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Spring 2022

## Analysis of Road Use Maintenance Agreements (RUMAs)

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**Analysis of Road Use Maintenance Agreements**

The University of Akron

The William's Honors College

Department of Civil Engineering

Spring 2022

Anna Cermak

[alc196@uakron.edu](mailto:alc196@uakron.edu)

## Table of Contents

Table of Contents .....	i
List of Figures .....	ii
List of Acronyms .....	iii
Abstract .....	1
Chapter 1: Introduction .....	2
Chapter 2: Background .....	4
Chapter 3: The RUMA.....	7
Chapter 4: Conclusion.....	17
Chapter 5: References .....	18
Chapter 6: Appendix .....	20
Appendix A .....	20
Appendix B .....	46

## **List of Figures**

Figure 1: Shale plays in and around Ohio.....	page 5
Figure 2: Well locations within the state of Ohio.....	page 8
Figure 3: Oil and gas production in the United States.....	page 10

## **List of Acronyms**

ASCE – American Society of Civil Engineers

FDR – Full Depth Reclamation

RUMA – Road Use Maintenance Agreement

ODNR – Ohio Department of Natural Resources

ODOT – Ohio Department of Transportation

## **Abstract**

A Road Use Maintenance Agreement, also known as a RUMA, is an agreement made between a government entity and a business to put in place the set of rules that will guide the responsibilities of the business regarding the use of the entity's roads (Road use maintenance agreements RUMA, 2020). This specific type of road maintenance agreement is popularly used in the state of Ohio at this time. Most other states still operate on older ways of thinking, not capitalizing on the industry that is in their area, therefore causing their road infrastructure and economies to suffer. A template agreement was created by the state of Ohio in early 2011 that could be fine-tuned by each government entity, county or township, to best meet its specific needs (Green, 2017). Amendments have since been added to the original agreements as well. The businesses typically entering into these agreements deal in the energy industry such as oil and gas, pipeline work, wind energy, or mining.

Why do more states not utilize a RUMA? There is minimal effect to the taxpayers themselves, mostly being positive, it is a standard agreement that can be easily adjusted to meet specific needs and has seen to better communities and community relations with the companies working within them. While there are many positive economic and infrastructure effects that have come out of these agreements there are still some trade-offs to be considered with the environmental and nuisance impacts. However, RUMAs were created to make the best of the situation at hand. RUMAs are “a true example of the public and private sector partnering to ensure vital local infrastructure helps spur economic development at no additional cost to taxpayers” (Road use maintenance agreements RUMA, 2020).

## **Chapter 1: Introduction**

A Road Use Maintenance Agreement, also known as a RUMA is an agreement made between a government entity and a business to put in place the set of rules that will guide the responsibilities of the business regarding the use of the entity's roads (Road use maintenance agreements RUMA, 2020). This specific type of road maintenance agreement is popularly used in the state of Ohio at this time. A template agreement was created by the state of Ohio in early 2011 that could be fine-tuned by each government entity, county or township, to best meet its specific needs (Green, 2017). This template agreement was not to be used and was not set as a standard but was rather to help guide the writing of the agreements. Amendments have since been added to the original agreements as well. The businesses typically entering into these agreements deal in the energy industry such as oil and gas, pipeline work, wind energy, or mining. It is now mandatory to have one of these agreements on utilized roads, or for the government entity to at least be given the option for an agreement prior to usage.

Prior to there being the Road Use Maintenance Agreement companies were required to be bonded when using a roadway. They were also responsible only after they were finished using the road for making repairs to any damage they may have caused. It was an old school, if you break it, you fix it, policy. Additionally, the only real guidelines that had to be followed were the frost laws in place for the county or area that hauling was taking place in. These frost laws only prohibited loads of a heavy weight from traveling on certain roads during the springtime when the ground was more susceptible to freeze and thaw. This caused conflict with the local residents and bigger problems for the government entities in charge of maintaining the roads. Concerns from residents would hardly ever be directed at the companies responsible for the damage and

maintenance would still need to be conducted while roads were being utilized in order to keep them safe for travel.

Using a Road Use Maintenance Agreement, companies are required to maintain the roads under the agreement to the same condition or better. Amendments that have now been added to this agreement have the companies fix the roads prior to usage in order to create a road better for travel, not only for the public but for the additional traffic that will be using the roads. The bond may also be waived which is a great incentive for the companies entering into the agreement. This agreement also must be approved through a more inclusive process. First it must be approved by the county engineer, who knows the roads and has the knowledge to determine its condition. It must then go through the county prosecutor, be signed off by the county commissioners, and be reviewed by the township officials for the affected township/townships if necessary. The RUMA must be reissued and resigned yearly by the company with the county.



## **Chapter 2: Background**

Gas and oil boomed in Ohio with the start of the Marcellus shale. When the drilling started, they would drill directly down into the shale in the vertical direction. The Utica shale, which is further down, located about a mile under the earth's surface, was then drilled into (Branagan, J., personal communication, March 11, 2022). They started drilling horizontally off of the vertical wells and now can even turn when they are drilling. Once the well is drilled it then goes through a process where the earth is fractured, called fracking, where they inject the earth with a water and salt, brine mixture (Branagan, J., personal communication, March 11, 2022). They then fill in these fractures by injecting the earth with sand. The locations of these shale deposits where the natural gas is held can be seen in Figure 1. The Eastern part of Ohio where drilling is taking place has gas wells that are yielding very high-pressure ratings. Production is expected to increase over the next few years which means more drilling and fracking of well sites in these areas. The demand is expected to spike in 2022 and the United States is set to be the leader in global production growth (Comprehensive Energy Data Intelligence, 2021).

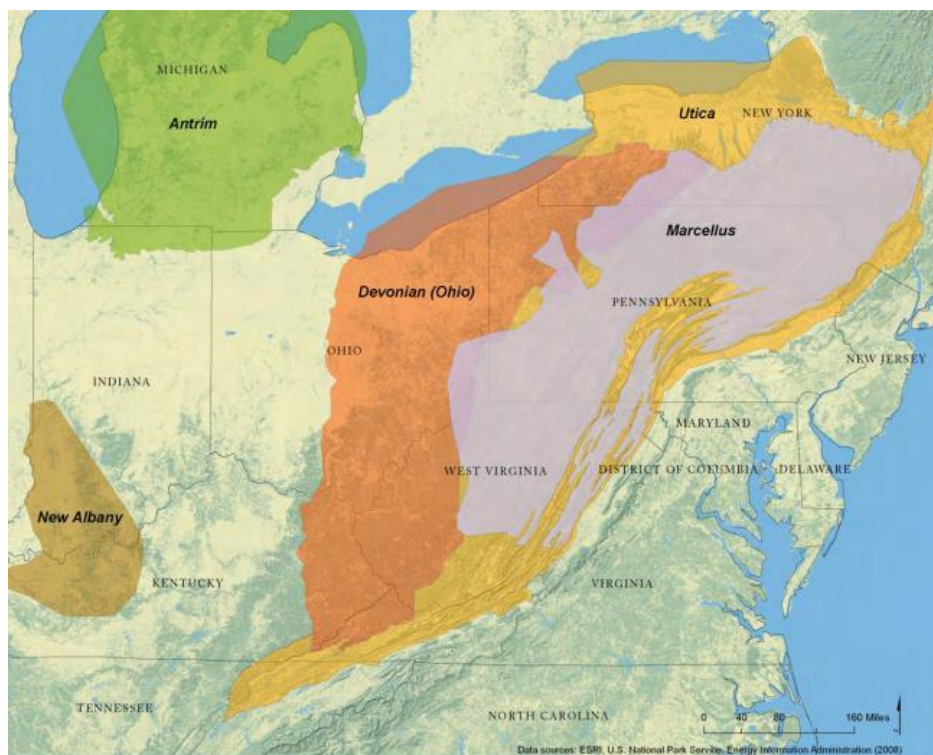


Figure 3: Shale plays in or around the state of Ohio (NADO, 2010) (Gopallawa, 2019).

The increase in truck traffic brought on by the oil and gas and pipelining industry has been detrimental to local roads. Roads designed and built for the traffic that will be using them, like most state routes and interstates, are not affected by increased truck traffic heavier than normal loads. However, most county and township roads, especially in rural areas of Ohio, are not designed for the traffic, but built right on top of the existing roadway. Due to budgeting most of these roads are built with shorter than usual life spans and repaired by adding new layers of asphalt every few years. This means that adding additional heavy loads to these roads expedite the deterioration of the roads.

When building a gas pad, on average 500 trucks will be used for the construction as well as the transportation of the heavy equipment to the site. Once the pad is built up to eight wells can be drilled on each pad. 200 trucks are used during this drilling process for each well that is

drilled. Fracking of the well then takes place over two periods. Over these two-week periods of fracking 1600 trucks, typically considered heavy loads, hauling sand and water will go to and from the site. The process has been updated to minimize the amount of water needing to be transported by truck by using holding ponding and piping water to the sites.

The oil and gas industry is a valuable asset to the areas it is operating in. The general consensus is that with these RUMA's there is a better outlook by the community on having this industry in their area. Having the companies contribute and invest in the area helps to create a better relationship between company and community, unlike with previous agreements where the public would have to suffer through poor conditions while work was being completed. These companies not only give back to areas through infrastructure improvements and repairs but also through taxes which in turn benefit the area by helping to support local school districts and the smaller government.

### **Chapter 3: The RUMA**

Having a Road Use Maintenance Agreement is required by the state of Ohio according to Ohio Senate Bill 315. Senate Bill 315 states that “well operators are required to enter into RUMAs or demonstrate a good faith effort to do so” (Green, 2017). This would have to be done prior to the start of work by working with the county and local governments to sign into effect the RUMA. This can affect what roads are able to be used as access roads and/or what must be done to the roads by the well operators before utilizing them. Roads can be denied being used for heavy traffic loads if their use will have a negative effect on safety or cause excessive amounts of damage. If damage is the main concern a road can be designed and constructed by the well company in most cases. It has also been set by the state that RUMA projects must follow prevailing wage laws which help to ensure for the controlling entity that the works is done following an acceptable set of rules (Road use maintenance agreements RUMA, 2020).

In the state of Ohio, from 2011 to 2017, over \$300 million of work was done to the transportation systems of local county and township government (The Ohio Oil and Gas Association and Energy In Depth, 2017). This includes all upgrades and repairs made to the roads, including over 630 miles of road from the 2011 to 2017 dates (The Ohio Oil and Gas Association and Energy In Depth, 2017). This is all work that would not have been able to be completed by the local governments on their own due to low funding for projects such as these. All of the current oil and gas wells that are located within the state can be seen in Figure 2. Each of these well sites caused an increased amount of truck traffic on the roads as discussed previously, both during construction and fracking, and each have a series of access roads that have Road Use Maintenance Agreements attached to them leading to the sites.

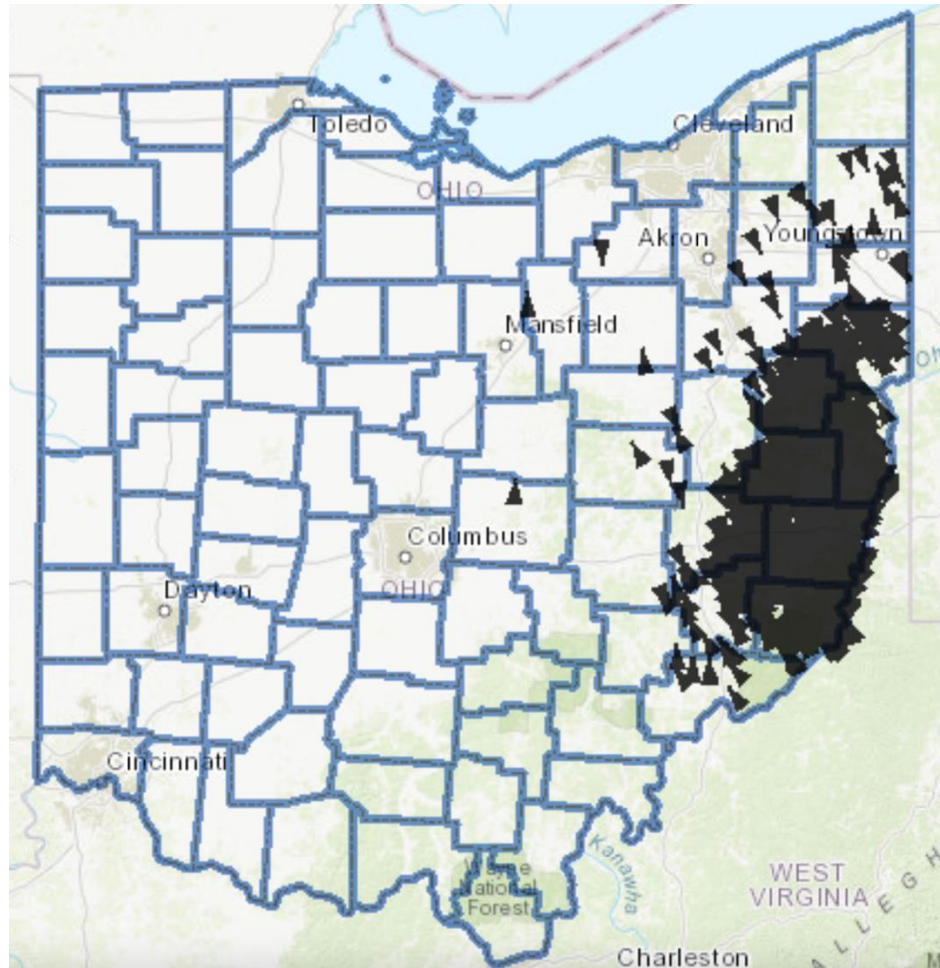


Figure 2: The black arrows each indicate an oil and gas well. The image comes from an interactive map located at, <https://gis.ohiodnr.gov/mapviewer/?config=oilgaswells>. Through the interactive map each arrow can be selected to reveal information and details about that specific well site.

Specific well sites can also be searched.

The implementation of Road Use Maintenance Agreements made it possible to have these kinds of benefits come from the companies and industry work being done within the state. If an agreement of this type had been issued many years ago when the other industries had a greater presence within the state the local transportation systems within the state may not have gone into such disrepair to begin with. On average, countrywide, road repairs are costing

personal drivers \$556 per year (Klein, 2021). This average is higher per state for states with poorer road infrastructure (Klein, 2021). With the investment made by these companies into the infrastructure this average could decrease, meaning the taxpayers would be responsible for covering less of the cost for road repairs each year.

Gas and Oil work is happening all over the country with millions of active gas wells across more than 30 states. Figure 3 below shows an overview of where oil and gas wells are located based off extraction data. With most of these states still operating on older systems, relying solely on bonding and frost law type restrictions they are not reaping the same infrastructure benefits that Ohio is by implementing Road Use Maintenance Agreements. In Figure 3 the red areas indicate higher production areas. Where there is higher production there are more wells being built and more fracking of these wells taking place. As previously discussed, this increase in well construction and fracking means higher volumes of truck traffic. In turn this higher volume of truck traffic on poorer roads means more road deterioration and lower infrastructure ratings. This road deterioration can be minor or can involve heavy trucks sinking up to their axles on typically township roads that are most likely still gravel roads without good base.



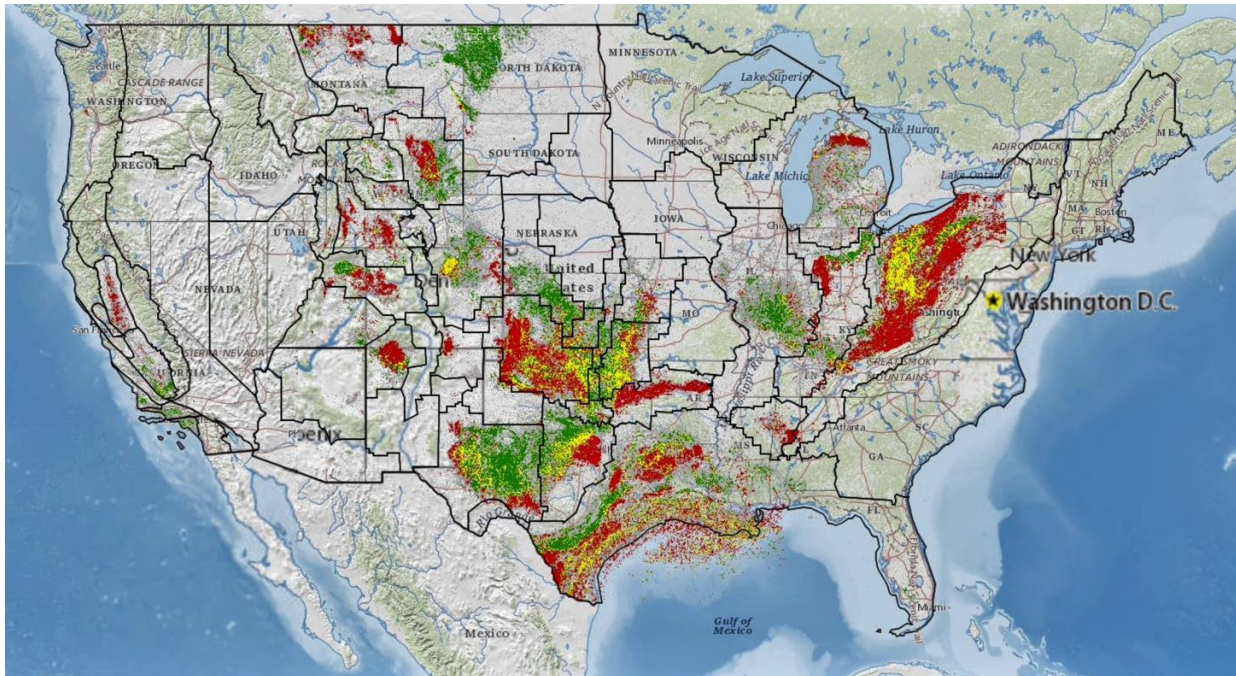


Figure 3: Oil and gas assessment map showing production location with the red areas having higher production rates and green having lower production ratings. The map can be found at, <https://www.usgs.gov/media/images/map-united-states-oil-and-gas-wells-2017>.

The benefit of having a RUMA is further exemplified in other states where industries such as oil and gas and mining have a large presence and no such agreements are being used. Texas had a large presence of oil and gas long before Ohio, with Houston becoming known as the “oil and gas capitol of the world” (Krikcuburn, 2020). According to the 2021 ASCE Infrastructure Report Card the state of Texas received a D+ for highways and roads (Texas: ASCE's 2021 infrastructure report card, 2021). The state relies on the majority of their road funding to come from the gas tax (Texas: ASCE's 2021 infrastructure report card, 2021). Texas does not have an agreement in place that capitalizes on the industry investing in their state. This means that it may have been more economical for the companies drilling in Texas, however the relationship between company and community was not as strong. The state of West Virginia was

found to have the third worst road infrastructure (Klein, 2021). In the state of West Virginia there is a large oil and gas presence, and the coal mining industry is present all throughout the state as well. If some agreement existed within the state that made it so that the haul routes had to be maintained by the companies utilizing them the state would see a positive impact on their transportation system.

Investing in the transportation system of a state can have a positive effect on the economy of the state overall. Ease and security of travel make a state more appealing, drawing more people into the state and giving the residents of the state a better sense of pride in where they live. When people take pride in where they are from, communities grow and prosper, property values increase, and people invest more in themselves and the area. These all benefit the state and economy in a positive way. The RUMA has these companies contribute to the communities they are in which can kick start the effects previously mentioned. Therefore, RUMAs not only positively effect transportation infrastructure but the counties and state as a whole.

Jefferson County was one of the leading counties in the creating of a standard Road Use Maintenance Agreement and one of the first counties in the state to write their agreement (Branagan, J., personal communication, March 11, 2022). It was started in 2011, and work was done with the prosecutor and the county engineers association in order to put together an agreement that would meet their needs (Branagan, J., personal communication, March 11, 2022). The first meeting organized by ODOT District 11, which includes Columbiana, Carroll, Holmes, Tuscarawas, Jefferson, Harrison, and Belmont County was held at the Jefferson County Engineers office (MacAdam, 2012).



Jefferson County's specific agreement can be found in Appendix A. All Road Use Maintenance Agreements started with the same template with minor adjustments being made according to the county or companies specific wants and needs. All of the key points, general layout and signature requirements are the same across the board. The agreement first states general information, including who the agreement is between, what location the agreement is for and what the use of the road the agreement is being signed for will be. It also states what can and cannot be done in terms of the agreement without further approval. The agreement discusses regulations such as thaw conditions, loads and load reductions, and obeying all traffic laws or regulations that may be set for a specific road. It also lays out what the company is responsible for in regard to damages and what is classified here, what must be done to the roadways during construction, such as dust control, and what must be done post project completion and what the consequences are should this fail to happen. The bond amount and indemnity agreement, typically stating that the company would cover the government entity of any liabilities, are put into the agreement, as well as the conditions of the bond.

The agreement is discussed and settled on between both the government entity and the company. Signatures are required by a representative from the company, the county engineer, the county commissions, the county prosecutor, and the trustees of the respecting township/townships. This may involve site visits and research to be done by the government entity, however it ensures that they are in the know when it comes to the use of their roads and if it seems acceptable or not. When repair work is discussed and agreed upon there are also preconstruction site meetings held with all affected parties where the plans and any problems or concerns can be addressed. This joint work has formed better relations between the parties. The agreement has a one-year term and must be renewed thereafter. In order to terminate the

agreement, the company must provide written notice, and the agreement will terminate when that year's time has passed.

Jefferson County has since added an amendment to the RUMA agreement that waives the bond, waives the frost law, allows no escort for heavy traffic, and waives responsibility of abiding by the restrictions set for damage and repairs after completion, if the company entering into the agreement, prior to the start of usage of the road, designs and builds a road that will withstand the traffic loads (Branagan, J., personal communication, March 11, 2022). The amendment goes through the same approval process with signatures being required from all involved parties. It lasts for one year with the option for a six-month extension and can only be terminated by getting signatures from both the company and the county. The amendment can be seen in Appendix B. This follows some of the "best practices" found in a study that recommended Road Use Maintenance Agreements be modified to include a bond to make sure that the rules of the RUMA are being followed by the company, but to waive the bond if a pre-development upgrade is done that is engineered to withstand the truck traffic (Green, 2017).

One of the common engineer-designed-repairs used by the well companies is full depth reclamation, also known as FDR. This is a process where the base of the road is milled, dry cement is added and mixed in with the road base, and water is sprayed on the top and left to harden. This creates a strong base on which the asphalt can be laid that can withstand the increase in truck traffic and heavy loads. There is a standard mix for this, however the mix can also be engineered to create an even stronger road base. This was first done for a RUMA project in Carroll County, where they did a standard FDR base with six inches of asphalt as the surface (Merrin, C., personal communication, March 11, 2022). After this project, areas such as Jefferson County started to implement more of these types of road repairs. Many roads have been repaired in this

way, pre-construction, by the oil and gas companies in the state, both on county and township roads (Merrin, C., personal communication, March 11, 2022). Most have been able to be a standard mix, however there have been engineered mixes performed as well. These roads seem to withstand the traffic caused by the well pads well and should withstand the loads for many years to come.

In speaking with Jefferson County Engineer, James F. Branagan PE, PS, and Jefferson County Chief Deputy Engineer, Clay Merrin, they both commented that having a RUMA has been very beneficial to the workings of the county, the county road systems, and the relations with the companies entering into the agreement. Township official, Dan Cermak, also backed up this statement from a smaller government level, emphasizing how much it has aided in the relationship with these companies. He commented that as long as reasonable requests and expectations were made the companies are more than willing to work with the local officials on issues that are present (Cermak, D., personal communication, March 11, 2022).

In Jefferson County alone the recent data from the end of 2020 shows that \$26,443,000.00 has been spent by the oil and gas industry on making improvements and repairs to Jefferson County Roads (Merrin, C., personal communication, March 11, 2022). This included work on portions of 39 different county roads (Merrin, C., personal communication, March 11, 2022). This does not account for any work done on township roads within the county where millions have also been spent. One township project alone that happened within Jefferson County, an engineered FDR on nine miles of road, cost \$1.4 million (Cermak, D., personal communication, March 11, 2022). One township within Jefferson County, Smithfield Township, had \$9.633 million of improvements made between both county and township roads within the township from 2017 through 2020 (Cermak, D., personal communication, March 11, 2022).

There are approximately 225 RUMAs within Jefferson County alone, with 18 different companies (Merrin, C., personal communication, March 11, 2022). The majority of these companies are oil and gas companies, including well site, pipeline, and compressor station work, with a few for coal mining operations (Merrin, C., personal communication, March 11, 2022). Oil and gas and wind are the only industries required by the state to obtain a RUMA, however it can benefit other industries as well, with the main incentive to them being the bond waiver. The investment into the infrastructure in the county because of RUMAs has included road repairs and resurfacing, road widening, slip repairs, bridge replacements, intersection improvements, guardrail installation and replacement, drainage improvements and pavement marking (Merrin, C., personal communication, March 11, 2022).

The Ohio Department of Transportation (ODOT) and the county where work is being conducted have jurisdiction over heavy loads (Albers, 2012). Originally approval was needed from those with jurisdiction over the roads before the Ohio Department of Natural Resources (ODNR) could approve construction/use of the land. However, ODNR has created a revision to the agreement, statewide, that if the process of the agreement slows oil and gas work the governing bodies cannot interfere (Albers, 2012). This can be seen as a deterrence from having to enter into a RUMA, since work can now continue without one, according to the ODNR regulations. Across the board many issues were being noted with the old way that the system worked such as work not being completed by the companies, typically due to companies going out of business prior to the repairs being made, or the repairs that were being made were not adequate. However, one major issue that was noted was the government officials of an area not being aware of when or where work was taking place in a timely manner. This was another problem that the RUMA solved. By having to have this agreement in place before the start of

construction everyone could be on the same page causing less conflict between the government agencies and the companies. This makes this new law set in place by the ODNR even more controversial. However, this law has officially been set in place, giving reason that the road maintenance agreement process may need to be simplified so that the same responsibility can be taken in a shorter amount of time. Research has been conducted at Ohio University, by Mr. Roger Green, to determine best practices by comparing current practices and relate them to the development and execution of the RUMA (Green, 2017).

## **Chapter 4: Conclusion**

Why do more states not utilize a RUMA? There is minimal effect to the taxpayers themselves, and it is mostly positive, it is a standard agreement that can be easily adjusted to meet specific needs and has seen to better communities and community relations with the companies working within them. They are also beneficial to the companies and provide great incentives such as bond waivers. While there are these many positive economic and infrastructure effects that have come out of these agreements there are still some trade-offs to be considered with the environmental and nuisance impacts. However, RUMAs were created to make the best of the situation at hand. RUMAs are “a true example of the public and private sector partnering to ensure vital local infrastructure helps spur economic development at no additional cost to taxpayers” (Road use maintenance agreements RUMA, 2020).

For this report, personal communications were made through various methods including in person conversations, phone conversations, and email communication, with Jefferson County Engineer, Jim Branagan, Jefferson County Chief Deputy Engineer, Clay Merrin, and Smithfield Township Trustee, Dan Cermak. Personal knowledge and experience by the writer was also used throughout the report.

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## Chapter 6: Appendix

### Appendix A

#### ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT

AND MAINTENANCE AGREEMENT, is  
y of December, 2018, by and between  
, acting by and through its Board of  
VNSHIPS and EAP Ohio, LLC (Encino)  
by and thru its contractors and subcontractors and each of their respective  
agents, employees, representatives etc.

Whereas, EAP, LLC, whose address is 5847 San Felipe, Suite 300,  
Houston, TX 77057 is the Operator of certain oil and gas wells located in  
Jefferson County, State of Ohio. The Project Site consists of developing oil and  
gas wells, extracting the oil and gas, and maintaining those wells and sites during  
construction, drilling and completion.

Whereas, in connection with the development, construction, operation, or  
maintenance of the oil and gas wells, it will be necessary for Encino and its  
contractors and subcontractors and each of their respective agents, employees,  
representatives etc. to;

- 1.) transport heavy and/or oversized vehicles, equipment and materials  
over designated haul routes on roads located in the County, which  
may in certain cases be in excess of the design limits of such  
roads;
- 2.) transport certain locally sourced materials, such as water and  
gravel etc., on such roads;
- 3.) widen such roads and make certain modifications and  
improvements (both temporary and permanent) to such roads  
(including to certain culverts, bridges, road shoulders, crest  
corrections, and other related fixtures) to permit such equipment  
and materials to pass; and
- 4.) encroach within the County's established maintenance right-of-  
ways.

Whereas, Encino acknowledges that it may not conduct the above  
activities without the express consent and permission of the County, which has  
exclusive authority and control over the County and authority over township  
roads, evidenced by attached Township signatures, bridges, culverts, drains and  
other County property; and

Whereas, Encino shall provide an Appendix A with the following  
information as it concerns the Project Site;

- 1.) location of all proposed well sites,
  - 2.) designated haul routes,
  - 3.) schedule of events
  - 4.) list of overload/oversized vehicles;
-

5.) list of subcontractors.

Encino shall update Appendix A as necessary or at the request of the County.

Whereas, the County will permit Encino to perform the above activities in connection with the Project on County and Township roads, culverts, bridges, pursuant to the terms and conditions as set forth in this Agreement.

Any reference to County roads in this document shall include Township Roads.

## **ROADWAYS**

### **PRIOR CONDITIONS OF ROADS:**

With respect to any County or Township road that is identified in Appendix A hereto (together with appurtenant bridges, culverts, road shoulders, intersections, and all other County or Township-owned or controlled property, each a "Designated Road" and collectively, the "Designated Roads"), the County will video and create a detailed video record and textual narrative of the pre-existing condition of such Designated Roads, thru the County Engineer. Encino may send a representative to review the roads with the County Engineer. This video and textual narrative will be considered the Road Condition Report. The County shall deliver the Road Condition Report for the Designated Roads to Encino, prior to the earlier of either:

- i.) Encino's commencement of any improvements to such Designated Road or
- ii.) Any use by Encino of such Designated Road for operation of a motor vehicle or other equipment weighing more than five (5) tons.

If Encino disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach an agreement.

### **PRE-PROJECT ROAD ALTERATIONS**

Prior to Encino's use of the Designated Roads, and after review of the Road Condition Report, Encino and the County must determine if any improvements need to be made prior to the use of the Designated Road. The County hereby acknowledges and agrees and consents to Encino's completion of such modifications and permanent improvements to such Designated Roads as are reasonably necessary to accommodate the then-anticipated use of such Designated Road by Encino. Such modifications and permanent improvements may include the widening of certain roads, the strengthening and /or spanning to existing culverts and bridges, and other improvements and modifications reasonably necessary to accommodate the heavy equipment and materials to be transported on the Designated Roads.

Encino agrees that all modifications and improvements to Designated Roads, including any temporary turning radius, corner or intersection wide-out, intersections or corner improvements shall comply with all applicable engineering standards and stamped engineering drawings that are submitted by Encino to the County prior to the commencement of the modifications and improvements.

**THAW LOAD REDUCTION:**

Per Ohio Revised Code 5577.07 the county reduces Ohio legal loads on numerous county roads, during late Winter and early Spring. Vehicles exceeding these limits will require an overload permit.

**USE OF DESIGNATED ROADS BY ENCINO:**

In connection with the development, construction, operation, and maintenance of the Project, the County hereby acknowledges and agrees that Encino may use the Designated Roads at any time, seven days a week, 365 days a year, beginning **December 11, 2018** and for the duration of the development, construction, operation, and maintenance of the Project. Such use may include the movement and transportation of overweight and oversized vehicles, equipment, water, loads and other necessary equipment and materials to and from the Project.

Encino is still required to request an overweight/oversized vehicle from the County Engineer's Department. All such vehicles will be escorted along the Designated Roads by the County Weight Enforcement Officer.

In addition, to identifying the Designated Roads, Appendix A identifies the routes over the Designated Roads that will be used for, travel and transportation. If Encino desires to include additional roads or portions thereof of Designated Roads, Encino shall submit an updated version of Appendix A to the County that includes such additional road and to the extent appropriate, revise or supplement the Road Condition Report in order to report of the pre-existing road conditions of such additional roads or portions thereof.

**DAMAGES AND REPAIRS:**

If any County or Township Road or related appurtenances, including bridges, culverts, signage, or other road fixtures, or any County or Township-owned drainage tile or open ditch, is damaged by Encino, Encino shall repair (or caused to be repaired) such damage. With respect to damage to a County or Township road or related appurtenance, the County and Encino shall rely upon Ohio Department of Transportation's Construction and Material specifications latest addition and the County's specifications to determine whether the repair has been performed in accordance with the standard set forth. Subject to

considerations of safety, the presence of emergency conditions, and the costs of such repairs, any repair and restoration shall commence and be completed promptly by Encino. Following completion of such repair, the County Engineer and Encino shall jointly inspect the repair to confirm that it has been completed to the satisfaction of the County Engineer. Damages to any County or Township owned drainage or open ditch may also include damages occurring within the County's or Township's maintenance right-of-way, if such damages deny, impede, or affect the County's ability to exercise drain maintenance within its right-of-way and results in additional costs to the County.

#### **EXCESSIVE DAMAGES:**

If during the well site construction, road damage becomes excessive in nature, Encino will make additional improvements to strengthen the road base and surface immediately upon written notice from the County Engineer. All work on the well site will cease until repairs are done to correct the problem.

#### **COMPLETION OF WELL:**

After completion of the well project, the County Engineer will inspect the Designated Roads for road damage during the well construction period including damage to road base, culverts, bridges, ditches, guardrails, signs or other road appurtenances. The County Engineer will provide a list of damages to Encino. Encino shall make the necessary repairs based on County and/or Ohio Department of Transportation specifications. Encino will notify the County Engineer when repairs are to be made and the name of the Contractor performing such repairs.

After the repairs are made, Encino will insure that the final condition of the road surface as follows:

**Gravel Road** – provide 2 inches of aggregate

**Chip and Seal Road** – provide a new single coat of chip and seal per Ohio Department of Transportation 422

**Asphalt Road** – provide 2 ½ inches of hot mix asphalt per Ohio Department of Transportation 448 and with Ohio Department of Transportation 407.

The work above shall be performed in accordance with County and Ohio Department of Transportation Specifications. The work shall be completed within a two (2) month period after expiration of the well construction project unless an extension is approved by the County for just cause.

Encino shall provide a written notice to the County Engineer that the work has been completed and provide proof of payment for the work performed to the subcontractor.

Upon receipt of the completion notice the County Engineer will have thirty (30) days to accept or reject the above work. If a rejection notice is tendered by the County Engineer, Encino will make the necessary repairs identified in the rejection notice.

**FAILURE TO REPAIR:**

If Encino fails to repair any damage to County or Township owned property that Encino is required by this Agreement to repair, the County Engineer may request in writing that Encino perform such repair. If Encino fails to commence such repairs with ten (10) days and thereafter to maintain reasonable progress in the performance of such repairs, then the County may make such repairs and shall invoice Encino for costs incurred in connection with repairs. Encino shall pay such invoiced amounts within 30 days following receipt of such invoice.

**If Encino does not fulfill obligation to repair roads after well site completed, the County can stop all activities on ongoing and/or new well sites.**

**BASIC TERMS OF ROAD USE**

**OBEY ALL TRAFFIC LAW:**

All vehicles driven by Encino and its contractors and subcontractors and each of their respective agents, employees, representatives etc. shall abide by all local, state, and federal speed limits as posted or, if not posted, as otherwise applicable.

All vehicles driven by Encino and its contractors and subcontractors and each of their respective agents, employees, representatives etc. shall comply with all reasonable requests of the County Engineer to take necessary precautions designed to protect the traveling public. These precautions include the immediate removal of dirt, mud, and debris carried onto the said road by trucks and trailers hauling material to the Project sites.

**SIGNAGE:**

During construction of the Project Sites, Encino and its contractors and subcontractors and each of their respective agents, employees, representatives etc. shall be responsible for placing and maintaining signage in compliance with applicable provisions of the Ohio Manual on Uniform Control Devices.

**NOTICE OF ROAD CLOSURES:**

Encino shall provide to the Jefferson County Engineer, and any other agency or office reasonably designated by the County,

- 1.) notice of Designated Road closures (including time and expected duration) by fax and e-mail five (5) business days in advance of such closures and
- 2.) current maps of the Designated Roads.

Encino shall designate a person to coordinate the transportation related activities of Encino during construction of the Project.

If the County objects to such road closures, they must notify Encino within two (2) business days after they receive notice and current maps, and the County may object to such closure or limited access on grounds of public safety or substantial public inconvenience. The Parties shall cooperate reasonably to find an alternative to the planned closure or limited access or otherwise minimize disruption to County road traffic and Encino construction activities and schedule. If the County does not object within such time, the County shall be deemed to have no objection to such planned closure.

This Agreement shall not prohibit the Township from closing a road to any vehicle or combination if such closing is authorized by law and is necessary for safety or is temporary closing due to climatic conditions or an act of God or war.

**WEIGHT OF VEHICLES:**

Vehicles used by Encino and its parties weighing more than five (5) tons shall travel only on Designated Roads.

**IMPROVEMENTS:**

Upon completions of the portion of the Well Sites requiring temporary improvements, all such temporary improvements shall be removed by Encino. However upon written request from the County prior to removal, any such temporary improvements may permanently remain as property of the County of Township, or as a part of a County of Township right-of-way.

**DUST CONTROL:**

During the construction and maintenance of the Well Sites, Encino shall use a commercially recognized dust palliative to control the airborne dust created or contributed to by Encino and its contractors and subcontractors and each of their respective agents, employees, representatives etc. on gravel covered Designated Roads. Watering alone shall not be considered to be sufficient dust control, unless agreed upon in advance by the County Engineer. The County Engineer or his/her designee may provide a written request to Encino for additional dust control measures.

The dust control measures required by this Agreement and requested by the County Engineer shall be applied within twenty-four (24) hours of written notification.

#### **PERFORMANCE ASSURANCE BOND:**

Encino shall post a bond to cover the costs of any damages made to the roads used by Encino during the Project. The amount of the bond shall not exceed **\$250,000 per mile** of the Designated Roads affected by Encino. The Bond amount for each well site's Designated Roads will be provided by the County Engineer based on the length, width and type of roads utilized.

The Performance Assurance Bond shall be made payable to the County and a surety bond issued by a corporation licensed to do business in Ohio and approved by the County or may be posted in the form of cash deposit. The Performance Assurance Bond shall remain in full force and effect during the term of the Project and continuing in full force and effect for **two (2) years** after the final completion. The Performance Assurance Bond is intended to provide the County with assurance that it will be paid by Chesapeake for its obligations under this Agreement, but shall not in any way limit the amount of Encino's obligation of liabilities under this Agreement.

#### **DRAW CONDITIONS:**

The County may draw upon the Performance Assurance Bond only if and to the extent that Encino fails or refuses to perform repairs or to pay the costs of performing repairs. Draw conditions are as follows:

- 1.) The County Engineer or a member of the Board of Commissioners shall certify that all the following draw conditions have been met:
  - a.) That the County Engineer has complied with the requirements; and
  - b.) That Encino has failed or refused to perform repairs or to pay the cost of performing repairs; and
  - c.) That the County has performed such work and/or had such work performed; and

- d.) That the County has incurred expenses for the performance of such work; and
- e.) The County has evidenced to Encino that amount of such expenses.

If the County draws upon the Performance Assurance Bond, the County Engineer shall provide a full accounting of the amount of the draw(s) and the costs of repairs to Encino.

## **GENERAL PROVISIONS**

### **INDEMNITY AND HOLD HARMLESS AGREEMENT:**

Encino shall indemnify, defend, and hold the County harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against the County, its officers, Board of Commissioners, affiliates, agents and employees of the foregoing for any judgments, liabilities, obligations, fines, penalties or expenses, including reasonable attorneys' fees and expenditures, including for personal injury or damage to third persons or property, but only to the extent that such arise directly from the actions or omissions of Encino and its contractors and subcontractors and each of their respective agents, employees, representatives etc., in interest or, in the course of performance by Encino under or in connection with the Agreement.

Encino assumes all liability for Encino and its contractors and subcontractors and each of their respective agents, employees, representatives etc. working on behalf of Encino.

### **LETTERS OF AUTHORITY:**

Upon the request of Encino, the County shall countersign a letter for use by Encino evidencing whether the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project sites have been properly permitted by the County and they have been completed and the assurance performance bond has been received by the County.

### **REIMBURSEMENT:**

If Encino is required to reimburse the County for any expense incurred by the County, Encino shall be required to reimburse such County for any expenses as are reasonable, direct, reasonably documented, and which the County has incurred.

### **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 the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in Jefferson County.

**STATE OF OHIO – PREVAILING WAGE LAW:**

Operator acknowledges that Ohio Attorney General Opinion 2012-029 was issued on September 19, 2012, holding that 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). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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.

**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 vary or modify the written terms hereof. This Agreement may be amended only by a written agreement signed 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 by facsimile, or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. All notices, requests, demands and other communications shall be sent to the following addresses:

**To the County:**     **James F. Branagan, County Engineer**  
                             **598 State Route 43**  
                             **Steubenville, Ohio 43952**  
                             **Office: (740) 283-8574**  
                             **Cell: (740) 632-1339**

**To Encino:**         **Doug Schafer**  
                             **2321 Energy Drive**  
                             **Louisville, OH 44641**

**(Work) 330-871-5005  
(Fax) 330-875-4399  
(Cell) 330-608-8655**

**OR**

**Lucas Shipper  
2321 Energy Drive  
Louisville, OH 44641  
(Work) 330-875-5005  
(Fax) 330-875-4399  
(Cell) 304-582-0022**

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

**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 provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

**SEVERABILITY:**

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.

The status of Encino under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Encino and its contractors and subcontractors and each of their respective agents, employees, representatives etc shall 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, officers, employees, agents, representatives or servants of the County. As an independent contractor, Encino shall accept full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability or other coverage required by law.

**TERMINATION AND/OR ABANDONMENT:**

  
Name: Jane M.  
Title: efferson

  
d

By: 

3,

If Encino abandons or terminates construction of the Project, Encino shall provide written notice to the County of such abandonment or termination of construction. In such event, this Agreement shall terminate one (1) year thereafter, or such earlier time as the parties shall otherwise agree to.

**RENEWAL:**

This Agreement has a term of one (1) year and may be renewed yearly by the Parties hereto.

***IN WITNESS WHEREOF***, the Parties hereto have executed this Agreement the day and year first written above.

[Signatures appear on following pages]

Jefferson County

By:

J                      **Hanlin**  
County Prosecuting Attorney

By:

Name: **Davi C. Maple, Jr.**  
Title: County Commissioner, Chairman

  
Name: **Dr. Thomas E. Graham**  
Title: County Commissioner

---

---

Stacy Williams  
Williams

EAP Ohio, LC

Don F. Scha  
Don F. Scha

---

Date: 12/11/18

By  
Name: **Thomas G. Gentile**  
Title: County Commissioner

By:  
Name: **Stacy**  
Title: Clerk, County Commissioner's Office

**L**

By:  
Name: **glas S fer**  
Title: Drilling Services Representative

**BRUSH CREEK TOWNSHIP**

By: \_\_\_\_\_  
Name: Matthew Rose  
Title: Trustee

By: \_\_\_\_\_  
Name: Chris Rawlings  
Title: Trustee

By: \_\_\_\_\_  
Name: Joseph Cronin  
Title: Trustee



**CROSS CREEK TOWNSHIP**

By: \_\_\_\_\_  
Name: Paul Cesaro  
Title: Trustee

By: \_\_\_\_\_  
Name: Louis Vandeborne  
Title: Trustee

By: \_\_\_\_\_  
Name: Mitchell Morelli  
Title: Trustee

**ISLAND CREEK TOWNSHIP**

By: \_\_\_\_\_  
Name: Sam Grafton  
Title: Trustee

By: \_\_\_\_\_  
Name: Mark Clark  
Title: Trustee

By: \_\_\_\_\_  
Name: Brian Applegarth  
Title: Trustee

**KNOX TOWNSHIP**

By: \_\_\_\_\_  
Name: Rob Herron  
Title: Trustee

By: \_\_\_\_\_  
Name: Wm.(Mike) Swickard  
Title: Trustee

By: \_\_\_\_\_  
Name: Joseph Adamovich, Jr.  
Title: Trustee

**ROSS TOWNSHIP**

By: \_\_\_\_\_  
Name: Charles Henry  
Title: Trustee

By: \_\_\_\_\_  
Name: Phil Jordan  
Title: Trustee

By: \_\_\_\_\_  
Name: Dave Ramsey  
Title: Trustee

**SALEM TOWNSHIP**

By: \_\_\_\_\_  
Name: Tom McConnell  
Title: Trustee

By: \_\_\_\_\_  
Name: Eric Mercer  
Title: Trustee

By: \_\_\_\_\_  
Name: Kelly Prokopakis  
Title: Trustee

**SALINE TOWNSHIP**

By: \_\_\_\_\_  
Name: Charles Crawford  
Title: Trustee

By: \_\_\_\_\_  
Name: Danny Householder  
Title: Trustee

By: \_\_\_\_\_  
Name: Donald Wilson  
Title: Trustee

**SPRINGFIELD TOWNSHIP**

By: \_\_\_\_\_  
Name: Joe Kmatz  
Title: Trustee

By: \_\_\_\_\_  
Name: Dan Stone  
Title: Trustee

By: \_\_\_\_\_  
Name: William Stewart  
Title: Trustee

**STEUBENVILLE TOWNSHIP**

By: \_\_\_\_\_  
Name: Scott Fabian  
Title: Trustee

By: \_\_\_\_\_  
Name: Tim Eddy  
Title: Trustee

By: \_\_\_\_\_  
Name: Wayne R. Ruckman  
Title: Trustee



**WAYNE TOWNSHIP**

By: \_\_\_\_\_  
Name: Rich Davis  
Title: Trustee

By: \_\_\_\_\_  
Name: Vernon Jackson  
Title: Trustee

By: \_\_\_\_\_  
Name: Kevin Walker  
Title: Trustee

# BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY  
301 MARKET STREET  
STEUBENVILLE, OHIO 43952  
TELEPHONE (740) 283-8500  
FAX NUMBER (740) 283-8599

*Commissioners*  
**THOMAS G. GENTILE**  
**DR. THOMAS E. GRAHAM**  
**DAVID C. MAPLE, JR.**

*Clerk of the Board*  
**STACY J. WILLIAMS**

JEFFERSON COUNTY  
December 21, 2018 RECEIVED

Mr. James F. Branagan, Engineer  
County of Jefferson  
598 State Route #43  
Steubenville, Ohio 43952

DEC 28 2018

ENGINEER'S DEPARTMENT

Dear Mr. Branagan:

During the meeting of the Board of Commissioners held on December 20, 2018, Mr. Gentile moved,

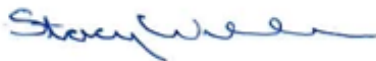
"Upon request and recommendation of Jefferson County Engineer, Mr. James F. Branagan, the Board of Commissioners, County of Jefferson, State of Ohio, sign the ROADWAY USE REPAIR & MAINTENANCE AGREEMENT between the County of Jefferson and Engine Acquisition Partners, LLC, for roads in Brush Creek, Cross Creek, Island Creek, Knox, Ross, Salem, Saline, Springfield, Steubenville, and Wayne townships.

"Mr. Maple seconded.

Roll call - Mr. Gentile, Abstain; Mr. Maple, Yes; Dr. Graham, Yes.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Stacy Williams, Clerk

Attachment

co-Engine Energy

## Appendix B

Classification: DCL-Internal

### **AMENDMENT TO ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT WITH ENCINO**

This Amendment will affect the specific sections listed below, however it will have no effect on the remainder of the **ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT** between **JEFFERSON COUNTY, OHIO** (County), acting by and through its Board of Commissioners, and its respective TOWNSHIPS and **EAP Ohio, LLC** (Encino) by and thru its contractors and subcontractors and each of their respective agents, employees, representatives etc., and, will only become effective upon notification of commencement from EAP Ohio, LLC.

This **ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT** and **AMENDMENT** is limited to the **Timothy Maple JN BCR WELL SITE**

**EAP Ohio, LLC** is the correct name of the LLC during business in Ohio

The **Designated Roads** for the **Timothy Maple JN BCR WELL SITE** is from **Ohio SR 164 to CR55 (Monroeville Irondale Road) 1.85 miles east to TR302 ( 1.02 miles) east to TR299 (375 feet) north to well site.** (See Exhibit A.)

#### **Prior Conditions/ Pre-Project Road Improvement & Performance Assurance Bond Sections:**

Encino agrees at its expense that it will obtain road boring samples from the Designated Roads in order to ascertain the load capacity on the Designated Roads. Once the tests are performed, Encino at its expense will perform the work necessary to upgrade the Designated Roads.

The plans to upgrade the road will be prepared by an Engineer and approved by the Jefferson County Engineer prior to the commencement of any work performed.

If the above work is performed or in the process of being performed on the Designated Roads, the County will waive the Performance Assurance Bond requirement.

#### **Heavy Load Reduction Section:**

Once the above described work is completed, the County agrees to waive the frost law requirements in regards to requiring overload permits and limited travel on the Designated Roads during the Late Winter and Early Spring months.

**Damage and Repairs Section – Specifically Asphalt Road:**

The 2 ½ inch resurfacing requirement on asphalt roads will be waived or reduced on Designated Roads at the discretion of the County Engineer. This only applies to Designated Roads in which upgrade work has been performed prior to Project Completion.

**Use of Designated Roads by Encino:**

The requirement that all overweight/ oversized vehicles will be escorted along the Designated Roads by the County Weight Enforcement Officer will be waived by the County. However, Encino will provide notice of when overweight/oversized vehicles are traveling on the Designated Roads. The County Weight Enforcement Officer may at any time escort overweight/oversized vehicles along Designated Roads at the request of the County Engineer or Encino.

**TERMINATION AND/OR ABANDONMENT:**

The **ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT** shall remain in effect for one (1) year or until Encino notifies the County by writing that excessive hauling activities related to the **Timothy Maple JN BCR WELL SITE** construction, drilling and completion operations are completed, the shorter of the two. However, the termination of this Agreement will require the County's signatures as well as Encino's signatures.

If additionally time beyond one (1) year is need to complete work at the **Timothy Maple JN BCR WELL SITE**, an additional six (6) month extension will be granted, with the signatures and agreement of the County and Encino.

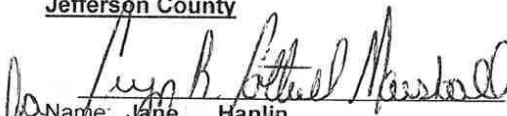
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**TERMINATION AND/OR ABANDONMENT:**

EAP Ohio, LLC

By:   
Name: Douglas F. Schafer  
Drilling Services Representative  
EAP

Jefferson County

  
Name: Jane Hanlin  
Title: Jefferson County

  
David

By:   
Name: Thomas  
County Commissioner

  
Name: Tony E. Morelli  
Title: County

  
Stacy Williams  
County Commissioner's

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first written above.

Title:

Ohio  
1015 Waynesburg Road NE  
Carrollton, Ohio 44615

By:

**M.**

Prosecuting Attorney

By:

Name:

N

**Dr. T**

Title

By:

Commissioner

By

Name:

Title: Clerk,

Office

**C. Maple, Jr.**

Title: County Commissioner, Chairman

**E. Graham**

---

**BRUSH CREEK TOWNSHIP**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

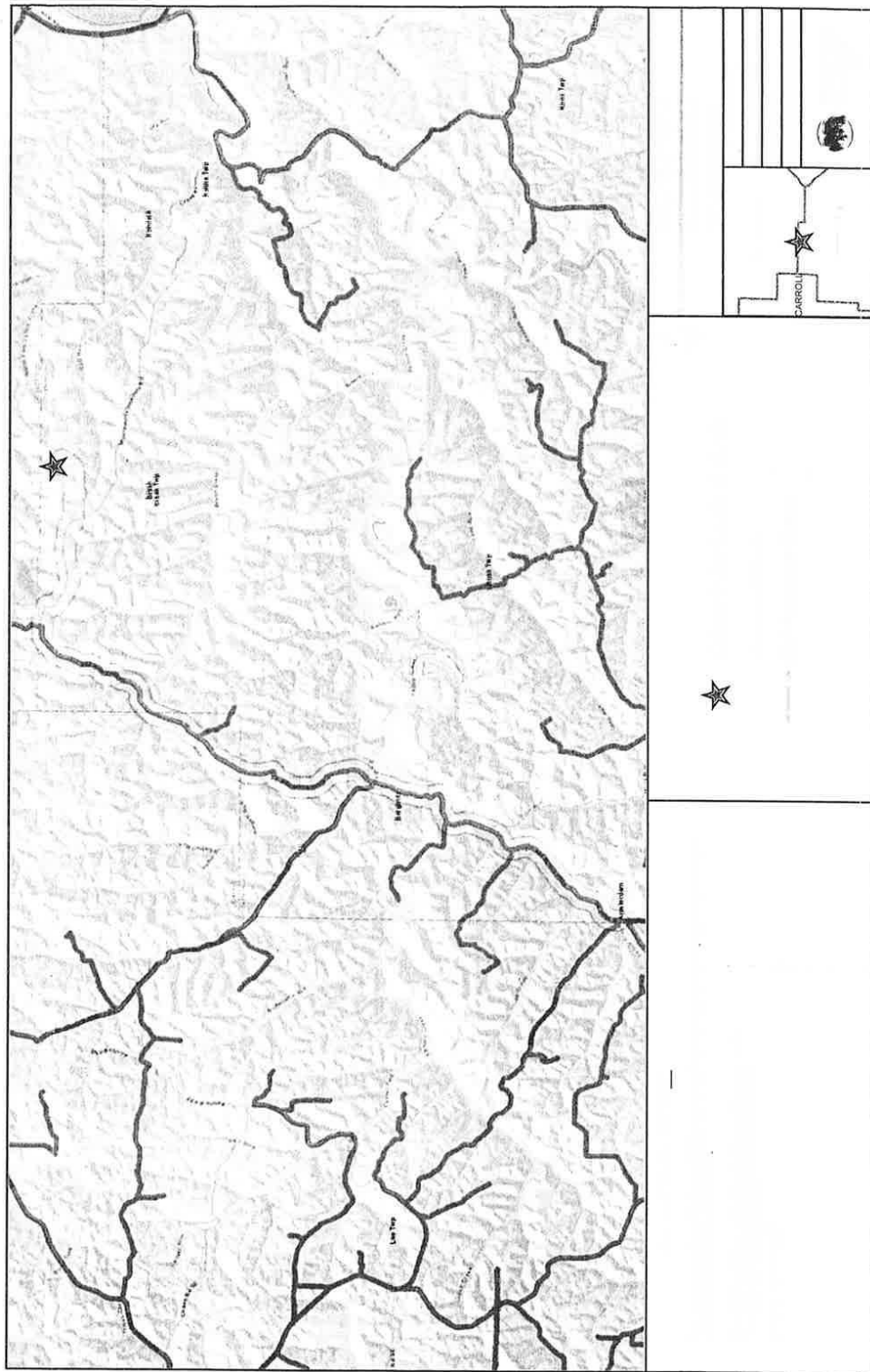


By:  
Name: **Christopher T. Rawlings**  
Title: Trustee

Name: **Brent A. Rose**  
Title: Trustee

Name: **Anita L. Gruszeki**  
Title: Trustee

---



Updated: 1/31/2022  
Scale: 1 in = 1 miles

Project: NAD 1983 StatePlane Ohio North (1193, 3401) Feet

JEFFERSON

**Approved Route - 1/31/2022**

From the intersection of SR43 and SR164 in Amsterdam go approximately 10.8 miles northeast on SR164 to Monroeville Irondale Road

Turn right onto CR55 Monroeville Irondale Road (1.85 miles)

Turn left onto TR302 (1.02 miles) at Grants Hill Church

Turn left onto TR299 (375 feet)  
Pad will be on the right

Path: X:\Working\Haul\Map\Haul TIMOTHY MAPLE JN BCR.mxd

**TIMOTHY MAPLE 23-12-3 PAD**

Approved Route



Approved Haul Move  
TIMOTHY MAPLE JN BCR

Utica Field Office

COLUMBIANA

Author: cminax

ENCINO  
Energy

EAP Approved Roads

## BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY  
301 MARKET STREET  
STEUBENVILLE, OHIO 43952  
TELEPHONE (740) 283-8500  
FAX NUMBER (740) 283-8599

*Commissioners*  
**DR. THOMAS E. GRAHAM**  
**DAVID C. MAPLE, JR.**  
**TONY MORELLI**

*Clerk of the Board*  
**STACY J. WILLIAMS**

February 11, 2022

Mr. James F. Branagan, Engineer  
County of Jefferson  
598 State Route #43  
Steubenville, Ohio 43952

Dear Mr. Branagan:

During the meeting of the Board of Commissioners held on February 10, 2022, Dr. Graham moved,

"Upon request and recommendation of the Jefferson County Engineering Department, the Board of Commissioners, County of Jefferson, State of Ohio, sign the AMENDMENT to the ROADWAY USE REPAIR & MAINTENANCE AGREEMENT between the County of Jefferson and Encino Acquisition Partners, LLC, for the Timothy Maple JN BRC Well Site, located in Brush Creek Township, Jefferson County Road #55, and Township Roads #299 and #302.

"Mr. Maple seconded.

Roll call - Mr. Maple, Yes; Mr. Morelli, Yes; Dr. Graham, Yes.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Stacy Williams, Clerk

Attachment

cc-Encino Acquisitions