

Gravel and Road Use Agreement
between
Joe Wagner and Millerville Township

Gravel & Chloride

- Pursuant to the Townships gravel policy, the Township will apply three Hundred (300) yards of gravel per mile every third year to gravel pit road. This application will be from Mill Road west to County Road 7.
- Township board members and Joe Wagner agree to bring any and all issues of concern related to the operation of the feed lot to each other for discussion. The Township and Joe Wagner agree to work together to resolve any and all issues.
- Joe Wagner will pay for One Hundred Fifty (150) yards per mile of applied gravel from Mill Road west to County Road 7. Approximately 2.1 miles. Starting in 2028. Subsequent applications will follow each Township application the following year. The Township and Joe Wagner will work together to determine the exact locations for the applications.
- Joe Wagner will pay 75% of the cost to apply chloride annually. Millerville Township will pay for the remaining 25%. The application will be sixteen feet wide (16) from the feed lot entrance to County Road 7.
- Orders placed under this agreement will be verified by email confirmation to joehope@midwestinfo.net before ordering. Invoices from vendor will be sent directly to Joe Wagner. If the vendor will only invoice the Township, the Township will invoice Joe Wagner and include a copy of the vendor invoice. Joe Wagner will pay the same rate as invoiced by the vendor.
- Joe Wagner agrees to use the same contracted vendor as the Township for both the chloride and gravel.
- Millerville Township will grade all new applied gravel at no charge to Joe Wagner.

Road Use:

- Millerville Township authorizes Joe Wagner to legally operate during road restrictions using a “self-permit”. These permits will be “self-issued” by Joe Wagner when needed to obtain legal passage on Gravel Pit Road and in some cases other roads in Millerville Township. The permit form needs to be filled out in its entirety and the conditions and mitigations as outlined in this agreement need to be adhered to.
- Township Supervisors agree to notify Joe Wagner regarding any observed or perceived issues related to self-issued permits, road conditions, gross vehicle weights, etc. The Township and Joe Wagner agree to work together to resolve any and all issues.
- Joe Wagner agrees to mitigate potential damage to Gravel Pit Road by;
 - Hauling during early A.M. hours while roads are still firm from overnight temperatures.
 - Directing staff and/or outside haulers to access the feed lot from the east and/or west simultaneously or all from one direction to minimize damage when conditions are not conducive to protect the roadway.
 - Adjust hauling schedules and request haulers use multi and tag axle trucks when possible.
 - Joe Wagner will limit operations to essential operating services during road restrictions.
- Self-Permit Requirements;
 - Joe or Hope Wagner are the only authorized persons to issue permits, when needed, Joe can request temporary approval of a staff member to issue permits.

- Permit durations will vary based on the operations. No permit will exceed a seven-day period.
- Permits will be texted to the township supervisors prior to roadway use.
- Permits will be scanned and emailed to milltown@gctel.com
- Joe Wagner will cease hauling and notify a Township Supervisor for an emergency meet if roadway damage is occurring regardless if a self-permit has been issued. The meet will determine options and next steps.
- Damages that occur to the roadway will be reported by either party as soon as possible. If necessary, damages will be accessed by both parties and an agreed upon action plan will be implemented to include determining who is responsible for the cost of the repair. When damages occur that are not noticed at the time of occurrence, they will be accessed in the same fashion. All damages will be handled on a case-by-case basis.

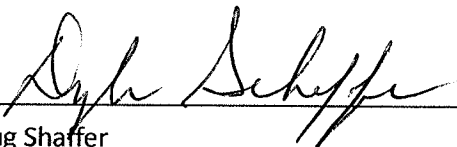
Term

- The execution of this agreement effectively cancels the previous road agreement 060624 and addendum 021325.
- This agreement will remain in place and auto renew annually on signing date unless either party cancels in writing by April 1. Either party may request to amend the agreement at any time.


Executed this 12 day of March, 2026



Joe Wagner



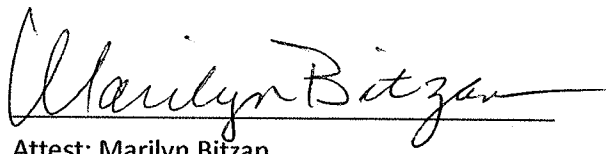
Doug Shaffer



Ken Kuhn



Mike Bramwell



Attest: Marilyn Bitzan

