

**TOWN OF HANOVER**  
**HAULING PERMIT FOR WEIGHT RESTRICTED ROADS**

PERMIT NO.: HP2008-\_\_\_\_\_

Application is hereby made by \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ Phone No. \_\_\_\_\_ for property  
owner \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ to haul loads, in excess of six (6) tons, on a weight restricted road or travel with wheeled or  
motorized vehicle on a restricted road.

Weight or vehicle restricted roadways and lengths are as follows (please include alternate route, if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Upon approval of request**, it is agreed that:

1. Applicant shall only haul or travel on roads to locations approved and stipulated.
2. Applicant agrees to repair all damage immediately to the satisfaction of the Director of Public Works or his designee.
3. Applicant shall post a bond or escrow in an amount determined by multiplying the travel length of a restricted roadway(s) by \$1.00 per linear foot. *This bond/escrow will be returned to applicant when the weight restriction on roads has been lifted and in the case of wheeled motorized vehicle, the traveling ceases or the restriction is lifted for Seasonal Weight Restriction.*
4. Applicant shall receive permission from the Director of Public Works or his designee **each day** during the weight restricted period, prior to traveling on a posted road. The Public Works Office opens at 7:00 a.m. although someone may be in the office as early as 6:30 a.m.  
**Please call 643-3327 extension 117 (Don Ware), 104 (Highway Supervisor) or 105 (Mike Chase).**
5. For wheeled or motorized vehicle restrictions, applicant shall receive permission from the Director of Public Works or his designee prior to, and at the conclusion of travel.
6. All hauling shall cease in the event damage is observed to restricted roads whether caused by the applicant or others. Hauling will only resume on damaged roadways when the weight restrictions have been lifted and damage has been repaired.
7. No improvements shall be made to a Class VI roadway without first receiving permission from the Board of Selectmen and Director of Public Works.

Date: \_\_\_\_\_, 2008  
(Month / Day)

Signed: \_\_\_\_\_  
(Applicant)

Approved by: \_\_\_\_\_  
(Director or his designee)  
For the TOWN OF HANOVER

Distribution:

Applicant: \_\_\_\_\_ Dispatch: \_\_\_\_\_ PW Dept: \_\_\_\_\_

**HAULING ON WEIGHT RESTRICTED ROADS – Example BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation, Partnership or Individual)

and \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**Town of Hanover  
41 South Main Street, Hanover, NH 03755**

hereinafter called TOWN, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas a hauling permit has been issued granting permission to haul on a weight restricted road as defined in the TOWN OF HANOVER Code of Ordinances and Regulations, **Ordinance #5** – Seasonal Weight Restrictions, to the PRINCIPAL by the TOWN, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for permission to haul on the following roadways and lengths, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions of said HAULING PERMIT, with or without notice to the Surety and during the restricted period, and if he shall satisfy all claims and demands incurred under such HAULING PERMIT, and shall fully indemnify and save harmless the TOWN from all costs and damages

which it may suffer by reason of failure to do so, and shall reimburse and repay the TOWN all outlay and expense which the TOWN may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that the WORK to be performed thereunder and outlined in the HAULING PERMIT accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, alteration or addition to the terms of the HAULING PERMIT.

PROVIDED, FURTHER, that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts (number) each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-fact)

ATTEST

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of PERMIT.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.