

AGREEMENT

This AGREEMENT entered into by and between the BOARD OF COUNTY COMMISSIONERS, MUSKINGUM COUNTY, OHIO, (herein "COUNTY"), and the BOARD OF TOWNSHIP TRUSTEES OF _____ TOWNSHIP, MUSKINGUM COUNTY, OHIO (herein "TOWNSHIP"):

WHEREAS, pursuant to Ohio Revised Code Section 4513.34 the Township, with respect to the highways under its jurisdiction, is empowered to issue permits, charge fees, prescribe conditions, require security and require agreements for operating or moving vehicles of a size or weight exceeding statutory maximums; and

WHEREAS, the parties determine that it will advance the public interest that the County perform the aforesaid activities on the Township's behalf.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, it is agreed by the County and the Township as follows:

1. The Township authorizes the County, and the County, intending that the Township shall benefit and that maintenance of the Township's roads shall be enhanced hereby, undertakes on the Township's behalf to perform the functions of a local authority under Ohio Revised Code Section 4513.34 with respect to all highways under the Township's jurisdiction, those functions being limited to issuing permits, charging fees, prescribing conditions, requiring security and requiring agreements for operating or moving vehicles of a size or weight exceeding statutory maximums.
2. The Township and the County Engineer shall mutually agree to the conditions set forth within any and all road use agreements executed on township roads, including but not limited to the restoration and maintenance of the affected township roads. The board of township trustees shall provide written correspondence to the county engineer acknowledging approval of the conditions set forth within any road use agreements.
3. Monetary settlements, including cash payments, pursuant to any road use agreements on township roads shall belong to the township.
4. Any permit fees charged and collected pursuant to this Agreement shall be payable to and belong to the County. Any permit fees which exceed the County's administrative and inspection costs shall be returned to the township.
5. Either party may rescind this Agreement at any time effective ninety (90) days after its rescinding resolution is certified to, respectively, the County's clerk or the Township's fiscal officer.

DATED: _____, 201_

BOARD OF COUNTY COMMISSIONERS
MUSKINGUM COUNTY, OHIO

By: _____
COUNTY COMMISSIONER

DATED: _____, 201_

BOARD OF TOWNSHIP TRUSTEES,
_____ TOWNSHIP,
MUSKINGUM COUNTY, OHIO

By: _____
TRUSTEE

APPROVED:

MUSKINGUM COUNTY ENGINEER