**BELMONT COUNTY**

 **ROADWAY USE AND MAINTENANCE AGREEMENT**

**FOR DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and

OPERATOR NAME

Operator Name, whose address is,

OPERATOR ADDRESS

Operator Address

(Hereafter “Operator”), and shall be as follows:

**RECITALS**

**WHEREAS,** Authority has control of the several county/township roads within (CHECK ALL THAT APPLY)

**\_\_\_\_\_ Colerain Township \_\_\_\_\_ Flushing Township \_\_\_\_\_\_ Goshen Township**

**\_\_\_\_\_ Kirkwood Township \_\_\_\_\_ Mead Township \_\_\_\_\_\_ Pease Township**

**\_\_\_\_\_ Pultney Township \_\_\_\_\_ Richland Township \_\_\_\_\_\_ Smith Township**

**\_\_\_\_\_\_ Somerset Township \_\_\_\_\_ Union Township \_\_\_\_\_\_ Warren Township**

**\_\_\_\_\_\_ Washington Township \_\_\_\_\_ Wayne Township \_\_\_\_\_\_ Wheeling Township**

**\_\_\_\_\_\_ York Township**

 in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS,** Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the

[**DEVELOPMENT SITE NAME**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**DEVELOPMENT SITE NAME**] (hereafter collectively referred to as “oil and gas development site”) located in Belmont County, Ohio; and

**WHEREAS,** Operator intends to commence use of [**MILEAGE** ]miles of [**ROAD NAME(S) & NUMBER(S**)] for the purpose of ingress to and egress from the [**DEVELOPMENT SITE NAME**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**DEVELOPMENT SITE NAME**] (hereinafter referred to collectively as “Drilling Activity”); and

**WHEREAS,** the Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

**WHEREAS,** if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

**FURTHER,** Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of [**ROAD NAME(S) & NUMBER(S**)], to be utilized by Operator hereunder, is that exclusive portion beginning at [**MILE MARKER /INTERSECTION/ GPS POINT**]. It is understood and agreed that the Operator shall not utilize any of the remainder of [**ROAD NAME(S) & NUMBER(S**)] for any of its Drilling Activities hereunder.

2. The portion of [**ROAD NAME(S) & NUMBER(S**)] to be utilized by Operator hereunder, is that exclusive portion ending at [**MILE MARKER /INTERSECTION/ GPS POINT]** wherein Operator’s site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of [**ROAD NAME(S) & NUMBER(S**)], for any of its Drilling Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needed to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activityshall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of [**BOND AMOUNT**] & 00/100 DOLLARS [**DOLLARS**] per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

1. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
2. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
3. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If the Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). The Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_.

 Effective Date Determined by Belmont County Commissioners

 Executed in duplicate on the dates set forth below for [**DEVELOPMENT SITE NAME**].

|  |  |  |
| --- | --- | --- |
| **Authority** |  | **Operator** |
|  |  |  |
| By:  |  | By:  |
|  J. P. Dutton  Belmont County Commissioner |  |  |
|  |  |  |
| By:  |  | Printed name:  |
|  Jerry Echemann  Belmont County Commissioner |  |  |
|  |  |  |
| By:  |  | Company Name: |
|  Vince Gianangeli  Belmont County Commissioner |  |  |
|  |  |  |
|  |  |  |
| By:  |  | Title:  |
|  Terry D. Lively, P.S., P.E. Belmont County Engineer |  |  |
|  |  |  |
| Dated:  |  | Dated:  |
|  |  |  |
|  |  |  |
|   |  |  |
| Approved as to Form:  Jacob A. Manning  Belmont County Assistant Prosecutor |  |  |

**Appendix A**

Operator shall:

1. Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
2. Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
3. Upgrade CR/TR in accordance with the attached plans and/or county standards.
4. Maintain CR/TR during Drilling Activities for those damage caused by Operator’s Drilling Activities.
5. Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24-hour notice) for damage caused by Operator’s Drilling Activities.
6. Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
7. Properly complete and submit to the Belmont County Commissioner’s designated Prevailing Wage Coordinator any and all forms and reports necessary to show Operator’s compliance with Ohio’s Prevailing Wage laws.

**This RUMA is approved upon meeting the requirements of the Belmont County Sanitary Sewer District for crossing water and sewer lines. You must contact the BCSSD for their requirements at 740-695-3144.**

Authority shall:

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

The intent of this Appendix is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.