

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