

AGREEMENT

Made this _____ day of _____, 20____, by and between the Township of East Huntingdon, a Pennsylvania municipal corporation, with an office address of Box 9, Alverton, Westmoreland County, Pennsylvania (hereinafter referred to as "Township")

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with a principal place of business located at

WHEREAS, _____
desires to transport heavy loads across and upon the roads of the Township; and

WHEREAS, damages may occur to the roads of the Township during the transportation of such heavy loads; and

WHEREAS, the Township requires that _____
correct any damages that may occur to the Township roads during the transportation of such heavy loads.

WITNESSETH

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

1. _____ agrees to repair any such damages or to reimburse the Township for the repair of any such damages that may

occur to Township roads during the transportation of heavy loads over such Township roads by _____.

2. In the event that _____ fails to repair the damages, if any, or to reimburse the Township for its expenses in repairing the roads, the said _____ hereby authorizes and empowers any attorney of any court of records of the Commonwealth of Pennsylvania, or of any other state, to appear for him/her and to confess judgment or judgments in favor of the Township of East Huntingdon in the amount of the damages to the Township roads together with the costs of suit and expenses and with fifteen (15%) percent added for attorney fees. _____ hereby waives and releases all errors, defects and imperfections whatever in the entering of judgment, and agrees that no motion or rule to open or strike off judgment, or motion to stay or set aside execution shall be made; and no writ of error or appeal shall be taken. _____ further agrees that the right and power to appear and to enter or confess judgment and the right to assess damages under any such judgment shall be exercised any number of times and shall not be exhausted by one or more uses, whether defective or otherwise.
3. If _____ ceases operations and no damages have occurred to the Township roads and the Township Supervisors certify that no damage has occurred to any Township road, then the above agreement shall be void.

IN WITNESS WHEREOF, the said parties of this Agreement have hereunto set their hands and seals the day and year first above written.

ROADS TO BE UTILIZED: _____

MILES TO BE TRAVELED: _____

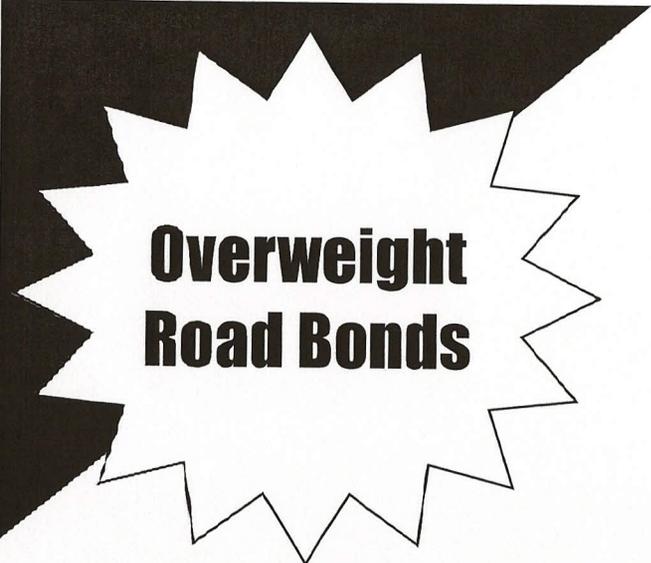
TOTAL BOND POSTED: _____

ATTEST:

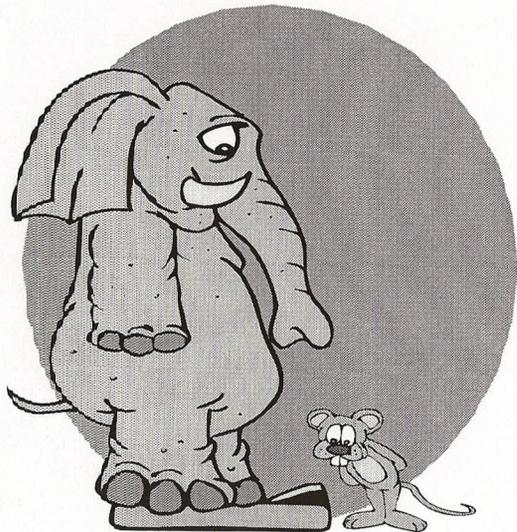
EAST HUNTINGDON TOWNSHIP

BY:

WITNESS:



**Overweight
Road Bonds**



East Huntingdon Township

- 1/10th Mile..... \$1,200
- 2/10th Mile..... \$2,400
- 3/10th Mile..... \$3,600
- 4/10th Mile..... \$4,800
- 5/10th Mile..... \$6,000
- 6/10th Mile..... \$7,200
- 7/10th Mile..... \$8,400
- 8/10th Mile..... \$9,600
- 9/10th Mile..... \$10,800
- 1 Mile..... \$12,000

2494 Rt. 981

PO Box 9

Alverton, PA 15612

Phone 724 887-6141

Phone 724 887-7480

Fax 724 887-3102