

PERRY TOWNSHIP

284 Reno Road, Portersville, PA 16051

Phone: 724-368-8230

Fax: 724-368-0111

ROAD BONDING AGREEMENT
NUMBER _____

This Agreement to be effective _____, entered into and between **Perry Township**, Lawrence County, Pennsylvania, by its duly elected and qualified supervisors, party of the first part, **and:** _____ party of the second part.

Whereas, the party of the second part has requested permission to _____, in Perry Township, Lawrence County, Pennsylvania, with a combined weight of truck/trucks to exceed the weight limit on the township road/roads maintained by the party of the first part.

Now, therefore, it is hereby agreed by and between the parties hereto and intending to be legally bound hereby as follows:

1. Party of the first part hereby authorizes and permits the party of the second part to _____, at a point commencing at the property of

_____. This permit will remain in effect until terminated by either party as hereinafter provided, but not to exceed a **period of** _____ from the date hereof.

2. Party of the second part agrees to maintain portions of _____, **Perry Township** in the same condition as it now is. Party of the second part shall be responsible for all maintenance and repairs to said road/roads and bridges that are located on said bonded road and will make any necessary repairs within a two day working period of notice to do so, keeping the road passable and safe for vehicular traffic at all times. Party of the second part agrees that at completion of the _____ term, or any date sooner if terminated by either party, to leave the road in the same or better condition than it now exists, and to comply in all respects with any applicable Township or State specifications, regulations, rules or requirements.

3. During the term of this Agreement, the party of the first part will continue to keep the weight limits posted on the said road/roads and will enforce the said weight limits against all users of the roadway except the party of the second part or persons operating by written permission of the party of the second part (a copy of written permission to be filed with the township). If the party of the second part wishes to permit others to exceed the weight limits on said road/roads, the responsibility of allocating and damages shall be solely that of the party of the second part and the party of the first part may look to the party of the second part solely for maintenance, repair and any damages as a result to any damage occurred on the said road/roads while this Agreement is in effect.

4. Name or listing of property/owners and map ID number and tax ID number involved with this permit:

5. When deemed necessary by the party of the first part or if the party of the second part does not comply with the terms of this Agreement, the party of the first part may revoke the permission herein granted by giving thirty (30) days written notice to the party of the second part that it intends to terminate this Agreement. The responsibility and liability of the party of the second part shall continue until the party of the first part has inspected the road/roads/bridges involved and approved their condition to be as good as or better than prior to this Agreement.

6. To insure compliance of this Agreement and to provide security to the Township that the roads will be returned to their present or a better condition after the operation is completed, a surety bond in the amount of \$_____ for road mileage involved and the amount of \$_____ for bridge/bridges located on said road/roads to be traveled, will be posted with the Perry Township. **Total bond required is \$_____** This bond will be returned to _____ upon completion of repairs (if deemed necessary) to said road/roads, bridge/bridges to the satisfaction of Perry Township.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this _____ of _____, _____.

~~~~~  
**Perry Township Supervisors**

\_\_\_\_\_  
**Supervisor**

\_\_\_\_\_  
**Attest: Township Secretary  
Signature**

\_\_\_\_\_  
**Supervisor**

\_\_\_\_\_  
**Supervisor**

~~~~~  
Company Name and Address

**Attest: Company Representative
Signature**

Name

Address

Phone Number

~~~~~  
**Bond in the amount of \$\_\_\_\_\_ has been received on \_\_\_\_\_**

**Permit expires on: \_\_\_\_\_**

~~~~~  
Bond was returned in the amount of \$_____ on _____

Township Representative Signature