

**TIDIOUTE BOROUGH
APPLICATION FOR TYPE 1 EXCESS WEIGHT PERMIT**

INSTRUCTIONS

This is an application to allow the movement of a vehicle which is in excess of the posted weight limits, over certain portions of the roadways or bridges of Tidioute Borough. The Applicant may make application for a vehicle owned by the Applicant or by one providing contracted services for the Applicant. If the Applicant intends to utilize more than one vehicle, a separate application must be completed with respect to each vehicle. At the time of submitting a new application, the Applicant shall pay the fee of \$150.00. (Any subsequent application submitted by the Applicant on that same date and for the exact same portion of roadways shall require only a \$5.00 fee per application.) Additional materials such as the signing of an Excess Maintenance Agreement or the posting of bond may be required by the Borough. The length of the permit may not exceed one (1) year.

INFORMATION REGARDING APPLICANT

Name of Applicant: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Truck Color: _____ Trailer Color: _____

INFORMATION REGARDING VEHICLE

Type of Vehicle: _____
Truck License/State: _____ / _____
Trailer License/State: _____ / _____
Truck Color: _____ Trailer Color: _____
Truck Registration Number: _____
Trailer Registration Number: _____

I, the undersigned Applicant, hereby certify that the data submitted is correct to the best of my information, knowledge and belief.

Title: _____
Date: _____

(FOR BOROUGH USE)

Application Fee Paid on: _____
Excess Maintenance Agreement Signed on: _____
Bond (if any required) submitted on: _____

**TYPE 1 PERMIT TO EXCEED
TIDIOUTE BOROUGH POSTED WEIGHT LIMIT**

PERMIT NO. _____

Name of Applicant: _____

Type of Vehicle: _____

Truck License/State: _____

Trailer License/State: _____

Truck Color: _____ Trailer Color: _____

This Type 1 permit is to be effective beginning _____ and ending _____. This permit authorizes the Applicant or the Applicant's contractor to move the above described vehicle on _____ Road located within Tidioute Borough from _____ to _____. This permit is subject to all restrictions set forth in the Tidioute Borough Weight Limit Ordinance, all other applicable rules and regulations as well as the Excess Maintenance Agreement executed between the Borough and Applicant.

This permit must be carried in the above-described vehicle while traveling upon the highway specified above. This permit authorizes the movement of the vehicle in excess of the posted weight limit but does not authorize the permitted vehicle to exceed any licensed maximum size or weight limit.

This permit may be revoked at any time by the Borough for any reason.

Issuance Date: _____

Title: _____

**TIDIOUTE BOROUGH
APPLICATION FOR TYPE 2 EXCESS WEIGHT PERMIT
INSTRUCTIONS**

This is an application for a company or individual that intends to have numerous over-posted-weight vehicles hauling to and from a certain point or across one particular road within Tidioute Borough. The Applicant may make application for a permit which authorizes the use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles. At the time of submitting an application, the Applicant shall pay the fee of \$250.00. Additional materials such as the signing of an Excess Maintenance Agreement or the posting of a bond may be required by the Borough. THE INFORMATION BELOW AS TO THE NAMES OF COMPANIES OR INDIVIDUALS WHOM THE APPLICANT AUTHORIZES TO USE THE TYPE 2 PERMIT AND AS TO TOTAL NUMBER OF VEHICLES AUTHORIZED UNDER THE TYPE 2 PERMIT MUST BE PROMPTLY UPDATED BY THE APPLICANT UPON ANY CHANGE. The length of the permit may not exceed one (1) year.

INFORMATION REGARDING APPLICANT

Name of Applicant: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

The Applicant requests a Type 2 permit to move a vehicle on _____ Road
from _____ to _____ beginning
_____ and ending _____.

INFORMATION REGARDING AUTHORIZED USERS OF THE TYPE 2 PERMIT

The Applicant intends to authorize the following individuals or companies to utilize the Type 2 Permit (use the reverse side of this form if necessary):

The total number of over-posted-weight vehicles which the Applicant
will authorize to use the Type 2 Permit: _____

I, the undersigned Applicant, hereby certify that the data submitted is correct to the best of my information,
knowledge and belief.

Title: _____

Date: _____

(FOR BOROUGH USE)

Application Fee Paid on: _____

Excess Maintenance Agreement Signed on: _____

Bond (if any required) submitted on: _____

**TYPE 2 PERMIT TO EXCEED
TIDIOUTE BOROUGH POSTED WEIGHT LIMIT**

PERMIT NO. _____

Name of Applicant: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

This is a Type 2 permit effective beginning _____ and ending _____. This permit authorizes the Applicant or individuals or companies authorized by the Applicant to move over-posted-weight vehicles on _____ Road located within Tidioute Borough from _____ to _____. The Applicant may photocopy this permit and provide it to individuals or companies which the applicant authorizes. HOWEVER, THE PHOTOCOPIES OF THIS PERMIT WILL BE VALID ONLY IF THE APPLICANT'S SIGNATURE APPEARS IN THE SPACE THAT IMMEDIATELY FOLLOWS: _____.

This permit is subject to all restrictions set forth in the Tidioute Borough Weight Limit Ordinance, all other applicable rules and regulations as well as the Excess Maintenance Agreement executed between the Borough and Applicant.

This permit will be valid only if the owner or operator of the over-posted-weight vehicle appears on the list of authorized users as provided by the Applicant to the Borough. This permit authorizes the movement of vehicles in excess of the posted weight limit but does not authorize movement of vehicles that exceed any licensed maximum size or weight limit.

This permit may be revoked at any time by the Borough for any reason.

Issuance Date: _____

Title: _____

EXCESS MAINTENANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202__, by and between **TIDIOUTE BOROUGH**, Warren County, Pennsylvania, sometimes hereinafter referred to as the “BOROUGH”, and _____, sometimes hereinafter referred to as the “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 Borough; and

WHEREAS, pursuant to the provisions of Section 4902 of the Pennsylvania Motor Vehicle Code, as amended, the Borough has posted gross weight restrictions on highways located within the Borough’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 Borough highways; and

WHEREAS, the Borough 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 contained herein, the parties, intending to be legally bound hereby, agree for themselves, their successors and assigns, as follows:

1. **DEFINITIONS.**

User means the user who signs and executes this Agreement.

Borough means Tidioute Borough, Warren County, Pennsylvania.

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 Borough's system of highways and bridges, including the entire width between right-of-way lines, over which the Borough 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 appurtenances 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.

2. **PERMISSION TO MOVE VEHICLES.**

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

<u>Borough 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 Borough's highways described in the preceding paragraph, the User shall report to the Borough the amount of tonnage transported by User over each portion of Borough's highways. The User agrees to make said reports on a monthly basis. The Borough 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 Borough may assess all maintenance and restoration costs to the User that fails to submit tonnage reports.

4. **RESPONSIBILITY OF USER.**

The portions of the Borough'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 Borough shall under no circumstances 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 Borough agree that, in order to determine the condition of the portion(s) of the Borough highway(s) and appurtenances, an on-site field inspection shall be made jointly by the Borough and the User prior to or at about the time of permit issuance. A memorandum shall be prepared describing the condition of Borough 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, and other records may also be taken. The video and photographs (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 User to arrange for and schedule the on-site field inspection. In the event that no on-site field inspection is made and that there exists a dispute between Borough 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 Borough, and the issue shall be resolved in

favor of the Borough 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, natural disasters or war or for routine removal of snow or ice.

7. **PERFORMANCE OF EXCESS MAINTENANCE AND RESTORATION.**

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

The User shall submit payment to the Borough within ten (10) days from the date of invoice. If the User fails to make timely payment, the Borough 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 Borough 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 Borough.)*

To secure the performance of the User's obligations, the User shall execute and deliver to the Municipality the following type(s) of security in the amount as indicated:

- | | |
|--------------------|----------|
| a. Certified Check | \$ _____ |
| b. Cashier's Check | \$ _____ |
| c. Cash | \$ _____ |
| d. 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 Borough deems proper, if appropriate. The User shall pay the costs of such filings.

A copy of the security(ies) may 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 Borough 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 Borough and the User shall inspect the Borough highway(s) and appurtenances. Maintenance and restoration, or the payment therefor, shall be performed as previously set forth. Thereupon, this Agreement shall be terminated and of no further force or effect, and all security delivered to the Borough by the User shall be released.

11. **REVOCATION OF PERMIT.**

The Borough 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 Borough 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 Borough 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.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above written.

ATTEST: (Seal)

TIDIOUTE BOROUGH

Secretary

By _____

By _____

By _____

WITNESS:

USER:

By _____