

**SOUTH SHENANGO TOWNSHIP
EXCESS MAINTENANCE AGREEMENT**

Regarding Excess Weight Permit # _____ **Date:** _____

PARTIES:

South Shenango Township, Crawford County, Pennsylvania, a Municipal Corporation
(hereinafter "Township")

AND

Excess Weight Permit holder identified below (hereinafter referred to as "Permittee").

(Identify the Permittee in spaces above by name, address, contact person and telephone number.
If a corporate entity, provide corporate name and name of responsible officer.)

Background

Permittee desires to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions over and across portions of Township Roads which have posted weight limits under authority of the South Shenango Township Road Weight Limit Ordinance for the following purposes:

The Township is willing to permit the movement of Permittee'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 Permittee in favor of the Township to cover the cost of repairs and restoration necessitated by use of over-posted-weight vehicles in accordance with the terms, conditions, and provisions hereinafter contained in this Agreement, the requirements of the South Shenango Township Road Weight Limit Ordinance, and the applicable provisions of the Pennsylvania Vehicle Code and Pennsylvania Department of Transportation regulations.

Agreement

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

1. **Permittee and Vehicle Identification.** Permittee is a/an

- Individual person
 - Corporation
 - Other (please describe) _____
-

that owns, leases, or has possession or control over the following overweight vehicles that are to be used on the roads identified below. The overweight vehicles to be used will be the following (identify by manufacturer, model, state of registration, registration number, license plate number, weight classification, color, titled owner, and maximum weight when loaded):

A.

B.

(Use a separate page for additional vehicles.)

If a Type 2 permit is being issued, Permittee shall provide current information to the Township about the persons owning and operating overweight vehicles under the permit.

No other overweight vehicles of Permittee will be permitted on these roads unless the Township has been provided with the information in writing about the other vehicles.

2. **Permission to Move Vehicles.** Permittee is being issued a Type _____ Excess Weight Permit, whereby Permittee shall be allowed to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions on the portion(s) of Township Roads indicated below, subject to all provisions of the Pennsylvania Vehicle Code, as amended, the applicable Pennsylvania Department of Transportation regulations, and the South Shenango Township Road Weight Limit Ordinance.

Twp. Road No. and Name	Location From and To	Time From and To	Type of Road Surface
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3. **Responsibility and Liability of Permittee.** Permittee shall be responsible for excess maintenance which is maintenance or restoration or both (but not betterment) of a posted road in excess of normal maintenance and caused by the use of over-posted-weight vehicles on such road. For purposes of this Agreement, the term road shall mean roadways and bridges including cartways, shoulders, drainage facilities and all improvements within the right-of-way, and appurtenance shall mean the property lying within the right-of-way of a Township Road such as shoulders and drainage facilities, together with any improvements placed within this right-of-way. Permittee shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement. Permittee shall not be responsible for normal maintenance costs. Permittee shall have no obligation for maintenance to remedy damage resulting from washout, landslide or act of God, or removal of snow and ice.
4. **Standard Road Maintenance.** The Township Roads described in Paragraph 2 above and appurtenances shall be maintained and restored to a level consistent with the cross-section identified as "Type _____." A copy of the cross-section(s) shall be attached to this Agreement as a schedule.
5. **On-Site Inspection.** In order to determine the condition of the portion(s) of Township Road(s) and appurtenances, an on-site field inspection shall be made jointly by the Township and Permittee. Photographs shall be taken and a memorandum prepared describing the condition of the Township Road(s) and appurtenances, together with the nature and extent of any repairs needed to correct any existing damage for which Permittee will not be liable. The memorandum and photographs shall be incorporated as an exhibit as part of this Agreement. All costs of this inspection shall be paid by Permittee.

6. **Joint Use.** In the event more than one over-posted-weight permittee makes use of the Township Roads described in Paragraph 2 above, Permittee shall either (a) execute an amendment to this Agreement wherein Permittee shall agree to participate in maintenance and restoration and costs associated therewith in some proportion as may be agreed upon by the various permittees, or (b) upon failing to agree to a proration of such responsibility within a reasonable time, shall be liable to the Township for excess maintenance costs as the Township shall determine and assess on a proportional basis among the various permittees, from time to time.
7. **Performance of Maintenance and Restoration.** Maintenance and restoration shall be performed in accordance with Paragraph _____ below.
 - A. By the Township and/or a contractor selected by the Township through its prescribed procedures. The maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 4. The work shall be in conformance with Township's specification and requirements, and shall be supervised and inspected by Township personnel. Permittee agrees to reimburse the Township for all costs incurred.
 - B. By Permittee and/or its contractor. The maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 4. The work shall be in conformance with Township specifications and requirements. Any maintenance or restoration associated with bridges shall be specifically developed in a memorandum by the Township and directed to Permittee for completion. The Township shall determine, in its sole discretion, whether the maintenance and restoration are satisfactory. The Township reserves the right to monitor or direct any maintenance or restoration. Permittee shall reimburse the Township for any expenses so incurred.
8. **Requirements for Restoration by Township.** If the Township is responsible for maintenance and restoration in accordance with Paragraph 7A, then:
 - A. The Township shall repair said road as frequently as deemed advisable to the Township Supervisors. Permittee shall pay or reimburse the Township for all costs of the repairs.
 - B. If, for best results, repair or restoration work should be delayed, the Township may invoice the Permittee for the estimated cost of repairs using actual average maintenance contract prices for similar work in the vicinity as documented by the Township. These estimated costs shall be computed for all damages noted on the inspection report and shall be paid by Permittee.
9. **Requirements for Restoration by Permittee.** If Permittee is responsible for maintenance and restoration in accordance with Paragraph 7B, then:

- A. Permittee shall perform excess maintenance or restoration as needed, and in accordance with a plan for making the repairs and restoration which shall be submitted to the Township and be acceptable to the Township. No work shall be done until a plan has been approved by the Township.
- B. Permittee or Permittee's contractor shall give notice to the Township at least three (3) days before the work begins.
- C. Permittee shall provide proper traffic protection at all times during maintenance and restoration. This protection shall comply with applicable work area and traffic control requirements.
- D. Permittee shall provide evidence to the Township of liability insurance for bodily injury and property damage in the minimum amounts of \$300,000 each person, \$1,000,000 each occurrence. The insurance policies shall cover any claim that may arise out of the performance of any maintenance or restoration by Permittee, its officers, servants, agents, employees, contractors or representatives. The Township shall be named as an additional insured. A copy of the certificate of insurance shall be attached to this Agreement as an Exhibit. This insurance shall neither be changed nor canceled without thirty (30) days advance written notice to the Township of such change or cancellation.
- E. Permittee shall and agrees to indemnify, save harmless and defend (if requested) the Township, its officers, agents and employees, from all suits, actions or claims of any character, name or description brought for or on account of any injuries, death or damages sustained by any person, persons or property, as a result of the performance of the work on a Township Road and appurtenances, by or for Permittee, its officers, servants, 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 Permittee, its officers, servants, agents, employees, contractors or representatives, relating to the performance of the work.
- F. If the Township determines that Permittee is not properly maintaining or restoring the portion(s) of Township Road(s) and appurtenances, the Township will notify Permittee, in writing, of the determination and Permittee shall promptly perform the required maintenance or restoration.
- G. If Permittee fails to perform the maintenance and restoration promptly after receipt of notice, the Township may, in its discretion, **(a)** rescind Permittee's permission to perform maintenance and restoration, and to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across the Township Road(s); **(b)** maintain or restore the portion(s) of Township Road(s) and appurtenances in which event Permittee shall reimburse the Township for all costs so incurred; **(c)** terminate this Agreement; or **(d)** proceed in any other manner permitted by law to collect the amounts due.

10. **Permittee's Obligation for Township Costs.** Permittee agrees to reimburse the Township for all costs reasonably incurred by the Township in performing any maintenance or restoration resulting from the Permittee's use of the road. Payments shall be made by Permittee to the Township within 30 days from the date of invoice. If the Permittee fails to make the payments, the Township may, in its discretion, (a) rescind Permittee's permission to perform maintenance and restoration, and to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across the Township Road(s); (b) terminate this Agreement; (c) proceed against security provided pursuant to this Agreement to recover amounts due; or (d) proceed in any other manner permitted by law to collect the amounts due.

11. **Security.** To secure the performance of Permittee's obligations, Permittee shall execute and deliver to the Township the following type(s) of security in the amounts as indicated:

- | | | |
|----|------------------------------|----------|
| A. | Performance Bond | \$ _____ |
| B. | Certified Check | \$ _____ |
| C. | Cashier's Check | \$ _____ |
| D. | Bank Account | \$ _____ |
| E. | Irrevocable Letter of Credit | \$ _____ |
| F. | Escrow Agreement | \$ _____ |
| G. | Other | \$ _____ |

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

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

12. **Liability of Permittee.** Permittee shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement, and Permittee's liability shall not be limited to the total amount of security provided under this Agreement.

13. **Additional Security.** The Township shall have the right to require additional security at the time the Township determines that the aggregate amount of damage to the Township Road(s) exceeds 75% of the face amount of the security furnished. If additional security is required, it shall be retained by the Township 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.

14. **Termination.** Permittee and Township retain the right to terminate their future obligations under this Agreement at any time by submitting a written notice of intent to terminate. After receipt of such notice, the Township's and Permittee's representatives shall inspect the Township Road(s) and appurtenances. Restoration shall be performed

by the responsible party as designated in this Agreement. Upon completion of the maintenance and restoration responsibilities and payment of costs, this Agreement shall be terminated and of no other force or effect, all security delivered to the Township by Permittee shall be released, and the Permit shall be terminated.

15. **Remedies for Violation.** In addition to other remedies as permitted by law, the Township may revoke Permittee's Excess Weight Permit and may pursue whatever legal remedies it deems proper, if it determines, in its discretion, that Permittee is not in compliance with any provision of this Agreement or Permit. In addition to other remedies, the Township shall have the right to refuse to issue new permits if Permittee has failed to comply with the terms and conditions of the Township Road Weight Limit Ordinance, any previous permits, or Excess Weight Agreements, or has outstanding payment obligations to the Township.
16. **Closing of Township Roads.** This Agreement shall not prohibit the Township from closing a road 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 act of God. In addition, Permittee agrees that Township may limit Permittee's use of roads during periods of soft roads, seasons or periods of thaw, and unusually wet weather.

SOUTH SHENANGO TOWNSHIP

By: _____
Supervisor

ATTEST:

Secretary

PERMITTEE

By: _____
Title:

ATTEST:

SOUTH SHENANGO TOWNSHIP
EXCESS WEIGHT PERMIT FOR POSTED ROADS

Permit No.: _____

Permit Type: _____

Permittee Is: _____

Identification of Vehicles Subject to Permit: _____

Township Road No.: _____

From: _____ To: _____

Permission is hereby granted for movement of vehicles in excess of _____ tons over the subject road(s), subject to the following conditions:

This permit is not valid until signed by the South Shenango Township Secretary or authorized representative.

Signature of Permittee or
Authorized Representative

South Shenango Township Secretary

Expiration Date

THIS PERMIT IS NOT TRANSFERABLE. This Permit must be carried in each unit.

**South Shenango Township
On-Site Inspection
Memorandum**

Permit #: _____

Township Road #: _____

Date: _____

SOUTH SHENANGO TOWNSHIP

By: _____

PERMITTEE

By: _____
Title: _____