

# Muskingum Township Trustees

26 Town Hall Road, Marietta, Ohio 45750

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## MUSKINGUM TOWNSHIP ROAD MAINTENANCE AGREEMENT

This agreement made between \_\_\_\_\_, hereinafter called the Company, and \_\_\_\_\_ Muskingum Township Board of Trustees \_\_\_\_\_ hereinafter called the Township.

WHEREAS, the Township has control of the township roads within Muskingum Township and is required by law to keep such roads in good repair; and

WHEREAS the Company has need to use \_\_\_\_\_ miles of Muskingum Township Road No. \_\_\_\_\_ for hauling \_\_\_\_\_ beginning \_\_\_\_\_.

THEREFORE, the Company agrees that certain damages may occur from such unrestrained use during this period and agrees:

- 1) Those portions of said road(s) and their appurtenances to be used by Company be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated activity by Company, at Company's sole expense, and with the advice and approval of Muskingum Township. Thereafter, such roads shall be maintained by Company for damages caused by Company's activity, at Company's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Company.
- 2) The maintenance of aforementioned road(s) includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Company or the Company's contractors and or agents.
- 3) Reimburse the Township for reasonable costs for maintenance of the road(s) during the hauling period (or provide for a contractor to perform minor maintenance on 24-hour notice) for damages caused by Company's activities. The Township will notify the Company of such damage in advance of undertaking any repairs and/or incurring any expenses, and the Company will be billed by the Township for labor and equipment used to restore the said road(s) or appurtenances unless other arrangements are previously made. The Township agrees to notify the Company promptly upon becoming aware of any damages to the road(s) or appurtenances, and to provide the Company with support of any assertion that such damages were actually caused by the Company. The Company shall post a \$25,000 bond to cover any potential damages.
- 4) The Company shall notify the Township ten (10) days before compilation of the project and use of said road(s) and their appurtenances.
- 5) Either the Company or the Township may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate.
- 6) When the Company's has notified the Township of pending compilation of the project and use of said road(s) and appurtenances or as soon as possible after receipt of a Termination Notice, the Township and the Company shall inspect said road(s) and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Company's activity shall be identified and thereafter completed by the Company to insure the roads are at least returned to the condition they were in prior to the Company's use at Company's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- 7) All motor vehicles to be utilized by Company hereunder, whether owned by Company or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8) Company shall furnish the Township with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Company, and such information shall be maintained and kept current at all times.

9) If Township determines that any traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Company shall provide for such signage at Company's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Company and Township agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10) Company shall protect, save, indemnify, and hold the Township, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Company's use of the roads pursuant to this Agreement.

11) Company assumes all liability for subcontractors and or agents working on Company's behalf.

12) This Agreement shall be binding upon Company and Township, and their respective successors and assigns.

13) In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

**COMPANY**

**TOWNSHIP**

Print Name

Print Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

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\_\_\_\_\_

Signature

Signature

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Date

Date

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Address

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City, State Zip

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Phone

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