

ROAD AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between:

\_\_\_\_\_ a \_\_\_\_\_ (state)  
corporation with an office located at \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter collectively designated as the "User"),

AND

The Township of Jefferson, located in Butler County, Pennsylvania, at  
157 Great Belt Rd., Butler, PA 16002, a municipal corporation  
(hereinafter designated as the "Township").

WHEREAS, the User will be doing ' \_\_\_\_\_ ' within the Township and will make  
*(insert activity)*  
use of all or a portion of Township Roads #(s) \_\_\_\_\_  
\_\_\_\_\_ and;

WHEREAS, in making use of said road(s), the User employs heavy equipment of sufficient weight to cause damage to said roads, from time to time; and

WHEREAS, the Township has the right to post said roads with a maximum weight restriction and to restrict the use of the same by equipment such as those employed by the User, but the Township does not desire to interfere with the business of the User, so long as such roads are not damaged by the User at the Township's expense.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

-1- The Township will not post any portion of said road(s) (as indicated above) with a maximum weight restriction, or close said roads to vehicular traffic except in emergency situations, during the continuance of this Agreement (provided User is in compliance with all of its obligations to the township and/or under applicable law, including but not limited to those obligations set forth in this Agreement), but will permit the User to use said road(s) with its heavy equipment in accordance with the laws of the Commonwealth of Pennsylvania.

-2- The User covenants and agrees to be liable and responsible for the cost of ALL repairs to said road (s) (as indicated above) necessitated by damage to said roads which is caused, in the sole opinion and judgment of the Township, by the User. However, it is understood that this shall not include repairs necessitated by ordinary deterioration, weather conditions or any act of God. It is further understood that the User's liability extends to and includes the drains and berms of said roads. (see paragraph -8-, below).

-3- The User covenants and agrees to be liable and responsible for damage to said road(s) by the User prior to the execution and delivery of this Agreement. To that end, the Township has made a

complete inspection and examination of said road(s) and at the time of the signing of this Agreement, shall again inspect and examine the same and report the condition thereof to the User, which report shall include a list of the damage and cost of repairs necessitated thereby.

-4- The User covenants and agrees to make any and all repairs to said road(s) when and as requested by the Township to do so, it being understood that such requests shall be limited to damage to said road(s) which is caused by the User in the sole judgment and opinion of the Township. If the User fails or neglects to make the requested repairs within (5) five days of receipt of such request in writing, the Township may then make such repairs and the User covenants and agrees to promptly reimburse the Township for the cost thereof upon receipt of the Township's statement or invoice for such cost.

-5- The User may terminate this Agreement upon two (2) weeks prior written notice of such termination to the Township, but the User shall remain liable and responsible for repairs to said road(s) made necessary by the use of said road(s) until the termination of this Agreement.

-6- It is understood that said road(s) may be used not only by the User but also by other members of the public. The User shall have the right to enter into agreements or otherwise seek contributions from other persons and/or firms who use portions of said road(s) with the User, and the Township agrees that it will enter into NO agreement with any other person or firm using said road(s) whose operations might cause such person or firm to use the roads covered by this Agreement unless or until a satisfactory written agreement is entered into between the User and such other persons or firms to pay the cost or portion of the cost to said road(s) under this Agreement.

-7- The Township shall have the right to terminate this Agreement at any time that, in the opinion of the Township, said road(s) should be posted with the maximum weight limits or closed to vehicular traffic for the protection of said roads for public use or at any time that the User fails to keep or perform any of its covenants, agreements and understandings hereunder.

-8- The Township covenants and agrees to maintain the drainage facilities, shoulders and berms for ordinary deterioration, weather conditions or any act of God. No damage caused to said road(s) by the Township's failure to promptly perform such necessary maintenance or repairs shall be the liability of the User. Damages to drainage facilities, shoulders and berms caused by the use of said road(s) by the User, in the sole opinion and judgment of the Township, shall remain the liability and responsibility of the User.

-9- The User shall supply to the Township a BOND or *certified* check in the amount of \_\_\_\_\_ (\$12,500 per every mile of road (calculated in one (1) mile increments)) to be held as 'collateral' to accompany this Agreement, which will be returned when the Agreement expires and all repairs for damages caused by the use of said road(s) by the User, which in the sole opinion and judgment of the Township are the liability and responsibility of the User, are completed to the Township's satisfaction.

-10- The User shall provide a description of plans for the transportation of materials and equipment to the site. Such description shall include a map showing the planned vehicular access route to the site, indicating all state, county, and local roads and transportation infrastructure that may be used. The proposed routes must be designed to minimize the impact on streets within the Township.

-11- Prior to the commencement of any activity, the User shall conduct an inventory, analysis, and evaluation of existing road conditions on Township roads along the proposed transportation route identified by the User, including photography, video and core boring as determined to be necessary by the Township Engineer. The User shall prepare, maintain, and repair Township roads before, during and immediately after activities. The User shall take all necessary corrective action and measures as directed by the Township pursuant to this Agreement to ensure the roadways are repaired and maintained during and immediately after activities.

**-12- The User shall take the necessary safeguards to ensure that the Township roads utilized remain free of dirt, mud and debris resulting from Development activities and/or shall ensure such roads are promptly swept or cleaned if dirt, mud and debris occur. Driveway and Temporary Access Permits are not included within this agreement; but are subject to separate Permit Applications to be filed with Jefferson Township.**

-13- An off-street area within the development site for vehicles to stand while gaining access to the site shall be provided so that the normal flow of traffic on the public street is undisturbed.

-14- The User shall take all necessary precautions to ensure the safety of persons in areas established for road crossing and/or adjacent to roadways. During periods of anticipated heavy or frequent truck traffic associated with the development, the applicant will provide flagmen to ensure the safety of motorists and pedestrians and take measures that may include adequate signs and/or other warning measures for truck and vehicular traffic.

-15- The User shall have obtained permits from the appropriate regulatory agencies or authorities issued in accordance with all applicable laws and regulations for the proposed use. The applicant shall provide the Township with copies of each such permit applications, with copies of all supporting documentation.

-16- Unless otherwise terminated as herein provided, this Agreement shall continue for a term of one (1) year(s) from the date of this Agreement. (**Expiration Date:**\_\_\_\_\_.)

-17- This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the party of the first part has caused this Agreement to be duly executed in its business name, and the party of the second part has executed this Agreement in their official capacity, the day and year first written above.

NAME OF USER COMPANIES:

\_\_\_\_\_

\_\_\_\_\_  
Witness/Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
PRINT name of witness

\_\_\_\_\_  
PRINT name and title of signer

\_\_\_\_\_  
Witness/Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
PRINT name of witness

\_\_\_\_\_  
PRINT name and title of signer

ATTEST:

**JEFFERSON TOWNSHIP**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Secretary

Title: \_\_\_\_\_

Authorized Township Official