

MUNICIPAL ROAD USE AGREEMENT

_____, hereinafter referred to as “User”
and the municipality of _____, _____ County,
hereinafter referred to as “Municipality” recognize it is in their mutual best interest to enter into
the following agreement, and:

WHEREAS, User desires to use public roadways within the Municipality to access
User’s gas well drilling operations; and,

WHEREAS, the parties recognize that the Municipality’s roads were not designed for
and will not withstand the heavy truck traffic and overweight vehicles of User’s operations; and,

WHEREAS, the public roadways to be used are described on “Exhibit A” and are
described herein as “roadways”; and,

WHEREAS, as a condition to the use of the roadways by the User, the Municipality is
requiring the User to execute this agreement to obligate the User to maintain the municipal roads
which it makes use of, in the same or better condition the roadways had prior to the
commencement of User’s operations, and to maintain the roadways in a good state of repair
during the User’s operations; and,

WHEREAS, in order to secure the User’s obligation to maintain the municipal roadways,
the User is required to execute this agreement to set forth the User’s promise, covenant and
agreement to maintain the roadways.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein
contained and other good and valuable consideration, the receipt of which is hereby
acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Before initiating drilling operations the User will designate a route, to and from the User's end location.
2. Upon route designation, the User will provide a pre-use construction design, maintenance and post-use repair criteria to be followed by the User. The ultimate goal of the design shall be:
 - A. Maintaining the roadway during use so as not to interfere with ordinary vehicle traffic.
 - B. Safety of all users and to provide continuous access for emergency vehicles.
 - C. Insuring that post-use, the condition of the road will be as good as or better than pre-use.
 - D. Maintaining the roadway in a manner that drainage features (structures) remain functional and effective at all times, including surface road drainage.
3. The design shall include, at a minimum, the following:
 - A. Current load bearing capacity of the road including the sub-base.
 - B. Current load bearing capacity of any bridges or culverts.
 - C. Weather conditions, time of year of use, and subsurface hydrology.
 - D. Duration of the proposed use.
 - E. Interval of inspections.
 - F. Interval of repairs.
 - G. Pre-use improvements.
 - H. Stormwater and runoff including improvements resulting from flow increases due to additional impervious surface.
 - I. Dust control.

J. Possibility of using or constructing new nonpublic roads.

K. Snow and ice removal.

L. Detailed maintenance plan based on the classification of the road and any specific/unique factors affecting the road.

M. All permits and responsibility for compliance with all other government agencies.

N. Number and weight of vehicles.

O. Adequate video or photographic record of the pre-use condition of the roadway.

4. Upon receipt of the design, the Municipality shall have 10 days in which to either accept the plan and execute the road use agreement or submit proposed changes or revisions to the proposed plan initiated by the Municipality itself or the Municipal engineer.

5. If the User proposes pre-use improvements designed for the proposed use, the User, upon completion of those pre-use improvements, shall not be required to post a financial bond but shall be required to comply with all terms of the maintenance agreement.

6. If the User proposes to use the existing roads with a maintenance plan without installing pre-use improvements, the User shall be required to post a maintenance bond at the rates prescribed by the Pennsylvania Department of Transportation. It is understood the Municipality shall be enabled to enforce the maintenance agreement during the term of this agreement by calling in the maintenance bonds and requiring the posting of additional bonds should the cost of repairs at any time exceed the amount of the bond. This maintenance plan shall include PennDOT Form OS-2 which is attached as "Exhibit B" and made part by this reference.

7. Upon the completion of the User's operations, the User, at its own cost and expense, shall within 60 days restore the roadways to the same or better condition as existed prior to the commencement of User's operations. Any associated costs or fees incurred by the Municipality for the administration or supervision of User's operations shall be borne by User.

8. Upon execution of this agreement, the User further agrees to immediately suspend its use of roadways (either completely suspend or agrees to abide by imposed weight limits) upon written notice from the Municipal Roadmaster/Engineer that, if in the discretion and opinion of the Municipal Roadmaster/Engineer, the continued use of the roadway may cause unnecessary damages, interference with access resulting from changes in weather conditions and/or the User's operations. Upon receipt of the notice the User agrees to suspend its use of roadways immediately until, in the sole and absolute discretion of the Municipal Roadmaster/Engineer, the conditions causing the suspension of the use of the roadways no longer exist.

9. The provisions of this agreement shall apply not only to the User's trucks, tractors and trailers, but also to any and all other equipment or vehicles used by the User, its agents, employees or assigns, during User's operations.

10. Should the User fail to maintain, repair, restore or resurface the roadways to the condition existing prior to the execution of this agreement within 60 days from the date of completion of User's operations, said User hereby agrees to reimburse and indemnify the Municipality for all costs and expenses incurred by the Municipality to repair, restore or resurface the roadways to the same condition which existed prior to the User's operations. In addition, emergency repairs resulting from the user's operations and determined to be necessary by the Municipal Roadmaster/Engineer, may be made by the Municipality with the User to reimburse the Municipality for all costs incurred by the Municipality in making such emergency

repairs.

11. This agreement shall remain in effect until the User has complied with all the terms and conditions of this agreement.

12. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Provided, however, that the User shall not assign its interest, or any portion thereof, in this agreement to a third party without the prior written consent of the Municipality.

13. This agreement shall be construed under the laws of the Commonwealth of Pennsylvania and constitutes the entire understanding between the parties hereto. No modification or amendment to this agreement shall be permitted or effective unless in writing and executed by both parties. The proper venue for any action brought hereunder shall be the Court of Common Pleas, _____ County, Pennsylvania.

14. The User hereby agrees to hold harmless and indemnify the Municipality for any and all costs, expenses (including legal fees), suits, claims demands are other causes of action which may accrue because of the User's operations.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement this ____ day of _____, 20____.

Municipal Official Date

Municipal Official Date

Municipal Official Date

Attest: Municipal Secretary Date

“Exhibit A” -- Designated Route



“Exhibit B”

Posted Highway Restoration and Upgrade Review Checklist Engineering District 2-0

Operator:	
County:	
State Route:	
Limits:	
Date:	

Requirement	Included or Addressed		Comments or Recommendations
	Yes	No	
Plan Requirements			
Typical sections			
Superelevation addressed			
Detail for tie-in to at grade structures			
Traffic control plan			
Detour			
Short term flagging			
Other			
Erosion control plan			
Pavement design, Pub 242 (Include anticipated traffic)			
Work schedule or project phasing			
Right-of-Way			
All proposed work within existing right-of-way			
Authorization to enter/waiver of claim for driveways			
Coordination for detours			
Posted bridges along proposed detour			
Emergency services contacted			
Local municipalities contacted			
Businesses along route contacted			
Local school district contacted (if required)			
Local property owners contacted			
Will mailboxes need reset			
Has post office been notified			
Utilities			
Minimum overhead clearance maintained			
Underground utilities located (PA one call)			
Drainage			
Cross pipes reviewed by PennDOT and/or contractor			
Replacements included or coordinated with PennDOT			

Requirement	Included or Addressed		Comments or Recommendations
	Yes	No	
Underdrain included in proposal			
Parallel ditch cleaning needed			
Included in project or coordinated with PennDOT			
Bridges within project limits			
Deadload check completed for proposed overlays			
Conflict with scheduled projects			
Guiderail within project limits			
Reset included in project			
Line painting included in project			
Route signs			
Will signs need reset as a result of proposed work			
Resetting of signs coordinated with PennDOT			
Brush and tree trimming or removal			