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ORDINANCE NO. 1-2025

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO A ROAD USE MAINTENANCE AGREEMENT ("RUMA") WITH THE CITY OF WARREN, OHIO FOR THE PURPOSE OF CONSTRUCTING THE FINISHED WATER TRANSMISSION MAIN PROJECT FOR THE BENEFIT OF CLEAN ENERGY FUTURE-TRUMBULL, LLC AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

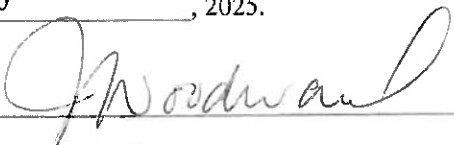
Section I: That the Village of Lordstown and the of Warren, Ohio, wish to enter into a Road Use Maintenance Agreement ("RUMA") for the purpose of constructing the finished water transmission main project for the benefit of Clean Energy Future-Trumbull, LLC.


Section II: That the Council of the Village of Lordstown hereby authorizes the Mayor and Clerk to execute on behalf of the Village of Lordstown the RUMA (a copy of which is attached hereto as Exhibit "A", the terms of which are incorporated by reference and made a part of this Ordinance).

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, and for the further reason that this Ordinance must be implemented in a timely manner due to construction schedules.

Section IV: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 21 day of Janaury, 2025.


_____, Mayor


_____, Clerk

**ROAD USE MAINTENANCE AGREEMENT ("RUMA")
BETWEEN
VILLAGE OF LORDSTOWN ("VILLAGE/AUTHORITY")
AND
CITY OF WARREN, OH("OPERATOR")**

WHEREAS Operator intends to utilize certain roadways and bridges identified on Exhibit A attached hereto and incorporate herein (the "Designated Roads") under the control, either directly or indirectly, of the Authority / Village for the purpose of constructing the Finished Water Transmission Main Project (the "Project"), and

WHEREAS Operator, Authority / Village believe that the volume of Operator's motor vehicle traffic could cause damage to said roadways and/or bridges, and

WHEREAS, pursuant to R.C. 5543.01, et seq., Authority/Village has general charge over "construction, reconstruction, improvement, maintenance, and repair of all bridges and highways" within the Village, and

WHEREAS, Operator and Authority/Village, with general oversight from the Trumbull County Engineer, desire to avoid future legal action by entering into this RUMA to clearly define the scope of duties of each party in the use, maintenance and repair of said Designated Roads, and

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Operator and Authority/Village agree as follows:

1. For purposes of the Project described above, the Designated Route is described below and depicted on Exhibit A:
 - Highland Avenue (4.79 miles) from the intersection with Burnett Road East to the intersection with County Line Road.
 - Hallock Young Road Southwest (4.26 miles) from the intersection with Ellsworth-Bailey Road to the intersection with Austintown Warren Road.
 - State Route 45 (Tod Avenue Southwest) (4.91 miles) from the intersection with Hewitt-Gifford Road Southwest to the southern boundary of the Village of Lordstown.
 - Salt Springs Road (4.99 miles) from the intersection with Palmyra Road to the eastern boundary of the Village of Lordstown.
 - Brunstetter Road (0.94 miles) from intersection with Highland Avenue east to Village of Lordstown boundary.
 - Goldner Lane (0.38 miles) from Hallock Young Road north to the eastward bend.
 - Henn Parkway (0.37 miles) from State Route 45 to cull-de-sac.
 - Tait Road (2.18 miles) from the intersection with State Route 45 to the intersection with Highland Avenue.
 - Ellsworth Bailey Road (3.67 miles) from the intersection with Newton Falls Bailey Road/Palmyra Road to the southern boundary of the Village of Lordstown.
 - Newton Falls-Bailey Road (1.11 miles) from the intersection with Wood Lenhart Road to the intersection with Ellsworth Bailey Road/Palmyra Road.
 - Palmyra Road (1.75 miles) from the intersection with Newton Falls Bailey Road/Ellsworth Bailey Road to the intersection with Hewitt Gifford Road Southwest.

- Austintown Warren Road (0.52 miles) abutted to the north and south by the Village of Lordstown boundary.

Operator shall not utilize any roadways or bridges other than the above-described Designated Roads for any hauling of equipment or material for the Project. Should Operator desire to use any roadways or bridges other than the Designated Roads for its hauling of equipment or material for the Project, it shall first obtain a written addendum to this RUMA describing the other roadways and/or bridges to be used for the Project. Upon execution of any such addendum, the described roadways and/or bridges shall become the new Designated Roads.

2. Operator shall comply with all applicable federal, state, and local laws and regulations while engaged in its Project and with regard to any duties under this RUMA. The Trumbull County Engineer shall be available as a resource for the Operator and Village / Authority and provide general oversight as it relates to this RUMA.
3. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or its contractors, shall comply with all applicable legal size, load and weight limits in accordance with state law, and all non-conforming vehicles shall require the proper local permit, including going through the normal oversize and/or overweight load permit application process.
4. Prior to the use of the Designated Roads for the Project, and after completion of the Project, Operator shall take video and/or photographs of the Designated Roads to document the condition of the roadways and bridges along the Designated Roads. Such video and/or photographs shall be provided to the Authority / Village to document the pre-Project condition of the Designated Roads.
5. During and after the Project, Operator shall maintain and restore the Designated Roads to as close as reasonably practicable their pre-Project condition. Operator shall provide for this maintenance and restoration at its sole expense. The maintenance and restoration shall include, but is not limited to, the as follows:
 - a. Trenches within the road and shoulder areas shall have proper shoring utilized and will be properly back-filled and tamped.
 - b. All road crossings with the exception of Salt Springs Road and Brunstetter Road shall be made using a trenchless method unless otherwise mutually agreed otherwise by written addendum.
 - c. Surplus dirt and other materials shall be removed from the site.
 - d. All dirt and/or debris tracked or spilled on the Route shall be immediately removed and shall not at any time be stored within the right of way for the Designated Roads.
6. Operator may also provide for the strengthening, repair, maintenance, and upgrading of the Designated Roads if mutually agreed with the Authority /Village, as applicable. In this case, Operator shall provide a written report to Authority /Village, as applicable, detailing the present condition of the Designated Road along with its recommendations for strengthening, repair, maintenance, and upgrading of said Designated Road.

7. Unless excepted for any of the reasons provided below, prior to the Upgrade Activity on the Route, Operator shall provide one or more certificates of liability insurance in the amount of at least \$2,000,000.00 with the Village of Lordstown named as insured and, Operator shall also post a bond or letter of credit in a form satisfactory to the Authority/Village, or cash, to cover the costs of any damage caused by Project on the Designated Roads by Operator. The amount of the bond or letter of credit, or cash shall be Two Hundred Fifty Thousand & 00/100 DOLLARS (\$250,000.00). Any such bond or letter of credit, or cash must be provided to the Authority/Village within 30 days of the date of this RUMA.

The Authority /Village may draw upon the above-referenced bond or letter of credit only if and to the extent that Operator fails or refuses to promptly perform repairs, or to pay the cost of performing repairs, as set forth in this RUMA, and after all of the following draw conditions have been satisfied: (i) the Authority /Village certify that Operator failed or refused to perform required repairs or to pay the cost of performing repairs required under this RUMA in a reasonable period of time; (ii) the Authority /Village certify that that the Authority / Village performed such repairs (or caused such repair work to be performed); (iii) the Authority / Village certify that the Authority / Village incurred expenses for the performance of such repair work; and (iv) the Authority / Village actually submitted details of such expenses to Operator without payment rendered. Any funds drawn upon by the Authority / Village under the bond or letter of credit to cover such expenses shall be subject to all defenses available to the surety under law.

If the Authority / Village draws upon the bond or letter of credit, the Authority / Village shall provide a full accounting of the amount of the draw(s) and the cost of repairs to Operator.

However, no such bond or surety, or cash shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Designated Roads provided by the Operator and mutually accepted by the Authority/Village and Operator exhibits that the Designated Roads' condition is sufficient for the expected traffic necessary for the development of the development site.
- b. The Operator provides a geotechnical analysis of the Designated Roads, mutually accepted by the Authority/Village and Operator, and based on that analysis, an Operator and Authority/Village-approved maintenance plan for the Designated Roads or an Operator and Authority/Village-approved preventative repair plan of the Route is attached to the RUMA as an addendum.
- c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority/Village and Operator, in favor of the Authority/Village for road usage by the Operator within the Authority/Village's oversight.

If cash is used as security as set forth above in this Paragraph No. 7, any unused balance will be returned to Operator within 60 days of completion of Operator's Project.

8. Traffic shall be maintained and protected with adequate barricades and lights to warrant safe travel. Traffic control shall be provided by Operator in the event that one or more lanes on the Designated Roads are blocked for any period of time.
9. If Authority /Village, as applicable, determines that any additional traffic signage is needed, or desired, on the Designated Roads as a result of this RUMA and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. All such signage shall be in compliance with "The Ohio Manual of Uniform Traffic Control Devices". In the event that any other safety concerns should arise during the course of this RUMA, Operator, Authority/Village shall mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. If a roadway or bridge closure is requested for one of the Designated Roads, Operator shall submit a detour plan and receive approval from Authority prior to such roadway or bridge being closed.
11. Operator shall furnish the Authority /Village with a written letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
12. In the event that Operator fails to comply with this RUMA or otherwise fails to repair any injury to the Designated Roads or return the Designated Roads to as close as reasonably practicable their pre-Project condition, the Authority /Village reserve the right to use any legal remedy, including but not limited to that provided by R.C. 305.12, to recover the cost of repairing such injury or returning the Designated Roads to as close as reasonably practicable their pre-Project condition subject to the limitations in Section 7 above.
13. At the completion of the Project, and when Operator believes that it has successfully restored the Designated Roads to as close as reasonably practicable their pre-Project condition, Operator shall notify Authority /Village. Authority / Village shall then inspect the Designated Roads, and if satisfied that said Designated Roads have been restored to as close as reasonably practicable their pre-Project condition, shall issue written notice of such to the Operator. If Authority/ Village believes that additional restoration is required, it shall likewise notify Operator in writing, and shall allow Operator a reasonable time to make the necessary repairs.
14. In addition to the terms outlined in this RUMA, the Operator and Authority /Village shall also perform the specific duties outlined in Appendix A, attached hereto.
15. Consistent with Ohio Attorney General's Opinion No. 2012-029, any work performed to public roads under this RUMA shall constitute a public improvement and therefore Operator may be required to pay prevailing wages according to Ohio Revised Code Sections 4115.03 through 4115.16 to all contractors and subcontractors employed in the construction of this improvement; however, the Authority /Village shall be solely responsible for providing the prevailing wage coordinator.
16. Operator shall protect, save, indemnify, and hold the Authority/Village, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs

(collectively, "Claims") which may arise or be claimed out of the construction work performed within the limits of the above stated Route, or any violations of applicable laws or ordinances , except this indemnity provision shall not apply to the extent such Claims arise from or relate to the negligence or intentional misconduct of the Authority/Village or their officials, officers, employees, and/or agents.

17. Operator assumes all liability arising from the use of the Designated Roads for contractors and/or agents working on Operator's behalf.
18. This RUMA may be amended by written addendum with the express written consent of both Authority/Village and Operator.
19. Either the Operator or the Authority/Village may terminate this RUMA following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority/Village and the Operator shall inspect said Designated Roads. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Project shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this RUMA shall be terminated and of no further force or effect.
20. This RUMA shall be binding upon Operator and Authority/Village, and their respective successors and assigns.
21. In any event that any clause, provision or remedy in this RUMA 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.
22. This RUMA shall be governed by the laws of the State of Ohio.
23. This RUMA has been reviewed by both Operator and Authority/Village, and as it has been voluntarily entered into, shall not be construed in favor of either party.
24. Once this RUMA is executed by the Operator and Authority/Village, the effective date shall be deemed to be December 1, 2024.
25. This RUMA may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon one and the same counterpart, and all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this RUMA by facsimile or electronic mail shall be as effective as personal delivery of an originally signed counterpart to this RUMA.
26. EACH OF THE PARTIES KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR OTHER LITIGATION BASED ON THIS RUMA OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS RUMA, THE TRANSACTIONS CONTEMPLATED HEREIN, THE RELATIONSHIP OF THE PARTIES, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY

COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS RUMA.

27. Notwithstanding any provision in this RUMA to the contrary, in no event shall the Parties be liable (including, without limitation under any indemnity hereunder) for any special, punitive, indirect, incidental or consequential damages (including, without limitation, any claims for lost profits and/or lost business opportunity) in connection with this RUMA, and all such damages are hereby waived.

IN WITNESS WHEREOF, the parties have approved and executed this RUMA.

CITY OF WARREN, OHIO
By: [Signature] Date: 12-13-24
William D. Franklin, Mayor

By: [Signature] Date: 12-13-2024
Eddie L. Colbert, Public Safety and Service

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount(s) required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.

By: _____ Date: _____
Vincent S Flask, City Auditor

VILLAGE OF LORDSTOWN, OHIO
By: _____ Date: _____
Jackie Woodward, Mayor

And: _____
William L. Blank, Clerk
Date: _____

APPROVED AS TO FORM:

VILLAGE OF LORDSTOWN SOLICITOR

WARREN CITY LAW DIRECTOR

Appendix A

Operator shall:

1. Provide for videotaping of the Route prior to the Project
2. Maintain the Route during Upgrade Activities for those damages caused by said Project.
3. Reimburse the Authority/Village for minor maintenance of the Route during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by the Project.
4. While undertaking the Project, repair road damage that interferes with safe use of the road by the travelling public within 30 days of the Authority/Village request to do so. If Operator fails to comply with such request, and the Authority/Village makes the prescribed repairs, the Operator shall increase the security amount set forth in Paragraph 7 of this Agreement by an amount equal to the Authority/Village direct costs of making the prescribed repairs.

Village / Authority shall:

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

EXHIBIT

A

Village of Lordstown RUMA Agreement - Exhibit A

City of Warren Water Department

Project Location: Village of Lordstown, OH

Prepared by: NUMA

Feet

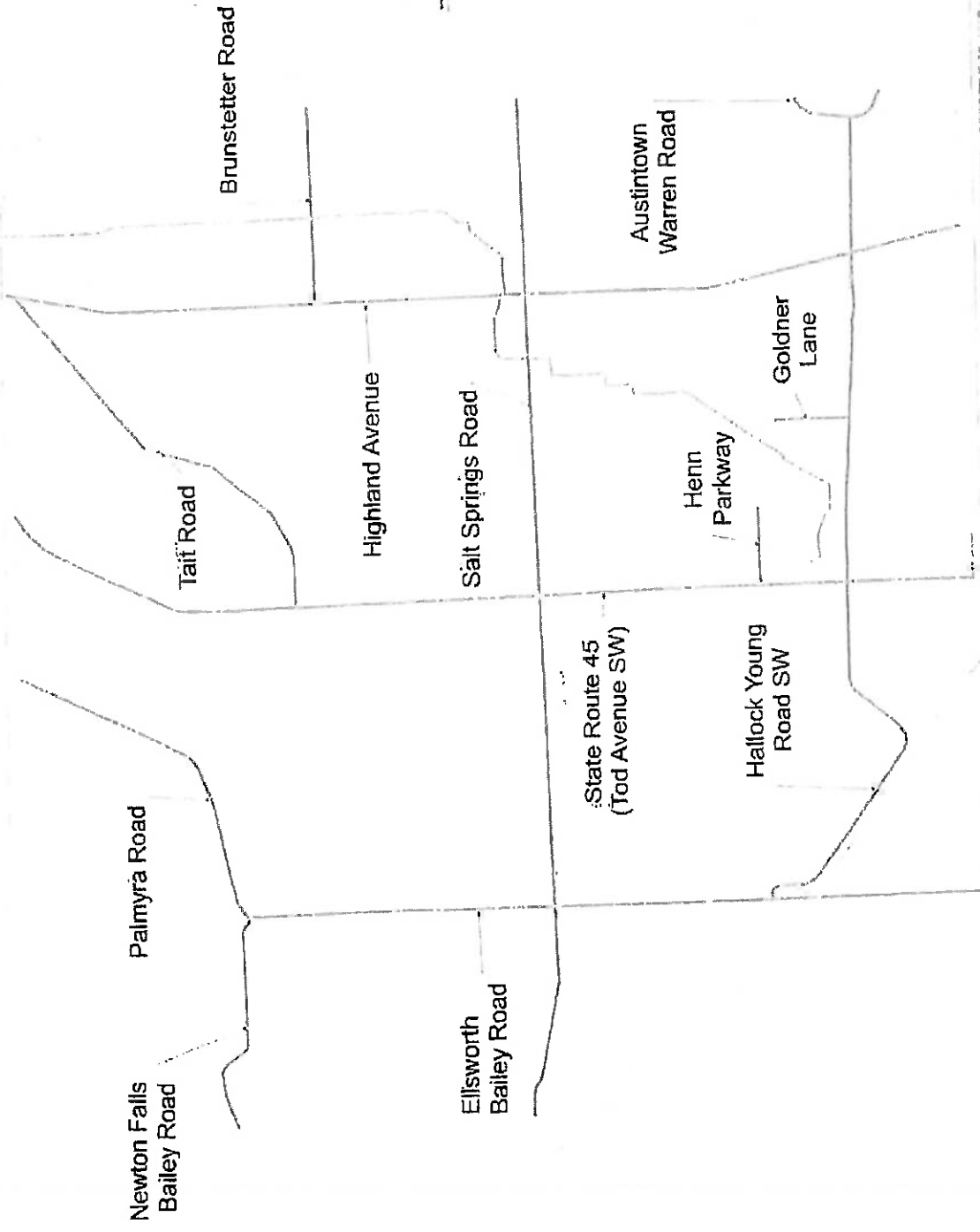
0 2,600 5,200 7,800



Legend

— Haul Route

— Water Main Alignment



Disclaimer: The information herein is provided for informational purposes only. It is not intended to be used as a basis for any design or construction. The information and data are for reference only and are not to be used for any other purpose. The information and data are not to be used for any other purpose. The information and data are not to be used for any other purpose. The information and data are not to be used for any other purpose.

[Note: Location for facilities are conceptual and do not indicate final locations for the proposed infrastructure. Final siting and routing analyses are ongoing as part of the engineering design process.]

REQUESTED BY:
STEINBECK

LAW DEPARTMENT
DRAFT NO. 0572

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND SAFETY TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF LORDSTOWN FOR THE PURPOSE OF UTILIZING CERTAIN ROADS AND BRIDGES FOR THE PURPOSE OF CONSTRUCTING THE FINISHED WATER TRANSMISSION MAIN PROJECT FOR THE BENEFIT OF CLEAN ENERGY FUTURE - TRUMBULL, LLC AND DECLARING AN EMERGENCY.

ORDINANCE NO. 13397/2024

WHEREAS, the City of Warren, Ohio, is under agreement with the Village of Lordstown, Ohio, to supply, sell, and deliver to the Village of Lordstown, Ohio, quantities of potable water for the benefit of Clean Energy Future - Trumbull, LLC, as authorized by Ordinance Number 12889/19, which this Council passed on September 25, 2019; and

WHEREAS, one phase of the project to ensure the supply, sale, and delivery of said water to the Village of Lordstown, Ohio, involves the construction of the Finished Water Transmission Main; and

WHEREAS, the Village of Lordstown, Ohio, presently desires to enter into a Road Use Maintenance Agreement (RUMA) with the City of Warren, Ohio, which will cause the City of Warren, Ohio, to define the scope and duties of each party in the use, maintenance, and repair of said dedicated roads, as more fully described in Exhibit "A" and attached hereto; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the Mayor and the Director of Public Service and Safety be, and hereby are, authorized, for and on behalf of the City of Warren, Ohio, to enter into a RUMA with the Village of Lordstown, Ohio, a true and accurate copy of which is attached hereto as "EXHIBIT A" for the purpose of defining the scope and duties of each party in the use, maintenance, and repair of said dedicated roads for the Finished Water Transmission Main Project.

Section 2: That said agreement shall first be approved by the Law Director, and the City Auditor be, and hereby is, authorized to disburse said funds upon receipt of proper vouchers, signed by the proper persons, for the stated purpose and for no other purpose.

Section 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare, and safety. A further reason is so the Finished Water Transmission Main Project for Clean Energy Future - Trumbull, LLC may be completed at the earliest possible time and without undue delay. WHEREFORE, this Ordinance shall go into immediate effect.

Passed in Council this 11th day of December, 2024.

SIGNED: [Signature] ATTEST: Melissa Hughes
PRESIDENT OF COUNCIL Deputy CLERK of Council

FILED WITH THE MAYOR: 12/11/24

DATE APPROVED: 12/11/24

[Signature]
MAYOR, CITY OF WARREN, OHIO

EXHIBIT "A" TO DRAFT NO. 0572

ROAD USE MAINTENANCE AGREEMENT ("RUMA")
BETWEEN
VILLAGE OF LORDSTOWN ("VILLAGE/AUTHORITY")
AND
CITY OF WARREN, OH ("OPERATOR")

WHEREAS Operator intends to utilize certain roadways and bridges identified on Exhibit A attached hereto and incorporate herein (the "Designated Roads") under the control, either directly or indirectly, of the Authority / Village for the purpose of constructing the Finished Water Transmission Main Project (the "Project"), and

WHEREAS Operator, Authority / Village believe that the volume of Operator's motor vehicle traffic could cause damage to said roadways and/or bridges, and

WHEREAS, pursuant to R.C. 5543.01, et seq., Authority/Village has general charge over "construction, reconstruction, improvement, maintenance, and repair of all bridges and highways" within the Village, and

WHEREAS, Operator and Authority/Village, with general oversight from the Trumbull County Engineer, desire to avoid future legal action by entering into this RUMA to clearly define the scope of duties of each party in the use, maintenance and repair of said Designated Roads, and

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Operator and Authority/Village agree as follows:

1. For purposes of the Project described above, the Designated Route is described below and depicted on Exhibit A:
 - Highland Avenue (4.79 miles) from the intersection with Burnett Road East to the intersection with County Line Road.
 - Hallock Young Road Southwest (4.26 miles) from the intersection with Ellsworth-Bailey Road to the intersection with Austintown Warren Road.
 - State Route 45 (Tod Avenue Southwest) (4.91 miles) from the intersection with Hewitt-Gifford Road Southwest to the southern boundary of the Village of Lordstown.
 - Salt Springs Road (4.99 miles) from the intersection with Palmyra Road to the eastern boundary of the Village of Lordstown.
 - Brunstetter Road (0.94 miles) from intersection with Highland Avenue east to Village of Lordstown boundary.
 - Goldner Lane (0.38 miles) from Hallock Young Road north to the eastward bend.
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 - Palmyra Road (1.75 miles) from the intersection with Newton Falls Bailey Road/Ellsworth Bailey Road to the intersection with Hewitt Gifford Road Southwest.

- Austintown Warren Road (0.52 miles) abutted to the north and south by the Village of Lordstown boundary.

Operator shall not utilize any roadways or bridges other than the above-described Designated Roads for any hauling of equipment or material for the Project. Should Operator desire to use any roadways or bridges other than the Designated Roads for its hauling of equipment or material for the Project, it shall first obtain a written addendum to this RUMA describing the other roadways and/or bridges to be used for the Project. Upon execution of any such addendum, the described roadways and/or bridges shall become the new Designated Roads.

2. Operator shall comply with all applicable federal, state, and local laws and regulations while engaged in its Project and with regard to any duties under this RUMA. The Trumbull County Engineer shall be available as a resource for the Operator and Village / Authority and provide general oversight as it relates to this RUMA.
3. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or its contractors, shall comply with all applicable legal size, load and weight limits in accordance with state law, and all non-conforming vehicles shall require the proper local permit, including going through the normal oversize and/or overweight load permit application process.
4. Prior to the use of the Designated Roads for the Project, and after completion of the Project, Operator shall take video and/or photographs of the Designated Roads to document the condition of the roadways and bridges along the Designated Roads. Such video and/or photographs shall be provided to the Authority / Village to document the pre-Project condition of the Designated Roads.
5. During and after the Project, Operator shall maintain and restore the Designated Roads to as close as reasonably practicable their pre-Project condition. Operator shall provide for this maintenance and restoration at its sole expense. The maintenance and restoration shall include, but is not limited to, the as follows:
 - a. Trenches within the road and shoulder areas shall have proper shoring utilized and will be properly back-filled and tamped.
 - b. All road crossings with the exception of Salt Springs Road and Brunstetter Road shall be made using a trenchless method unless otherwise mutually agreed otherwise by written addendum.
 - c. Surplus dirt and other materials shall be removed from the site.
 - d. All dirt and/or debris tracked or spilled on the Route shall be immediately removed and shall not at any time be stored within the right of way for the Designated Roads.
6. Operator may also provide for the strengthening, repair, maintenance, and upgrading of the Designated Roads if mutually agreed with the Authority /Village, as applicable. In this case, Operator shall provide a written report to Authority /Village, as applicable, detailing the present condition of the Designated Road along with its recommendations for strengthening, repair, maintenance, and upgrading of said Designated Road.

7. Unless excepted for any of the reasons provided below, prior to the Upgrade Activity on the Route, Operator shall provide one or more certificates of liability insurance in the amount of at least \$2,000,000.00 with the Village of Lordstown named as insured and, Operator shall also post a bond or letter of credit in a form satisfactory to the Authority/Village, or cash, to cover the costs of any damage caused by Project on the Designated Roads by Operator. The amount of the bond or letter of credit, or cash shall be Two Hundred Fifty Thousand & 00/100 DOLLARS (\$250,000.00). Any such bond or letter of credit, or cash must be provided to the Authority/Village within 30 days of the date of this RUMA.

The Authority /Village may draw upon the above-referenced bond or letter of credit only if and to the extent that Operator fails or refuses to promptly perform repairs, or to pay the cost of performing repairs, as set forth in this RUMA, and after all of the following draw conditions have been satisfied: (i) the Authority /Village certify that Operator failed or refused to perform required repairs or to pay the cost of performing repairs required under this RUMA in a reasonable period of time; (ii) the Authority /Village certify that that the Authority / Village performed such repairs (or caused such repair work to be performed); (iii) the Authority / Village certify that the Authority /Village incurred expenses for the performance of such repair work; and (iv) the Authority / Village actually submitted details of such expenses to Operator without payment rendered. Any funds drawn upon by the Authority / Village under the bond or letter of credit to cover such expenses shall be subject to all defenses available to the surety under law.

If the Authority / Village draws upon the bond or letter of credit, the Authority / Village shall provide a full accounting of the amount of the draw(s) and the cost of repairs to Operator.

However, no such bond or surety, or cash shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Designated Roads provided by the Operator and mutually accepted by the Authority/Village and Operator exhibits that the Designated Roads' condition is sufficient for the expected traffic necessary for the development of the development site.
- b. The Operator provides a geotechnical analysis of the Designated Roads, mutually accepted by the Authority/Village and Operator, and based on that analysis, an Operator and Authority/Village-approved maintenance plan for the Designated Roads or an Operator and Authority/Village-approved preventative repair plan of the Route is attached to the RUMA as an addendum.
- c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority/Village and Operator, in favor of the Authority/Village for road usage by the Operator within the Authority/Village's oversight.

If cash is used as security as set forth above in this Paragraph No. 7, any unused balance will be returned to Operator within 60 days of completion of Operator's Project.

8. Traffic shall be maintained and protected with adequate barricades and lights to warrant safe travel. Traffic control shall be provided by Operator in the event that one or more lanes on the Designated Roads are blocked for any period of time.
9. If Authority/Village, as applicable, determines that any additional traffic signage is needed, or desired, on the Designated Roads as a result of this RUMA and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. All such signage shall be in compliance with "The Ohio Manual of Uniform Traffic Control Devices". In the event that any other safety concerns should arise during the course of this RUMA, Operator, Authority/Village shall mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. If a roadway or bridge closure is requested for one of the Designated Roads, Operator shall submit a detour plan and receive approval from Authority prior to such roadway or bridge being closed.
11. Operator shall furnish the Authority/Village with a written letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
12. In the event that Operator fails to comply with this RUMA or otherwise fails to repair any injury to the Designated Roads or return the Designated Roads to as close as reasonably practicable their pre-Project condition, the Authority/Village reserve the right to use any legal remedy, including but not limited to that provided by R.C. 305.12, to recover the cost of repairing such injury or returning the Designated Roads to as close as reasonably practicable their pre-Project condition subject to the limitations in Section 7 above.
13. At the completion of the Project, and when Operator believes that it has successfully restored the Designated Roads to as close as reasonably practicable their pre-Project condition, Operator shall notify Authority/Village. Authority/Village shall then inspect the Designated Roads, and if satisfied that said Designated Roads have been restored to as close as reasonably practicable their pre-Project condition, shall issue written notice of such to the Operator. If Authority/Village believes that additional restoration is required, it shall likewise notify Operator in writing, and shall allow Operator a reasonable time to make the necessary repairs.
14. In addition to the terms outlined in this RUMA, the Operator and Authority/Village shall also perform the specific duties outlined in Appendix A, attached hereto.
15. Consistent with Ohio Attorney General's Opinion No. 2012-029, any work performed to public roads under this RUMA shall constitute a public improvement and therefore Operator may be required to pay prevailing wages according to Ohio Revised Code Sections 4115.03 through 4115.16 to all contractors and subcontractors employed in the construction of this improvement; however, the Authority/Village shall be solely responsible for providing the prevailing wage coordinator.
16. Operator shall protect, save, indemnify, and hold the Authority/Village, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs

(collectively, "Claims") which may arise or be claimed out of the construction work performed within the limits of the above stated Route, or any violations of applicable laws or ordinances, except this indemnity provision shall not apply to the extent such Claims arise from or relate to the negligence or intentional misconduct of the Authority/Village or their officials, officers, employees, and/or agents.

17. Operator assumes all liability arising from the use of the Designated Roads for contractors and/or agents working on Operator's behalf.
18. This RUMA may be amended by written addendum with the express written consent of both Authority/Village and Operator.
19. Either the Operator or the Authority/Village may terminate this RUMA following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority/Village and the Operator shall inspect said Designated Roads. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Project shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this RUMA shall be terminated and of no further force or effect.
20. This RUMA shall be binding upon Operator and Authority/Village, and their respective successors and assigns.
21. In any event that any clause, provision or remedy in this RUMA 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.
22. This RUMA shall be governed by the laws of the State of Ohio.
23. This RUMA has been reviewed by both Operator and Authority/Village, and as it has been voluntarily entered into, shall not be construed in favor of either party.
24. Once this RUMA is executed by the Operator and Authority/Village, the effective date shall be deemed to be December 1, 2024.
25. This RUMA may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon one and the same counterpart, and all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this RUMA by facsimile or electronic mail shall be as effective as personal delivery of an originally signed counterpart to this RUMA.
26. EACH OF THE PARTIES KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR OTHER LITIGATION BASED ON THIS RUMA OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS RUMA, THE TRANSACTIONS CONTEMPLATED HEREBIN, THE RELATIONSHIP OF THE PARTIES, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY

COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS RUMA.

27. Notwithstanding any provision in this RUMA to the contrary, in no event shall the Parties be liable (including, without limitation under any indemnity hereunder) for any special, punitive, indirect, incidental or consequential damages (including, without limitation, any claims for lost profits and/or lost business opportunity) in connection with this RUMA, and all such damages are hereby waived.

IN WITNESS WHEREOF, the parties have approved and executed this RUMA.

CITY OF WARREN, OHIO

By: _____ Date: _____

Its: _____

VILLAGE OF LORDSTOWN, OHIO

By: _____
Jackie Woodward, Mayor

Date: _____

And: _____
William L. Blank, Clerk

Date: _____

APPROVED AS TO FORM:

VILLAGE OF LORDSTOWN SOLICITOR

WARREN CITY LAW DIRECTOR

Appendix A

Operator shall:

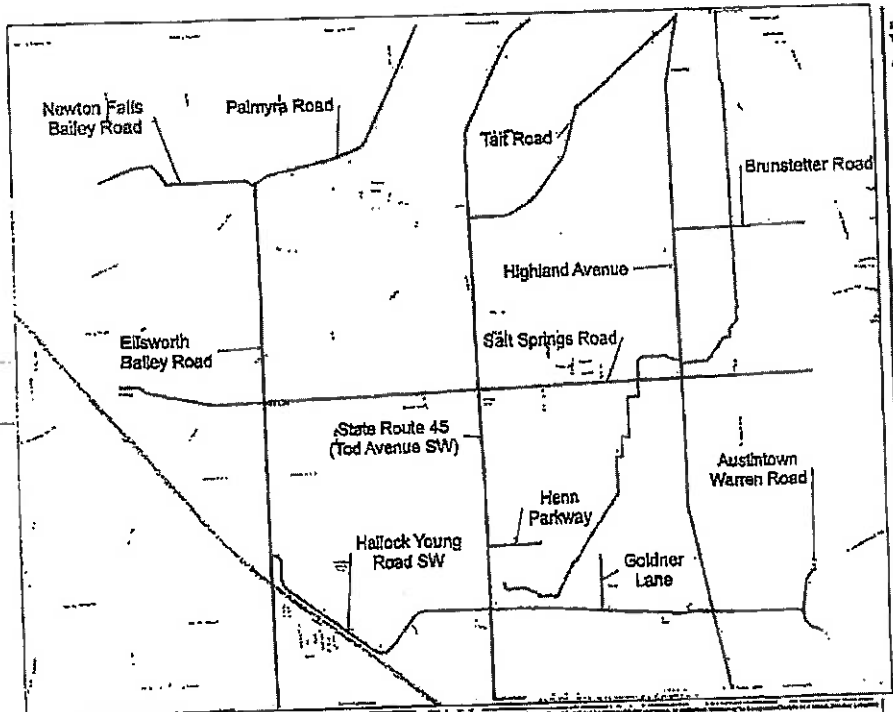
1. Provide for videotaping of the Route prior to the Project
2. Maintain the Route during Upgrade Activities for those damages caused by said Project.
3. Reimburse the Authority/Village for minor maintenance of the Route during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by the Project.
4. While undertaking the Project, repair road damage that interferes with safe use of the road by the travelling public within 30 days of the Authority/Village request to do so. If Operator fails to comply with such request, and the Authority/Village makes the prescribed repairs, the Operator shall increase the security amount set forth in Paragraph 7 of this Agreement by an amount equal to the Authority/Village direct costs of making the prescribed repairs.

Village / Authority shall:

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

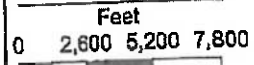
EXHIBIT

A



Village of Lordstown RUMA Agreement - Exhibit A

City of Warren Water Department
 Village of Lordstown, OH



Legend

- Haul Route
- - - Water Main Alignment

Notwithstanding to whom the same may be applied, the City of Warren Water Department and the Village of Lordstown, Ohio, hereby agree to provide for the installation, maintenance, and repair of the water main and appurtenances shown on this map. The City of Warren Water Department and the Village of Lordstown, Ohio, shall be jointly and severally liable for the cost of such installation, maintenance, and repair. This agreement shall be in full force and effect from the date hereof until the date of the next RUMA Agreement between the City of Warren Water Department and the Village of Lordstown, Ohio.