

BOROUGH OF CONNEAUT LAKE – CRAWFORD COUNTY
 395 High St., PO Box 198, Conneaut Lake, PA 16316
AUTHORIZATION TO EXCEED A POSTED HIGHWAY WEIGHT RESTRICTION

Permit No. _____

User Name: _____

Address: _____

Contact Person & Number: _____

Excess Maintenance Agreement No. _____

Type of Work: _____

The Municipality has issued the USER a TYPE _____ permit to exceed the posted gross weight restrictions on the portions of Municipal highways identified below.

Municipal Road Name	Roadway Type	From	To	Miles

(Or attach complete road list)

Total Miles: _____

Security: (type) _____ Insurance Bond _____ in the amount of \$ _____ has been agreed upon.
 (TYPE 1 and 2 permits: \$12,500/mile for paved roads, \$6,000/mile for unpaved roads, to be maintained at a level consistent with the type of highway or \$50,000/mile for any highway which the Municipality allows to be maintained below a level consistent with the "Roadway Type". TYPE 3 permits: \$10,000/Municipality.)

If applicable (TYPE 1 & 3 permits only):

Truck License No. _____ State: _____ Truck License No. _____ State: _____
 Truck License No. _____ State: _____ Truck License No. _____ State: _____

I, the undersigned, hereby certify that the data submitted is correct to the best of my knowledge and belief.

 Signature and Title Date: _____

Below Line for Municipal Use

SPECIAL CONDITIONS AND/OR RESTRICTIONS (permit is subject to the special conditions and/or restrictions set forth below):

The above authorization is approved subject to Section 4902 of the Vehicle Code (in particular 67 PA Code Chapter 189) and all Borough of Conneaut Lake rules and regulations subject to any conditions and restrictions set forth herein or attached hereto. The above does not authorize the permitted vehicle to exceed any licensed maximum size or weight limit. This authorization shall be carried in the permitted vehicle while traveling upon the highway specified above (except TYPE 2 permits which authorize use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination).

Issuance Date: _____ By: _____
Borough of Conneaut Lake Official and Title

Expiration Date: _____
 (12 Months Max.)

Roadway Types:

TYPE 20 - earth, unimproved

TYPE 40 - gravel

TYPE 52 - asphalt or seal coat with less than 6" sub-base

TYPE 61 - asphalt or seal coat with more than 6" sub-base

TYPE 62 - concrete or concrete with asphalt overlay

Permit Types:

TYPE 1 PERMIT - authorizes use of a particular highway or portion thereof by a particular over-posted-weight vehicle. It is valid only when carried in the USER'S over-posted-weight vehicle.

TYPE 2 PERMIT - authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles driven to or from a common destination and is valid only when conspicuously displayed at the USER'S place of business.

TYPE 3 PERMIT - authorizes use of a number of specified posted highways or portions thereof by particular over-posted-weight vehicles and is valid only when carried in the USER'S over-posted-weight vehicle.

**BOROUGH OF CONNEAUT LAKE – CRAWFORD COUNTY
EXCESS MAINTENANCE AGREEMENT**

Agreement No. _____ Execution Date: _____

This Excess Maintenance Agreement (“Agreement”) is made and entered into, by, and between THE BOROUGH OF CONNEAUT LAKE, CRAWFORD COUNTY, located at 395 High St., PO Box 198, Conneaut Lake, PA 16316, and the USER:

User Name: _____

Address: _____

Contact Number: _____

Road(s) to be Utilized: _____

Reason for bond: _____

DEFINITIONS

MUNICIPALITY - Borough of Conneaut Lake, Crawford County acting through its Municipal Officials.

USER - the user who signs and executes this Agreement.

APPURTENANCE - the property lying within the right-of-way of a highway, together with any improvement placed within this right-of-way.

BRIDGE - any structure, including supports, over a depression or an obstruction, such as, but not limited to, water, highway, or railway and having a tract or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than 8 feet between supports.

HIGHWAY - any highway or bridge on the Municipality’s system of highways and bridges, including the entire width between right-of-way lines, over which the Municipality has assumed or has been legislatively given jurisdiction.

EXCESS MAINTENANCE AGREEMENT - maintenance or restoration or both (but not betterment) of a posted highway (in excess of normal maintenance) caused by use of over-posted-weight vehicles.

NORMAL MAINTENANCE - the usual and typical activities necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances in the state of repair existing at the date of the inspection.

OVER-POSTED-WEIGHT VEHICLE - a vehicle or combination having a gross weight in excess of a posted weight limit.

TYPE 1 PERMIT - authorizes use of a particular highway or portion thereof by a particular over-posted-weight vehicle. It is valid only when carried in the USER’S over-posted-weight vehicle.

TYPE 2 PERMIT - authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles driven to or from a common destination and is valid only when conspicuously displayed at the USER’S place of business.

TYPE 3 PERMIT - authorizes use of a number of specified posted highways or portions thereof by particular over-posted-weight vehicles and is valid only when carried in the USER’S over-posted-weight vehicle.

BACKGROUND

The USER, in the conduct of its business makes use of portions of Municipal highways which are under the jurisdiction, maintenance, and control of the Municipality.

Pursuant to the provisions of Section 4902 of the Vehicle Code, Act of June 17, 1976, P.L. 162, as amended, 75 PaCS 4902, the Municipality has posted gross weight restrictions on portions of these Municipal highways.

The USER wishes to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions over and across portions of these posted Municipal highways.

The Municipality, pursuant to 67 Pa. Code, Chapter 189 is willing to permit the movement of USER'S vehicles or combinations, together with loads, in excess of the posted gross weight restrictions, conditioned upon the execution of an approved form of security by the USER in favor of the Municipality to cover the cost of excess maintenance and restoration necessitated by the movement in accordance with the terms, conditions, and provisions hereinafter contained in this Agreement.

AGREEMENT

For and in consideration of the mutual promises hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree for themselves and their successors and assigns as follows:

Permission to Move Vehicles

1. The Municipality will permit the USER to move vehicles or combinations, together with loads, in excess of the posted gross weight restriction on the portion(s) of highway(s) located in Borough of Conneaut Lake, subject to all provisions of the Vehicle Code, Act of June 17, 1976 P.L. 162, as amended, (75 PaCS) and 67 PaCode, Chapter 189.

The Municipality has issued the USER a Type _____ permit to exceed the posted gross weight restrictions on portions of Municipal highways identified on the document titled "Authorization to Exceed Posted Weight Restrictions", denoted as Permit No _____ and made a part of this Agreement by reference as though physically attached.

Joint Use

2. In the event that more than one USER makes use of the portion(s) of Municipal highway(s) described in Paragraph 1 (above), the USER shall report to the Municipality the amount of tonnage and or trips. The Municipality may assess and proportion, in its discretion, the maintenance and restoration costs among the USERS on a periodic basis or upon termination of the Agreement.

Responsibility of USER

3. The portion(s) of Municipal highway(s) and appurtenances shall be maintained to a level consistent with the roadway type, identified as "Type _____", and the portions of Municipal highway(s) and appurtenances shall be restored to a level consistent with that roadway type, identified as "Type _____".

Roadway Types:

TYPE 20 - earth, unimproved

TYPE 40 - gravel

TYPE 52 - asphalt or seal coat with less than 6" sub-base

TYPE 61 - asphalt or seal coat with more than 6" sub-base

TYPE 62 - concrete or concrete with asphalt overlay

The USER'S responsibility shall only extend to excess maintenance and restoration. The nonperformance of normal maintenance by the Municipality shall under no circumstances constitute grounds for an offset or credit against any excess maintenance or restoration responsibility of the USER.

If the USER selects Paragraph 6, Option B (below), the Municipality shall determine, in its discretion, whether the excess maintenance and restoration are satisfactory.

On-Site Inspection

4. The USER and the Municipality agree that, in order to determine the condition of the portion(s) of the Municipal highway(s) and appurtenances, on-site field inspections shall be made jointly by the Municipality and the USER. On-site field reports and photographs (if taken) shall be incorporated as an exhibit as part of this Agreement.

INITIAL INSPECTION - upon full execution of this Agreement and prior to any hauling activity, an initial inspection shall be made. The inspection is used to determine the existing state of repair of the posted highway(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the USER will not be liable.

INTERIM INSPECTION - the Municipality may, at its discretion, conduct periodic interim or re-inspections to determine the extent of any repairs for which the USER may be liable and require immediate attention and to ensure the damages do not exceed the amount of surety provided.

FINAL INSPECTION - a final inspection of the posted highway(s) and appurtenances will be conducted to determine the extent of any repairs needed to correct damages for which the USER may be liable.

ROADWAY CONDITION SURVEY - the Municipality may conduct frequent, but less detailed surveys of the roadway to determine overall condition and identify any areas in need of repair. The survey will be performed when the type or volume of the hauling operation poses an increased risk of roadway damage or threat to public safety.

Maintenance Not Covered

5. The USER shall have no obligation for maintenance to remedy damage directly resulting from acts of God or war or for routine removal of snow or ice.

Performance of Excess Maintenance and Restoration

6. Excess maintenance and restoration shall be performed in accordance with OPTION A or B below.

OPTION A.

The Municipality's maintenance forces and/or a contractor(s) selected by the Municipality through its prescribed procedures. The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 3 (above). The work shall be in conformance with Municipality Specifications and shall be supervised and inspected by Municipal personnel.

The Municipality may invoice the USER for the estimated cost of repairs using either the latest maintenance contract prices or the Municipality's latest average monthly maintenance unit prices. These estimated costs shall be computed for all damages noted on the on-site inspection form. The USER agrees to reimburse the Municipality for all estimated costs.

The USER shall submit payment to the Municipality within 30 days from the date of invoice. If the USER fails to make the payment, the Municipality may in its discretion:

- a. Rescind the USER'S permission to move vehicles or combinations, together with loads, in excess of posted weight restriction over and across any Municipal highway(s) until payment is made.
- b. Terminate this Agreement.
- c. Proceed against security provided pursuant to Paragraphs 7 and 12 below.
- d. Any or all of the above.

OPTION B.

The USER and/or its contractor(s). The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 3 (above). The work shall be in conformance with Municipality Specifications. If the USER does work he should notify the Municipality three days in advance of doing the work. Any excess maintenance or restoration associated with bridges shall be specifically developed in a document by the municipality and directed to the USER for completion. The Municipality reserves the right to monitor or direct any excess maintenance or restoration. The USER shall reimburse the Municipality for any expenses so incurred by the Municipality.

If performance of OPTION B has been agreed to, the USER shall:

- a. Provide proper traffic protection at all times during excess maintenance and restoration. This protection shall comply with Municipal work area traffic control requirements as contained in Pennsylvania Department of Transportation (PennDOT) Specification Publication 408 and supplements thereto and PennDOT Publication 213.
- b. Provide proper environmental and erosion and sedimentation controls in accordance with Publication 408, Section 107
- c. Comply with the requirements of 25 Pa Code Chapter 102, *Erosion and Sediment Control Stormwater Management*, 25 Pa Code Chapter 92a, *National Pollutant Discharge Elimination System Permitting, Monitoring and Compliance*, 25 Pa Code Chapter 105, *Water Obstruction and Encroachment Permitting*; and any other applicable Federal, State or local laws, ordinances or regulations.

- d. Obtain all applicable permits and comply with the conditions included in said permits.
- e. Indemnify, save harmless, and defend (if requested) the Municipality and its officers, agents, and employees, from all suites, actions or claims of any character, same, or description brought for or on account of any injuries, death, or damages received or sustained by any person, persons, or property, during the performance of the work on portion(s) of Municipal highway(s) and appurtenances to be repaired, by or for the USER or its officers, agents, employees, contractors or representatives, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission neglect, or misconduct of the USER or its officers, agents, employees, contractors, or representative, during the performance of the work.
- f. Provide evidence to the Municipality if public liability insurance for bodily injury and property damage in the minimum amounts of \$500,000 each person, \$1,000,000 each occurrence. The insurance policy shall cover any loss that might occur during the performance of any excess maintenance or restoration by the USER, or its officers, agents, employees, contractors or representatives. The Municipality shall be named as an additional insured on the certificate of insurance. A copy of the certificate of insurance shall be attached to this Agreement as an Exhibit. This insurance shall neither be changed nor cancelled without forty-five (45) days advance written notice of such change or cancellation. This advance notice of change or cancellation shall be forwarded to Borough of Conneaut Lake located at 395 High St., Conneaut Lake, PA 16316.
- g. Promptly perform excess maintenance or restoration as needed. If the Municipality determines that the USER is not maintaining or restoring the portion(s) of Municipal highway(s) and appurtenances to the level agreed to in Paragraph 3 (above), the Municipality will notify the USER in writing of the determination and the USER shall promptly perform the required excess maintenance or restoration.
- h. If the USER fails to perform the excess maintenance or restoration promptly after receipt of notice, the Municipality may, in its discretion:
 - i. Rescind the USER'S permission to perform excess maintenance and restoration, and to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any municipal highway(s) until necessary excess maintenance and restoration are satisfactorily performed or costs thereof are paid.
 - ii. Maintain or restore the portion(s) of Municipal highway(s) and appurtenances with the USER reimbursing the Municipality for all costs.
 - iii. Proceed against security provide pursuant to Paragraphs 7 and 12 below.
 - iv. Terminate this Agreement.
 - v. Any or all of the above.

Security

7. To secure the performance of the USER'S obligations, the USER shall execute and deliver to the Municipality the following type(s) of security in the amounts as indicated:

- a. Irrevocable Letter of Credit.
- b. Performance Bond
- c. Other Security Acceptable to the Municipality. (Specify Type) _____

Security option(s) Insurance Bond in the total amount of \$ _____ has (have) been agreed to.

This Agreement, together with the type(s) of security provided, may be filed in the appropriate prothonotary's office or other registry in a manner at such time and frequency as the Municipality deems appropriate. The USER shall pay the costs of such filings.

A copy of security(ies) shall be attached to this Agreement as an Exhibit(s).

Liability of USER

8. The USER shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement. The USER'S liability shall not be limited to the total amount of security shown in Paragraph 7 (above).

Termination

9. The USER and the Municipality retain the right to terminate their future obligations under this Agreement at any time by submitting a written notice of intent to terminate. As soon as possible after receipt of such notice, the municipality and the USER'S representatives shall inspect the Municipal highway(s) and appurtenances. The Municipal highway(s) and appurtenances, if Paragraph 6 OPTION B was elected, shall be restored to a level consistent with that agreed to in Paragraph 3 (above). Restoration shall be performed by the party(ies) agreed to in Paragraph 6 (above). Thereupon this Agreement shall be terminated and of no further force or effect and all security delivered to the Municipality by the USER shall be released.

Revocation of Permit

10. The Municipality may revoke the USER'S permit and may pursue whatever legal remedies it deems proper, if it determines, in its discretion, that the USER is not in compliance with any provision of this Agreement. In the event the USER has concluded its operations on any or all portions of the highway(s) covered by this Agreement, the Municipality may, in its discretion, revoke the USER's permit(s) to operate on any highway under any other similar Agreement.

Closing of Municipal Highways

11. This Agreement shall not prohibit the Municipality from closing a highway or bridge to any vehicle or combination in excess of a specific weight, if such closing is authorized by law and is necessary for safety, or is a temporary closing due to climatic conditions or an act of God or war.

Additional Security and Termination

12. In addition to the Municipality's right of termination set forth above, the Municipality shall have the right to place additional security upon that date the Municipality determines, in its discretion, that the aggregate amount of damage to the Municipal highway(s) exceeds 75% of the face amount of the security furnished. If additional security is required, it shall be retained by the Municipality until all excess maintenance and restorations have been completed. Failure to provide such additional security as is required shall constitute a breach of this Agreement.

Non-waiver

13. The failure by the Municipality to require performance by the USER of any provision of this Agreement shall not affect the Municipality's right to require performance at a time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default, or a waiver of the provision itself.

Severability

14. If any provisions of this Agreement are held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Effective Date

15. The effective date of this Agreement shall be the date upon which the on-site inspection document is signed by the USER and the Municipality. The effective period of this Agreement shall continue from its effective date until the date of its termination as provided for herein.

Application Fee

16. An application fee in the amount of **\$50.00** shall be paid to the municipality prior to issuance of the Agreement.

Check # _____ Payee _____

BOROUGH OF CONNEAUT LAKE, CRAWFORD COUNTY

Print Name: _____ Title: _____

Signature: _____ Date: _____

USER

Print Name: _____ Title : _____

Signature: _____ Date: _____