

**WEST MEAD TOWNSHIP  
EXCESS MAINTENANCE AGREEMENT**

**Regarding Excess Weight Permit #** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARTIES:**

**West Mead 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 or on attached page, 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 the West Mead Township Road Weight Limit Ordinance for the following purposes:

The Township shall permit the movement of Permittee's vehicles or combinations, together with loads, in excess of the posted gross weight restrictions, on Township roads conditioned upon the execution of an approved form of security by Permittee in favor of the Township and compliance with the terms, conditions, and requirements of this Agreement, the West Mead 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, and intending to be legally bound hereby, the 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.

If a Type 1 Permit is being issued, Permittee shall identify the overweight vehicles to be permitted by manufacturer, model, state of registration, registration number, license plate number, weight classification, color, titled owner, and maximum weight when loaded, on a separate page.

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 or users.

Permittee shall promptly notify the Township if it becomes aware of any unpermitted haulers that are exceeding the posted weight limits on the roadways that are the subject of this agreement.

**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 West Mead 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 that is in excess of normal maintenance (but not improvements beyond the state of repair existing at the date of the

initial inspection) that is necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances because of the use of over-posted-weight-vehicles, and in accordance with the Maintenance Plan. 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. The portion(s) of weight restricted roads and appurtenances shall be maintained to a level consistent with the existing state of repair at the *time of* the initial inspection. Preventative Maintenance projects to improve the posted highway beyond the existing state of repair may be performed pursuant with the agreement of the Township. Permittee may be required to provide a Maintenance Plan detailing expected maintenance procedures and related items to be employed by the Permittee and made a part of this agreement as though physically attached. The nonperformance of normal maintenance by the Township shall under no circumstances constitute grounds for an offset or credit against any excess maintenance, preventative maintenance or restoration responsibilities of the Permittee.

4. **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.
5. **Multiple Users.** If more than one Permitted overweight vehicle User seeks to obtain a Type 1 or Type 2 permit to operate overweight vehicles on weight restricted roadways that are the subject of an active permit held by another Permittee, the prospective and current Permittees may agree among themselves as to their relative responsibility for the cost of excess maintenance and each Permittee may then enter into an Agreement with the Township to be billed according to their agreed upon shares. If the Permittees cannot agree upon on their relative responsibility within a reasonable time, the Township shall, from time to time, determine and assess on a proportional basis among the various permittees, each permittee's share of the maintenance and restoration costs and Permittee shall be liable to the Township for such excess maintenance costs so determined and assessed.
6. **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 the Plan. 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 by the Township.

- B. By Permittee and/or its contractor. The maintenance and restoration shall be performed to a level consistent with that agreed to in the Plan. 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.

**7. 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.

**8. 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



this Agreement, to assess damages, confess a judgment, and issue writs of execution and/or attachment, without further notice or process, in favor of the Township, from time to time and in such amounts as determined by the Township. Permittee hereby releases Township or any person acting on behalf of Township from any liability whatsoever related to entering judgment and executing upon said judgment against Permittee. This clause shall not be construed to waive the Permittee's due process rights or any rights under the Administrative Agency Law, 2 Pa. C.S §§ 101-754.

- 11. Liability of Permittee.** Permittee shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement, including but not limited to costs related to inspections, roadway condition surveys and administration costs. Permittee's liability shall not be limited to the total amount of security provided under this Agreement.
- 12. 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) which are the subject of this Permit exceeds 75% of the face amount of the security furnished. If it is determined by the Township that additional security is required, Permittee shall provide additional security in the approved form, in an amount to fully restore the security to the amount required at the initiation of the use of the roads by overweight vehicles, within ten (10) days of the date notified. Failure to provide such additional security as required shall constitute a breach of this Agreement. In all cases, security shall be retained by the Township until all excess maintenance and restorations have been completed.
- 13. Term.** This Agreement shall remain in effect until \_\_\_\_\_; or in the event no termination date is indicated, for one year from the date first written above. The Agreement may be extended for up to two (2) additional one (1) year terms, on the following conditions: (a) a written request shall be submitted to the Township at least sixty (60) days before the end of the term, (b) security shall be updated and remain in effect, (c) an inspection shall be made to determine whether repairs or restoration are required, (d) information about permitted users shall be kept updated, and (e) Permittee shall be in compliance with all applicable requirements.
- 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. Upon termination for any reason, 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 provided in this Agreement, and as permitted by law, the Township may, if it determines, in its discretion, that Permittee is not in compliance with any provision of this Agreement or Permit (a) Require additional plans or details to show how the Permittee will restore compliance with this Agreement; (b) Suspend the Permittee's permission to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any posted highway(s) until Permittee is in compliance with this Agreement; (c) Revoke Permittee's permission to move

vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any posted highway(s); (d) Elect to maintain or restore the roads requiring excess maintenance with the Permittee being liable for all costs so incurred; (e) Proceed against security provided under the terms of this Agreement; (f) Terminate this Agreement; (g) Any other remedies allowed by law including any or all of the above. 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.

**WEST MEAD TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

**ATTEST:**

\_\_\_\_\_  
Secretary

**PERMITTEE**

**NAME:** \_\_\_\_\_

By: \_\_\_\_\_  
Title:

**ATTEST:**

\_\_\_\_\_