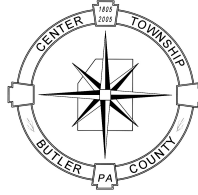


Board of Supervisors:
Philip Wulff, Chairman
Robert Sloan, Vice Chairman
Edward Latuska, Supervisor
Donald Pringle, Supervisor
Alan Smallwood Supervisor



Kayla Mosey, Secretary/Treasurer
Michael Gallagher, Solicitor
David Heath, Engineer
John Nath, Building Code Official
Randall Brown, Code Enforcement/Zoning Officer

APPLICATION FOR TOWNSHIP ROAD OPENING PERMIT

Date: _____

Permit _____

Start Date (estimated): _____ Completion Date (estimated): _____

Road Opening Permit Fee: \$100.00
 Road Bond Fee: \$500.00 + (Length _____ plus Width _____ plus Depth _____) times \$40.00 = \$ _____

PERMIT EXPIRES: _____
 (120 days from approved date)

_____ (Applicant)

Street _____ City _____ State _____ Zip _____ Phone _____

Work to be completed on _____ Center Butler
 Township Route No., Road or Street Township County

Under and subject to all of the conditions, restrictions and regulations prescribed by the Township and on the general provisions and specifications, a true copy whereof is attached and made a part hereof, with the same force and effect as if written or printed herein and under and subject to the special conditions, restrictions and regulations hereinafter set forth. **Applicant is responsible for posting required detours and notifying the emergency response services (state police, fire and ambulance)**

DESCRIPTION AND PURPOSE OF WORK

_____ (Applicant Signature)

The Township Board of Supervisors may at any time revoke and annul this permit for nonperformance of or noncompliance with any of the conditions, restrictions and regulations hereof.

APPROVED _____
 Month Day Year

FOR OFFICE USE ONLY

Fee: \$ _____ Date: _____ Received by: _____

MICHAEL E. ISCRUPE
 Public Works Foreman

IMPORTANT

The terms and conditions embodied in this permit require the permittee to complete this work by the date specified in the permit. Where the permittee fails to comply with the condition as to completion of work by the specified date the following rules will govern:

- (a) Failure to start work by specified date. Permit will be canceled unless permittee desires an extension of time, in which case a supplemental permit may be issued.
- (b) Work started and not completed by specified date. Permittee will notify Township prior to expiration of allotted time of inability to complete the work on or before the specified and request an extension of time. The prescribed fee shall accompany such request.
- (c) Permittee not desirous of carrying out proposed work on account of change in conditions affecting it. Permittee will notify the Township prior to the specified for completion that work will not be carried forward, returning the permit with such notice. The fee for inspection of the will be refunded by the Township, provided that they have been notified of cancellation prior to the expiration date.

The fee, to be paid under the conditions in (a), (b) and (c), applies only to permits for which fees are collected in accordance with the fixed schedule.

All notices relative to time extensions or cancellations shall be forward to the Township, which issued the original permit.



**TOWNSHIP OF CENTER
BUTLER COUNTY, PENNSYLVANIA
ROAD OPENING AGREEMENT**

THIS ROAD OPENING AGREEMENT (The "Agreement") is made this _____ day of _____, 20____, between **Center Township, Butler County, Pennsylvania**, with a mailing address of **150 Henricks Road, Butler, Pennsylvania 16001** (hereinafter referred to as the "Township") and _____ (hereinafter referred to as "Operator"), with a mailing address of _____.

WHEREAS, the Township is required to repair and maintain the public highway system, including stormwater runoff, of the Township; and

WHEREAS, the Operator desires to cut into and under certain Township road(s) for the purpose of:

- Laying pipe for natural gas transmission
- Laying pipe for oil and gas transmission
- Laying pipe for electric transmission lines
- Laying pipe for cable transmission lines
- Laying pipe for water transmission
- Other (*describe*) _____

[check correct box]; and

WHEREAS, the Operator has requested the Township to permit the opening of Township Roads as listed in Attachment "A" (hereinafter "the Road(s)"), for the purpose set forth above; and

WHEREAS, the Township has agreed to permit the Operator, its owner and subsidiaries, partners, agents, officers, servants, employees, representatives, contractors and/or subcontractors (the "Operator Entities") to open the Roads, as described in Attachment "A", provided that the Operator agrees to provide for the complete and adequate repair and maintenance of the Roads as provided hereafter; and

WHEREAS, this document shall be wholly incorporated with the Township Road Occupancy Permit Ordinance, Chapter 17, Article I, *et seq.* of the Center Township Consolidated Ordinances and Trenching Detail (Attachment "B").

NOW THEREFORE, in consideration for the following terms, covenants, conditions and agreements herein contained and intending to be legally bound, the parties hereto agree as follows:

1. As used herein, the term "Road Opening" means the removal of a section of road by excavation, saw cut or other means. "Road Opening" shall also refer to the removal of berms and the cutting into or placing dirt, concrete or other items into stormwater runoff controls (*e.g.*, ditches).
2. The recitals above are made a part hereof.

3. When the Operator Entities complete their opening of Township road(s), the Road Openings shall be repaired and restored according to the specifications and requirements for Township roads as promulgated by the Department of Transportation of the Commonwealth of Pennsylvania, Publication 408, and also Section 17-106 of the Center Township Road Occupancy Permit Ordinance. Berms and stormwater controls must also be repaired and restored.
4. No Road Opening may be started until either telephonic or email notice has been provided to the Township Public Works Supervisor, Road Foreman or his or her designee, so that the Public Works Supervisor, Road Foreman or his or her designee can view the proposed Road Opening and review the plan of the Operator Entities to repair and restore the road(s). A sketch drawing shall suffice as a plan. The area of the proposed Road Opening must be plainly marked before the Public Works Supervisor, Road Foreman or his or her designee arrives.
5. In addition, the Operator Entities must also provide the Public Works Supervisor, Road Foreman or his or her designee the opportunity to re-inspect the restored Road Opening prior to the equipment utilized for restoration and repair being removed from the site.
6. If found satisfactory, the Public Works Supervisor, Road Foreman or his or her designee, shall issue a Notice of Completion. If found unsatisfactory and not immediately remedied, the Public Works Supervisor, Road Foreman or his or her designee, shall issue a Notice of Unsatisfactory Performance. In that event, the Public Works Supervisor, Road Foreman or his or her designee, at his or her discretion, may issue a written Cease and Desist of any further Road Opening work by the Operator and the Operator Entities and retain a third-party entity to restore and repair the road at the cost of the Operator Entity.
7. No Road Openings shall be permitted between November 1 and March 30 of any winter season or when the temperature does not exceed 40° F. In the event of emergency, the Board of Supervisors will, upon written request to the Township, approve a Road Opening.
8. The Operator Entities agree to warrant the Road Opening for a period of two (2) years after the opening is made and will, upon email or other written notice of the Township, make all necessary repairs caused by the Road Opening or which occur on or adjacent to the Road Opening. All necessary repairs must be made within ten (10) days of email or written notice by the Public Works Supervisor, Road Foreman or his or her designee. If the Operator Entity fails to make the repairs within ten (10) days (sooner if necessary to protect the safety of motorists), then the Township may make repairs and invoice the Operating Entity for same, who shall pay the invoice within ten (10) days of mailing.
9. Any Operator, other than a Pennsylvania Public Utility, must compensate the Public Works Supervisor, Road Foreman or his or her designee at a rate to be determined from time to time by Resolution of the Township.
10. The Operator shall hold the Township harmless from and indemnify the Township against any and all claims, demands and actions based or arising out of any activities performed by the Operator and its employees and agent under this Agreement and shall defend any and all actions brought against the Township based upon any such claims or demands. It is understood and agreed that the Operator's standard liability insurance policies shall protect, or shall be endorsed to protect, the Township from claims of bodily injury and/or property damage arising out of any activities performed by the Operator or its employees or agents under this Agreement, including business and non-business invitees, and their

property. Upon request, the Operator shall furnish to the Township proof of insurance as required by this paragraph.

11. The Operator shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Agreement.
12. This Agreement shall be binding upon and inure to the benefit of the Township, the Operator and their respective successors and assigns, except that the Operator may not assign or transfer its rights hereunder without the prior written consent of the Township. Approval of an assignment does not establish any legal relationship between the Township and any other third party and under no circumstances shall the Township be held liable for any act or omission committed pursuant to such an assignment.
13. In the event of a dispute arising out of this Agreement, the parties agree that jurisdiction and venue shall be with the Court of Common Pleas of Butler County, Pennsylvania.
14. In the event of a conflict between this Agreement and the Township Road Occupancy Ordinance, Chapter 17, Article I, *et seq.*, then this Agreement shall control.
15. It is agreed by the parties that this Agreement shall be binding and non-modifiable. A waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
16. All matters affecting the interpretation of this Agreement and the rights of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.
17. The parties agree that each shall execute and deliver any documents necessary or advisable to implement the terms of this Agreement, so as to give full force and effect to this Agreement.
18. If any term, condition, clause or provision of this Agreement shall be determined to be void or invalid at law or for any other reason, then, only that term, condition, clause or provision shall be stricken from this Agreement as is held to be void or invalid and, in all other respects, this Agreement shall remain in full force and effect.
19. The terms of this Agreement shall not be construed against the Township as the drafter of this Agreement.
20. The parties agree that this Agreement may be executed in counterpart originals.

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals on the date and date set forth above.

ATTEST:

OPERATOR

By: _____

By: _____

ATTEST:

CENTER TOWNSHIP SUPERVISORS:

KAYLA R. MOSEY
Township Secretary/Treasurer

By: _____
PHILIP B. WULFF
Chairman

