

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

THIS AGREEMENT made this day _____ of _____, 20____, by and between:

OAKLAND TOWNSHIP, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, with its office located at 565 Chicora Road, Butler, Butler County, Pennsylvania, 16001, (TOWNSHIP”),

AND

_____, a company registered to do business in the Commonwealth of Pennsylvania, with its business office located at _____, _____, _____ County, Pennsylvania, _____, (“HAULER”)

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

WHEREAS, _____ Road, _____ Road, and _____ Road are public roads, with posted weight limits, under the supervision and control of the TOWNSHIP;

WHEREAS, HAULER has applied to the TOWNSHIP for an over posted weight vehicle permit to operate vehicles or combinations, together with loads, with a gross weight exceeding posted weight limits on portions of _____ Road, _____ Road, and _____ Road; and

WHEREAS, TOWNSHIP has indicated that it intends to issue an over posted weight vehicle permit (“PERMIT”) to HAULER authorizing the movement of overweight vehicles or combinations over portions of _____ Road, _____ Road, and _____ Road.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby for

themselves, and their agents, subcontractors, successors and assigns, and in consideration of the promises, covenants, and understandings set forth herein, agree as follows:

1. **FEES**. Prior to the issuance of the PERMIT, HAULER shall pay the Township an administrative fee of \$_____ and a road inspection fee of \$_____ to cover the cost of reviewing the PERMIT application, inspecting the ROADS, and administering this Agreement.

2. **BOND**. Prior to the issuance of the PERMIT, HAULER shall post a corporate surety bond, with a bonding company or lending institution authorized to conduct such business within the Commonwealth, in the sum of _____, (\$_____), assuring and guaranteeing the maintenance and restoration of the ROADS, associated rights-of-way, and drainage facilities and naming the "Township of Oakland" as Obligee. Further, HAULER shall maintain the surety bond until such time as the bond is released by the Board of Supervisors.

Further, the existence or use of the surety bond shall not relieve HAULER of any responsibility to pay for damages found by the TOWNSHIP in excess of the face amount of the bond.

3. **INSPECTIONS**. Prior to the issuance of the PERMIT, the material condition of the ROADS, associated rights-of-way and drainage facilities was videotaped and properly documented by both the TOWNSHIP and HAULER prior to commencement of hauling operations, and said documentation is incorporated into this Agreement by reference and made a part hereof.

4. **PERMIT**. After payment of all fees and posting of the required bond by HAULER, TOWNSHIP shall issue an over posted weight vehicle permit to HAULER authorizing the movement of its overweight vehicles or combinations on sections of _____ Road, _____ Road, and _____ Road as described in Paragraph 5, below.

5. **ROADS**. HAULER shall operate over posted weight vehicles, from _____, 20____ until _____, 20____, only on the below described road section(s), ("ROADS"):

(a)

(b)

(c)

6. **PROHIBITIONS**. HAULER is expressly prohibited from using the ROADS and associated rights-of-way, or any segment or portion thereof, as a material, equipment, and/or vehicle loading, staging, and/or storage area.

7. **MAINTENANCE**. HAULER 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. HAULER is required to continuously maintain the ROADS, rights-of-way, and drainage facilities in the same condition as if HAULER'S vehicles or combinations 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.

HAULER 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.

If at any time HAULER fails to properly and timely maintain the ROADS, associated rights-of-way, or drainage facilities, as determined solely by the TOWNSHIP, then, following notice by the TOWNSHIP, the Board of Supervisors may cause the maintenance work to be performed and completed and claim the reasonable expenses thereof against the HAULER and/or surety bond. In the alternative, the Board of Supervisors may suspend or revoke the PERMIT and HAULER shall immediately cease the operation of all over-posted-weight vehicles or combinations on the ROADS upon receipt of the TOWNSHIP'S suspension or revocation notice.

8. **RESTORATION**. Upon completion of its overweight hauling operations, HAULER will immediately submit a written notice of completion of operations to the TOWNSHIP. As soon as possible after completion of operations, HAULER will 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 HAULER, and said documentation is incorporated into this Agreement by reference and made a part hereof.

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, the TOWNSHIP shall notify HAULER 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 HAULER and/or surety bond.

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.

9. **TEMPORARY SUSPENSION OF PERMIT**. The Township reserves the right, to temporarily suspend the PERMIT when conditions, including but not limited to spring thaw or excessive summer heat, in the Roadmaster's sole discretion, and the excessive weight of the vehicles or combinations may cause substantial damage to the ROAD(S), or any segment or portion thereof, or when the Board of Supervisor's determines that conditions have rendered the ROAD(S), or any segment or portion thereof, unfit or unsafe for travel. Once the suspension has been lifted, the term of the PERMIT shall automatically be extended for the period of time of the suspension.

10. **INDEMNIFICATION**. HAULER 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 HAULER'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 HAULER'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 the TOWNSHIP or its agents.

HAULER 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 HAULER'S obligations to indemnify, protect, save harmless, and defend TOWNSHIP, its officers, employees, attorneys, and agents shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, intending thereby to be legally bound, this _____ day of _____, 20____.

HAULER

OAKLAND TOWNSHIP

By: _____

By: _____

Shaun Krill, Chairman

Print Name: _____

Board of Supervisors

Print Title: _____

WITNESS:

ATTEST:

Diana M. Foehringer, Secretary
(SEAL)

