

North Sewickley Township
893 Mercer Road
Beaver Falls, PA 15010
Phone: 724-843-5826
Fax: 724-843-9108

ROAD BOND APPLICATION TO HAUL OVER NORTH SEWICKLEY TOWNSHIP

Application Fee: \$50.00 made payable to North Sewickley Township when application is submitted
(Includes 1st inspection fee)

Name of Road: _____ Road No. (if known): _____

Nearest Intersection: _____

Name of Individual or Company Requesting Bond: _____

Address: _____

Phone: _____ Contact Name: _____

Date(s) of Proposed Hauling: From: _____ To: _____

Equipment Type to be Used: _____ Weight: _____

Amount of Bond: _____ (\$12,500.00 per mile)

Method of Posting: Bond / Cashier's Check / Certified Check / Irrevocable Letter of Credit

Reason for Request: _____

Name and Contact Information of Driver(s): _____

License Plate Number(s) of Any Vehicles: _____

I hereby agree to abide by the Rules and Regulations of the Township of North Sewickley and all other applicable Ordinances and Regulations of the Municipality and the Laws of the Commonwealth of Pennsylvania. I also understand that the traveled roads pertinent to this application/permit will be inspected at the discretion of the Roadmaster and upon completion of the referenced job. Inspection fees will be billed to the applicant accordingly at a rate of \$25/inspection. Bonds will not be released until all of the bills have been paid in full. I hereby state the above information is true and correct to the best of my knowledge.

Applicant Signature & Date

ROAD BOND AGREEMENT

MADE AND ENTERED INTO this ____ day of _____ 20__, by and between North Sewickley Township, a Second Class Township, in the County of Beaver and Commonwealth of Pennsylvania, hereinafter referred to as "Township",

A N D

_____(NAME), _____(ADDRESS),
_____(PHONE), hereinafter referred to as "Permittee".

WHEREAS, Permittee is desirous of using _____ Road which consists of _____ and _____ tenths miles of paved road and _____ and _____ tenths miles of unpaved road, such roadways being under the supervision and control of North Sewickley Township, for the purpose of _____ 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; and

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; and

WHEREAS, Permittee has made application to haul over Township roads, which application is attached hereto as Attachment "A" and incorporated herein.

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 to utilize the above described Township road(s), for the purposes set forth

above and for no other, for a period of ninety (90) days from the date shown at the top of this Agreement.

2. The Township and Permittee agree to inspect the road set forth in paragraph 1 above prior to commencement of hauling over the same by Permittee. The condition of said road, 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.

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 covered by this Agreement.

4. At the completion of the use of the road 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 the 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 on 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 hazard, including the removal of mud and dirt from the roadway.

Permittee shall not use the road or right of way for a log landing or loading area.

Permittee agrees that hauling shall be permitted only during daylight hours.

6. Permittee agrees to maintain existing drainage and to construct any access roads in such a manner as to preserve water from flowing onto Township roads.

7. 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 Permittee's work and prior to the road being repaired.

8. This Agreement shall become effective upon signing hereof, and shall continue for a period of ninety (90) days, as long as Permittee complies with the terms hereof, or until otherwise terminated in the sole discretion of the Township Supervisors due to a significant unrepaired damage to the roadway in question, without liability on the Township for any early cancellation. The Township 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 Roadmasters, to suspend this permit during such times, including but not limited to spring thaw or other periods of inclement weather, when in the Roadmaster's sole discretion, the condition of the road 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.

9. Permittee shall pay an administrative fee of \$50.00 to cover the cost of administering this Agreement and provide a bond (irrevocable letter of credit, certified or cashier's check, or other surety sufficient to the Township, in the amount of \$_____ (_____ Thousand _____ Hundred Dollars), (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. If during the term of this Agreement the Township expends funds to effect repairs to the roadway, the bond or other surety shall be increased in the amount of such funds expended. 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.

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

(Seal)

WITNESS:

NORTH SEWICKLEY TOWNSHIP

By _____
Roadmaster

PERMITTEE

Name: _____

By _____ (SEAL)
Authorized Representative

North Sewickley Township
893 Mercer Road
Beaver Falls, Pa 15010

PERMIT APPLICATION

Application Type: 1. Street Opening & Excavation 2. Curb Cut & Driveway Construction
(Check All That Apply) 3. Sidewalk Construction & Repair 4. Unimproved Areas in Public RW

DATE: _____

Applicant Name: _____

Applicant Address: _____

Phone/Fax #/E-Mail Address: _____ / _____ / _____

Person or Contractor Performing the Work (if Different than Applicant)

Contact Name: _____

Phone/Fax #/E-Mail Address: _____

Description of Work: Include specific details for the requested work including; dimensions, disturbed area, street map & nearest street address. (Attach additional sheets as needed to describe the proposed work)

Emergency Work: Yes No

Plans & Attachments: Yes No

Location of Work: (Check all that apply)

- Center of Road (Restoration shall be full width of roadway pavement)
- Driving Lane (Restoration shall be full width of driving lane pavement)
- Curb and/or Edge of Road (Restoration shall be full width of driving lane pavement)
- Sidewalk (Restoration shall be portion of sidewalk removed)
- Driveway (Restoration shall be portion of driveway disturbed)
- Public Right-of-Way (Restoration shall be to replace in-kind)

Notes:

1. Restoration of Pavement length shall be five feet beyond extent of excavated area to include keyways and joint sealing.
2. Restoration of all excavated, removed or disturbed areas shall be per Municipal Specifications.
3. Final Inspection and acceptance of the Restoration shall be at the discretion of the Municipal Engineer.

Composition of Surfaces in Excavation Areas -

- 1. Concrete 2. Asphalt 3. Brick
- 4. Lawn 5. Other _____

Start Date: _____ Completion Date: _____

PAOne Call Serial Number: _____

Certificate of Insurance-Worker's Compensation and Liability Coverage Required (Furnish Proof of Insurance)

North Sewickley Township
 893 Mercer Road
 Beaver Falls, Pa 15010

FEE CALCULATION

Application Fee:

1. Street Opening & Excavation - \$1 per sq. ft. of Opening _____ S.F. = \$ _____
 Residential Fee \$ 100.00 Minimum
 Non-Residential Fee \$ 500.00 Minimum

2. Curb Cut & Driveway Construction - \$1 per lin. ft. Curb _____ L.F. = \$ _____
 \$1 sq. ft. Driveway _____ S.F. = \$ _____
 Residential Fee \$ 75.00 Minimum
 Non-Residential Fee \$ 375.00 Minimum

3. Sidewalk Construction & Repair - \$1 per sq. ft. of Sidewalk _____ S.F. = \$ _____
 Residential Fee \$ 50.00 Minimum
 Non-Residential Fee \$ 200.00 Minimum

4. Public Right-of-Way Disturbances - Flat Fee = \$ _____
 Residential Fee \$ 50.00
 Non-Residential Fee \$ 200.00

TOTAL Application Fee = \$ _____

Note: The Municipality, at its discretion, may require the above activities be reviewed and/or inspected by the by the Municipal Engineer or other consultants. The Applicant is responsible for all costs associated with these reviews and/or inspections. Refer to the general schedule of fees, costs, charges and expenses.

Restoration Guarantee as Certified Check or Cashier's Check

CALCULATION:

1. _____ Sq. Ft. of Pavement Replacement @ \$20/S.F. = \$ _____
2. _____ Sq. Ft. of Driveway Replacement @ \$15/S.F. = \$ _____
3. _____ Sq. Ft. of Sidewalk Replacement @ \$10/S.F. = \$ _____
4. _____ Sq. Ft. of Lawn Replacement @ \$5/S.F. = \$ _____

TOTAL Restoration Guarantee = \$ _____

I, (Applicant/Authorized Representative) hereby agree to save the Municipality, its Officers, Engineer, Police and Agents harmless from any & all costs, damages and liabilities which may accrue or be claimed to accrue by reason of such work performed under this Permit.

BY: _____ (Print Name) _____ (Signature)

OFFICIAL USE ONLY

APPLICATION NO.: _____		Date: _____
ISSUED BY: _____		
Fee Paid: \$ _____	Check No. _____	Other: _____
Restoration Guarantee: \$ _____	Check No. _____	Other: _____

Revised September 1992.
 Destroy previous editions.

SCHEDULE OF FEES FOR HIGHWAY OCCUPANCY PERMITS



PERMIT ISSUANCE FEES

These fees are applied to the administrative costs incurred in reviewing the application and plan(s) and issuing and processing the permit, including the preliminary review of the site location identified in the application, whether or not a permit is issued and processed.

Schedule Item No.	Unit Fee
1) Application Fee	
a) Utility	\$50.00
b) Driveways	
(i) minimum use (e.g., single-family dwellings, apartments with five or fewer units)	15.00
(ii) low volume (e.g., office buildings, car washes)	30.00
(iii) medium volume (e.g., motels, fast food restaurants, service stations, small shopping plazas)	40.00
(iv) high volume (e.g., large shopping centers, multi-building apartment or office complexes)	50.00
c) Other (e.g., bank removal, sidewalk and curb)	20.00
2) Supplement Fee (each six-month time extension) (each submitted change)	10.00
3) Emergency Permit Card (each card)	5.00
4) Exemption (see below for list of exemptions)	

GENERAL PERMIT INSPECTION FEES

These fees are applied to the costs incurred in the preliminary review of the location covered by the permit, and/or spot inspection of the permitted work, and/or subsequent inspection after the permitted work has been completed to ensure compliance with PennDOT specifications and permit provisions.

5) Driveways	
a) Each minimum use driveway	10.00
b) Each low-volume driveway	20.00
c) Each medium-volume driveway	35.00
d) Each high-volume driveway	50.00
6) Surface Openings (These fees are calculated on the total linear feet of the opening being permitted within different areas of the right-of-way)	
a) Total linear feet of opening each (100 foot increment or fraction thereof):	
(i) Opening in pavement	40.00
(ii) Opening in shoulder	20.00
(iii) Opening outside pavement and shoulder	10.00
b) If a longitudinal opening simultaneously occupies two or more highway areas identified in subparagraph (a), only the higher fee will be charged. Linear distances shall be measured to the nearest foot.	
7) Surface Openings of Less Than 36 Square Feet (e.g., service connections performed independently of underground facility installation, pipe line repairs) (each opening)	
(i) Opening in pavement	30.00
(ii) Opening in shoulder	15.00
(iii) Opening outside pavement and shoulder	10.00
If an opening simultaneously occupies two or more highway areas identified in subparagraphs (i)-(iii), only the higher fee will be charged.	
8) Above-Ground Facilities (e.g., poles, guys and/or anchors if installed independently of poles)	
a) Up to 10 physically connected above-ground facilities (each continuous group)	20.00
b) Additional above-ground physically connected facilities (each pole with appurtenances)	2.00
9) Crossings (e.g., "overhead" tipples, conveyors or pedestrian walkways and "undergrade" subways or mines)	80.00
10) Seismograph — Vibrosels Method (e.g., prospecting for oil, gas)	
a) First mile	50.00
b) Each additional mile or fraction thereof	5.00
11) Non-Emergency Test Holes in Pavement or Shoulder (each hole)	5.00
12) Other (e.g., bank removal, sidewalk and curb)	20.00

EXEMPTIONS

Permit issuance fees and general permit inspection fees are not payable by any of the following:

- 1) The commonwealth.
- 2) Political subdivisions of the commonwealth, except when placing a facility longitudinally within more than 100 total linear feet of pavement. In that case, the application and inspection fees for pavement openings will be charged.
- 3) Governmental authorities organized under the laws of the commonwealth.
- 4) The federal government.
- 5) Charitable organizations that are in compliance with Act No. 337, approved August 9, 1963, P.L. 628, as amended (churches, hospitals, schools, charitable institutions, veterans' organizations, non-profit organizations)
- 6) Utility facility owners for:
 - a) The installation of street lights at the request of PennDOT or the political subdivision.
 - b) The replacement or renewal of their facilities prior to a township resurfacing project after notice from the township.
 - c) The removal of poles and attached appurtenances.
 - d) Facilities moved at the request of PennDOT or the political subdivision.
 - e) The reconstruction or maintenance of their facilities that occupy the right-of-way under private status.

ADDITIONAL INSPECTION FEES

If the township determines that the permitted work is of sufficient magnitude or importance to warrant assignment of one or more persons to inspect the permitted work on a more than spot inspection basis, the permit will so indicate and the permittee shall be charged for additional salary, overhead and expenses incurred by each assigned inspector and the township.

North Sewickley Township, Beaver County, Pennsylvania

ROAD BOND

Company Name:

Address:

Phone:

Property Owner:

Mailing Address:

Address:

Parcel #:

Phone #:

Road Location:

Amount of Bond:

or check#

Date & Bonding Company:

PLEASE CONTACT TWP. @ 724 843-5829 WHEN WORK
IS COMPLETE & READY FOR FINAL INSPECTION

ROAD BOND - INSPECTION REPORT

INSPECTED BY: _____

DATE OF INSPECTION: _____

Inspection

Results: _____

RESTORATION SATISFACTORY? _____

PERFORMANCE BOND TO BE RETURNED? _____

Date Bond Returned _____