

ROAD BOND AGREEMENT

MADE AND ENTERED INTO this ____ day of ____, 20____, by and between the TOWNSHIP OF JACKSON, a Second Class Township, in the County of Cambria and State of Pennsylvania, hereinafter referred to as "Township",

AND

_____ (name & address),
_____ (phone), hereinafter referred to as "Permittee".

WHEREAS, Permittee is desirous of using TR _____ - _____ for _____ miles, for _____ miles of paved road and _____ miles of unpaved road (hereafter, "Permitted Roads"), such roadways being under the supervision and control of Jackson Township, for the purpose of heavy hauling operations (hereafter, "Heavy Hauling") by the Permittee, 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 Permittee's trucks over the hereinafter described road of the Township irrespective of weight upon the following terms and conditions:

NOW, THEREFORE, for and in consideration of the foregoing representations, which the permittee specifically acknowledges and adopts, and mutual promises hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree for themselves, their successors and assigns, as follows:

1. The Township will, on the effective date of this Agreement, allow Permittee and its employees, agents, contractors and subcontractors to utilize the above described Township road(s), for the purposes set forth above and for no other. Exhibit A is attached hereto for informational purposes only and includes an estimate of the typical truck volume associated with Operator's planned activity in the Township.

2. The Township and Permittee agree to inspect the Permitted Roads above prior to commencement of Heavy Hauling over the same by Permittee. The condition of said roads, as of said date, will be properly documented by both parties, and said documentation are incorporated into this Agreement by reference and made a part hereof, any defects not noted prior to commencement of hauling shall be deemed to indicate a "good condition" on the roadway.
3. Permittee, at the completion of the operations, shall immediately submit to the Township a written notice of said completion. As soon as possible, after receipt of such notice representatives of the Township and of Permittee shall make an inspection of the condition of the portion of the Permitted Roads covered by this Agreement. For road use ending in the winter before substantial spring thaw, the Township reserves the right to defer inspection and development of a list of necessary repairs until after the substantial spring thaw.
4. At the completion of use of the Permitted Roads or at such time during its use that the condition of the Permitted Roads deteriorate to a point to be dangerous or inconvenient to the traveling public, Permittee shall be liable to pay the entire cost of repairs necessary as a result of its Heavy Hauling to return said road(s) to the condition it was in prior to the initiation of use. The amount of repairs necessary and method of accomplishing the same shall be within the reasonable discretion of the Township.
5. Notwithstanding of any other provision of this Agreement, Permittee shall at all times utilize the roadway only in a manner which permits unobstructed and safe passage for other members of the traveling public. Should Permittee fail to commence operations to correct dangerous conditions to the Permitted Roads caused by its Heavy Hauling ("commence" shall include the marking of the road as to where repairs are necessary) as soon as reasonably practical after receiving written notice from the Township, the Township shall have the right to either correct such condition itself or alternatively to have the conditions corrected by a third party contractor and shall bill the reasonable costs of said work to Permittee, and said reasonable costs shall be paid forthwith. The Township acknowledges that during winter months, Permittee may only be able to make temporary repairs to the roadway in order to keep the road in a passable condition.
6. Upon receiving notice from the Township of damages to the Permitted Roads caused by its Heavy Hauling which render the Roads unsafe or substantially inconvenient for passage by ordinary traffic, Permittee must take immediate action to install temporary repairs to said Roads to make the Roads passable by ordinary traffic. For all other damages to the Permitted Roads caused by its Heavy Hauling, Permittee must commence operations to correct dangerous conditions to the Permitted Roads caused by its Heavy Hauling ("commence operations" shall include the marking the road as to

where repairs are necessary) on or before five (5) days after notice by the Township. Township acknowledges that weather conditions and/or the availability of road repair materials during winter months may prevent Permittee from making permanent repairs during such periods so long as Permittee pursues permanent repairs within a reasonable amount of time after such impediments are removed.

7. This Agreement shall become effective upon signing hereof, and shall continue for a period of six months, which said term shall automatically renew for additional six month terms as necessary, as long as Permittee complies with the terms hereof, or until otherwise terminated pursuant to Paragraph 9, or terminated in the sole discretion of the Township Supervisors due to a significant unrepaired damage to the Permitted Roads caused by Permittee's Heavy Hauling, without liability on the Township for any early cancellation. Supervisors shall provide written notice of such cancellation at which time termination and inspection procedures shall be institutes as set forth above.
8. Permittee shall pay a fee of \$50.00 to cover the administrative cost of administering this Agreement, and provide a bond (irrevocable letter of credit, or other surety sufficient to the Township) in the amount of \$_____ (calculated at a rate of \$12,500.00 per mile of paved road and \$6,000.00 per mile of unpaved road) which shall be held by the Township as a guarantee to pay for any necessary repairs. The existence or use of the bond shall not relieve Permittee of any responsibility to pay for damages found by the Township in excess of the bond. This Agreement and rights hereunder shall be contingent upon payment of said bond.
9. Permittee and the Township 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 reasonably possible after receipt of such notice, the Township's and Permittee's representatives shall inspect the Permitted Roads. Permittee shall be responsible for any damages caused by its Heavy Hauling on said roads. Any security or bond provided by Permittee to Township under this Agreement shall be released or returned within 30 days of the termination notice provided that Permittee has fulfilled its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

ATTEST:

Secretary

(Print Name)

BY: _____

(Print Name)

ATTEST:

Witness

JACKSON TOWNSHIP
CAMBRIA County, Pennsylvania

BY: _____

(Print Name)

PERMITEE

BY: _____

(Print Name)

APPENDIX A

Application for Road Bond, or other Narrative Description