

**PERMIT APPLICATION – OVER-POSTED WEIGHT HAULING PERMIT
BRIGHTON TOWNSHIP, BEAVER COUNTY, PENNSYLVANIA**

APPLICATION NO. _____ DATE RECEIVED: _____

1. APPLICANT _____

3. NAME/ADDRESS OF USER: _____ NAME/ADDRESS OF CONTRACTOR OR OTHER: _____

4. TELEPHONE NO. _____ TELEPHONE NO. _____

5 Application is made for authorization to exceed the posted gross weight restrictions on portions of Township highways listed below:

<u>STREET/ROAD</u>	<u>FROM/TO</u>	<u>DURATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Nature of activity for which the Over-Posted Weight Hauling Permit is requested:

7. Provide evidence to the Township of public liability insurance for bodily injury and property damage in the minimum amounts of \$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 Township 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 days advance written notice of such change or cancellation. This advance written notice of change or cancellation shall be forwarded to Brighton Township located at 1300 Brighton Road, Beaver, PA 15009.

8. Vehicles(s) and/or Equipment to be operated/moved under this Permit is and/or are as follows:

READ, UNDERSTAND AND COMPLY WITH THE FOLLOWING NOTICES

NOTICE: If such public road or street is under the jurisdiction of the Commonwealth of Pennsylvania, you must obtain a Highway Occupancy Permit pursuant to Act No. 428 of 1945, as amended, known as the "State Highway Law"; Application for such Highway Occupancy Permit as to a Commonwealth road or street must be made to, with and processed by the Pennsylvania Department of Transportation. If such road or street is under the jurisdiction of Brighton Township, you must apply for and obtain a Driveway Permit from the Township.

STATEMENTS AND VERIFICATION BY APPLICANT

I do hereby agree to observe and adhere to any and all provisions of the Brighton Township Code, and do further agree and understand that my failure to do so shall constitute a violation as to any Permit issued per this Application, which violation shall cause any Permit to become Null and Void, and revocable by Brighton Township.

I/We hereby certify that as applicants, owners, contractors, agents or others that I/we completed and read the foregoing Application and that the information and statements in this application and other representations contained in this application and are true and correct to the best of our knowledge and belief. This statement and verification are made subject to the penalties of 18 PA.C.S.A. Section 4904 relating to unsworn falsifications to authorities, which provides that if I/we knowingly make false statements or averments, I/we may be subject to criminal penalties. I/We hereby authorize representatives of the township to make the required inspections upon the property to verify that the activity requested under this application complies with the Brighton Township Code or other applicable codes.

If applicant is Contractor or Agent of Owner, he/she hereby certifies that he/she has the authority to act on behalf of the Owner.

OWNER(S) _____ DATE _____

CONTRACTOR OR AGENT _____ DATE _____

FEE IN THE AMOUNT OF \$ _____ SUBMITTED HEREWITH.

APPROVED: _____
Township Manager

DATE: _____

BRIGHTON TOWNSHIP

1300 Brighton Road

Beaver, PA 15009

Excess Maintenance Agreement No. _____

MADE AND ENTERED into this _____ day of _____, 20____ by
and between:

TOWNSHIP OF BRIGHTON, a municipal subdivision of the Commonwealth of
Pennsylvania, situate in Beaver County, Pennsylvania, and hereinafter referred to as
"Township", and

Company: _____

Address: _____

Phone: _____

Name: _____

Title: _____

DEFINITIONS:

USER: means that user who signs and executes this Agreement.

TOWNSHIP: means Brighton Township acting through their Municipal Officials.

APPURTENANCE: means the property lying within the right-of-way of a highway, together
with any improvements placed within this right-of-way, including, but not limited to, the
roadway, berms, culverts, under drains, stormwater pipes, ditches and related drainage facilities.

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 for more than 8 feet between supports.

HIGHWAY: means any highway or bridge in 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 or restoration or both (but not betterment) of a posted highway and appurtenances (in excess of normal maintenance) caused by use 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 the inspection.

OVER-POSTED-WEIGHT-VEHICLE: means a vehicle, including tractor & trailer or other combinations, that has a gross weight greater than the posted weight limit.

TYPE 1 PERMIT: - A Type 1 Permit is valid only when carried in the over-posted-weight vehicle. A Type 1 Permit is for long-term use, when significant damage occurs.

TYPE 2 PERMIT: - A Type 2 permit is valid only when conspicuously displayed at the USER'S place of business.

TYPE 3 PERMIT: - A Type 3 Permit is valid only when carried in the over-posted-weight vehicle. A Type 3 Permit is typically a short-term use when minimal damage is expected.

BACKGROUND:

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

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 Township has posted gross weight restrictions on portions of these Township highways.

The USER wishes to move OVER-POSTED-WEIGHT-VEHICLE(S), together with loads, in excess of the posted gross weight restrictions over and across portions of those posted Township highways.

The Township, pursuant to 67 Pa. Code, Chapter 189, is willing to permit the movement of the USER's vehicles or combinations, together with loads, in excess of the posted gross weight restriction, conditioned upon the execution of an approved form of security by the USER in favor of the Township 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 Township will permit USER to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions on the portion(s) of Township highway(s) indicated below, subject to all provisions of the Vehicle Code Act of June 17, 1976 P.L. 162, as amended (75 PaCS) and Pa Code, Chapter 189.

The Township has issued the USER a Type ___ permit to exceed the posted gross weight restrictions on the portions of Township highways identified below, located in Brighton Township, Beaver County, Pennsylvania:

TOWNSHIP HIGHWAY	FROM	TO
_____	_____	_____
_____	_____	_____
_____	_____	_____

Joint Use

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

Responsibility of USER

3. The identified portion(s) of Township highway(s) and appurtenances shall be maintained by the USER at all times to a level consistent with the attached cross-section identified as "Type ___", and these portion(s) of Township highway(s) and appurtenance shall be restored by the USER to a level consistent with the attached cross-section identified as "Type ___". A copy of the cross-section(s) shall be attached to this Agreement as a Schedule and made a part hereof.

The USER'S responsibility shall only extend to excess maintenance and restoration. The non-performance of normal maintenance by the Township shall under no circumstances constitute ground for an offset or credit against any excess maintenance or restoration responsibilities of the USER.

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

On-Site-Inspection

4. The USER and the Township agree that, in order to determine the condition of the identified portion(s) of the Township highway(s) and appurtenances, an on-site field inspection shall be made jointly by the Township and the USER. A memorandum shall be prepared describing the condition of the identified portion(s) of the Township 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. Photographs may also be taken. The memorandum and photographs (if taken) shall be incorporated as an exhibit as part of this Agreement. The USER shall pay all costs of this inspection.

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 _____ below.

OPTION A

The Township's maintenance forces and/or a contractor(s) selected by the Township 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 Township Specifications and shall be supervised and inspected by Township personnel.

The Township may invoice the USER for the estimated cost of repairs using either the latest maintenance contract prices or the Township'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 Township for all estimated costs.

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

- a. Rescind the USER'S permission to move vehicles or combination together with loads, in excess of posted weight restriction over and across any Township highway(s) until payment is made.
- b. Terminate this Agreement.
- c. Proceed against security provided pursuant to Paragraphs 7 and 13 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 Township Specifications. If USER does work he should notify the Township three days in advance of doing the work. Any excess maintenance or restoration associated with bridges shall be specifically developed in a memorandum by the Township and directed to the USER for completion. The Township reserves the right to monitor or direct any excess maintenance or restoration. The USER shall reimburse the Township for any expenses so incurred by the Township.

1. Provide proper traffic protection at all times during excess maintenance and restoration. This protection shall comply with Township work area traffic control requirements as contained in Pennsylvania Department of Transportation (PennDOT) Specification Publication 408 and supplements thereto and Penn DOT Publication 203.
2. Indemnify, save harmless, and defend (if requested) the Township and its officers, agents, and employees, from all suits, actions or claims of any character, name, or description brought for or on account of injuries, death, or damages received or sustained by any person, persons, or property, during the performance of the work on portion(s) of Township 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 representatives, during the performance of the work.
3. Provide evidence to the Township of public liability insurance for bodily injury and property damage in the minimum amounts of \$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 Township 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 days advance written notice of such change or cancellation. This advance

written notice of change or cancellation shall be forwarded to Brighton Township located at 1300 Brighton Road, Beaver, PA 15009.

4. Promptly perform excess maintenance or restoration as needed. If the Township 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 Township will notify the USER in writing of this determination and the USER shall promptly perform the required excess maintenance or restoration.
5. If the USER fails to perform the excess maintenance or restoration promptly after receipt of notice, the Township may, in its discretion.
 - a. 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 Township highway(s) until necessary excess maintenance and restoration are satisfactorily performed or costs thereof are paid.
 - b. Maintain or restore the portion(s) of Township highway(s) and appurtenances with the USER reimbursing the Township for all costs so incurred.
 - c. Proceed against security provided pursuant to Paragraphs 7 and 13 below.
 - d. Terminate this Agreement.
 - e. 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 Township the following type(s) of security in the amounts as indicated:

- | | | |
|----|-------------------------------------|----------|
| A. | Irrevocable Letter of Credit | \$ _____ |
| B. | Certified Check | \$ _____ |
| C. | Cashier's Check | \$ _____ |
| D. | Bank Account | \$ _____ |
| E. | Certificate of Deposit (Cash Value) | \$ _____ |
| F. | Security Agreement | \$ _____ |
| G. | Escrow Agreement | \$ _____ |
| H. | Performance Bond | \$ _____ |
| I. | Other | \$ _____ |

Security option(s) _____ 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 and at such time and frequency as the Township deems proper. The USER shall pay costs of such filings.

A copy of the 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 Township 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 Township and the USER'S representatives shall inspect the Township highway(s) and appurtenances. The Township highway(s) and appurtenances if Paragraph 6 Option B was selected, 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). Upon completion of the improvements to the Township's satisfaction this agreement shall be terminated and of no further force or effect and all security delivered to the Township by the USER shall be released.

Revocation of Permit

10. The Township 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 highway covered by this Agreement, and has failed to complete improvements to the Township's satisfaction, the Township may, in its discretion, revoke the USER'S permit(s) to operate on any other highway(s) under any other similar Agreement.

Closing of Municipal Highways

11. This Agreement shall not prohibit the Township 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.

Effective Date

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

Additional Security and Termination

13. In addition to the Township's right of termination set forth above, the Township shall have the right to require additional security at such time as the Township determines, in its discretion, that the aggregate amount of damage to the Municipal highway(s) exceeds 75% of the face amount of the security finished. 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.

Attest:

Brighton Township

Title:
(SEAL)

By: _____
Title:

Attest:

USER

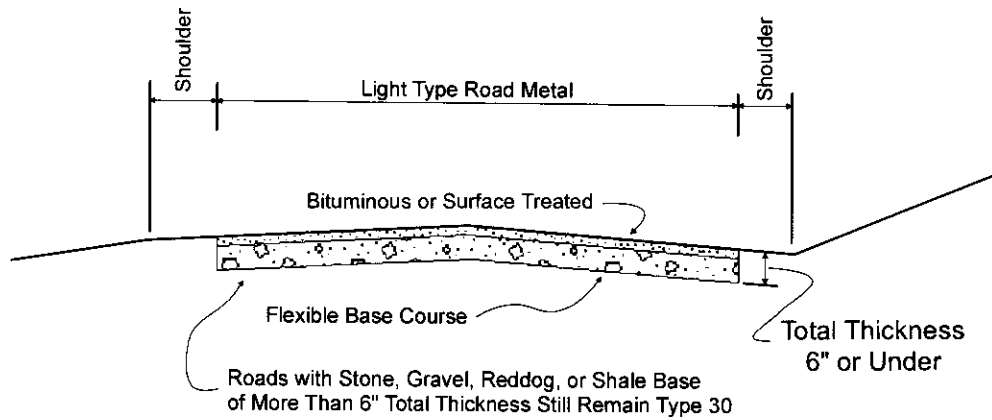
Title:
(SEAL)

By: _____
Title:

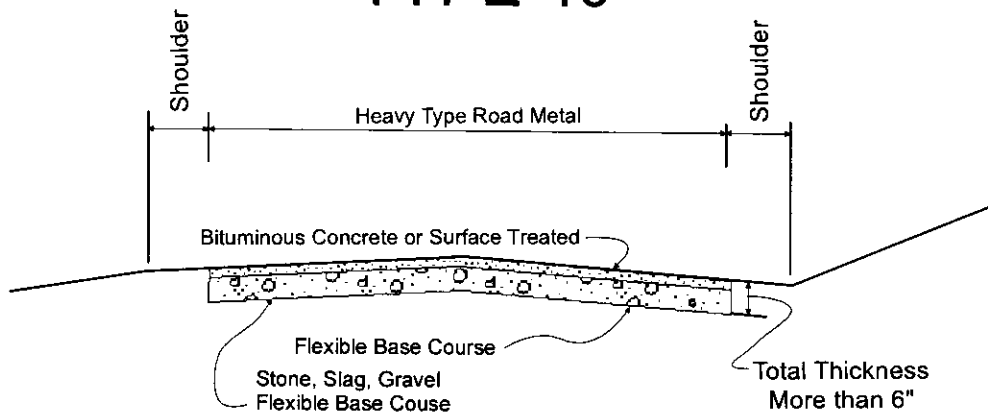
Date

By: _____
Date

TYPE 30



TYPE 40



DANIEL C. BAKER ASSOCIATES, INC. CONSULTING ENGINEERS, SURVEYORS AND PLANNERS 6656 TUSCARAWAS ROAD BEAVER, PENNSYLVANIA 15009	Date:	06/05/2011
	Scale:	NTS
	Dwg. No.:	
	File:	02391/GIS
	Sheet:	ONE

Road Cross-Sections
Excess Maintenance Agreement
 Prepared for
TOWNSHIP OF BRIGHTON
 County of Beaver, Pennsylvania

APPENDIX

CERTIFICATE OF INSURANCE

INSURED – NAME & ADDRESS:

COMPANIES AFFORDING COVERAGES: _____

AGENCY: _____

This is to certify that:

- (a) the policies of insurance listed below have been issued to the Insured named above and are in force at this time: and,
- (b) these policies provide public liability insurance for bodily injury and property damage in the minimum amounts of \$1,000,000 each occurrence as required in Excess Maintenance Agreement No. _____, Paragraph 6 (B) (3), executed by the Insured and Brighton Township; and,
- (c) these policies will not be cancelled before the expiration date unless (45) days advance notice of such intention to cancel is delivered to Brighton Township, 1300 Brighton Road, Beaver, PA 15009 and,
- (d) Brighton Township is named as an additional insured in these policies. Certificated of insurance giving evidence of this coverage is to be sent to Brighton Township – ATTN: Township Manager, 1300 Brighton Road, Beaver, PA 15009.

POLICY NUMBER(S): _____

POLICY EXPIRATION DATE(S): _____

DESCRIPTION OF OPERATIONS:

Moving of Vehicles or Combinations in Brighton Township and/or the Performance of highway maintenance in Brighton Township on Township Highway(s): as set forth in Paragraph 1, Permission to Move Vehicles, of the Excess Maintenance Agreement No. _____, executed by the Insured and Brighton Township.

CERTIFICATE HOLDER is included as an Additional Insured.

DATE ISSUED: _____

Authorized Representative