

ELK TOWNSHIP SUPERVISORS

3794 Cole Hill Rd. STE 1 Russell, PA 16345
814-757-5818 Office 814-757-5818 Fax
814-757-9361 Maintenance Bldg.

**APPLICATION FOR OVERWEIGHT VEHICLE
TRAVEL PERMIT PURSUANT TO ELK TOWNSHIP
ORDINANCE NO. 56 Adopted January 30, 2002**

I hereby submit application to Elk Township for an overweight vehicle travel permit stating that the following information is true and correct:

NAME OF APPLICANT: _____

ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

EMAIL: _____

MUNICIPAL ROADS AND BRIDGES TO BE TRAVELED: _____

CARGO TO BE CARRIED: _____

MAXIMUM GROSS WEIGHT OF VEHICLE WITH CARGO: _____

REQUEST THAT PERMIT BE VALID FROM _____ TO _____
(This permit will be good for six (6) months)

VEHICLE'S REGISTRATION NO. - PLATE NO. - MAKE - MODEL & COLOR

Vehicle No. 1 _____

Vehicle No. 2 _____

The application shall also include a copy of all valid local, state, or federal permits, contracts and agreements that are required to be obtained by the operator or owner of the motor vehicle.

Shall be accompanied by a signed "EXCESS MAINTENANCE AGREEMENT" which inter alias, obligates the permittee to make repairs of damages caused to the roads or bridges by the permittee's activities.

APPLICANT FEE IS: (Updated by Resolution 6-2022) TYPE 1 PERMIT \$100.00 ADDITION VEHICLE \$10.00
TYPE 2 PERMITS: \$250.00

A PERFORMANCE BOND of \$6,000 / per mile must accompany this application.

SIGNATURE OF APPLICANT _____ DATE: _____

Mail to: Elk Township, 3794 Cole Hill Rd. STE 1, Russell, PA 16345
Email: Secretary@elktwp.com

ELK TOWNSHIP
EXCESS MAINTENANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20 ____,

By and between ELK TOWNSHIP, sometimes hereinafter referred to as "TOWNSHIP,"

AND

_____ sometimes hereinafter referred to as "USER."

WHEREAS, the User in the conduct of its business makes use of portions of highways which are under the jurisdiction, maintenance and control of the Township; and

WHEREAS, pursuant to the provisions of Section 4902 of the Pennsylvania Motor Vehicle Code, as amended, the Township has posted gross weight restrictions on roads, highways and bridges located within the Township's jurisdiction; and

WHEREAS, the User wishes to move vehicles or combinations, in excess of the posted gross weight restrictions, over and across portions of these posted Township highways; and

WHEREAS, the Township is willing to permit the movement of User's vehicles or combinations in excess of the posted gross weight restrictions conditioned upon and in accordance with the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties, intending to be legally bound hereby, agree for themselves, their successors and assigns, as follows:

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1. **DEFINITIONS**

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

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 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 means the usual and typical activities necessary to maintain the roadway, shoulder, drainage facilities, and other appurtenance in the state of repair existing at the date of the inspection.

Over-Posted Weight Vehicle means a vehicle or combination having a gross weight in excess of a posted weight limit.

Township means Elk Township, Warren County, Pennsylvania.

User means the user who signs and executes this Agreement.

2. **PERMISSION TO MOVE VEHICLES**

The Township will permit the User to move vehicles or combinations in excess of the posted gross weight restrictions on the portions of Township's highways indicated below subject to all provisions of the Pennsylvania Motor Vehicle Code, regulations adopted there under and all applicable Township Ordinances. The Township has issued a permit to exceed the posted gross weight restrictions on the portions of Township's highways identified below:

<u>Township Highway</u>	<u>From</u>	<u>To</u>
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3. **JOINT USE**

Because more than one (1) User may make use of the portion(s) of Township's highways described in the preceding paragraph, the User shall report to the Township the amount of tonnage transported by user over each portion of Township's highways. The User agrees to make said reports on a monthly basis. The Township may assess and proportion in its own discretion, the maintenance and restoration costs among the Users on a periodic basis or upon the termination of this Agreement. In the event that the User shall fail to submit the tonnage reports as above recited, the Township may assess all maintenance and restoration costs to the User that fails to submit tonnage reports.

4. **RESPONSIBILITY OF USER**

The portions of Township's highways referenced above together with the associated appurtenances shall be maintained to a level consistent with the quality existing immediately prior to the issuance of the permit to the User. The User's responsibility shall extend only to excess maintenance and restoration. However, the non-performance of normal maintenance by the Township shall under no circumstance constitute grounds for an offset or credit against any excess maintenance or restoration responsibilities of the User.

5. **ON-SITE INSPECTION**

The User and the Township agree that, in order to determine the condition of the portion(s) of the Municipal highway(s) and appurtenances, an on-site field inspection shall be made jointly by the Township and the User prior to or at about the time of permit issuance. A memorandum shall be prepared describing the condition 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, video tapes and other records may also be taken. Said photographs, video tapes and other records may also be taken. Said photographs, video tapes and other records (if taken) may be substituted for the memorandum. All costs of this inspection shall be paid by the User. The preceding sentences of this section notwithstanding, it shall be the obligation of the User to arrange for and schedule the on-site field inspection. In the events that no on-site field inspection is made and that there exists a dispute between Township and User as to the condition of the highway at the time of permit issuance, the issue of the condition of the highway shall be deemed to be that asserted by the Township, and the issue shall be resolved in favor of the Township with the User being precluded from submitting any evidence (in any relevant action) as to the condition of the highway at the time of the permit issuance.

6. MAINTENANCE NOT COVERED

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.

7. PERFORMANCE OF EXCESS MAINTENANCE AND RESTORATION

Unless otherwise agreed to in writing, excess maintenance and restoration required in accordance with the terms of this Agreement shall be performed by the Township's maintenance forces and/or a contractor(s) selected by the Township through its prescribed procedures. The Township may invoice the User for the estimated cost of repairs, and the User agrees to reimburse the Township for all estimated costs.

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

- a. Rescind the User's permission to move motor vehicles in excess of the posted weight restrictions over and across any Township highway until payment is made;
- b. Terminate this Agreement;
- c. Commence an action against the User for any available remedy including remedies at law and equity;
- d. Proceed against security (if any) provided pursuant to this Agreement;
- e. Any or all of the above.

8. SECURITY

(Optional based upon the discretion of the Township)

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 \$ _____

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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 the costs of such filings.

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

9. **LIABILITY OF USER**

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 the preceding paragraph.

10. **TERMINATION**

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 shall inspect the Township highway(s) and appurtenances. Maintenance and restoration, or the payment therefore, shall be terminated and of not further force or effect, and all security delivered to the Township by the User shall be released.

11. **REVOCAION OF PERMIT**

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, the Township may, in its discretion, revoke the User's permit(s) to operate on any other highway(s) under any other similar Agreement.

12. **CLOSING OF MUNICIPAL HIGHWAYS**

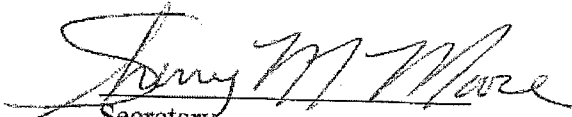
This Agreement shall not prohibit the Township from closing a highway or bridge to any vehicle or combination in excess of a specific weight if such closing is necessary for safety or is a temporary closing due to climatic conditions or an act of God or war.

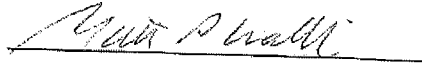
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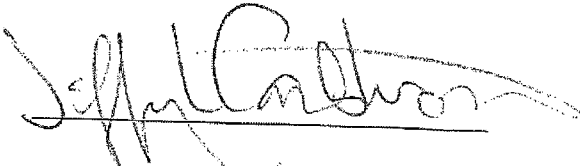
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals the day and year first above written.

ATTEST:

ELK TOWNSHIP SUPERVISORS:


Secretary







WITNESS:

USER:

SECTION 6:

The Supervisors may issue permits for movement of vehicles in excess of the prohibitions and restrictions established hereunder. Applications for a permit shall be made in writing to the Township and shall contain such information as the Township shall require pertaining to the applicant, area of operations and highways to be traveled, and;

- a. Upon specific request by the Township, the application shall also include a copy of all valid local, state or federal permits, contracts and agreements, which are required to be obtained by the operator or owner of the motor vehicle.
- b. Shall be accompanied by a signed "Excess Maintenance Agreement" which, inter alia, obligates the permittee to make repairs of damages caused to the highway by the permittee's activities.
- c. Submit such bond or other collateral acceptable to and in favor of the Township as the Township may require to ensure faithful compliance with the provisions of this Ordinance.

The types of permits issued by the Township are as follows:

A Type 1 permit authorizes use of a particular posted highway or portion thereof by an over-posted weight vehicle. A Type 1 permit is valid only for vehicles for which it is issued.

A Type 2 permit authorizes 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. A Type 2 permit will be issued only upon request of the permittee, and if the Township determines that it is not feasible to issue a Type 1 permit for each vehicle. For example, a Type 1 permit may not be appropriate when numerous over-posted weight vehicles must haul to and from the place of business of the applicant.

SECTION 7:

Applicants applying for a Type 1 permit shall pay an application fee of a HUNDRED DOLLARS (\$100.00) FOR THE ABOVE REFERENCED PERMIT. In the event that a single applicant shall, at one time, make application for more than one Type 1 permit, the fee for the second any succeeding applications submitted that date shall be TEN DOLLARS (\$10.00) each. The application fees described in this Section 7 may be raised or lowered by subsequent Resolution of the Township.

The Type 1 permit issued pursuant to this Ordinance is valid only for the vehicle described in that Type 1 permit, and the Type 1 permit so issued shall be carried in said motor vehicle at all times during which it shall be operated within the jurisdiction of the Township.

SECTION 8:

Applicants applying for a Type 2 permit shall pay an application fee of TWO HUNDRED FIFTY DOLLARS (\$250.00). The Type 2 permit will be valid only for the areas of operation designated thereon. The permittee under a Type 2 permit shall be authorized to make photocopies of said permit for distribution to vehicles operating under said permit. The permittee under a Type 2 permit shall notify the Township of the names of all companies or individuals to whom the permittee has issued a photocopy of the Type 2 permit and authorized use of the Type 2 permit; the permittee shall also notify the township of the number of such photocopies issued and any change thereto. **AN OVER-POSTED WEIGHT VEHICLE LSHALL ONLY BE AUTHORIZED TO OPERATE UNDER A TYPE 2 PERMIT IF THE TYPE 2 PERMIT IS CARRIED IN SAID MOTOR VEHICLE AT ALL TIMES DURING WHICH IT SHALL BE OPERATED WITHIN THE JURISDICTION OF THE TOWNSHIP AND IF THE OWNER OR OPERATOR OF SAID OVER-POSTED WEIGHT VEHICLE IS SHOWN AS AN AUTHORIZED COMPANY OR INDIVIDUAL ON THE LIST PROVIDED BY THE PERMITEE TO THE TOWNSHIP.**

The application fee described in this Section 8 may be raised or lowered by subsequent Resolution of the Township.

SECTION 9:

Any person, firm or corporation operating a vehicle or combination of vehicles upon a Township highway or bridge in violation of a prohibition or restriction imposed under this Ordinance or subsequently adopted resolution shall, upon conviction of summary proceedings, be sentenced to pay a fine of SEVENTY-FIVE DOLLARS (\$75.00) for each violation, plus ONE HUNDRED FIFTY DOLLARS (\$150.00) for each 500 pounds or a part thereof in excess of 3,000 pounds over the maximum allowable weight. In default of payment of the fine, said persons shall be sentenced to ten (10) days in jail.