

South Strabane Township
Road Bond Agreement
Approval Process

1. Applicant to obtain blank copy of Road Bond Agreement from Township office.
2. Applicant to determine truck route from site of work along Township road(s). Applicant to determine length of route to be used along Township road(s).
3. Applicant to complete Road Bond agreement and submit completed agreement, map showing route and surety (bond or check) in the amount of \$12,500 per mile.
4. At next Supervisor's meeting (2nd and 4th Tuesdays of the month), Supervisor's to consider entering into Road Bond Agreement.
5. Road Master to inspect Township roads to be used to determine condition of roads and document such road condition.
6. Applicant may proceed with work including use of Township road(s).
7. Applicant to notify Township when work completed, so that Road Master can re-inspect roads used.
8. If no damage found to Township roads, Township to return surety to applicant.

E: Rd Bond Checklist

ROAD BOND AGREEMENT

THIS AGREEMENT, made and entered in this _____ of _____, 20 , by and between the BOARD OF SUPERVISORS of the TOWNSHIP OF SOUTH STRABANE, Washington County, Pennsylvania, hereinafter referred to as "TOWNSHIP",

AND

_____ having its principal offices located at _____, hereinafter referred to as _____.

WHEREAS, _____ in the conduct of its business, will utilize TOWNSHIP roadways to conduct its business, and,

WHEREAS, _____ has specifically identified such TOWNSHIP roadways as follows:

Name of road: _____ Mileage: _____
Name of road: _____ Mileage: _____
Name of road: _____ Mileage: _____
Name of road: _____ Mileage: _____

Total road mileage: _____, and,

WHEREAS, _____ will cause vehicles, which may have loads in excess of posted weight restrictions or which may cause damages upon or require maintenance to said TOWNSHIP roadways; and,

WHEREAS, the parties hereto are desirous of entering into a written Agreement concerning the maintenance, upkeep and repair of such TOWNSHIP roadways to be utilized by _____.

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

- 1. The above Preamble is incorporated herein.**
- 2. _____ agrees to repair damages caused by it or its contractors use of said identified roadways to the satisfaction of TOWNSHIP until notice of termination of this Agreement is given to TOWNSHIP.**

3. So long as _____ keeps said road repaired, to the satisfaction of TOWNSHIP, TOWNSHIP will permit, its successors and assigns, to use said roadways for the purpose of accessing the proposed site for _____.
4. _____ agrees, and will, save harmless the TOWNSHIP, its officers, agents and employees from any claim, suit, demand, judgment, action, cost or fee, arising out of, or in any way connected with, the activity contemplated by this Agreement and actions or inactions of _____ thereunder.
5. _____ agrees to file, with the TOWNSHIP, a bond, certified check, or other satisfactory surety in the amount, \$_____ based on the PennDOT formula of \$12,500 per mile, which bond, check or surety is attached hereto and made a part hereof, and is to inure to the TOWNSHIP the faithful performance of all the terms and conditions of this Agreement.
6. After _____ has completed, to the TOWNSHIP'S satisfaction, all of its undertakings under this Agreement, the TOWNSHIP shall return to _____ the bond, check or other surety attached to this Agreement.
7. TOWNSHIP retains the right, during and after the contemplated use of the roadways by _____, to inspect said roadways for any damages or necessary repair. Upon demand of payment by the TOWNSHIP, all costs associated with such inspection, shall be paid by _____.
8. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Agreement to be properly executed and sealed the day and year first above written.

ATTEST:

TOWNSHIP OF SOUTH STRABANE:

John J. Stickle
Secretary

Chairman

ATTEST:

Company Name

Telephone Number

BY: _____