

EXBHIT A
FORM AGREEMENT
ROAD OPENING ESCROW AGREEMENT

This Escrow Agreement is dated the _____ day of _____, 20____ between Heidelberg Township, Berks County, Pennsylvania, a township of the Second Class organized under the laws of the Pennsylvania Second Class Township Code (herein the "Township") and _____ (herein the "Permittee").

RECITALS

A. The Permittee has applied to the Township for a Road Opening Permit for the purpose of _____ in the bed of _____, a public road maintained by the Township.

B. The Township has issued the requested permit to the Permittee conditioned upon and subject to an escrow deposit in the amount of _____ (\$_____) on the terms and conditions herein set forth to ensure that the Permittee's encroachment upon said Township road will be properly repaired and will be maintained for a period of one (1) year from the date on which the encroachment repair is completed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to each of the parties, each of whom intends to be legally bound hereby, the Township and the Permittee agree that performance, construction and maintenance under the aforesaid road encroachment permit will be carried out as follows:

1. Permittee shall immediately upon execution of this Agreement, deposit with the Township the sum of _____ (\$_____) as a condition of the Road Opening Permit and of this Agreement. This deposit shall be held by the Township to ensure compliance with the terms and conditions of the performance, construction and maintenance set forth below. Any expenses incurred by the Township for inspection of the work and/or to correct a breach of the terms and conditions of this Agreement shall be payable to the Township from the deposit.

2. Upon completion of the work authorized by the permit, and inspection by the Township, upon written request by the Permittee, the Township may release up to 80% of the cash deposit.

3. At the expiration of one (1) year from the date of completion of the road restoration, as determined by the Township Engineer, upon request by the Permittee, the Township shall release the balance of the escrow deposit to the Permittee, upon notification from the Township Engineer that the road restoration is in a satisfactory condition.

4. No excavation in any road shall extend from the edge of the cartway into the cartway a distance greater than one (1) foot beyond the center line of the road before being refilled and the surface of the road being restored to a condition that is safe for travel. A steel plate of

adequate thickness and size may be used to cover the trench excavation for up to twenty-four (24) hours.

5. During the making of any excavation in the road, every necessary and reasonable precaution shall be taken by the Permittee to keep the road in a safe and passable condition, both day and night, by barriers, lights and other devices in accordance with PennDOT Pub. 213; and the Permittee shall save and hold harmless and indemnify the Township from any loss, damages, demands, claims or suits, or otherwise whatsoever, which may be or shall be occasioned at any time by the said excavation, or by any leak, explosion or other injury from any pipe, apparatus, conduit, or any other facility in said excavation.

6. The Permittee shall notify the Township Engineer twenty-four (24) hours before the opening or excavation is ready for backfilling, before backfilling is undertaken.

7. The road shall not be entirely barricaded or detoured, without prior written approval by the Township.

8. No pipe shall be laid within four (4) feet of the road surface without written approval from the Township.

9. The Permittee is responsible for keeping the trench area even with the existing road grade throughout the maintenance period.

10. The road shall be restored in accordance with the details contained within the Road Opening Permit Ordinance and as specified in the permit, subject to approval by the Township Engineer, and shall be maintained in the approved condition for a period of one (1) year from the date of completion.

IN WITNESS WHEREOF, the Township has caused these presents to be executed by the Chairman of the Board of Supervisors, attested by the Township Secretary and its official seal hereto affixed, and the Permittee has caused these presents to be executed the day and year above written.

HEIDELBERG TOWNSHIP
Berks County, Pennsylvania

By: _____
(Vice) Chairman

Attest: _____
Secretary

PERMITTEE

Witness

TEMPORARY PAVEMENT REPLACEMENT

2' MIN. COMPACTED BITUMINOUS STOCKPILE MIX OR SUPERPAVE 25.0MM BINDER COURSE (SEASON DEPENDENT)

EXISTING PAVEMENT

SAWCUT

BACKFILL WITH ONE OF FOLLOWING:
PADOT 2A AGGREGATE
PADOT 2A AGGREGATE
FINE AGGREGATE

1/4" PIPE DIA. TO BE EMBEDDED

6" MIN. BEDDING

PIPE OR OTHER UTILITY

PERMANENT PAVEMENT REPLACEMENT

5" (COMPACTED) SUPERPAVE 37.5MM BASE COURSE

EXISTING PAVEMENT

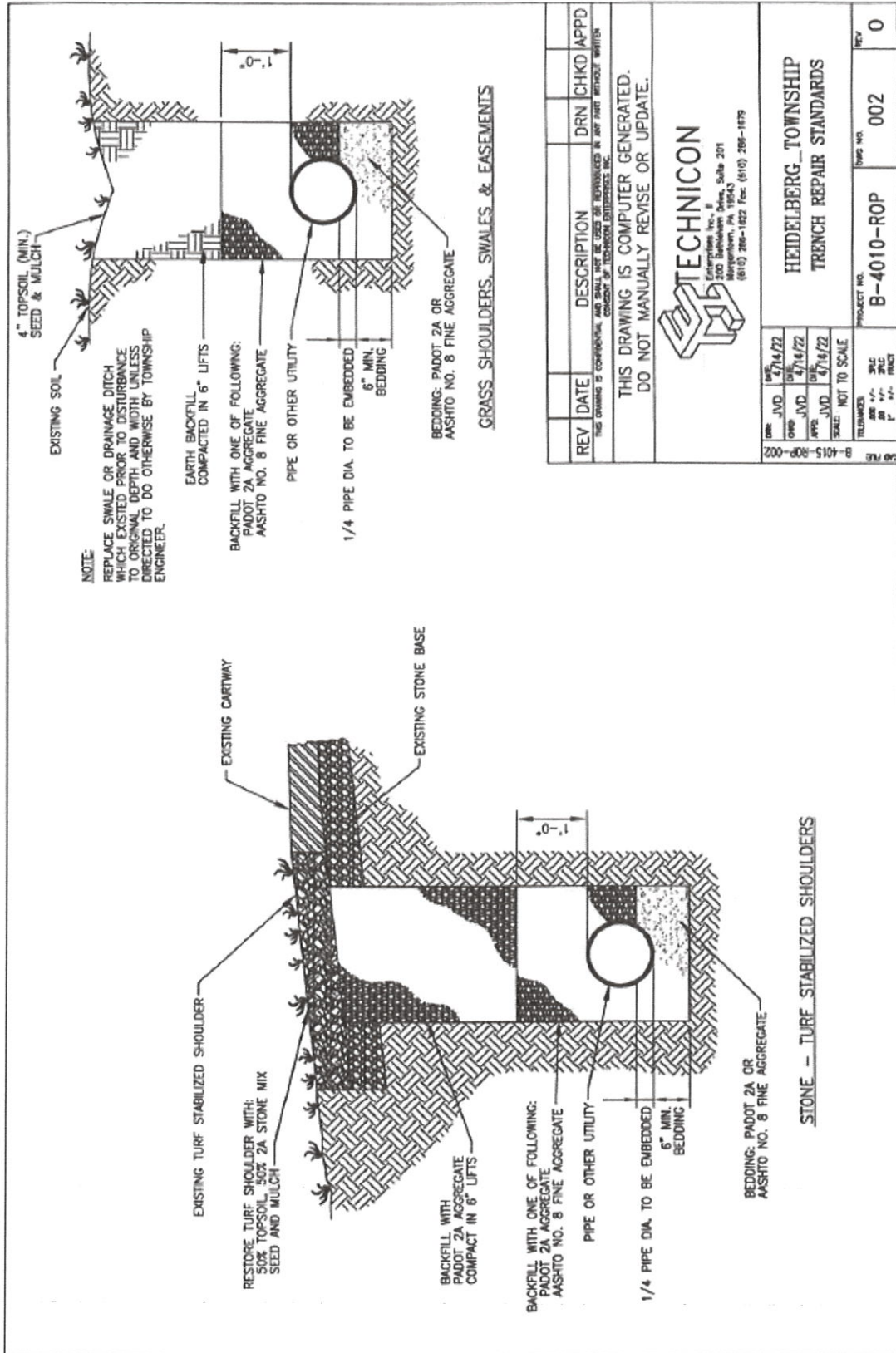
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1/4" PIPE DIA. TO BE EMBEDDED

6" MIN. BEDDING

PIPE OR OTHER UTILITY



REV	DATE	DESCRIPTION	DRN	CHKD	APPD
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<div> <p>TECHNICON Enterprises Inc. 200 Baskin Drive, Suite 201 Margheim, PA 15643 (812) 266-1822 Fax: (812) 266-1879</p> </div>					
<div> <div> <div>DATE</div> <div>BY</div> <div>CHKD</div> <div>APPD</div> </div> <div> <div>4/14/72</div> <div>4/14/72</div> <div>4/14/72</div> <div>4/14/72</div> </div> </div>			<div> <div>PROJECT NO.</div> <div>002</div> </div>		
<div> <div>SCALE</div> <div>NOT TO SCALE</div> </div>			<div> <div>REV</div> <div>0</div> </div>		

MUNICIPAL CERTIFICATION

I, Nicole Werner, Secretary of the Heidelberg Township, Berks County, Pennsylvania, do hereby certify that the foregoing Ordinance _____ was advertised in the *Reading Eagle*, a daily newspaper of general circulation in Heidelberg Township, and was duly enacted and approved as set forth at a regular meeting of the Board of Supervisors held on _____, 2022.

(SEAL)

Nicole Werner, Secretary