

MARCH 4, 2010

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and approving the current bills. At 9:00 a.m. the meeting was called to order by President Howard "Joe" Foster. Roll Call: President Mr. Howard J. "Joe" Foster, present; Vice-President Mr. Justin L. Fallon present and Member Ms. Lois M. Snyder, present.

President Foster entertained a motion for approval of the February 25, 2010 minutes. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
JFS	Kitty Griffith	3-11	Ironton	WIA Fiscal Meeting
	Kitty Griffith Summer Martyn	3/24	Chillicothe	Fiscal Meeting
Commissioners	Justin Fallon	3/26	Columbus	ConnectOhio
	Joe Foster Justin Fallon Lois Snyder	3/11	Wellston	Solid Waste

President Foster entertained a motion to approve travel requests as submitted. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

Animal Shelter Canine Weekly Report										
Week Ending	# IN	Adopted	Reclaimed	Euthanized	Died (Natural Causes)	Rescued	Destroyed (in field)	# Out	In Foster Care	Remaining at Shelter
3/1/10	35	4	0	15	1	1	0	21	9	34

FY 2010 CDBG FORMULA PROGRAM

County Administrator Karen Sprague presented the Commission with the FY 2010 CDBG Formula Program Packets which will be distributed at this First Public Meeting to be held as follows: Tuesday, March 9, 2010 at 7:00 PM in the Gallia County Courthouse, second floor meeting room. Karen Sprague also asked that date and the Packet contents be approved as presented, including the 2010 Project Rating Sheet. Justin Fallon made and Lois Snyder seconded a motion to set the date as stated above and approve the 2010 packets. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea.

STATUS REPORT
FY 2009 CDBG FORMULA GRANT (B-F-09-025-1)

The County Administrator presented the Commission with the Status Report for the period September 1, 2009 thru March 2, 2010 for the County's FY 2009 CDBG Formula Grant (B-F-09-025-1), which must be submitted to the Ohio Department of Development. Joe Foster entertained a motion that the Status Report be approved and signed as presented. Lois Snyder made and Joe Foster seconded that motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

STATUS REPORT
FY 2008 CDBG WATER/SEWER GRANT (B-W-08-025-1)

The County Administrator presented the Commission with the Status Report for the period September 2, 2009 thru March 3, 2010 for the County's FY 2008 CDBG Water/Sewer Grant (B-W-08-025-1), which must be submitted to the Ohio Department of Development. Joe Foster entertained a motion that the Status Report be approved and signed as presented. Lois Snyder made and Justin Fallon seconded that motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

STATUS REPORT
FY 2009 ARRA CDBG WATER/SEWER GRANT (B-R-09-025-1)

The County Administrator presented the Commission with the Status Report for the period September 1, 2009 thru March 2, 2010 for the County's FY 2009 ARRA CDBG Water/Sewer Grant (B-R-09-025-1), which must be submitted to the Ohio Department of Development. Joe Foster entertained a motion that the Status Report be approved and signed as presented. Lois Snyder made and Justin Fallon seconded that motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

EXECUTIVE SESSION

At 9:30 a.m. Joe Foster entertained a motion to enter into executive session with County Administrator Karen Sprague for personnel issues. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 9:38 a.m.; no action taken.

OSU AGENCY UPDATE

Tracy Winters, Richard Stephens and seasonal intern Summer Blankenship met with the Commissioners for an agency update. Summer was introduced and will be working in the office through August.

Ms. Winters distributed an EERA Events flyer and gave an update on the 4-H division. There are currently 6-7 educators in a 10 county area and they are offering joint officer & volunteer training. A Q&A is also being offered in each county which alleviates duplication of programs.

Mr. Stephens gave an update in the Agriculture division. He advised that there are only 5 educators in 10 counties. Some that lost their educators were counties that were very strong in agriculture; which makes it difficult for the

educators to handle everything. Counties without funding have less programming and they are attending in bordering counties. He also advised they hope to reestablish field days in the fall.

Stephens also wanted to caution everyone about the tobacco growers in the county. He advised that contracts have been released for the 2010 growing season, with 40% being cut and or reductions of 20-30% which will affect Gallia County very hard. We are going to have to start looking at alternatives to tobacco.

The Farmers Market board has been established and they are currently writing bylaws and a constitution. This project is moving along nicely.

Issue 2 – is still in back room discussions with some drafts being reviewed. John Jackson is very interested in a position on the Ohio Livestock Care Standards Board. Foster stated that the commodity groups here in the county within the agricultural community need to send letters of support for his appointment to the Governor, since he will be appointing 11 out of 13 members.

EXECUTIVE SESSION - OSU

At 9:57 a.m. Joe Foster entertained a motion to enter into executive session with Richard Stephens for contracts issues. Justin Fallon made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 10:00 a.m.; no action taken.

911 AGENCY UPDATE

Director Sherry Daines updated the Commission on the 911 agency. She is attending the area fire department meetings and the monthly Fire Association meeting to get out and make sure they know they would receive the same service as in the past. She has also set up individual email addresses for the 911 employees; this should decrease the amount of paperwork and keep everyone updated. The MARC's system is up and running in the County, not yet in the cruisers but they are ready in their office which will complete all safety and law enforcement. She is also on the HazMat Committee. There are two students coming to the 911 facility tomorrow for academic projects. She stated that everything continues to run very smoothly.

EXECUTIVE SESSION - 911

At 10:07 a.m. Joe Foster entertained a motion to enter into executive session with 911 Director Sherry Daines for personnel issues. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 10:15 a.m.; no action taken.

EXECUTIVE SESSION – DJFS

At 10:17 a.m. Joe Foster entertained a motion to enter into executive session with DJFS Director Dana Glassburn for personnel issues. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 10:42 a.m.; no action taken.

WORK RELEASE CENTER RATES

Sheriff Joe Browning submitted a work release contract letter as follows:

March 4, 2010

Dear Community Corrections Partner,

This letter is to inform you of our new work release center that is set to open in the near future. The center is staffed by Gallia County Sheriff's Office staff and is based on the principal of rehabilitation and accountability from the inmate.

The cost of housing is set at \$35 per day for in county residents and \$38 for out of county residents which includes three meals. There is a billable option for direct bill to the offender or to the sentencing jurisdiction. The inmate needs to be deemed as a "Non Violent Offender" by both your court and our screener. The inmate is required to sign a contract (copy enclosed) and comply with all of the mandated items in the contract.

We have partnered with several of our community counseling and addiction services providers to come to the center for ongoing interaction with those that are housed there. If you are interested in participating in the work release center program please call our office.

Sincerely,

Joe Browning
Gallia County Sheriff

Lois Snyder made and Justin Fallon seconded the motion to approve the work release center daily rates as recommended by the Sheriff and described above (\$35 in county, and \$38 for out of county). Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

COOPERATIVE LAW ENFORCEMENT PLAN – WAYNE NATIONAL FOREST

Sheriff Joe Browning submitted the 2010 Operating and Financial Plan for Cooperative Law Enforcement between the Sheriff's Department and the U.S. Forest Service, Wayne National Forest for signature. This plan is for the time period April 15, 2010 through September 30, 2010. Upon the recommendation of the Sheriff, Lois Snyder made and Justin Fallon seconded the motion to approve the submitted plan. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

A complete copy of the plan is on file in the Commissioners Office.

POLICE PROTECTION AGREEMENT – VILLAGE OF CHESHIRE

Sheriff Joe Browning submitted a Police Protection Agreement with the Village of Cheshire. Justin Fallon made and Lois Snyder seconded the motion to approve agreement as recommended by Sheriff Browning. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. The agreement is as follows:

AGREEMENT

This Agreement made and concluded this 1st day of March 2010, by and between the Village of Cheshire, Joseph R. Browning, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Cheshire, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Village of Cheshire, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour to be used for expense and maintenance of Gallia County Sheriff's Office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
3. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
4. The Village and Gallia County Sheriff's Office hereby agree to keep the current personnel of the Village as the deputy assigned to duty for the Village unless circumstances beyond either parties control would dictate a change.
5. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Seventeen Dollars (\$17.00) per hour, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
6. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
7. The Village of Cheshire will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: Any equipment that may be in use at this time.
8. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Cheshire for police protection.
9. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Cheshire, Ohio for its use.
10. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Cheshire understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from April 1, 2010 through March 31, 2011.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 4th day of March, 2010.

SIGNED AND ACKNOWLEDGED

GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

Joseph R. Browning, Sheriff

s/Connie Palmer

VILLAGE OF CHESHIRE

s/G Beebe

s/John Westfall

s/Leaa Cameron Berger

Mayor
Clerk

s/Roy Taylor

GALLIA COUNTY COMMISSIONERS

s/Howard J. Foster
President

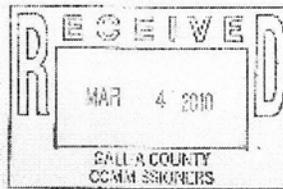
APPROVED AS TO FORM:

s/Jeffrey Adkins

Gallia County Prosecuting Attorney

BID AWARD – VARIOUS ROAD MATERIALS

The following letter was received from County Engineer Brett Boothe:



March 4, 2010

Gallia County Commissioners
Gallia County Courthouse
Gallipolis, OH 45631

Commissioners,

After reviewing the bids received on February 25, 2010, I hereby recommend the following be awarded.

<u>ITEMS</u>	<u>COMPANY</u>	<u>UNIT</u>	<u>PRICE</u>
CHOKLE	WATERLOO		13.00
CURB/SHOULDER RUN	WATERLOO		13.50
304	WATERLOO		13.00
410	WATERLOO		13.00
617	WATERLOO		13.00
9	WATERLOO		13.75
8	WATERLOO		13.75
67	WATERLOO		13.75
57	WATERLOO		13.75
4	WATERLOO		13.75
3	WATERLOO		13.75
2	WATERLOO		13.75
1	WATERLOO		13.75
0	WATERLOO		16.25
DUMP ROCK (D)	WATERLOO		18.25
DUMP ROCK (C)	WATERLOO		18.25
5 WASHED STONE	WATERLOO		14.95
57 WASHED STONE	WATERLOO		14.95
MEL-30	MARATHON PETROLEUM CO.		2.79
R5-2	MARATHON PETROLEUM CO.		1.8335

Respectfully,

Brett A. Boothe, P.E., P.S.
Gallia County Engineer

BAB/rlj

cc: file

1167 State Route 160 • Gallipolis OH 45631
740-446-4009 • Fax 740-441-2032 • www.gallianet.net

Justin Fallon made and Lois Snyder seconded the motion to award the bids as recommended by County Engineer Brett Boothe. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

SAFETY STUDY GRANT AGREEMENT

The County Engineer submitted a Safety Study Grant Agreement with MasterMind Systems, Inc., for approval and signature. Lois Snyder made and Justin Fallon seconded the motion to approve the submitted agreement as recommended by the County Engineer and contingent on signature of prosecutor. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Contract is on file in the Commissioners office.

FAIR HOUSING PROGRAM - FAIR BOOTH SPACE

The County Administrator presented the Commission with the Gallia County Junior Fair Commercial Exhibitor contract for rental of a fair booth for the counties fair housing program. Cost is \$200 (includes the needed passes for GMCAA staff that helps with booth). This amount is paid for from the counties FY 2009 Formula grant. Justin Fallon entertained a motion to approve the contract as presented. Lois Snyder made and Justin Fallon seconded the motion approve the fair booth for Fair Housing program. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

FIBER USE AND OVER-LASH AGREEMENT

Commissioners received a Fiber Use and Over-Lash Agreement from Horizon Telcom. Lois Snyder made and Justin Fallon seconded the motion to approve the agreement as submitted and approved by the Prosecutor's Office. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Commissioner Foster expressed appreciation to Commissioner Fallon and the Broadband Committee for their efforts on this project.

Agreement

THIS AGREEMENT is made this 4th day of March, 2010, by and between Horizon Telcom, Inc. and its subsidiaries, an Ohio Corporation with their principal office located at 68 East Main Street, Chillicothe, OH 45601 (Horizon) and Gallia County, whose principal office is located at 18 Locust Street, Room 1292, Gallipolis, OH 45631 ("Gallia County").

WHEREAS, Gallia County owns the fiber optic cable, and some utility poles within the geographic area in Gallipolis, Ohio (the "Service Area"); and

WHEREAS, Horizon requires the use of fiber optic cable, strand, and certain poles to attach/over-lash fiber optic cable to Gallia County fiber optic cable and poles as specified in Exhibit-A;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Gallia County agrees to permit Horizon to attach/over-lash fiber optic cable (s) and/or over-lash to existing cables as outlined below:
 - a. Gallia County poles beginning at SR 325 Approximately 6/10 mile South of Intersection of CR 54 and SR 325 and ending Near SR 554 at Cheshire, Ohio in Gallia County, Ohio, per Attachment A.
 - b. Horizon shall be permitted to replace poles, guy wires, anchors, cable and/or strand and any and all equipment necessary to maintain, enhance or upgrade fiber network.
 - c. Gallia County will retain ownership of the poles, cable and/or strand and Four (4) fibers in the sheath. Horizon will retain ownership of the remaining fibers in the sheath, regardless of the count.
 - d. Horizon and Gallia County will collaborate in effort to establish a mutually beneficial route coming through the southern part of the county to include a diverse fiber access to the Industrial Park located at State Route 850, Corporate Drive, Bidwell, OH 45614.
 - e. Horizon will work with the Commissioners and other organizations as identified and determined to establish areas of interest such as Industrial Parks, Real Estate Development areas, Businesses and Residential areas that would benefit both Gallia County and Horizon.
2. Lease Subject to Authorizations. Notwithstanding anything herein to the contrary, all rights granted to Owner and obligations of Owner hereunder are expressly subject to Horizon's and Gallia County's respective authorizations to operate the Systems, including without limitation governmental or municipal approval, franchise or authorization, and to each right-of-way agreement, pole attachment agreement, conduit agreement, lease, license, consent or other agreement relating to the respective Systems.
3. Consideration. Horizon and Gallia County agree that there shall not be pole rental consideration payable by Horizon throughout the Term of this agreement.
4. Use. Both parties agree that they shall not use the Fiber in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate relating to the System or either party's franchises, unless the validity thereof is being contested in good faith and by appropriate proceedings. Neither party shall not do or permit anything to be done with respect to the Fiber that would invalidate or conflict with any insurance policies maintained by Owner covering the Fiber or the Network.
5. Title. All right, title and interest in the fiber cable will remain with each respective party to the end of the term of this agreement. No facilities and equipment shall be placed in any public rights-of-way unless the owner of the Fiber has obtained an independent right to do so from the appropriate public authority. Gallia County will assist in establishing county, township and municipal Right-of-Way for fiber optic cable routes and will execute Right-of-Way (ROW) and Easement Agreement(s) as applicable and permissible.
6. End User Equipment. This Agreement shall create no obligation on either party to provide any end user equipment and each party shall be responsible for their own such equipment.
7. Maintenance and Repair. All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, cable locate services and maintenance splicing (collectively, "maintenance"), for the Fiber and pole replacements shall be performed by or under the direction of Horizon at Horizon's expense as Horizon accepts responsibility in exchange for over-lash rights to route as identified in Attachment A .
8. Condemnation and Casualty
 - (a) Condemnation. If all or any portion of the Fiber is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, either party shall be entitled to terminate this Agreement.
 - (b) Casualty. If all or any portion of the Fiber are made inoperable and beyond feasible repair due to a casualty or other force majeure event (as that term is defined herein), either party shall be entitled to terminate this Agreement with regard to the Fiber affected by such casualty or other event.
9. Term and Termination. Horizon shall have perpetual Right to Use (RTU) for an initial term of Twenty (20) years beginning on the commencement date of this Agreement. The term of the Agreement (the "Term") shall commence on execution of this Agreement by the last party to execute the Agreement, and shall continue in effect until terminated by either party in accordance with the provisions of this agreement or by Licensee upon six-month prior written notice thereof. Upon termination for any reason, Horizon shall remove their fiber and/or equipment within 90 days of termination.

10. Transfer. Each party agrees that if during the Term, they sell, transfer, change, control or assign the System, the transferring party shall utilize commercially reasonable best efforts to require the buyer, transferee or assignee to fully assume this Agreement and the obligations to Lessee hereunder without any change hereto.

11. Indemnification. Each Party warrants that it shall not make any false or misleading statements in the performance of this Agreement including, but not limited to, the sale, resale and/or purchase of any products or services from the other party.

Each Party warrants that it shall at all times act in a professional manner, in accordance with industry standards.

In the performance of this Agreement, each Party shall indemnify the other from any act, duty or omission to act as herein provided for, and shall, at its sole expense, defend and hold harmless the other Party, its affiliates, shareholders, directors, officers, employees, contractors, successors, assigns, agents, customers and all other persons, from any and all claims, loss, damages, injuries, liabilities, and expenses, including attorney's fees which might be incurred in the defense of any such claim, however caused, resulting from, arising out of or in any way connected with the malfeasance or nonfeasance of obligations under the terms of this Agreement.

12. Limitation. Neither party shall be liable to the other Party for any consequential, incidental, indirect or special damages, including but not limited to lost profits, even if such Party has been apprised of the likelihood of such damages occurring.

13. Force Majeure Events. Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including but not limited to: Acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over such Party, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, or work stoppages (collectively, "force majeure events").

14. Insurance. Horizon shall secure and maintain at its expense during the term of this Agreement (1) Commercial General Liability Insurance with limits of at least \$2,000,000 combined single limit for each occurrence (limits may be satisfied with primary and/or excess coverage.) (ii) Workers' Compensation insurance as required by Stature, and Employer's Liability insurance with limits of not less than \$1,000,000 per occurrence. Certificate of insurance will be kept in force during the Term of this Agreement.

15. Assignment. The rights, privileges and obligations of this lease agreement may not be assigned or delegated or otherwise transferred or extended to another Party, in whole or in any part, and any such attempted assignment without the prior written consent of the other party, which consent shall not unreasonably withheld, shall be null and void.

16. Amendment. The parties hereto, by mutual consent, may amend this Agreement in such manner as may be agreed upon by them in writing.

17. Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

18. Notice. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered, sent by overnight delivery service, or by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, overnight delivery service, or if mailed upon the date, which the return receipt is signed, or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Gallia County Courthouse
Gallia County Commissioners
18 Locust Street, Room 1292
Gallipolis, Ohio 45631

Horizon Telcom
Joseph E. Corbin
P.O. Box 480
Chillicothe, Ohio 45601

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior notice to the other party.

19. Relationship Not a Partnership or an Agency. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency agreement between Parties.

20. DISCLAIMERS. THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS; EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

21. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law public policy, all other conditions and provisions of this agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate

in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Entirety of Agreement. This constitutes the entire agreement of the parties with respect to the matters set forth herein and supersedes any prior oral or written agreements and discussions between the parties with respect hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 4th day of March, 2010.

Gallia County

By: *s/Howard J. Foster*
Name: Howard J. Foster
Title: President
Contact: Justin Fallon
Contact Phone #740-709-9525

Horizon Telcom

By: _____
Name: Joseph E. Corbin
Title: Vice President of Operations
Contact: Joseph E. Corbin
Contact Phone # 740-772-8417

STATE OF OHIO,
COUNTY OF GALLIA, to-wit:

The foregoing instrument was acknowledged before me this 4th day of March, 2010, by Gallia County.
My commission expires: 2/10/2013

s/Connie Johnson Notary Public in and for State of Ohio

STATE OF OHIO,
COUNTY OF ROSS, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by
Joseph E. Corbin.
My commission expires: _____

Notary Public in and for
State of Ohio

ODOT SEWER MEETING

The following were present for a meeting with the Ohio Department of Transportation and sewer project representatives: ODOT representatives Mark Kirkhart & Saleh Eldabaja, Stantec Engineer Gary Silcott, Trimat Construction Matt Toler, Morris Toler, Project manager Josh Starlin, Jason Sherrill, Michelle Miller, Karen Sprague.

The Commission began by stating that the county had been asked to change a process after the permit was issued.

In answer to this concern, ODOT's Eldabaja stated the following: On Page 1 of the permit, item 5 states, "should comply with all applicable requirements of ODOT". This reflects all scenarios when working on pavement itself or on shoulder, etc. It also says Item 614 of manual the construction and material specs compliance of all of these items 6, 7 & 8 reference standards of ODOT are to be followed. ODOT's concern is what happens to the clear zone in the evening when shut down. The clear zone is the area beside roadway for traffic to get off and on without jeopardizing safety. This area requires a 19' - 23' clear zone from white line (edge of traffic lane). The concrete barrier is crash tested and prevents vehicles from going back into traffic or going over the barrier; blunt end cannot face the traffic. The contractor is leaving equipment in the clear zone area; which requires having concrete abutments in place. This is part of complying with what is stated on the permit. We did not review your plan, only the area within the highway where work is performed. We were later contacted and advised this would be an additional cost is there anything else we can do? We advised you could always remove the equipment from the clear zone area. These standards are in place to protect the travelling public in construction zone areas. Our biggest concern is you are open trenching right over the storm drains and are not repairing when damaged. These are all violations of the permit and technically, we could stop the project now.

Trimat's Mat Toler stated that he had asked for an estimate for the number of barriers required and has yet to receive such information. ODOT advised that this information should have come from the Sewer Engineer. Trimat has requested to know which lines were live so they could have on hand what they need for replacement and this information has not been given to him. Eldabaja stated that any line must be considered live and replaced back in-kind; ODOT specs describes proper transition replacement procedures. Toler stated that we designed it one way and due to utilities not being located in the right place, so we have to be flexible.

Engineer Silcott advised that with all the projects going on in the State of Ohio, we have never had this requirement before; this will result in a big expense. We all understand the safety aspect and no one in the room wants to sacrifice safety for the travelling public. Silcott asked what other options there were in order to comply with ODOT's standards. Foster stated that he disagreed with ODOT, you cannot read the permit issued and have an understanding of the portable concrete standards in the permit. Eldabaja stated that it is located in the standards and spec book which is referenced in the permit; and will send the county a copy. Foster asked if we could lower the speed limits to help satisfy the safety needs and reduce additional costs requirements. Eldabaja stated that it would only reduce the clear zone to 19' no less. Nineteen feet is the least amount required for a clear zone; that being the case there would be no point in reducing the speed limit.

Silcott will review the permit and all requirements and get back with the Contractor. We want to handle this as best we can, we will gather this information and advise what our next move should be.

KANAUGA ADDISON SEWER PROJECT - CHANGE ORDER REQUEST

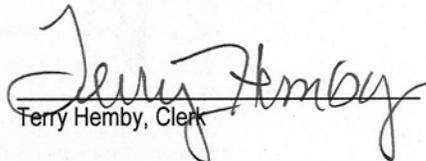
Trimat submitted a quote for change order for next Thursday's meeting. Toler stated that if we could taper back 2-3 feet this would get the construction crew away from SR 7 pavement. Silcott will review the plans to look for this option and will review the change order submission, make recommendations and submit to USDA with appropriate form.

ADJOURN

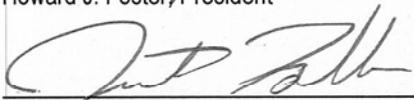
At 4:26 p.m. President Foster entertained a motion for adjournment. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.



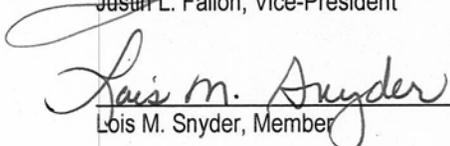
Howard J. Foster, President



Terry Hemby, Clerk



Justin L. Fallon, Vice-President



Lois M. Snyder, Member