

BENEZETTE TOWNSHIP HEAVY HAULING PERMIT AGREEMENT

AGREEMENT NUMBER: _____
DATE: _____
PERMIT TYPE: _____

\$150.00 Permit Fee

USER: _____ CONTACT PERSON: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX: _____ USER FID# OR SS#: _____

JOB SITE OR ORIGIN: _____

DESTINATION: _____

Will any type of work be involved to access Benezette Township Highway? (i.e.: landings) _____

If yes, describe: _____

Township Road Occupancy Permit Number: _____

Number of vehicles to travel posted roads: _____

Vehicle Make or Model

Registration Number (License Plate)

Truck # 1 _____

Truck # 2 _____

Truck # 3 _____

Truck # 4 _____

DEFINITIONS

USER means that user who signs and executes this Agreement; as well as any agent and/or contractor acting in the USER's behalf.

APPURTENANCE means property lying within the right-of-way of a highway, together with any improvements placed within this right-of-way. The Township's right-of-way extends twenty-five (25) feet in both directions perpendicular from the centerline of the established cartway.

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

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

EXCESS MAINTENANCE means maintenance and/or restoration in excess of normal maintenance of a posted highway caused by the usage of over-posted-weight vehicles.

NORMAL MAINTENANCE means 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 a Heavy Hauling Permit issuance.

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

BACKGROUND

The USER in the conduct of its business makes use of the portions of Municipal Highway(s) which are under the jurisdiction, maintenance, and control of the Benezette Township.

Pursuant to the provision of Section 4902 of the "Vehicle Code", Act of June 17, 1976, P.L. 162, as amended Benezette Township has posted a ten (10) ton gross weight restriction on all of these Township Highways.

- Local Deliveries shall be exempt for total loads of 10 trucks or less. Any local deliveries with more than the 10-vehicle limit will be handled on a case-by-case basis by the Board of Supervisors.
- All commercial activity must contact the Benezette Township office before hauling begins. Enforcement will be handled by Pennsylvania State Police.

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.

Benezette Township, pursuant to Chapter 189 of the Regulations, is willing to permit the movement of the 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 Benezette Township to cover the cost of repairs and restoration necessitated by the movement in accordance with terms, conditions, and provisions hereinafter contained in this Agreement.

AGREEMENT

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

Permission to Move Vehicles

- 1) Benezette Township will permit the USER to move vehicles or combinations, together with loads, in excess of ten (10) ton posted gross weight restrictions on the portion(s) of the Municipal Highways indicated below, subject to all provisions of the Pa. Vehicle Code, Act of June 17, 1976, P.L. 162, as amended herein.

TOWNSHIP HIGHWAY

FROM

TO

On-Site Inspection

- 2) When requested by the USER, the USER and Benezette Township agree that, in order to determine the condition of the portion(s) of the Municipal Highways(s) and all appurtenances an on-site field inspection shall be made jointly by Benezette Township and the USER. When any inspection is performed, either

by the request of the USER or independently by Benezette Township personnel, photographs, and/or video tapes shall be taken and a memorandum prepared describing the condition of the Municipal Highway(s) and appurtenances together with the nature and extent of any repairs needed to correct any pre-existing damage for which the USER will not be held liable. The memorandum, inspection reports, video tape and/or photographs shall be incorporated as an exhibit and deemed part of this Agreement.

Maintenance Not Covered

- 3) The USER's responsibility shall only extend to excess maintenance. The USER shall have no obligation for maintenance to remedy damage from washout, landslide or other act of God for removal of snow or ice.

Performance of Maintenance and Restoration

- 4) The Benezette Township Municipal Road Department and/or a contractor selected by the Benezette Township Board of Supervisors, through their prescribed procedures, shall perform all excess maintenance and/or restoration on all Benezette Township Highway(s) and appurtenances with the USER reimbursing Benezette Township for all costs associated with such maintenance and/or restoration of the posted highway(s).

The USER and/or its contractor(s) will have the initial opportunity to perform minor maintenance and/or restoration to Township Highway(s). The maintenance and restoration shall be in conformance with Benezette Township's Requirements and shall be supervised and inspected by Benezette Township Personnel. The Benezette Township Municipal Road Department shall be notified before the USER starts any activity within the Benezette Township Right-of-way.

The maintenance and/or restoration associated with any Benezette Township bridge shall be specifically developed in a memorandum by Benezette Township and/or the Township's engineer. ALL work for maintenance and/or restoration associated with any Benezette Township bridge shall be completed by Benezette Township or a contractor selected by Benezette Township. The USER shall reimburse Benezette Township for any and all costs associated with excess maintenance and/or restoration of any bridge damaged by the USER.

In the event the USER (or their heirs or assigns) shall fail to pay for or reimburse Benezette Township for all costs or expenses associated with the repair and/or maintenance of any Highway or appurtenance, then Benezette Township shall have the right to either sue the USER for reimbursement of its costs, or to cause a lien to be placed on the USER in the amount of said expense. The USER shall pay all litigation costs to Benezette Township including Attorney fees.

The USER, for themselves, their heirs, administrators, executors, successors and assigns, shall at all times hold Benezette Township harmless from any claims, suits, legal expenses or judgements which may be brought against Benezette Township or against any Benezette Township officials and employees and/or against any of their successors in title for any adverse conditions or events indirectly and directly related to the movement of over-posted-weight vehicles on any Benezette Township highway as to agreed to within this Agreement.

Security

- 5) To secure the performance of the USER's obligations, the USER shall execute and deliver to Benezette Township an acceptable security in the amount of \$ _____. A copy of the security shall be attached to this Agreement.

Liability of USER

- 6) The USER shall be eligible for all costs of excess maintenance and/or restoration and any and all expenses incurred by Benezette Township pursuant to this Agreement. The USER's liability shall not be limited to the total amount show in paragraph 5, above.

Termination

- 7) The USER and Benezette Township retain the right to terminate their future obligations under this Agreement at any time by submitting a notice of intent to terminate. As soon as possible after the receipt of such notice, Benezette Township and the USER's representative shall inspect the Municipal Highway(s) and appurtenances. Thereupon this Agreement shall be terminated and of no further force or effect and all security delivered to Benezette Township by the USER shall be released.

Revocation of Permit

- 8) Benezette Township may revoke the USER's Heavy Hauling Permit and may pursue whatever legal action it deems proper, if it determines, in its discretion, that the USER is not in compliance with any provision of this Agreement.

Closing of Township Highways

- 9) This Agreement shall not prohibit Benezette Township from closing a road, 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, including by not limited to spring thaw, or any act of God.

Traffic Control

- 10) It is the responsibility of the USER to erect a sign stating "Heavy Truck Traffic Ahead" or a similar instrument to notify local traffic of the heavy hauling activity. Such a notice or sign shall be placed or erected at the entrances and exits from the Township highway system. The USER shall provide traffic control at any location, as determined by Benezette Township, which may block, restrict or interfere with the normal flow of local traffic. These requirements may be waived by Benezette Township if the Heavy Hauling Permit is valid for a period of less than one week or other justifiable reasons.

Effective Date

- 11) The effective date of this Agreement shall be the date which the on-site inspection memorandum is signed by the USER and the Benezette Township Representative. If the on-site inspection is waved, the effective date shall be the date in which the Heavy Hauling Permit is issued to the USER by Benezette Township. The effective date period of this Agreement shall continue from its effective date until the date of its termination as provided herein.

Addition Security Termination

- 12) In accordance to Benezette Township's right of termination set forth above, Benezette Township shall have the right to terminate this Agreement upon that date Benezette Township determines, in its discretion, that the agreement amount of damage to the Township roads, highways, bridges, and appurtenances exceed 75% of the face amount of the security furnished.

Attest:

SEAL

BENEZETTE TOWNSHIP

BY: _____

Chairman, Board of Supervisors

OR

Benezette Twp. Code Administrator

Attest:

SEAL

USER: _____

BY: _____