

ROADWAY USE, REPAIR, AND MAINTENANCE AGREEMENT

Pursuant to Ohio R.C. §4513.34, this mutual agreement for roadway use, repair, and maintenance is entered into this _____ day of _____, 20____, by and between the Bethlehem Township (STARK COUNTY) and **Operator** (Operator includes the pipeline company and its employees, agents, assigns, representatives, contractors, and subcontractors, as well as their respective employees, agents, assigns, and representatives).

Whereas, **Operator**, intends to install underground oil and gas pipelines at locations throughout Stark County, Ohio. Each line location (PROJECT SITE) will be identified in Attachment A. The PROJECT SITE consists of developing and maintaining the pipelines during construction and completion;

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

1. Transport heavy, overweight, and/or oversized vehicles or combination of vehicles, or multiple-trip/repetitive use vehicles over designated haul routes on county roads and bridges which may, in certain cases, be in excess of the maximum legal limits or design limits of such roads and bridges (hereinafter referred to as EXCESS USE);
2. Make certain temporary and/or permanent modifications and improvements to such roads and bridges (such as widening, reconstruction, crest corrections, culvert and bridge reinforcement, pavement or base improvements) to permit transport of equipment and material;
3. Encroach within the Township's road right-of-way to permit such modifications or improvements;
4. Locate a portion of pipeline within the Township's road right-of-way as allowed in a separate location permit;

Whereas **Operator** acknowledges that it will conduct the above road improvements and transport activities related to properly permitted overweight and oversized vehicles or multiple-trip/repetitive use vehicles through this mutual agreement to manage potential excess damage and necessary repairs to the roads and bridges caused by such permitted travel; and

Whereas, BETHLEHEM TOWNSHIP acknowledges that such consent and permission is contemplated under Ohio Revised Code §4513.34 with conditions as mutually agreed upon by

the parties to insure the integrity and public use of these roads, bridges, culverts, and drains; Whereas, **Operator** shall provide Appendix A to this Agreement and said appendix shall be accepted as stated below by BETHLEHEM TOWNSHIP prior to any road or bridge use for the PROJECT SITE. This Appendix A shall contain the following information:

1. Location of the PROJECT SITE(S), including location of pipelines to be installed within county road right-of-ways;
2. Location of lay-down yards associated with each PROJECT SITE;
3. Designated haul routes for EXCESS USE travel;
4. Proposed schedule of EXCESS USE events;
5. Proposed list of overload/oversized vehicles and dates of transport;
6. List of subcontractors with contact information.

Operator shall update Appendix A as necessary to maintain accuracy or at the request of STARK COUNTY;

Whereas, **Operator** will perform the above activities related to transportation on township roads and bridges pursuant to the terms and conditions as set forth in this Agreement.

ROADWAYS

PRIOR CONDITIONS OF ROADS:

With respect to any township road that is identified in Appendix A and hereafter referred to as a DESIGNATED ROAD, **Operator** will create a detailed video record and textual narrative of the pre-existing condition of such DESIGNATED ROAD. **Operator** will contact the Bethlehem Township's Office to coordinate performing any such road analysis. For purposes of this Agreement, the terms "ROAD" and "DESIGNATED ROAD(S)" shall include the road, bridges (county bridges include any bridge span of 10 feet or more on a township road), culverts, berm, shoulder, roadside ditch, maintenance right-of-way, drive aprons, guardrail, traffic control devices, road markings/stripping, etc. This video record and textual narrative shall be completed by a Professional Engineer licensed in the State of Ohio and pre-approved by the Bethlehem Township Trustees. Upon review and approval by the Bethlehem Township Trustees, this video and textual narrative will be accepted as the ROAD CONDITION REPORT for DESIGNATED ROADS. If such report is deemed deficient or otherwise incorrect by the Bethlehem Township Trustee, the Trustees and **Operator** shall promptly meet to resolve the issues in order to reach agreement on the report. **Operator** shall obtain the approval of this ROAD CONDITION REPORT prior to commencing any approved road improvement action and/or any use by **Operator** of

any such DESIGNATED ROAD for pipeline installation or transportation of any vehicle requiring an overweight and/or oversized permit or weighing more than ten (10) tons.

PRE-PROJECT ROAD MODIFICATIONS:

Prior to **Operator's** use of any DESIGNATED ROAD, and after review of the ROAD CONDITION REPORT, **Operator** and the Bethlehem Township Trustees must determine if any and what modifications and/or improvements are needed to such roads to accommodate such EXCESS USE. **Operator** agrees that all modifications and improvements to DESIGNATED ROADS shall comply with applicable engineering standards in use at the time of modification or improvement and agreed upon by the Bethlehem Township Trustees. Such modifications may include the strengthening and/or widening of certain roads, the strengthening and/or spanning to existing culverts and bridges, and other modifications reasonably necessary to accommodate the transport of heavy equipment, materials, and/or multiple heavy loads. **Operator** shall submit engineering drawings stamped by a professional engineer licensed in the state of Ohio to the Bethlehem Township Trustees for review and approval prior to commencement of the modifications and improvements. All modification and improvement work shall comply with applicable state and county specifications and applicable Ohio law. All pre-project road design and modifications shall be at the sole expense of the Operator.

BETHLEHEM TOWNSHIP consents to such modifications and improvements upon approval by the Stark County Engineer of **Operator's** submitted plans.

REDUCED LOAD AND SPEED LIMITS:

Pursuant to Ohio R.C. §5577.07 and §5577.071, STARK COUNTY may reduce load limits on designated township roads and may reduce load and speed limits on township bridges as conditions require. Nothing in this Agreement relieves **Operator**, its employees, agents, assigns, contractors, and subcontractors from adhering to these reduction designations.

USE OF DESIGNATED ROADS BY OPERATOR:

In connection with the development, construction, and maintenance of the PROJECT SITE, **Operator** will endeavor to the extent practical to use the DESIGNATED ROADS in a manner and at times to minimize the impact to and inconvenience of the traveling public in addition to any conditions set forth in the permit. Nothing in this agreement shall be construed to permit **Operator** to utilize DESIGNATED ROADS without proper overweight/oversized vehicle permits or road use permits for pipeline installation. No movement of vehicles requiring permits under R.C. §4513.34 authorizing the operation of vehicles of a size or weight of vehicle or load exceeding the maximum specified in §5577.01 to §5577.09 or otherwise not in conformity with §4513.01 to 4513.37 of the Ohio Revised Code (overweight and/or oversized) shall be made on

Saturday, Sunday, or legal holidays and shall only be made during Daylight Hours. If required by permit conditions, such vehicles shall be escorted along the DESIGNATED ROADS by local law enforcement officers with whom **Operator** must make arrangements.

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

DAMAGES AND REPAIRS:

If any county ROAD is damaged by **Operator**, its contractors, subcontractors or their respective employees, agents, representatives, etc., **Operator** shall promptly repair such damage.

Operator and BETHLEHEM TOWNSHIP shall rely upon applicable Ohio Department of Transportation's Construction and Material Specifications latest edition and any applicable County specification to determine whether the repair has been performed in accordance with standards set forth therein. Subject to considerations of safety, the presence of emergency conditions, and the cost of such repairs, any repair and restoration shall commence and be completed promptly by **Operator**. Following completion of such repair, the Bethlehem Township Trustees and **Operator** shall jointly inspect the repair to confirm that it has been completed to the reasonable satisfaction of the Bethlehem Township Trustees. **Operator** is required to comply with Ohio's Prevailing Wage requirements as applicable.

EXCESSIVE DAMAGE:

Upon written notice from the Bethlehem Township Trustees that excessive damage has occurred because of **Operator's** transportation of equipment or materials or failure to promptly or adequately repair road damage due to pipeline installation or maintenance, **Operator** will immediately make additional necessary improvements to strengthen the road base and surface. All hauling permits for use by **Operator** of township ROADS will be suspended until repairs are done to correct the excessive damage.

COMPLETION OF PIPELINE:

After installation of the pipeline at the PROJECT SITE, as notified in writing by **Operator**, the Bethlehem Township Trustees will inspect the DESIGNATED ROADS for damage caused during the pipeline installation period. The Bethlehem Township Trustees will provide a list of damages to **Operator** and **Operator** shall make the necessary repairs based on applicable Ohio Department of Transportation and County specifications. Necessary repairs will result in the

DESIGNATED ROADS' return to pre-use status including all modifications and improvements made for **Operator's** use thereof. If no modifications or improvements were made by **Operator** for use of the ROAD, repairs will return the ROAD to pre-existing or better status as set forth in the ROAD CONDITION REPORT. **Operator** will notify the Bethlehem Township Trustees when repairs are to be made and the name and contact information of the contractor performing such work. Said repair shall be completed within a one (1) -month period after notice of the pipeline installation completion. An extension for the completion of these repairs may be approved by the township for just cause.

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

FAILURE TO REPAIR:

If **Operator** fails to repair any damage to township roads, bridges, road right-of-way, roadside ditches, county ditches, etc., as required by any portion of this Agreement, the Bethlehem Township Trustees may request in writing that **Operator** perform such repair. If **Operator** fails to commence such repairs within ten (10) days of such written notice or fails thereafter to maintain reasonable progress in the performance of such repairs, then BETHLEHEM TOWNSHIP may make such repairs and shall invoice **Operator** for all costs incurred in connection with such repairs. **Operator** shall pay such invoiced amounts within thirty (30) days following receipt of such invoice.

BASIC TERMS OF ROAD USE

OBEY ALL TRAFFIC LAW:

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

SIGNAGE:

During activity on the PROJECT SITES, **Operator**, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall be responsible for placing and maintaining signage in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices. In addition, **Operator** shall post designated route and direction signs to control and maintain their site traffic on the DESIGNATED ROUTES.

ROAD CLOSURE NOTICE FOR REPAIRS:

Operator shall provide to the Bethlehem Township Trustees and any other agency or office reasonably designated by Stark County:

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

Operator shall designate a person to coordinate the installation and/or transportation-related activities of **Operator** related to the PROJECT SITE.

If BETHLEHEM TOWNSHIP approves such road closures they will thereafter notify **Operator** of such approval. No road may be closed without approval of the Bethlehem Township Trustees. If such approval is not given by the Bethlehem Township Trustees, the parties shall cooperate to reasonably find an alternative to the planned closure or limited access or to otherwise minimize disruption to public road traffic and **Operator** construction activities and schedule.

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

WEIGHT OF VEHICLES/REPETITIVE USE:

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

MODIFICATIONS:

In the event that temporary modifications are made by **Operator** to DESIGNATED ROADS, upon completion of the PROJECT SITE, all such temporary modifications shall be removed and the original ROAD restored by **Operator** unless otherwise agreed to by the parties. However, upon request from BETHLEHEM TOWNSHIP TRUSTEES prior to removal, any such temporary modification may permanently remain as property of the county ROAD. **Operator** is required to comply with Ohio's Prevailing Wage requirements as applicable.

PERFORMANCE ASSURANCE BOND:

Operator shall post a bond to cover the cost of any damages made to township roads, bridges, right-of-way, roadside ditches, county ditches, county traffic control devices, etc. used or affected by **Operator**, its contractors, subcontractors, and all respective agents, employees, representative, etc. The bond amount shall provide \$200,000 of surety coverage per mile of DESIGNATED ROAD and \$500,000 of surety coverage per BRIDGE utilized by **Operator**, its contractors, subcontractors, and all respective agents, employees, representative, etc., as identified in Appendix A, and any amendments thereto. A lesser surety amount may be provided if determined by the Bethlehem Township Trustees to be sufficient to compensate for potential damage caused to the identified roadway or highway structures.

The performance assurance bond shall be made payable to the BETHLEHEM TOWNSHIP and shall be issued by a corporation licensed to do business in Ohio and approved by BETHLEHEM TOWNSHIP. In lieu of a performance bond, **Operator** may post with the county a cash deposit in the amounts prescribed above to be held on behalf of the County by Huntington National Bank and releasable only upon written consent of BETHLEHEM TOWNSHIP. The performance assurance bond shall remain in full force and effect during the term of **Operator's** EXCESS USE of DESIGNATED ROADS and activity on PROJECT SITES and will continue in full force and effect for two (2) years after acceptance of final repair work by the Township returning DESIGNATED ROADS to pre-existing or better status as set forth on page four (4) of this Agreement. The performance assurance bond is intended to provide Bethlehem Township with assurance that it will be paid by **Operator** for its obligations under this agreement but shall in no way limit **Operator's** obligations or liabilities as otherwise stated in this Agreement.

DRAW CONDITIONS:

BETHLEHEM TOWNSHIP may draw upon the performance assurance bond only if and to the extent that **Operator** fails or refuses to promptly perform repairs or to pay the cost of performing repairs. Upon certification by the Bethlehem Township Trustees that: **Operator** failed or refused to perform required repairs or to pay the cost of performing repairs; that the township has performed repairs or caused such work to be performed; that the township has incurred expense for the performance of such repair work; and that the county has submitted

such expense for payment to **Operator** without payment rendered, the bond funds may be drawn upon by BETHLEHEM TOWNSHIP to cover such expenses.

PERMIT REVOCATION

If *Operator* does not fulfill its obligation to repair damage as contemplated within the timeframes stated in this Agreement, fails to maintain the performance assurance bond or cash deposit alternative required by this Agreement, or otherwise fails to remain in full compliance with all terms and provisions of this Agreement, the Township may revoke all *Operator* hauling permits on township roads.

GENERAL PROVISIONS

INDEMNITY AND HOLD HARMLESS AGREEMENT:

Operator shall indemnify, defend, and hold BETHLEHEM TOWNSHIP, its officials, officers, agents, and employees harmless from any and all losses, claims, costs, expenses, judgments, subrogations, demands, suits, actions, proceedings, causes of actions, pursuant to State of Ohio Constructions and Material Specifications §107.10 and §107.12 or otherwise, or any other damages, including reasonable attorney’s fees and expenditures, resulting from personal injury, property damage, prevailing wage violations, or damage to third persons arising out of or incident to the performance or non-performance of the terms of this Agreement by ***Operator’s*** employees, agents, subcontractors, and others designated by ***Operator*** to perform work or services in or about, or attendant to, the use and obligations under the terms of this Agreement.

Operator assumes all liability for ***Operator***, its contractors, subcontractors, and all respective agents, employees, representative, etc. working on behalf of ***Operator*** and/or the gas and oil pipeline construction, installation, maintenance, and/or repair.

LETTER OF AUTHORITY:

Upon the request of ***Operator***, BETHLEHEM TOWNSHIP shall countersign a letter for use by ***Operator*** evidencing that the movement and transportation of overweight and oversize vehicles, equipment, loads, and other necessary equipment and materials to and from project sites have been properly permitted by the county and that the performance assurance bond has been received by BETHLEHEM TOWNSHIP.

REIMBURSEMENT:

If **Operator** is required to reimburse the township for any expenses incurred by the county as contemplated in this agreement, **Operator** shall be required to reimburse the township for any expenses as are reasonable, direct, and reasonably documented.

GOVERNING LAW -- STATE OF OHIO:

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

PREVAILING WAGE:

Operator is required to comply with Ohio’s Prevailing Wage requirements as applicable under Ohio law for all road modification and road improvement work.

AMENDMENTS TO AGREEMENT:

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

NOTICES:

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

Bethlehem Township Trustees

8600 Blough Ave SW

PO Box 161

Navarre, OH 44662

330-756-9207/bethtpw@hotmail.com

Operator: _____

Address: _____

Phone: _____

Email: _____

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

RIGHTS AND WAIVERS:

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

SEVERABILITY:

In the event that any clause, provision, or remedy in this agreement shall for any reason be deemed invalid or unenforceable, the remaining clauses and provision shall not be affected, impaired or invalidated and shall remain in full force and effect. The status of **Operator**, its contractors, subcontractors, and all respective agents, employees, representative, etc. under this Agreement shall be that of independent contractors and not that of an agent for the Township. **Operator**, its contractors, subcontractors, and all respective agents, employees, representative, etc. should at all times during the term of this Agreement conduct themselves in a manner consistent with such status and shall neither hold themselves out as nor claim to be acting in the capacity of Township officers, employees, agents, or representatives. As independent entities, **Operator**, its contractors, subcontractors, and all respective agents, employees, representative, etc., shall accept responsibility for providing all statutorily required coverage for workers' compensation, unemployment, disability, or any other coverage required by law for their respective employees.

TERMINATION:

If **Operator**, its contractors, subcontractors, and all respective agents, employees, representative, etc., abandons or otherwise terminates construction, development, or maintenance of the PROJECT SITE, **Operator** shall provide written notice to the township of such abandonment or termination of its activities. As soon as practicable after receipt of such notice, the Bethlehem Township Trustees and the **Operator** shall meet and identify all restoration required to county roads as a result of **Operator's** project activities. Such restoration work shall be completed by the operator at the Operator's expense as previously required in this Agreement. Upon such notice of abandonment or termination of project activities, this Agreement shall terminate one (1) year thereafter, or such earlier time as the parties shall otherwise agree in writing, with the exception of the extension of the performance assurance bond for two (2) years as previously provided in this Agreement.

RENEWAL:

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

SIGNED IN THE PRESENCE OF:

Ron Feucht - President

Jim Urbach – Vice President

Mark Dearing – Trustee

Michael Strubel – Road Superintendent

SIGNED IN THE PRESENCE OF:

(name)
(Title) for **Operator**,
Authorized Agent/Officer