



ROAD BOND AGREEMENT

MADE AND ENTERED INTO this _____ day of _____, 20____,
by and between the **TOWNSHIP OF POLK**, a Second Class Township, in the County
of Jefferson and State of Pennsylvania, hereinafter referred to as “Township”,

AND

_____ of _____
(name) (address)

_____ hereinafter referred to as “Permittee”.
(telephone)

WHEREAS, Permittee is desirous of using _____ Road(s)
which consists of _____ and _____ tenths miles of unpaved road, and _____ and _____
tenths miles of paved road, such roadway(s) being under the supervision and control of Polk
Township, for the purpose of _____ by the Permittee, or by agents,
subcontractors, workmen or employees over which Permittee 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
established by ordinance; and

WHEREAS, the Township is willing to permit the movement of Permittee’s trucks over
the hereinafter described road(s) of the Township irrespective of weight upon the terms and
conditions set forth hereinafter.

NOW THEREFORE, for and in consideration of the foregoing representations, which
the Permittee specifically acknowledges and adopts, and the 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 to utilize the above described Township road(s), for the purposes set forth above and for no other, for a period of _____ days from the date shown at the top of this agreement.

2. The Township and Permittee agree to inspect the road(s) set forth in paragraph 1 above prior to commencement of hauling over the same by Permittee. The condition of said road(s), as of said date, will be properly documented by both parties, and said documentation is hereby incorporated into this Agreement by reference and made a part hereof.

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 road(s) covered by this Agreement.

4. At the completion of use of the road(s) or at such time during its use that the condition of the road deteriorates to a point to be dangerous or inconvenient to the traveling public, Permittee shall be liable to pay the entire cost of repairs necessary to return the road 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 Polk Township.

5. Regardless 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. Permittee hereby covenants to make immediate repair of any conditions of the roadway it causes during use under this permit, which would restrict use of the road by the traveling public, or cause or contribute to a safety condition, including visible dust emissions. Accordingly, Permittee agrees to restrict vehicle speed in its operations to no more than 15 mph and to water road surfaces as needed to minimize visible dust emissions. Permittee further

agrees to prohibit the use of “Jake Braking” within the Township limits for vehicles under it’s control.

6. Permittee shall and does hereby indemnify and save harmless the Township, and all its officers, agents, and employees, from all suits, actions or claims of any character, name or description brought forth or on account of any injuries received or sustained by any person, persons or property during the performance of Permitte’s work and prior to the road(s) being repaired.

7. This Agreement shall become effective upon signing hereof, and shall continue for a period of _____ days, as long as Permittee complies with the terms hereof, or until otherwise terminated in the sole discretion of the Township Supervisors due to Permittee’s non-compliance with any provision of this Agreement, without liability on the Township for any early cancellation. The Supervisors shall provide written notice of such cancellation at which time termination and inspection procedures shall be instituted as set forth above. Permittee’s obligations hereunder shall continue until such time as the conditions caused by their use are restored to original conditions.

The Township reserves the right, through its duly appointed Roadmaster, to suspend this permit during such times, including but not limited to spring thaw, when in the Roadmaster’s sole discretion, the condition of the road(s) may not support the weight of the loads without causing substantial damage. Following re-activation, the term of this permit shall be automatically extended for the period of time of the suspension.

8. Permittee shall pay an administrative fee of \$200.00 to cover the cost of administering this agreement and shall provide a bond (irrevocable letter of credit, or other surety sufficient to the Township) in the amount of _____ Dollars, calculated at a rate of \$6,000.00 per mile of unpaved road, and \$12,500.00 per mile of paved road, which shall be held by the Township as a guarantee to pay for any necessary repairs, and/or in addition to such other bond or surety as may be required by the Township and set

forth in an Excess Maintenance Agreement, should the same be required by the Township as part of the permitting requirements for the project of Permittee. In the event that an Excess Maintenance Agreement is required, Permittee acknowledges and agrees that it shall abide by all terms of the said Agreement together with all terms of the Agreement set forth herein. Moreover, 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 by Permittee.

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.

TOWNSHIP OF POLK:

ATTEST: _____
Secretary

By: _____

PERMITTEE:

WITNESS: _____

By: _____
Title of Authorized Representative