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Subject: Nexus-comments

I'm submitting these comments both as a homeowner within 200 yards of the proposed pipeline, my neighbors on Mayfair Road, and the lead attorney in the Nexus litigation for several parties including many other property owners not on the Nexus easement but within close proximity. I have thirty years of experience in federal litigation, including eminent domain cases.

Council should vote against this proposal for several reasons and go back to the negotiating table or wait until the Court of Appeals rules on some of the issues pending. For example there is a Motion for Stay pending, which I have forwarded. More motions for stay are likely. Green should also ask for one on their recently filed Notice of Appeal. Should any one of these be granted, the stay that is pending in the EPA case will likely be extended. The easements that relate to the City of Green and the Selzer property are critical to the outcome of the case; if settlement occurs with Green under these terms no chance of even minor reroutes are possible. Keep in mind we have forced Nexus to reroute over 250 times, the last time just a couple weeks ago. Should the Court of Appeals determine that the use of eminent domain is not legal in this case, that would mean that Nexus can only achieve its goal through negotiated agreements. If Green does not enter into an agreement and Nexus cannot use eminent domain, then it will be forced to move around Green and find a Southerly route. Nexus is fully aware of this and has pushed for a quick settlement. This is not to say that negotiations could not continue as has occurred with every other party to the case. The urgency is a false premise and there is no emergency for this legislation.

Unlike private property owners (who can keep the funds they received from Nexus if the route changes or sell their property), the City of Green will be forever damaged by a settlement. The most important legal issues in the case have yet to be heard by the court of appeals. Five appeals are pending. These parks and roads in Green at issue belong to every Green resident and are used by many more, and as the Mayor noted and our charter states at 3.3: "The Mayor shall keep the Council advised of the condition and needs of the City and shall recommend to the Council such measures as he may deem necessary or expedient for the safety and welfare

of the city." Government is not a business but provides services not otherwise available. Safety is paramount.

The safety aspects are compelling and central to some of the appeals pending. The safety statistics are public record and have been supplied by others. The chances of being injured by an interstate pipeline is roughly the same as being struck by lightning according to statistics. Unfortunately when an accident occurs, they tend to be devastating such as the recent one by this same company that occurred last year in Pennsylvania. Most communities are not equipped to deal with these types of events and water tanker aircraft are generally not used East of the Mississippi River. Attached is a report by one of my experts; and even the federal government recognizes impact radius and prohibits government housing from being constructed near pipelines. The agreement does not appear to address major safety concerns, especially of property owners not on the easement area.

Here are my observations about the proposed terms:

1. Briefings and training are useful but already supplied by another State of Ohio agency for fighting pipeline accidents. Ask the Fire Chief about safety response and whether he has the correct equipment for fighting these types of fires. Note the Akron Canton Airport has its own first responders.

2. Nexus must do most of the items in paragraph 2 regardless of a settlement. The concerns of property owners already have a direct hotline to Spectra and FERC. My dealings are that they have been fast to respond to issues, but the question is what has occurred on other projects. For example, in the Rover case major accidents occurred during construction leading to toxic spills.

3. City of Green does not lose its ability to inspect and complain about violations even without a settlement. The issue is that local laws cannot impede the construction of the pipeline which is regulated by PHMSA. However local law should still apply as to land use plans, an issue on appeal because the pipelines are an industrial process thrust into residential neighborhoods. Green and Oberlin are unique because they have land use plans protected under state law and the Tenth Amendment. I have had dealings with PHMSA on other pipelines regarding whistleblowers in Ohio. Federal law does not mandate inspections so the companies volunteer inspections. The problem is that they do not always do them and sometimes fudge records. I doubt Green inspectors will have the ability to conduct welding inspections or have knowledge of horizontal drilling. What could be useful is that a neutral be employed, agreed to by the parties, and paid for

by Green from funds from Nexus so there is no conflict of interest by the contractor.

4. This monitoring is already mandated by federal law. Remote monitoring is almost useless. In the Kalamazoo accident caused by Enbridge (See Wikipedia), the remote monitors did not work correctly for several days. Meanwhile the worst disaster in the U.S. next to Horizon occurred in Michigan. What has been pending before PHMSA for several years is the implementation of automatic shutoff valves; they cost more, but are available I've been told. This deal does not appear to require automatic shutoffs. Pipelines that breach, automatically light up due to static charge, and must be shutoff and burned out. You cannot douse them with water. The explosion that occurred not long ago in New Franklin burned for quite a long time before it was shutoff; just ask Al Bolas, Mayor of New Franklin.

5. These inspections described in paragraph 5 are already part of the Certificate.

6. A Road Use Maintenance Agreement is necessary; if the Certificate does not require it, Judge Adams would more than likely compel one for a public body. This is an issue that could be addressed to the court if not agreed upon.

7. I'm not sure I see that this agreement requires more than what is already part of the several plans implemented by the Certificate. It does not appear that they are agreeing to do more than talk about it if Green demands more than what the plans approved by FERC call for.

8. Supplying the wetland data would be useful; but I thought Green just compiled this data recently.

9. Nexus announced to the federal judge that they had abandoned the Greensburg Road ware yard and made other arrangements; they voluntarily dismissed their lawsuit against Green. I do not see this issue coming back.

10. Contractors who perform services in Green are required to pay taxes to Green already but collecting this information would be useful.

11. This land being donated should be walked; it is not conducive to replace the ball fields.

12. The 7.5 million is quite low based upon my experience, the negative impact to the city and relocation of parks and overall negative impact to land

uses, roads, pollution, etc. Nexus has the ability to write checks for far greater sums. The financials for these companies can be reviewed with the SEC. Moreover, how does a one time payment equate to the lives being placed at risk; the City is still growing. A more intelligent approach is to obtain a percentage of royalties based upon natural gas transported.

The final paragraphs need no comment. This deal does not provide any protections for property owners living near the pipeline but not on the easement; CoRN was not consulted.

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