivision, Milepost BED-8.4, Latitude N39:26:35.00, Longitude W84:25:57.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS ($5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within

thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 513-539-9234.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its

option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for

any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at

eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars ($100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

_____

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

CITY OF MONROE

_____

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

CSX894579 EXHIBIT A

CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.

2. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.

3. THE OPERATION SHALL BE PROGRESSED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.

4. THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.

5. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.

6. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.

7. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS. CSX PROHIBITS THE DISCHARGE OF WATER ONTO ITS PROPERTY WITHOUT PRIOR APPROVAL.

8. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.

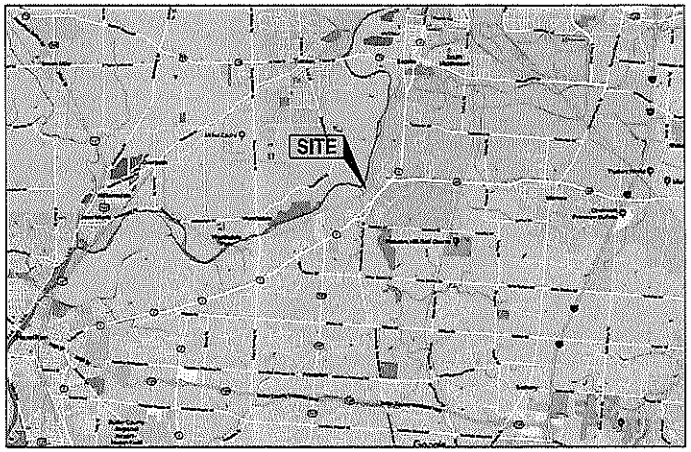
9. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.

10. EXISTING PIPES TO BE ABANDONED WILL BE COMPLETELY FILLED WITH CEMENT GROUT, COMPACTED SAND , OR FLOWABLE FILL.

11. PROJECTS THAT GENERATE SOILS FROM CSX PROPERTY MUST ADHERE TO CSX's SOIL MANAGEMENT POLICIES. CSX REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE PROPERLY DISPOSED IN A CSX APPROVED DISPOSAL FACILITY OR REUSED ON CSX PROPERTY. THE MANAGEMENT OF SOILS GENERATED FROM CSX PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSX PROPERTY.

CSX PROPERTY SERVICES REVIEW
[X] No Exceptions [ ] Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
By: THOMAS PAILY

MONROE BICENTENNIAL COMMONS
BUTLER COUNTY, OHIO
PRIVATE WATER MAIN



VICINITY MAP
NOT TO SCALE

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General Provisions 2
Plan & Profile 3
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Erosion Control 5

APPROVED AS TO ENGINEERING

Bruce G. Brandstetter, P.E., Date
Brandstetter Carroll Inc.

BRANDSTETTER CARROLL INC
ARCHITECTS ENGINEERS PLANNERS
308 East 8th Street, Cincinnati, OH 45202
p. 513.651.4224 www.brandstettercarroll.com

OHIO Utilities Protection SERVICE
Call Before You Dig
800-362-2764

AUGUST, 2019

18128

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CSX994579

GENERAL NOTES

1. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND CONDITIONS PERTAINING TO HIS PHASE OF WORK. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNERS OF THE VARIOUS UTILITIES FOR PROPER LOCATION OF EACH UTILITY BEFORE WORK IS STARTED. THE CONTRACTOR SHALL NOTIFY, IN WRITING, THE OWNER OR THE ENGINEER OF ANY CHANGES, OMISSIONS, OR ERRORS FOUND ON THESE PLANS OR IN THE FIELD BEFORE WORK IS STARTED OR RESUMED. THE ENGINEER IS NOT RESPONSIBLE FOR EXACT OR ACCURATE LOCATION OF EXISTING UTILITIES SHOWN HEREIN.
2. UTILITIES SHOWN IN PROFILE VIEWS ARE SHOWN AT APPROXIMATE ELEVATION AND STATION.
3. IF ANY DISCREPANCY IS FOUND BETWEEN THESE CONSTRUCTION DOCUMENTS AND ACTUAL FIELD CONDITIONS, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
4. COORDINATE CONTROL FOR CONSTRUCTION LAYOUT SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
5. PIPE LENGTHS AND SLOPES SHOWN HEREIN ARE MEASURED/CALCULATED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
6. ALL CONSTRUCTION SPOILS, DEBRIS, TRASH, AND ITEMS REMOVED OR DEMOLISHED SHALL BE REMOVED AND DISPOSED OF AT THE CONTRACTOR'S EXPENSE. ALL EXCAVATED MATERIALS NOT SUITABLE FOR BACK FILL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A WASTE DISPOSAL PLAN FOR THE ENGINEER'S APPROVAL.
7. AN 18" VERTICAL SEPARATION AND A 10' HORIZONTAL SEPARATION IS TO BE MAINTAINED BETWEEN WATER MAINS, HYDRANTS AND SEWERS (STORM AND SANITARY).
8. THE CONTRACTOR SHALL ADEQUATELY SUPPORT ALL EXISTING UTILITIES EXPOSED OR AFFECTED BY WORK RELATED TO THIS PROJECT.
9. ALL CONSTRUCTION ACTIVITIES SHALL BE RESTRICTED TO 7:00 A.M. UNTIL 7:00 P.M. UNLESS OTHERWISE NOTED.
10. ALL CONSTRUCTION ACTIVITY ON THIS SITE IS TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKER SAFETY.
11. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY BARRICADES, FENCES, WARNING SIGNS, DANGER SIGNALS, FLAG PERSON(S), WATCHERS, AND ALL OTHER APPROPRIATE PRECAUTIONS NECESSARY FOR THE PROTECTION OF THE WORKERS AND THEIR SAFETY.
12. ANY CONSTRUCTION EQUIPMENT OR EXCAVATIONS WHICH ARE NEAR ROADS, DRIVEWAYS OR WALKWAYS MUST BE MARKED WITH BARRICADES, LIGHTS, FENCING AND REFLECTORS.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A SAFE CONSTRUCTION SITE AND FOR KEEPING SURROUNDING STREETS NEAT AND CLEAN. THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL REQUIRED ON PUBLIC ROADWAYS NEAR THE PROJECT. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION SHALL CONFORM TO APPLICABLE ODOT AND BUTLER COUNTY STANDARDS.
14. THE CONTRACTOR SHALL DEVELOP A MAINTENANCE OF TRAFFIC PLAN CONFORMING TO APPLICABLE CODES AND REGULATIONS, AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
15. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE REQUIREMENTS OF THE "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
16. ALL CONSTRUCTION ACTIVITY SHALL BE RESTRICTED TO THE PUBLIC RIGHT OF WAY AND TEMPORARY AND/OR PERMANENT EASEMENT LIMITS.
17. THE CONTRACTOR SHALL DEVELOP AN EROSION AND SEDIMENT CONTROL PLAN AND SCHEDULE, WHICH SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION. COMPLY WITH ODNR MANUAL OF RAINWATER AND LAND DEVELOPMENT FOR EROSION AND SEDIMENT CONTROL. INSTALL SEDIMENT BASINS AND EROSION CONTROL MEASURES BEFORE DISTURBING THE LAND.
18. CLEARING AND GRUBBING SHALL NOT COMMENCE UNTIL SUCH TIME THAT THE CONTRACTOR IS PREPARED TO START CONSTRUCTION.
19. ALL NON-PAVED AREAS DISTURBED BY THE CONSTRUCTION PROCESS SHALL BE FERTILIZED AND SEEDED UNLESS NOTED OTHERWISE. ADEQUATE MULCHING SHALL BE PLACED AFTER SEEDING AND FERTILIZING. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ADEQUATE GROWTH IS ESTABLISHED. SODDING WILL BE REQUIRED AS PER BUTLER COUNTY REQUIREMENTS. EXISTING PAVED AREAS DISTURBED BY WORK RELATED TO THIS PROJECT SHALL BE RESTORED IN KIND AS SHOWN HEREIN.
20. DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS. FINAL GRADING AND RESTORATION SHALL BE CONSISTENT WITH PRE-CONSTRUCTION TOPOGRAPHY OR AS SHOWN HEREIN TO MAINTAIN DRAINAGE AND AESTHETICS. COMPACT, SEED AND MULCH TRENCHES WITHIN 30 DAYS AFTER THEY HAVE BEEN GRADED.
21. SITES UTILIZED BY THE CONTRACTOR FOR THE PURPOSE OF STORING EQUIPMENT, EXCESS EXCAVATED MATERIALS, STRIPPED TOPSOIL, ETC., SHALL BE ENVIRONMENTALLY SUITABLE FOR SUCH PURPOSE AND SHALL BE APPROVED IN ADVANCE BY THE ENGINEER. ENVIRONMENTALLY SUITABLE SITES SHALL BE LEVEL, DEVOID OF MATURE STANDS OF TREES, AND ISOLATED FROM DRAINAGE FACILITIES AND FEATURES, WETLANDS, STREAMS AND STREAM CORRIDORS.
22. SOIL AND OTHER FILL MATERIAL AND CONSTRUCTION EQUIPMENT SHALL NOT BE STORED NEXT TO OR WITHIN THE DRIP-LINE OF TREES.
23. IF WORK IS SUSPENDED FOR ANY REASON, THE CONTRACTOR SHALL MAINTAIN THE SOIL EROSION AND SEDIMENTATION CONTROL FACILITIES IN GOOD CONDITION DURING THE SUSPENSION OF WORK. ALSO, WHEN SEASONAL CONDITIONS PERMIT AND THE SUSPENSION OF WORK IS EXPECTED TO EXCEED A PERIOD OF ONE MONTH, THE CONTRACTOR SHALL PLACE TOPSOIL, FINE GRADE, SEED, FERTILIZE AND MULCH ALL DISTURBED AREAS LEFT EXPOSED WHEN WORK IS STOPPED, AS SPECIFIED HEREIN.
24. WITHIN THE CONSTRUCTION EASEMENTS AND PUBLIC RIGHT-OF-WAYS, NO TREE SHALL BE REMOVED WITHOUT WRITTEN PERMISSION OF THE OWNER, EXCEPT AS INDICATED ON THE DRAWINGS. REMOVE ONLY THOSE TREES, SHRUBS, AND GRASSES THAT MUST BE REMOVED TO PERMIT ACTUAL CONSTRUCTION. PROTECT THE REMAINING TREES AND VEGETATION TO PRESERVE THEIR AESTHETIC AND EROSION CONTROL VALUES.
25. DUST CONTROL MEASURES SHALL BE UTILIZED WITH DUST KEPT TO A MINIMUM AT ALL TIMES.

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EXHIBIT A

BRANDSTETTER CARROLL INC
ARCHITECTS ENGINEERS PLANNERS
164 East 4th Street, Cincinnati, Ohio 45202-4004 (513) 381-2121

Revisions:
Issue Date:

Monroe Bicente Commons

Butler County, Ohio

General Provisions

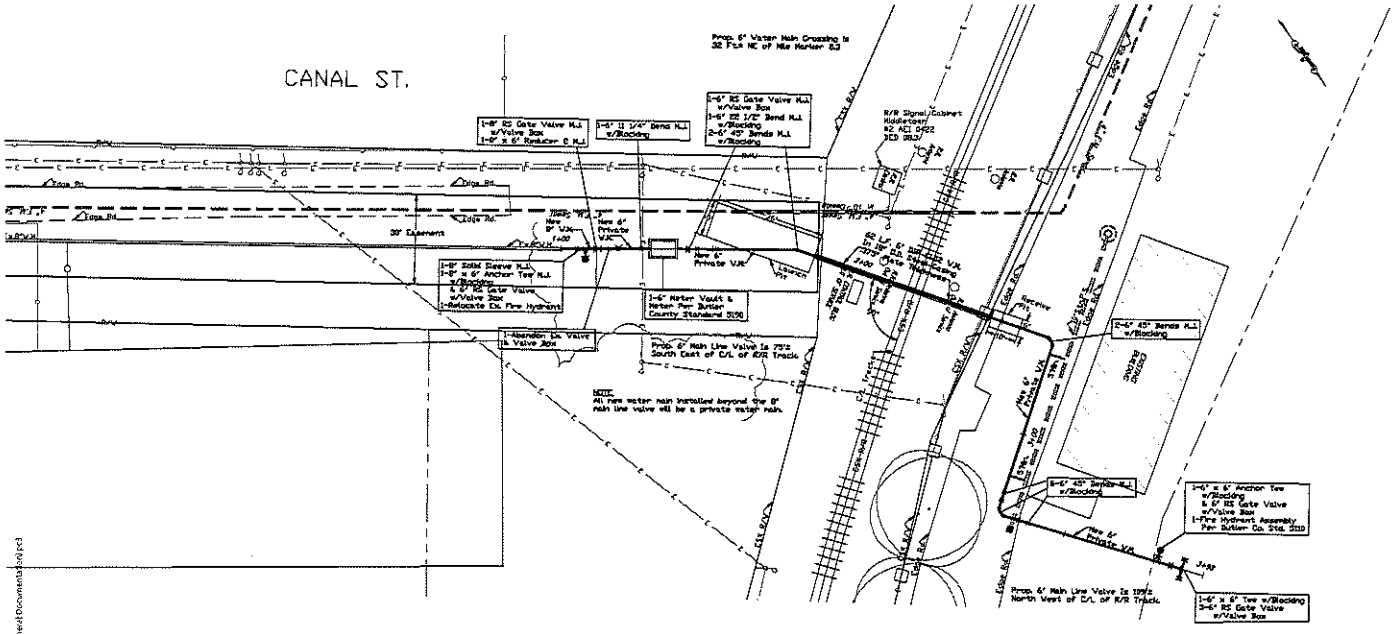
Project No.

18128 | 2

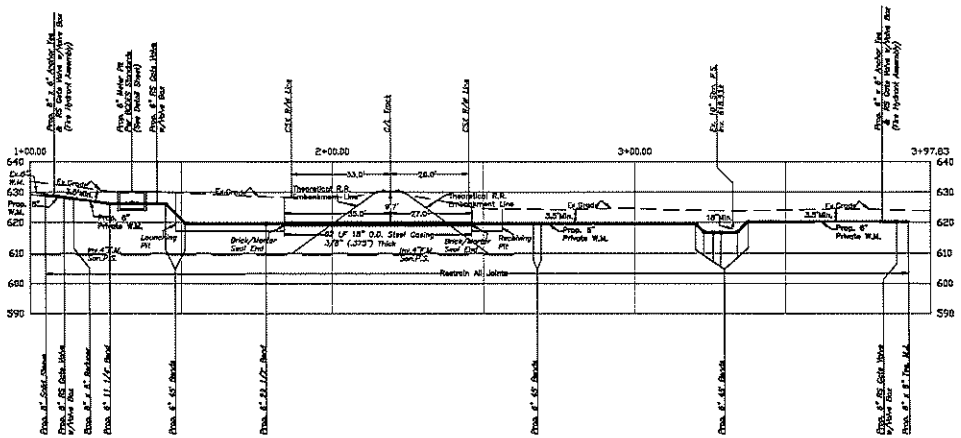
9/30/2019

CSX894579

EXHIBIT A

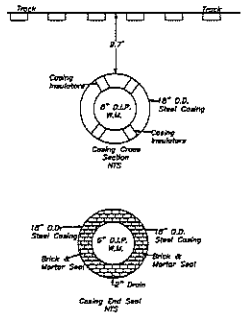


PLAN
1" = 20'



Casing Notes:

1. *All Pipe Within The Casing Shall Be Installed With Casing Insulators And Shall Be Restrained With Field Lok Gaskets Or Approved Equal*
2. *Two Casing Insulators Per Section Of Pipe.*
3. *All Insulators Must Be Approved By Butler County D.E.S.*
4. *Completely Fill All Voids Between The Outside Of The Pipe And The Casing With Pea Gravel.*
5. *Brick And Mortar Seal Both Ends Of Casing Pipe. (See Detail This Sheet)*
6. *Joints Between The Sections Of The Casing Pipe Shall Be Fully Welded Around The Complete Circumference Of The Casing Pipe.*



PROFILE
1"=20' H
1"=20' V

AUGUST, 2019

BRANDSTETTER CARROLL INC
ARCHITECTS ENGINEERS PLANNERS

Revisions:
Issue Date:

Monroe Bicentennial Commons
Monroe, Ohio
PO Box 330
233 So. Main St.
Monroe. OH 45050

CSX Permit Application

Plan & Profile

Project No.
18128

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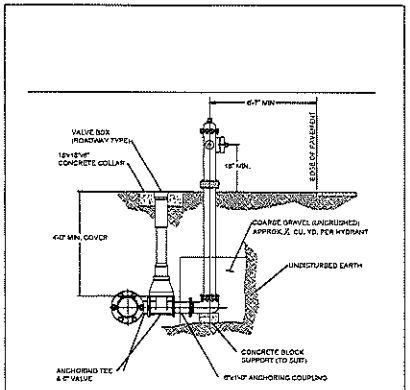
EXHIBIT A



NOTES:

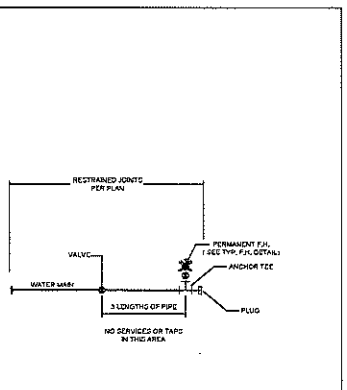
1.) VERIFY LOCATION OF F.H. RELATIVE TO WATER MAIN ON PLANS.

2.) CHECK STREET DETAILS FOR RELATIONSHIP BETWEEN MAIN, STREET AND F.H.

TYPICAL FIRE HYDRANT INSTALLATION

BUTLER COUNTY WATER AND SEWER
130 HIGH STREET
HAMILTON, OH 45011
TELEPHONE: 513-887-3066
FAX: 513-887-3777

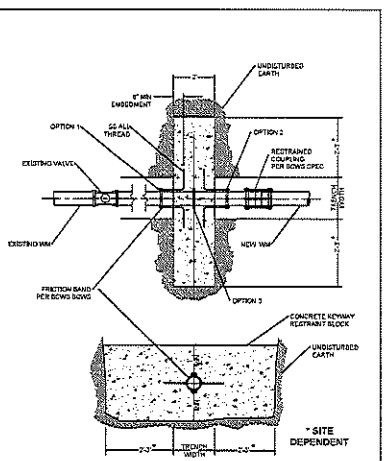
5110



DEAD END DETAIL W/ PERMANENT F.H.

BUTLER COUNTY WATER AND SEWER
130 HIGH STREET
HAMILTON, OH 45011
TELEPHONE: 513-887-3066
FAX: 513-887-3777

5130

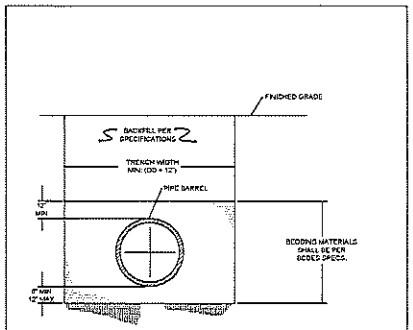


NOTE:
AS PART OF THE WATER MAIN TIE-IN TO EXISTING WATER MAIN, A KEYWAY SHALL BE INSTALLED 72 HOURS AHEAD OF TIME WITH STAINLESS STEEL COLLARS (FRICTION BANDS) AND TWO (2) STAINLESS STEEL ALL THREAD RODS TO RESTRAIN THE EXISTING WATER MAIN/VALVE AND PREVENT THE VALVE FROM BLOWING OFF THE END OF THE EXISTING MAIN. MINIMUM 2 CUBIC YARDS OF CONCRETE WILL NEED TO BE POURED TO BEAR ON MINIMUM 8 SQUARE FEET OF UNDISTURBED SOIL. LINE ITEM IS INCLUDED FOR EACH KEYWAY INSTALLED AND APPROVED.

KEYWAY/RESTRAINT BLOCK DETAIL

BUTLER COUNTY WATER AND SEWER
130 HIGH STREET
HAMILTON, OH 45011
TELEPHONE: 513-887-3066
FAX: 513-887-3777

5310



TYPICAL TRENCH DETAIL WATER MAIN INSTALLATION

BUTLER COUNTY WATER AND SEWER
130 HIGH STREET
HAMILTON, OH 45011
TELEPHONE: 513-887-3066
FAX: 513-887-3777

5280

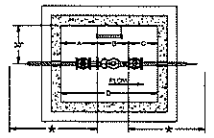
* OMNI METER INSTALLATION INSTRUCTIONS:

1. WHEN INSTALLING SENSUS OMNI METERS WITH THE STRAINER, A MINIMUM OF 2 1/2 PIPE DIAMETERS OF STRAIGHT RUN OF PIPE OR EQUIVALENT FULL OPEN COMPONENTS IS REQUIRED UPSTREAM AND DOWNSTREAM OF THE METER OR STRAINER FLANGES. FULL OPEN FLOW COMPONENTS MAY CONSIST OF: STRAIGHT PIPE, FULL OPEN GATE VALVES, BYPASS TEES AND CONCENTRIC REDUCERS (1 NOMINAL PIPE SIZE REDUCTION ONLY). FOR ALL OTHER INSTALLATION CONFIGURATIONS, A MINIMUM OF 5 PIPE DIAMETERS OF STRAIGHT RUN IS REQUIRED UPSTREAM.

2. GATE VALVES LOCATED IMMEDIATELY UPSTREAM OR DOWNSTREAM ARE ACCEPTABLE, PROVIDED THEY ARE FULLY OPEN DURING METER SERVICE AND ARE NOT USED TO THROTTLE FLOW RATED THROUGH THE METER.

3. INSTALL NONCONCENTRIC REDUCERS, CHECK VALVES, BACKFLOW PREVENTERS, PRV (PRESSURE REDUCING VALVES), THROTTLING DEVICES, ALTITUDE VALVES NO CLOSER THAN 4 PIPE DIAMETERS DOWNSTREAM OF THE METER. ALWAYS AVOID PLACING ANY OF THESE DEVICES UPSTREAM OF ANY METER SINCE THE PLACEMENT WILL PUT THE METER IN A LOW PRESSURE ZONE THUS POSSIBLY CAUSING INCONSISTENT ACCURACY AND REDUCED LONGEVITY.

NOTE: OMNI METERS CAN BE INSTALLED VERTICALLY OR ROTATED ON THE BOLT PATTERN IN ANY ORIENTATION.

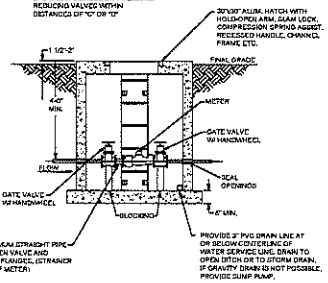


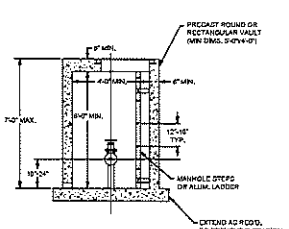
NOTE:
NO ELBOWS, BENDS, REDUCERS, BACKFLOW DEVICES OR PRESSURE REDUCING VALVES WITHIN DISTANCES OF "C" OR "D"

NOTE:
METER VAULTS DESIGNED FOR
1) DOMESTIC USE ONLY 3" AND LARGER MUST BE APPROVED BY THE DIRECTOR OF BOWS.

2) ALL DOMESTIC WATER METERS SHALL BE SENSUS OMNI C2 TYPES FOR SIZES OF 1 1/2" AND LARGER. NONDOMESTIC, (IE; DEDUCT, IRRIGATION), MAY BE EITHER SENSUS OMNI T2 OR C2 TYPES FOR SIZES OF 1 1/2" AND LARGER.

DESCRIPTION	MIN.	EXACT	MIN.	MIN.
	A	B	C	D
3" C2 OMNI	16'	17'	9'	6'-0"
3" T2 OMNI	16'	19'	16'	6'-0"
4" C2 OMNI	20'	22'	12'	6'-0"
4" T2 OMNI	28'	29'	20'	7'-0"
6" C2 OMNI	32'	34'	16'	8'-0"
6" T2 OMNI	36'	37'	36'	9'-6"





STANDARD INSTALLATION FOR 3" AND LARGER WATER METERS

BUTLER COUNTY WATER AND SEWER
130 HIGH STREET
HAMILTON, OH 45011
TELEPHONE: 513-887-3066
FAX: 513-887-3777

5190

BRANDSTETTER CARROLL INC
ARCHITECTS ENGINEERS PLAN

Revisions:
Issue Date:

Monroe Bicente Commons

Butler County, Ohio

Details

Project No.

18128

4

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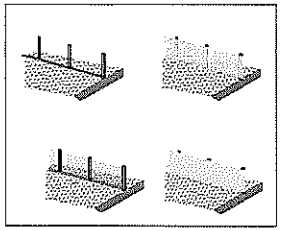
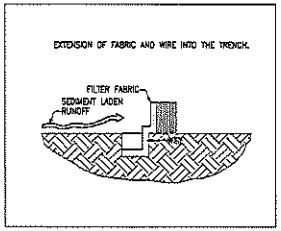
NOTE:
THE NOTES AND DETAILS SPECIFIED HEREIN ARE INTENDED TO CONFORM TO THE BUTLER COUNTY D E S WATER MANAGEMENT AND SEDIMENT CONTROL REGULATIONS, AND SHALL BE CONSTRUCTED AND MAINTAINED AS SUCH. THE CONTRACTOR SHALL ALSO CONSTRUCT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL DEVICES IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS. IN THE EVENT OF CONFLICTING INSTRUCTIONS IN REGARDS TO EROSION AND SEDIMENT CONTROL, THE BUTLER COUNTY D E S WATER MANAGEMENT AND SEDIMENT CONTROL REGULATIONS SHALL GOVERN.



POSTED SILT FENCE CONSTRUCTION



SECTION THROUGH TRENCH

SILT FENCE PLACEMENT

N.T.S.

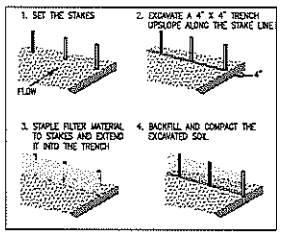
SILT FENCE PLACEMENT NOTES:

I. SHEET (OVERLAND) FLOW APPLICATIONS ONLY

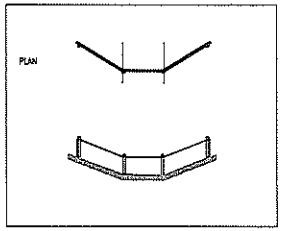
1. THE HEIGHT OF THE SILT FENCE SHALL NOT BE LESS THAN THIRTY-SIX (36) INCHES.
2. BURLAP OR STANDARD STRENGTH FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL TO AVOID JOINTS. A SIX (6) INCH LAP IS REQUIRED AT A POST FOR ALL NECESSARY JOINTS.
3. STAKES FOR SILT FENCES SHALL BE TWO INCH BY TWO INCH (2" X 2") WOOD OR 1.33 LBS./LIN. FT. STEEL WITH A MINIMUM LENGTH OF FIVE (5) FEET.
4. MAXIMUM POST SPACING SHALL BE TEN (10) FEET WHEN WIRE SUPPORT FENCE IS USED AND A MAXIMUM OF SIX (6) FEET WHEN NO WIRE SUPPORT IS USED.
5. CONSTRUCT A FOUR INCH BY FOUR INCH (4" X 4") TRENCH ALONG THE LINE OF THE STAKES AND UPSLOPE FROM THE BARRIER.
6. WHEN STANDARD STRENGTH FABRIC IS USED, WITH STANDARD POST SPACING, A WIRE SUPPORT FENCE SHALL BE USED AND MUST BE EXTENDED INTO THE TRENCH A MINIMUM OF TWO (2) INCHES.
7. WHEN EXTRA STRENGTH FABRIC IS USED IN CONJUNCTION WITH CLOSER POST SPACING THE FABRIC CAN BE STAPLED DIRECTLY TO THE POSTS WITH EIGHT (8) INCHES OF FABRIC EXTENDING INTO THE TRENCH.
8. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER MATERIAL.

II. MAINTENANCE

1. SILT FENCES SHALL BE INSPECTED AFTER EACH RAIN EVENT.
2. SEDIMENT REMOVAL SHALL OCCUR WHEN THE DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE SILT FENCE.
3. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED.



STAKED FILTER BARRIER CONSTRUCTION



PLACEMENT OF STAKED FILTER BARRIER IN DRAINAGE WAY

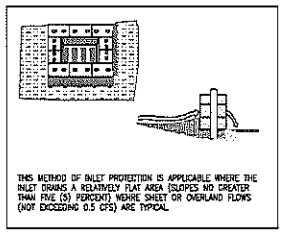
FILTER BARRIER PLACEMENT NOTES:

I. SHEET (OVERLAND) AND CHANNEL FLOW APPLICATIONS

1. THE HEIGHT OF THE FILTER BARRIER SHALL BE AT LEAST FIFTEEN (15) INCHES AND NO GREATER THAN EIGHTEEN (18) INCHES.
2. BURLAP OR STANDARD STRENGTH FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL TO AVOID JOINTS.
3. STAKES FOR FILTER BARRIERS SHALL BE AT A MINIMUM OF ONE INCH BY TWO INCH (1" X 2") WOOD OR EQUIVALENT METAL WITH A MINIMUM LENGTH OF THREE (3) FEET.
4. MAXIMUM STAKE SPACING SHALL BE THREE (3) FEET.
5. CONSTRUCT A FOUR INCH BY FOUR INCH (4" X 4") TRENCH ALONG THE LINE OF THE STAKES AND UPSLOPE FROM THE BARRIER.
6. THE FILTER MATERIAL IS EXTENDED INTO THE TRENCH.
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER MATERIAL.
8. IF A FILTER BARRIER IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, THE BARRIER SHALL BE OF SUFFICIENT LENGTH TO ELIMINATE END FLOW, AND THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE. PLACEMENT OF FILTER BARRIER SHALL FOLLOW THE CONTOUR.

II. MAINTENANCE

1. FILTER BARRIERS SHALL BE INSPECTED AFTER EACH RAIN EVENT.
2. SEDIMENT REMOVAL SHALL OCCUR WHEN THE DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
3. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED.



STRAW BALE DROP INLET SEDIMENT FILTER

STORM DRAIN (STRAW BALE) INLET PROTECTION NOTES:

I. CONSTRUCTION SPECIFICATIONS

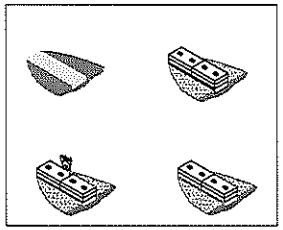
1. BALES SHALL BE EITHER WIRE BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
2. BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
3. THE INLET PROTECTION SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET THE WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR (4) INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE STRAW BALES.
4. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN COMPLETELY THROUGH THE BALE AND PENETRATING THE SOIL BY A MINIMUM OF SIX (6) INCHES.
5. LOOSE STRAW SHALL BE WEDGED BETWEEN BALES TO PREVENT RUNOFF FROM ENTERING BETWEEN BALES.

II. MAINTENANCE

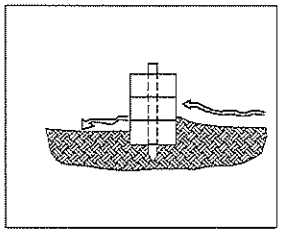
1. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN EVENT.
2. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP.
3. STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

STORM DRAIN INLET PROTECTION

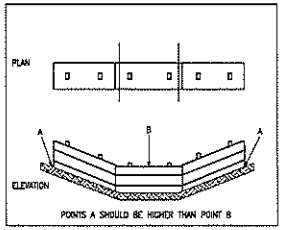
N.T.S.



CONSTRUCTION OF A STRAW BALE BARRIER



CROSS SECTION OF PROPERLY INSTALLED STRAW BALE



PLACEMENT OF STRAW BALE BARRIER IN DRAINAGE WAY

STRAW BALE PLACEMENT NOTES:

I. SHEET (OVERLAND) FLOW APPLICATIONS

1. BALES SHALL BE PLACED IN A SINGLE ROW, LENGTH ON THE CONTOUR, WITH BOTH ENDS OF ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER.
2. ALL BALES SHALL BE EITHER WIRE BOUND OR STRING TIED. STRAW BALES SHALL BE INSTALLED SO THAT THE BINDINGS ARE ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES PREVENT DETERIORATION OF THE BINDINGS.
3. THE BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED THE WIDTH OF ONE BALE AND THE LENGTH OF THE PROPOSED BARRIER TO A MINIMUM DEPTH OF FOUR (4) INCHES. AFTER THE BALES ARE STAKED AND CHINKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AGAINST THE BARRIER. BACKFILL SOIL SHALL CONFORM TO THE GROUND LEVEL ON THE DOWNHILL SIDE AND SHALL BE BUILT UP TO FOUR (4) INCHES AGAINST THE UPHILL SIDE OF THE BARRIER.
4. EACH BALE SHALL BE SECURELY ANCHORED BY AT LEAST TWO (2) STAKES OR STEEL BARS DRIVEN COMPLETELY THROUGH THE BALE AND PENETRATING THE SOIL BY A MINIMUM OF SIX (6) INCHES.
5. THE GAPS BETWEEN THE BALES SHALL BE CHINKED (FILLED BY WEDGING) WITH LOOSE STRAW TO PREVENT RUNOFF LEAKAGE BETWEEN THE BALES.

II. CHANNEL FLOW APPLICATIONS

1. BALES SHALL BE PLACED IN A SINGLE ROW, LENGTHWISE, ORIENTED PERPENDICULAR TO THE CONTOUR, WITH ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER.
2. SEE STEPS 2. THROUGH 5. FOR SHEET FLOW APPLICATIONS.
3. THE BARRIER SHALL BE EXTENDED TO SUCH A LENGTH THAT THE BOTTOMS OF THE END BALES ARE HIGHER IN ELEVATION THAN THE TOP OF THE LOWEST MIDDLE BALE. (SEE DETAIL ENTITLED "PLACEMENT OF STRAW BARRIER IN DRAINAGE WAY")

III. MAINTENANCE

1. INSPECTIONS SHALL BE MONTHLY AT A MINIMUM AND AFTER EACH RAIN EVENT.
2. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS, AND THE UNDERCUTTING OF BARRIERS BY RUNOFF.
3. SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION HAS REACHED APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
4. ANY SEDIMENT DEPOSITS REMAINING AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

EXHIBIT A

BRANDSTETTER CARROLL INC
ARCHITECTS ENGINEERS PLAN

Revisions:
Issue Date:

Monroe Bicente Commons

Butler County, Ohio

Erosion Control

Project No.

18128 | 5

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