

MUDDY CREEK TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA

**OVER POSTED WEIGHT VEHICLE
ROAD BOND, MAINTENANCE, AND RESTORATION AGREEMENT**

WHEREAS, _____, is a company registered to do business in the Commonwealth of Pennsylvania, with its business office located at _____, _____ County, PA, _____, (“Company”);

WHEREAS, Company, itself, or through its agents or subcontractors, their workmen or employees, over which it can and shall exercise control, intends to operate vehicles with a gross weight exceeding the posted weight limits on portions of _____ Road and _____ Road;

WHEREAS, _____ Road and _____ Road are public roads under the supervision and control of Muddy Creek Township, Butler County, Pennsylvania;

WHEREAS, Muddy Creek Township is a second class township, with its business office located in Butler County, Pennsylvania;

WHEREAS, Company has applied to the Muddy Creek Township (“Township”) for an over posted weight vehicle permit to operate vehicles with a gross weight exceeding posted weight limits on portions of _____ Road and _____ Road; and

WHEREAS, Township has indicated that it intends to issue an over posted weight vehicle permit (“PERMIT”) to Company authorizing the movement of Company’s overweight vehicles over portions of _____ Road and _____ Road.

NOW THEREFORE, for and in consideration of the issuance of the over posted weight vehicle permit, Company, intending to be legally bound hereby, does hereby covenant, promise and agree as follows:

1. Company shall operate over posted weight vehicles, from _____, 20__ until _____, 20__, only on the below described Township road(s) or portion(s) thereof, (“ROADS”):

(a)

(b)

2. The material condition of the ROADS, associated rights-of-way and drainage facilities was videotaped and properly documented by both the Township and Company, prior to commencement of hauling operations, and said documentation is incorporated into this Agreement by reference and made a part hereof.

3. (a) Company shall continuously maintain, or cause to be maintained, at its sole expense, the ROADS and associated rights-of-way in such condition as to permit and allow unobstructed and safe public vehicular traffic thereon at all times. Company is required to continuously maintain the ROADS, rights-of-way, and drainage facilities in the same condition as if the Company’s vehicles had not traveled the ROADS, including, but not limited to, the timely removal of mud, dirt, gravel, and debris from the ROADS, associated rights-of-way and drainage facilities.

(b) Company shall construct access ways in such a manner as to prevent water, mud, gravel, dirt, or debris from flowing or being deposited onto the ROADS, associated rights-of-way, and drainage facilities.

(c) If at any time Company fails to properly and timely maintain the ROADS, associated rights-of-way or drainage facilities, to the extent Company damages the same, as determined solely by the Township, then, on notice by the Township, Township may suspend or revoke the PERMIT. Company agrees to immediately cease the operation of all over-posted-weight vehicles on the ROADS upon receipt of the Township’s suspension or revocation notice.

4. Company is expressly prohibited from using the ROADS and associated rights-of-way as a material, equipment, or vehicle loading, staging, or storage area.

5. (a) Upon completion of its overweight hauling operations, Company shall immediately submit a written notice of completion of operations to the Township. As soon as possible after completion of operations, Company shall schedule with the Township an inspection of the material condition of the ROADS, associated rights-of-way and/or drainage facilities, if required. The condition of the ROADS, rights-of-way and/or drainage facilities on the date of the inspection will be videotaped, if required, and properly documented by both the Township and Company, and said documentation is incorporated into this Agreement by reference and made a part hereof.

(b) In the event the material condition of the ROADS, associated rights-of-way and/or drainage facilities requires restoration, as determined solely by the Township, then the Township shall notify the Company in writing of the restoration work required. In the event the ROADS and associated rights-of-way are not properly and timely restored, to the sole satisfaction of the Township, then the Board of Supervisors shall cause the restoration work to be performed and completed and claim the reasonable expenses thereof against the surety bond.

(c) In the event the ROADS, associated rights-of-way and drainage facilities do not need to be restored or upon final approval by the Township of any and all restoration efforts, the Board of Supervisors shall release the surety bond, less any amounts properly chargeable against the bond under this Agreement.

6. (a) Company shall indemnify, protect, save harmless, and defend Township, its officers, employees, attorneys, and agents, from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property occurring as a result of Company's, its contractors, agents, servants, and employees, use of the ROADS, or as a result of loss, expense, injury, death, or damage, which would not have occurred but for Company's, its contractors, agents, servants, and employees, use of the ROADS, except to the extent that any such damage or injuries are caused by the gross negligence of Township, its officers, employees, attorneys or agents.

(b) Company intends to absolve and protect the Township, its officers, employees, attorneys, and agents against and from any and all loss by reason of the issuance of the PERMIT. As a result, the Company's obligations to indemnify, protect, save harmless, and defend Township, its officers, employees, attorneys, and agents shall survive termination of this Agreement.

7. Company shall pay an administrative fee of _____ to cover the cost of issuing the PERMIT and administering this Agreement.

8. (a) Company shall post a corporate surety bond, satisfactory to the Township, in the sum of _____ assuring and guaranteeing the maintenance and restoration of the ROADS, associated rights-of-way, and drainage facilities naming the "Township of Muddy Creek, Butler County, Pennsylvania," as Obligee. Further, Company shall maintain the surety bond until such time as the bond is released by the Board of Supervisors.

(b) Further, the existence or use of the surety bond shall not relieve Company of any responsibility to pay for damages found by the Township in excess of the face amount of the bond.

IN WITNESS WHEREOF, Company does hereunto set its hand and seal, intending thereby to be legally bound, this _____ day of _____, 20__.

COMPANY

By: _____
Name

Title

Mailing Address

Mailing Address

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF)

(Printed Name of Person(s) Signing Agreement)

who executed this Agreement, being sworn according to law, deposes and say(s) that he/she (they) is (are) the

(President, Vice President, Managing Partner, Sole Proprietor, Owner, Etc.)

of

(Name of Company)

a

(Corporation, Partnership, Proprietorship, Association, Etc.)

and that he/she (they) is (are) the person(s) who names(s) is/are subscribed to the foregoing instrument and that he/she (they) being authorized to do so, executed the instrument for the purposes therein contained and the facts therein contained are true and correct to the best of his/her (their) knowledge and belief.

Signature of Person Named Above

Signature of Person Named Above

Sworn and subscribed before to me
this ____ day of _____, 20 ____.

Notary Public Signature

My Comm. Exp.: _____