

This agreement made and entered into on _____ by and between Forward Township, Butler County, Pennsylvania, by its duly appointed Roadmaster, with the Township Building being located at 207 Ash Stop Road, Evans City, PA 16033-7649, hereinafter referred to as "Township".

A
N
D

Company Name: _____ hereinafter referred to as "Company",

Company Phone: _____ Company Email: _____

Company Address: _____

Whereas, Company is desirous of using Township Road(s) under the supervision and control of Forward Township, for the purpose of heavy hauling operations by the Company, or by agents, subcontractors, workmen or employees over which he can and shall exercise control, and as a result of such use, trucks will traverse over said Township Road in excess of the weight limit of ten tons established by ordinance.

WHEREAS, the Township is willing to permit the movement of Company's trucks over the Permitted Road(s) of the Township irrespective of weight upon the following terms and conditions:

1. Company shall repair all roadway damage on or to said roads caused by its vehicles, which repair shall be made promptly after any such damage occurs to maintain said roads to a standard acceptable for the traveling public.

2. The parties hereto agree that to determine the condition of said roads at present, an on-site field inspection by representatives of Township and representatives of Company shall be made jointly, photographs taken, and a memorandum prepared describing the roadway damage existing at the time of such inspection, and the nature and extent of repairs needed to correct said roadway damage for which Company shall not be liable or responsible. Said memorandum and photographs, the cost of which shall be paid by Company, but Company shall not be required to make repairs to said road which would place said road in better condition than the condition thereof on the date of the inspection referred to as aforesaid.

3. Company shall have no obligation to repair damage to said road when damage is caused by reason of washout, landslide, or any other destruction beyond its control, or caused by an act of God, nor shall any part of this Agreement be construed as an obligation upon Company to maintain said road free from snow or ice.

4. Company shall always provide proper traffic protection when making repairs to said roads to assure proper protection to traveling public thereon in accordance with the requirements of the Pennsylvania Motor Vehicle Code.

5. In the event Township determines that Company is not reasonably maintaining said roads, Township shall notify Company in writing of its determination and Company will forthwith proceed to maintain and repair said roads. In the absence of Company making said repairs promptly after receipt of such notice, Township shall have the right to rescind and cancel this Agreement and the permission granted to Company herein to use such roads shall forthwith cease.

6. Company is desirous of using Township Road(s) _____, Township Road Number(s) T-_____ for _____ miles, to better secure the performance of Company's obligations hereunder, Company shall execute and deliver to Township a performance bond in the amount of \$_____. (Calculated at a rate of \$12,500.00 per mile of paved road and/or \$6,500.00 per mile unimproved road, see chart)

Paved Roads

	Road Name	Distance	\$12,500/per mile	About Bonded
Road #1			\$12,500	
Road #2			\$12,500	
Road #3			\$12,500	
Road #4			\$12,500	

Unimproved/Dirt Roads

	Road Name	Distance	\$12,500/per mile	About Bonded
Road #1			\$6,500	
Road #2			\$6,500	
Road #3			\$6,500	

7. In the event Township and Company cannot agree as to whether or not any damage to said road was the result of Company's operations or use of said road, then such dispute shall be submitted to arbitration as follows: One arbitrator to be selected by each party hereto and the third arbitrator to be selected by the two previously selected arbitrators. The decision of two of the three arbitrators shall be binding and final.

AGREEMENT:

For and in consideration of the mutual promises hereinafter set forth, the parties, intending to be legally bound, agree for themselves and their successors and assigns as follows:

Inspections and Roadway Condition Surveys

The Company and the Municipality agree that periodic inspections shall be made to determine the condition of the portion(s) of the posted highway(s) and appurtenances. The inspections should be conducted jointly by the Municipality and the Company; however, the absence of the Company shall not prevent the inspection from being conducted. The Municipality shall prepare a document describing the condition of the posted highway(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the Company may be liable. Photographs and video may also be taken during each inspection. The documents and photographs and video (if taken), of the initial inspection, shall be incorporated by reference as though physically attached and made a part of this Agreement. The Company shall pay all costs associated with the inspections and roadway condition surveys.

a. Initial Inspection – Upon full execution of this Agreement and prior to any hauling activity, an initial inspection shall be made. The inspection is used to determine the existing state of repair of the posted highway(s) and appurtenances together with the nature and extent of any repairs needed

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to correct any existing damage for which the Company will not be liable. The initial inspection document and attachments will be signed by the municipality's representatives and the Company.

b. Interim Inspection – The Municipality may, at its discretion, conduct periodic interim or re-inspections to determine the extent of any repairs for which the Company may be liable and require immediate attention and to ensure the damages do not exceed the amount of surety provided by the Company.

c. Final Inspection – A final inspection of the posted highway(s) and appurtenances will be conducted to determine the extent of any repairs needed to correct damages for which the Company may be liable.

d. Highway Condition Survey – The Municipality may conduct frequent, but less detailed surveys of the roadway to determine overall condition and to identify any areas in need of repair. The survey will be performed when the type or volume of the hauling operation poses an increased risk of highway damage, threat to public safety, or at the municipality's discretion.

Security

To secure the performance of the Company's obligations, the Company shall execute and the deliver to the Municipality the following type(s) of security, pursuant to 67 Pa. Code, Chapter 189, Hauling in Excess of Posted Weight Limit.

- Irrevocable Letter of Credit
- Performance Bond
- Other security acceptable to the Municipality (specify type) _____.

Liability of Company

A. The Company shall be liable for all costs of excess maintenance and restoration caused by Company's hauling in excess of ten tons and all other expenses incurred pursuant to this Agreement, including but not limited to costs related to inspections, roadway condition surveys and administration costs.

B. The Company agrees to pay all invoices promptly.

C. The Company's liability shall not be limited to the total amount of security provided.

D. The Company shall be responsible for third-party vehicle and property claims that arise as a result of the Company's activities.

E. For maintenance and restoration costs, the Company agrees that the Municipality is under no obligation except to prove that the Company more than likely caused the damage.

F. Exemptions from Damage Liabilities: The Company shall not be responsible for damages caused by the following:

- Acts of God;
- Municipal snow and ice removal; and
- Damages caused by third parties or municipal work within the right-of-way.

Termination

The Company and the Municipality retain the right to terminate their future obligations under this Agreement at any time by submitting a written notice of intent to terminate. As soon as possible after receipt of such notice, the Municipality and the Company shall conduct a final inspection of the posted highway(s) and appurtenances at which time a plan shall be agreed upon for the restoration of posted highway.

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Upon notice of completion of all required work and reimbursement of all costs incurred by the Municipality, this Agreement shall be terminated and of no further force or effect and all security delivered to the Municipality by the Company shall be released.

Closing of Highways

This Agreement shall not prohibit the Municipality from closing a highway or bridge to any vehicle or combination more than a specific weight if such closing is authorized by law and is necessary for safety or is a temporary closing due to climatic conditions or an Act of God or war.

Severability

If any provisions of this Agreement are held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Administrative Fee

Company shall pay an annual administrative fee in an amount of \$250.00 , to cover the administrative cost of administering this Agreement and the bond or other means of security.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

If a Corporation, the President or Vice-President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must witness; if a Sole Partnership, only the owner must sign; if a Partnership, only one partner need sign; if a Limited Partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

Company

(Company) Signature

Print Name

Date

(Witness) Signature

Print Name

Date

Township

Roadmaster, Charles Behm Signature

Date

Township Secretary, Lindsey Everett

Date

(SEAL)