

N A S T O

MEMORANDUM OF UNDERSTANDING

for

Regional Overweight and
Over-Dimensional Trip Permits
for Vehicles with Nondivisible Loads

Adopted by NASTO Highway Transport Committee on:
January 28, 1993

Amended: October 16, 1996

1.0 INTRODUCTION

Governmental agencies and the trucking industry in the United States and Canada have recognized the need for uniformity and simplification of procedures for the regulation, registration, taxation or permitting of trucks involved in interstate, inter-provincial or international travel. The Federal Highway Administration (FHWA) and the American Association of State Highway and Transportation Officials (AASHTO) have identified the issuance of overweight and over-dimensional one way, single trip permits for vehicles carrying nondivisible loads in interstate travel as a matter of high priority for improvement through the development of procedures for the issuance of permits on a regional basis. All of the regional organizations of AASHTO, including the Northeastern Association of State Transportation Officials (NASTO) have developed or are developing such procedures.

This Memorandum of Understanding (MOU) sets forth the procedures and applicability of the regional permitting arrangement developed by the northeastern states and adjacent provinces through the NASTO Highway Transport Committee.

2.0 PURPOSE, SCOPE AND GOAL/OBJECTIVE OF THIS MOU

2.1 Purpose

The purpose of this MOU is to provide for the issuance and processing of one way, single trip overweight and over-dimensional permits for Envelope Vehicles with Nondivisible Loads engaged in interstate, inter-provincial or international travel on designated routes in or between the northeast states and/or adjacent provinces.

2.2 Scope

This MOU applies only to the issuance of one way, single trip permits for vehicles with Nondivisible Loads that are within the limits of the Envelope Vehicle, as defined herein, on the network of highways designated or approved for such travel by the jurisdictions that are parties to this MOU.

2.3 Goal/Objective

The longer term goal of the jurisdictions entering into this MOU is the implementation of a formal agreement for the issuance of NASTO regional trip permits on an ISSUING JURISDICTION basis, as defined herein, after the future development of required common procedures and supporting systems as described in Article 5.0. The immediate objective of this MOU is to provide an interim alternative method for issuance of permits authorizing trips through several jurisdictions on a timely basis, and to utilize a common set of safety standards for permitted travel in all Participant Jurisdictions.

3.0 DEFINITIONS

The definitions below are in relation to the use of these terms in connection with this MOU, including those required in the future for the issuance of permits on an "Issuing Jurisdiction"

basis, as described in Article 5.0.

- 3.1 Access Highway(s) - Highways connecting the points of origin and destination for nondivisible oversize or overweight loads with the regional highway network, within the boundaries of a participant jurisdiction.
- 3.2 Axle - The common axis of rotation of two or more wheels extending the full width of the vehicle, whether power driven or freely rotating, and whether in one or more segments, and regardless of the number of wheels carried thereon.
- 3.3 Envelope Vehicle - A combination vehicle with specific limits as to length, height, width, gross weight, axle spacing, axle weight, and tire load. The limits for the NASTO envelope vehicle are established based on the maximum limits that can be routinely permitted in all of the Participant Jurisdictions. The NASTO envelope vehicle applications to this MOU is described in APPENDIX A, attached
- 3.4 Gross Weight - The weight of any vehicle without load, plus the weight of any load thereon.
- 3.5 Height - The total vertical dimension of any vehicle above the ground surface including any load or load-holding device thereon.
- 3.6 Issuing Jurisdiction - The one jurisdiction that will approve and issue, and collect all applicable fees for a NASTO regional trip permit for a vehicle within the limitations of the Envelope Vehicle with a nondivisible load, on behalf of all jurisdictions included in the routing for the permit. (NOTE-The issuance of NASTO regional permits on an issuing jurisdiction basis is a longer term goal of the this MOU as described in Article 5.0 Future Development).
- 3.7 Length - The total longitudinal dimension of any vehicle, including any load or load-holding devices thereon.
- 3.8 Nondivisible load - Any vehicle, or any load with carrying vehicle heavier, longer or wider than the legal limit, that cannot be separated into two or more lighter or smaller components without destroying the value of the shipment. A containerized load is considered nondivisible only if the content of the container is identified, is separately indivisible and cannot be separated into two or more lighter or smaller components without destroying the value of the shipment.
- 3.8A Overhang - Overhang means the distance from the front/rear of the vehicle or combination vehicle exclusive of load, to the frontmost or rearmost part of the load.
- 3.9 Participant jurisdictions - States, Provinces, or other authorities that have signed this MOU.
- 3.10 Permittee - Any person(s), company, corporation or legal entity responsible for the movement of any oversize or

overweight vehicle or load in accordance with the provisions of this MOU.

- 3.11 Regional Highway Network - Routes selected and approved by each participant jurisdiction over which envelope vehicles are permitted to travel in accordance with the provisions of this MOU.
- 3.12 Single Axle - An axle with two or more wheels, whose centers are in one transverse plane, which is not a steering axle.
- 3.13 Steering Axle - The axle or axles of a combination of vehicles which is guided or steered.
- 3.14 Tandem Axles - Any two consecutive axles, excluding retractable or variable load suspension axles, whose centers are at least 48 inches, but not more than 96 inches apart, and are individually attached to and/or articulated from a common attachment to the vehicle including a connection mechanism designed to equalize the load between axles.
- 3.15 Tridem Axles - Any three consecutive axles, excluding retractable or variable load suspension axles, whose extreme centers are not more than 144 inches apart, with individual centers at least 48 inches apart, and are individually attached to a common attachment to the vehicle including a connecting mechanism designed to equalize the load among axles.
- 3.16 Retractable or variable load suspension axles - Axles which can be regulated by the driver of the vehicle. These axles are controlled by hydraulic and air suspension systems, mechanically, or by a combination of these methods.
- 3.17 Width - The total outside transverse dimension of a vehicle including any load or load-holding devices thereon, excluding approved safety devices and tire bulge due to load.

4.0 PERMITTING PROCEDURES

4.1 Interim procedures

As an interim method for providing NASTO Regional trip permits covered by this MOU, each Participant Jurisdiction will accept permit applications in accordance with their procedures. Each Participant Jurisdiction will continue to approve and issue permits and to enforce its laws and regulations governing all permitted movements within its boundaries, and to collect permit fees directly from the permittee or FAX companies/permit agents in accordance with currently existing procedures. Therefore, each Participant Jurisdiction will continue to receive revenues for permitted travel within its boundaries on the same basis that existed prior to this MOU.

4.2 Timeliness of permit issuance

Participant Jurisdictions agree that four (4) hours is a reasonable turnaround time for permits issued pursuant to this MOU and will use their best efforts to approve permit

applications within that time frame, from the time a request is received, subject to the normal days and hours of operation of the issuing jurisdiction.

4.3 Permits for routes on turnpikes, toll roads or bridges, local highways, and roads and streets or other facilities not under the authority of the Participant Jurisdictions

If a particular trip permit requires the use of a turnpike, toll road, bridge, tunnel or local highways, roads and streets or other facilities not under the authority of the Participant Jurisdiction, the permittee, or his agent must obtain those permits as may be required, in the same manner as under previously existing procedures.

4.4 Establishment and collection of permit fees

Each Participant Jurisdiction will continue to establish and collect its own fees.

4.5 Common safety standards

Safety standards related to the issuance of truck permits are set forth in Appendix C.

4.6 Notifications

If notifications are to be made to or from Participant Jurisdictions for any matters related to the issuance of permits, such notifications will be made by letter, facsimile transmission (FAX), telephone call, or other accepted method of communication to the person designated by each Participant Jurisdiction for that purpose as set forth in Appendix B, attached hereto and made a part hereof. Changes in the names of the designated officials or other information on Appendix B will be forwarded to the official designated for the Delaware Department of Transportation for distribution to all other Participant Jurisdictions.

5.0 FUTURE DEVELOPMENT

The Participant Jurisdiction will continue to cooperate in the designation of a Regional Highway Network and in the development of common procedures and supporting systems required for the issuance of trip permits on an Issuing Jurisdiction basis, as defined herein.

5.1 Designation of Regional Highway Route Network

Participant Jurisdictions will identify the highways within their boundaries over which Envelope Vehicles will be permitted to travel in accordance with a future regional permitting agreement.

A NASTO Regional Highway Network map (NOOPA Form 2), excluding access routes, will be developed and included in a future regional permitting agreement. An appendix to that agreement will identify and describe current restrictions and conditions that are in place on the regional network, as of its effective date. Each time a temporary restriction must be put into effect, or to remove a restriction from the map, or to amend the

identified routes and/or the restrictions or limitations thereon, the designated officials for the applicable Participant Jurisdiction will notify all other Participant Jurisdictions as quickly as possible of that change, by forwarding such information in writing, or by facsimile transmission, to the officials designated by each of the other Participant Jurisdictions to be identified in an appendix to a future regional permitting agreement.

5.2 Common procedures and supporting systems required for issuance of permits on an Issuing Jurisdiction basis:

- continued use of the uniform permit form acceptable to all Participant Jurisdictions (NOOPA Form 1);
- establishment of a Regional Highway Route network over which any Participant Jurisdiction may issue permits;
- establishment of a permit amendment procedure;
- communication systems for advising all other Participant Jurisdictions of highway construction work zone limitations or detours on a current basis;
- computerized systems for permit routing and accounting for permit fees collected on behalf of other jurisdictions;
- notification on a timely basis to applicant and to all affected Participant Jurisdictions of permits approved by an Issuing Jurisdiction for travel within their boundaries;
- timely settlement or exchanges of permit fees collected including documentation for audit verification by comparison to listings of permits issued;
- development of a manual of administrative or operating standards and procedures, including days and hours of operations, arrangements for holidays, permit office locations and telephone numbers;
- accommodation of individual jurisdiction requirements;
- consideration of legal liability issues and development of model legislation as may be required by the individual Participant Jurisdictions;
- consideration of standardized enforcement policies;
- establishment of a governing body to resolve administrative matters.

6.0 PROCEDURES FOR ENTERING INTO OR WITHDRAWAL FROM THIS MOU

A jurisdiction desiring to become a participant in this MOU may make arrangements through the chairperson of the NASTO Highway Transport Committee to affix the signature of its chief administrative officer, or other properly authorized official to the original signed copy of this MOU which is on file with the Committee.

A jurisdiction may withdraw as a participant in this MOU by

giving at least three months advance notice to all other Participant Jurisdictions. However, withdrawal by one jurisdiction will not invalidate this MOU for the other participants.

7.0 CHANGES TO APPENDICES

Recognizing that safety rules and regulations and the detailed description of the Envelope Vehicle along with any required appurtenances may alter as innovations occur or experience dictates, it is agreed that changes in the appendices will be permitted without the need to amend this Memorandum of Understanding (MOU) under the following two conditions:

- 1) The designated official for each participating jurisdiction on the NASTO Highway Transport Committee for those jurisdictions who have signed the MOU shall be authorized to approve changes to the appendices of this document without requiring any additional approvals.
- 2) To protect each jurisdiction, any changes made to the appendices must be by unanimous consent of the designated officials for jurisdictions participating in the MOU.

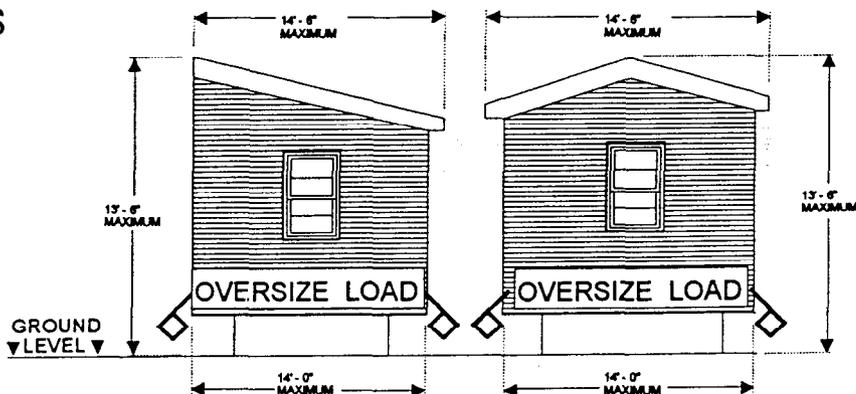
APPENDIX A

NASTO ENVELOPE VEHICLE CONFIGURATIONS FOR NON-DIVISIBLE OVERSIZE AND/OR OVERWEIGHT PERMIT TRIPS

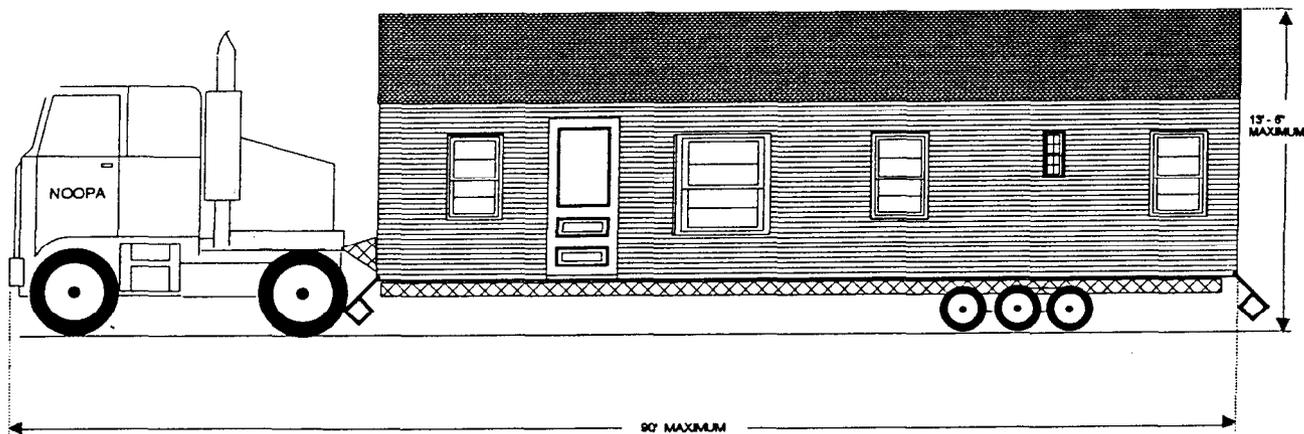
CONFIGURATIONS
FOR VEHICLES
W/NON-DIVISIBLE LOADS
THAT ARE
OVERSIZE ONLY
(LEGAL WEIGHT)**

MAXIMUM SIZE LIMITS:

- LENGTH: 90'-0" OR LESS
- HEIGHT: 13'-6" OR LESS
- WIDTH: 14'-0" OR LESS



FOR MODULAR AND MOBILE HOMES, AN ADDITIONAL 6 INCHES OF OVERHANG FOR EAVE(S) ONLY WILL BE ALLOWED PROVIDING THE GREATER OVERHANG IS ON THE RIGHT-HAND SHOULDER SIDE OF THE HIGHWAY.



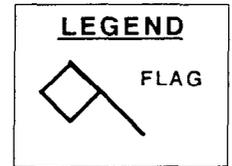
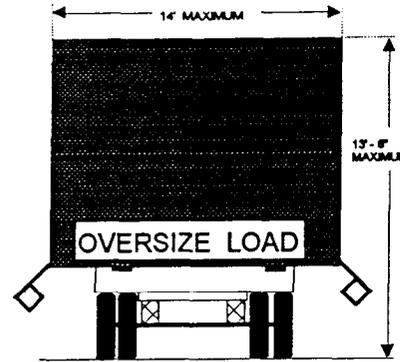
** LEGAL WEIGHT IS DEFINED TO BE A VEHICLE WITH LOAD THAT MEETS
THE BRIDGE FORMULA AND INTERSTATE AXLE AND GROSS WEIGHT LIMITS
AS SET FORTH IN
SECTION 127 of the UNITED STATES CODE TITLE 23

OTHER RESTRICTIONS:

1. FRONT OVERHANG, IF ANY, SHALL NOT EXCEED 3' 0" FROM FRONT BUMPER.
2. MAXIMUM WEIGHT ON TIRES SHALL NOT EXCEED THE LESSER OF EITHER 600 LBS PER INCH OF NOMINAL TIRE WIDTH OR THE MANUFACTURER'S RATINGS.
3. RETRACTABLE OR VARIABLE LOAD SUSPENSION AXLES SHALL NOT BE COUNTED AS AXLES NOR SHALL THEY BE CONSIDERED CAPABLE OF CARRYING ANY LOAD.

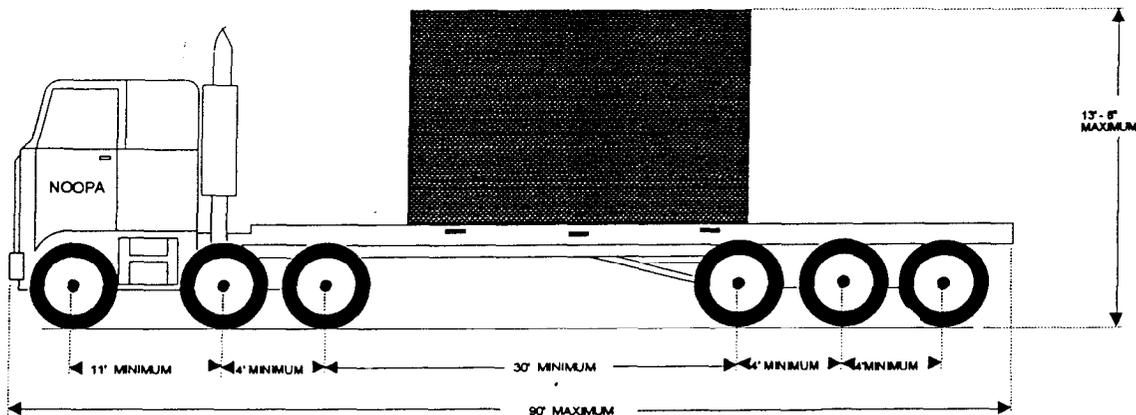
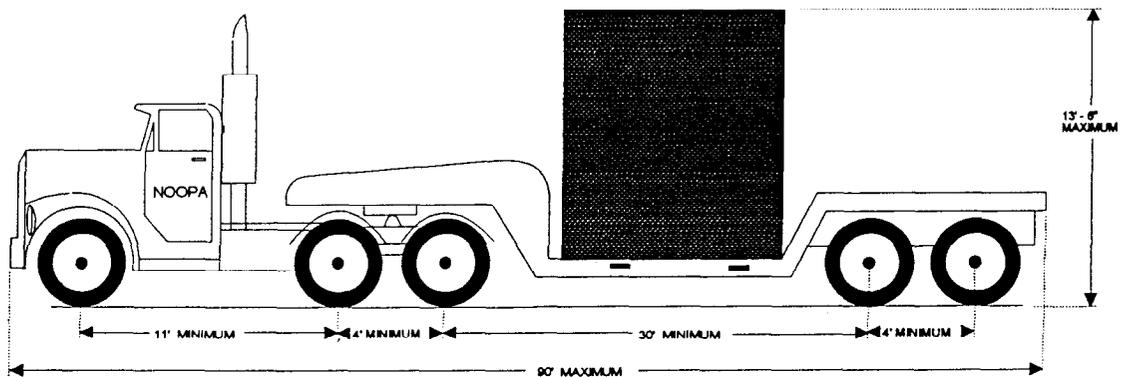


**CONFIGURATIONS
FOR VEHICLES
W/NON-DIVISIBLE LOADS
THAT ARE
OVERWEIGHT
OR
OVERSIZE AND OVERWEIGHT**



MAXIMUM GROSS WEIGHT LIMITS:

108,000 LBS. ON VEHICLES WITH FIVE AXLES
120,000 LBS. ON VEHICLES WITH SIX OR MORE AXLES
(SEE MINIMUM AXLE SPACING AND MAXIMUM AXLE WEIGHTS BELOW)



NOTE: VEHICLES WITH THE TANDEM AND TRIDEM AXLES INTERCHANGED ARE ACCEPTABLE UNDER THE SAME AXLE SPACING AND WEIGHT GUIDELINES.

AXLE WEIGHT RESTRICTIONS:

MAX. WEIGHT ON SINGLE AXLE = 25k EXCEPT FOR STEERING AXLE:
MAX. WEIGHT ON STEERING AXLE = 12k MAX., 6k MIN.
MAX. WEIGHT ON TANDEM = 25k/AXLE
MAX. WEIGHT ON TRIDEM = 20k/AXLE

OTHER RESTRICTIONS:

1. FRONT OVERHANG, IF ANY, SHALL NOT EXCEED 3' 0" FROM FRONT BUMPER.
2. MAXIMUM WEIGHT ON TIRES SHALL NOT EXCEED THE LESSER OF EITHER 600 LBS PER INCH OF NOMINAL TIRE WIDTH OR THE MANUFACTURER'S RATINGS.
3. RETRACTABLE OR VARIABLE LOAD SUSPENSION AXLES SHALL NOT BE COUNTED AS AXLES NOR SHALL THEY BE CONSIDERED CAPABLE OF CARRYING ANY LOAD.
4. ALL AXLES (EXCEPT STEERING AXLE) SHALL HAVE A MINIMUM OF FOUR(4) TIRES.

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COMMON SAFETY STANDARDS

C.1 INTRODUCTION

Participating NASTO states and provinces have adopted the following common safety standards for use by permittees when in transit within their respective jurisdictions.

The safety standards have been adapted from the "Guide for Maximum Dimensions and Weights of Motor Vehicles and for the Operation of Nondivisible Load Oversize and Overweight Vehicles" prepared by the Subcommittee on Highway Transport and officially adopted by the American Association of State Highway and Transportation Officials (Revised November 1991). To help cross reference AASHTO's publication, AASHTO's numbering system is included parenthetically.

c.2 DAYS AND HOURS OF OPERATION (AASHTO 3.05)

Permitted vehicles may move Monday through Friday, from sunrise to sunset, unless otherwise authorized or prohibited by this section or the permit.

Individual jurisdictions may authorize overweight vehicles that are not overdimensional to move within their jurisdiction between sunset and sunrise if the overweight vehicle can flow with traffic.

Individual jurisdictions may authorize permitted vehicles to move within their jurisdiction at other times, subject to permit requirements.

Individual jurisdictions may authorize permitted vehicles to move within their jurisdiction an additional thirty (30) minutes before sunrise and/or after sunset.

In designated congested areas, individual jurisdictions may prohibit permitted vehicles from moving during AM and/or PM commuter travel periods; and/or authorize permitted vehicles to move during designated times between sunset and sunrise, subject to special lighting requirements identified in section C.8

Due to the amount of highway traffic on holidays, vehicles and loads requiring oversize and/or overweight permits shall be prohibited from traveling on those days. Prohibited holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Movement of such vehicles and loads may also be prohibited on any

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other days or hours when such movements may substantially affect the safety or the motoring public.

c.3 INCLEMENT WEATHER (AASHTO 3.06)

No movement shall be permitted when road conditions, weather conditions, or visibility make traveling hazardous to the operator or the driving public. If a permitted vehicle is underway when such conditions occur, the driver shall be required to proceed to a safe place off the roadway and park until conditions warrant safe travel.

c.4 SPEED LIMITS (AASHTO 3.07)

Vehicles and loads requiring permits may travel at the posted maximum speed limits unless specifically prohibited by the permit.

c.5 ROUTING (MSHTO 3.08)

The permit shall authorize movement only on the pavement portion of those highways specified in the permit which are on the jurisdictions' highway systems. The permit does not authorize movement upon shoulders.

Vehicles and loads requiring permits should be routed around highway construction and maintenance projects and shall be routed around certain bridges or roadways in a way that creates the least hazard and inconvenience to both the mover and the public.

The permit is only for the route designated. Individual jurisdictions' rules/regulations govern movement off the permitted route.

Each jurisdiction in conjunction with its bordering jurisdictions may work to establish mutually acceptable connecting routes.

Every effort should be made to use the most suitable road network which is closest to a straight line projected between the point of origin and final designation of the load. Only one international crossing shall be authorized unless agreed to by all affected jurisdictions.

C.6 ESCORTS (AASHTO 3.10)

Escort vehicles shall be a single unit nonpermitted vehicle, no smaller than a compact car. The escort vehicle shall not

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be attached to any other vehicle.

Escort vehicle(s) shall escort only one oversize vehicle or load. Jurisdictions may require more restrictive conditions on high volume highways or when the lane width is less than twelve (12) feet.

One escort vehicle is required for vehicles and loads more than twelve (12) feet in width. The escort vehicle shall be behind an overwidth vehicle or load on a multi-lane highway, and in front of an overwidth vehicle or load on a two-lane highway.

Envelope Vehicles and loads eighty (80) feet or more in overall length are required to have one (1) rear escort vehicle on two lane highways.

Envelope Vehicles and loads with fifteen (15) feet or greater rear overhang shall have one (1) rear escort regardless of road type.

Two (2) escort vehicles, one (1) in front and one (1) behind the oversize vehicle are required when previous paragraphs separately require one (1) escort in the front and one (1) behind for multiple conditions.

Vehicles and loads that are only overweight or are twelve (12) feet or less in width and that cannot move freely with the flow of traffic may be subject to escort requirements.

Escort Vehicles shall have visual contact with the permitted vehicle and have two-way radio communication with the driver of the permitted vehicle.

C.7 WARNING FLAGS (AASHTO 3.11)

Required warning flags shall be in evidence during daylight hours. Red or orange fluorescent warning flags shall be at least eighteen (18) inches square. Flags shall be securely fastened to the vehicle or load by at least one corner of the flag or securely mounted on a staff.

Warning flags are required on vehicles and loads which exceed legal width. These vehicles and loads are required to bear flags at the extremities of the vehicle or load as shown in Figure C-1.

Flags are also required on vehicles and loads which exceed legal length or which have a rear overhang in excess of four

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(4) feet. There shall be a single flag at the extreme rear if the overlength or projecting portion is two (2) feet wide or less. Two (2) flags are required if the overlength or projecting portion is wider than two (2) feet and shall be located to indicate maximum width. (See Figure C-2)

C.8 WARNING LIGHTS (AASHTO 3.12)

General Lighting Requirements

- (i) Load hauling vehicles and escort vehicles shall travel with low beam headlights on at all times.
- (ii) Load hauling vehicles may be required to display a flashing 360 degree yellow (amber) light at an elevation above the highest point of the vehicle. A second flashing 360 degree light may be required at the rear of the load if the load obstructs the visibility of the 360 degree light on the load hauling vehicle. The 360 degree light shall be visible in all directions from a distance of 1,000 feet during daylight hours with a flash rate of 60 to 90 flashes per minute (FPM). The 360 degree light lens shall be at least 4 inches high whose minimum width or diameter at that height is 4 3/4 inches.
- (iii) Warning lights for escort vehicles shall be located on the roof of the vehicle perpendicular to the length of the escort vehicle. The warning light bar shall be a minimum of 43 inches and a maximum of 52 inches long, a minimum of 10 inches and a maximum of 13 inches wide, and a minimum of 4 inches with a maximum of 8 inches high, consisting of flashing or strobe lights. Each warning light bar shall consist of a minimum of four lights. If flashing lights are used, they shall consist of at least two 95 and two 150 minimum FPM rotators; mirrors shall be placed diagonally between lights (mirrors to be reflective on both sides). All lights shall be visible on a 360 degree basis from the vehicle for a distance of 1,000 feet and arranged with at least two lights in each end of the bar light. The dome cover color shall be amber. New Jersey requires that the bar light not be illuminated while in New Jersey.
- (iv) Whenever the rear running lights, stop lights, turn signals, or hazard warning lights are obstructed by the load on a vehicle, lighting equipment shall be displayed on the rear of the load equivalent to the obstructed lights or signals.

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Load Warning Lights

Warning lights shall be used for authorized night operations as shown in Figures C-3 and C-4.

- (i) For overwidth loads uniform in width, place amber lights on the forward corners of the load and red lights on the rear corners of the load as shown in Figure C-3.
- (ii) If the load is overwidth for its entire length with a wider portion near the middle of the load, place red and amber lights at the rear and front corners of the load, respectively, with amber lights on the sides at the extreme limits of the load as shown in Figure C-3.
- (iii) If the load is nonuniform in width, place red and amber lights at the rear and front corners, respectively of the overwidth portion as shown in Figure C-3.
- (iv) For loads of legal width that are overlength with a rear overhang exceeding four (4) feet, place four red lights on the rear and sides of the overhanging portion of the load. Amber lights are required at least every 6 feet on both sides of the overhang as shown in Figure c-4.

c.9 WARNING SIGNS (AASHTO 3.13) - WITHIN U.S.

Warning signs shall be in evidence during all oversize movements. In the U.S., load hauling vehicle warning signs shall be at least seven (7) feet long and eighteen (18) inches high. The sign's background shall be yellow with black lettering, and for night moves, of high-intensity reflective material. Letters shall be at least ten (10) inches high with a 1.41 inch brush stroke. Note: If Series E Modified is used, the brush stroke is to be two (2) inches. In Canada, the "D" sign shall be used.

Vehicles and loads exceeding legal width shall display two signs with the wording "OVERSIZE LOAD" (In Canada, "D"). One sign shall be on the front of the vehicle. The other shall be on the rear of the load; however, if the sign cannot be attached to, or is not legible on the load, then the sign shall be attached to the rear of the vehicle itself. Refer to Figure C-5.

Vehicle and loads exceeding legal length or rear overhang shall be required to display two signs with the wording

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"OVERSIZE LOAD" (In Canada, "D") . One sign shall be on the rear of the overlength or overhanging part of the load; however, if the sign cannot be attached or is not legible here, then the sign shall be attached to the rear of the vehicle itself. The other sign shall be attached to the front of the vehicle. Refer to Figure C-6.

Escort vehicles shall display a sign on the roof or front and rear of the escort vehicle that is at least five (5) feet long and twelve (12) inches high with eight (8) inch high letters. For roof mounted signs, the sign shall be legible on both sides with the wording "OVERSIZE LOAD" (In Canada,"D"). The sign shall be mounted on the roof perpendicular to the length of the escort vehicle. For front and rear mounted signs the legend shall read "OVERSIZE LOAD" (In Canada, "D") .

Warning signs shall not obstruct lights and other safety devices on the vehicle with load or on the escort vehicle.

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Common Safety Standards for Permit Move

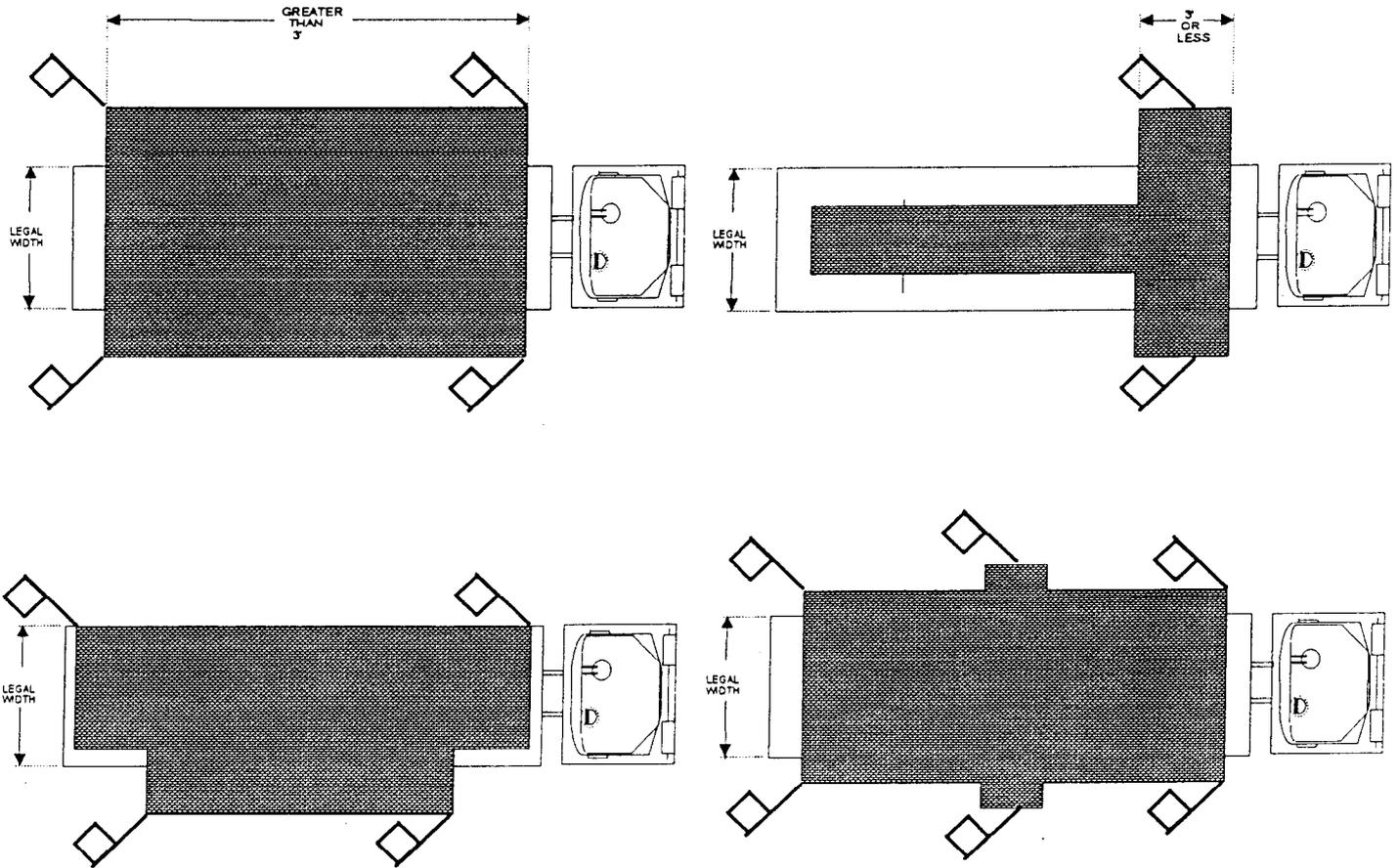


Figure C-1 Required Warning Flags on Overwidth Loads.
 Note: Use of flags is not to increase the overall load width.

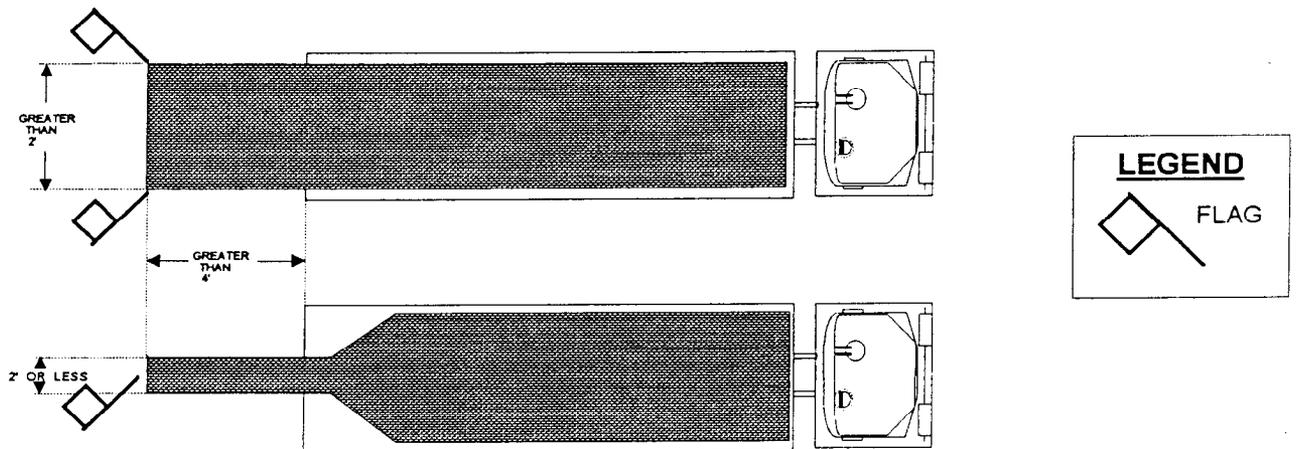


Figure C-2 Required Warning Flags on Overlength Load or Loads with a Rear End Overhang of more than four(4) feet.
 Note: Use of flags is not to increase the overall load width.

APPENDIX C Common Safety Standards for Permit Move

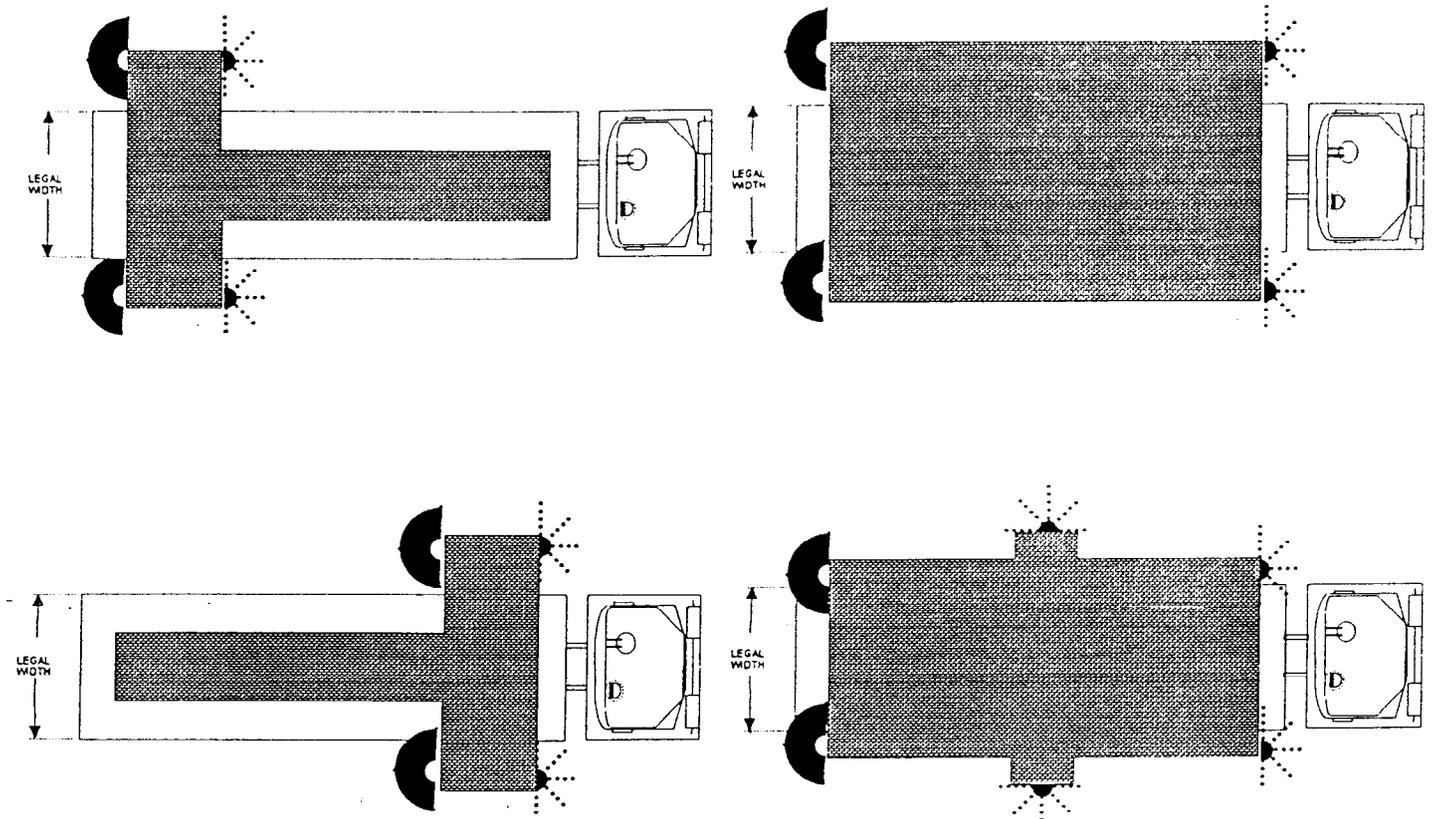


Figure C-3 Required Warning Lights on Overwidth Loads.

NOTE: Amber reflectors or amber lights are required at least every 6 feet along both sides of the overwidth portion of the vehicle or load.

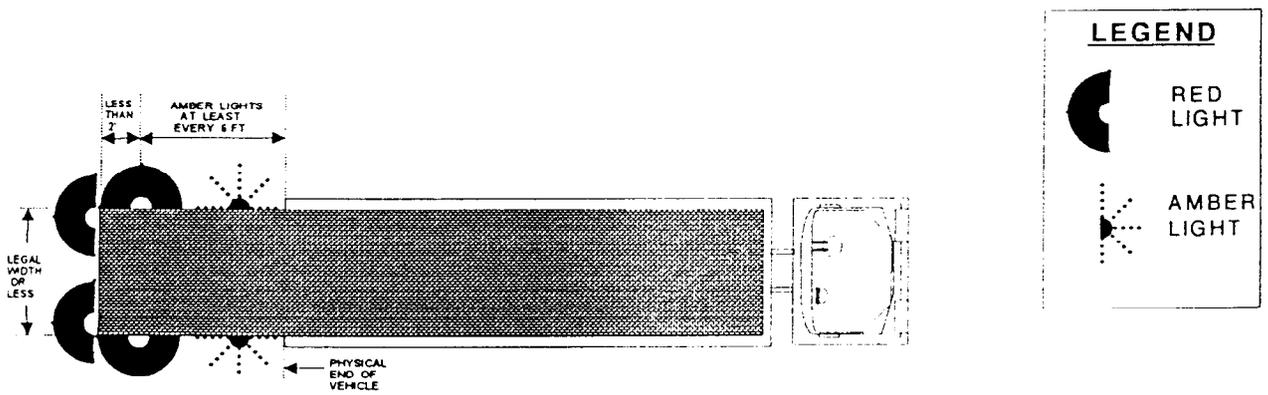
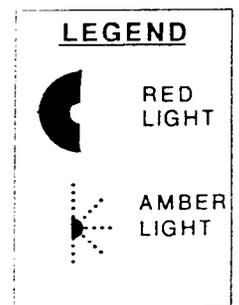


Figure C-4 Required Warning Lights on Overlength Load or Loads with a Rear End Overhang of more than four(4) feet



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Common Safety Standards for Permit Move

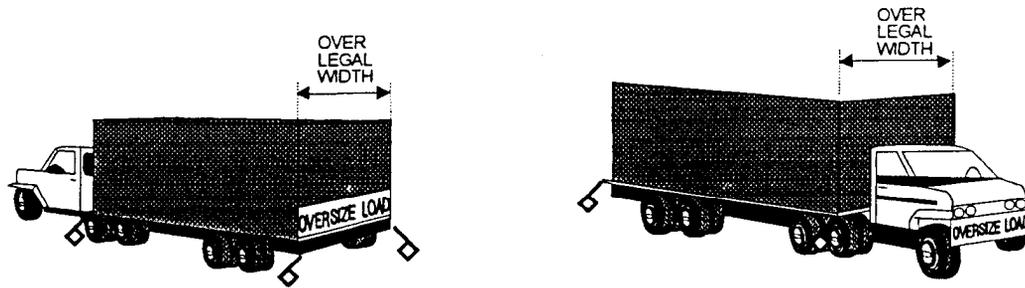


Figure C-5 Warning Signs on Vehicle or Load Over Legal Width.

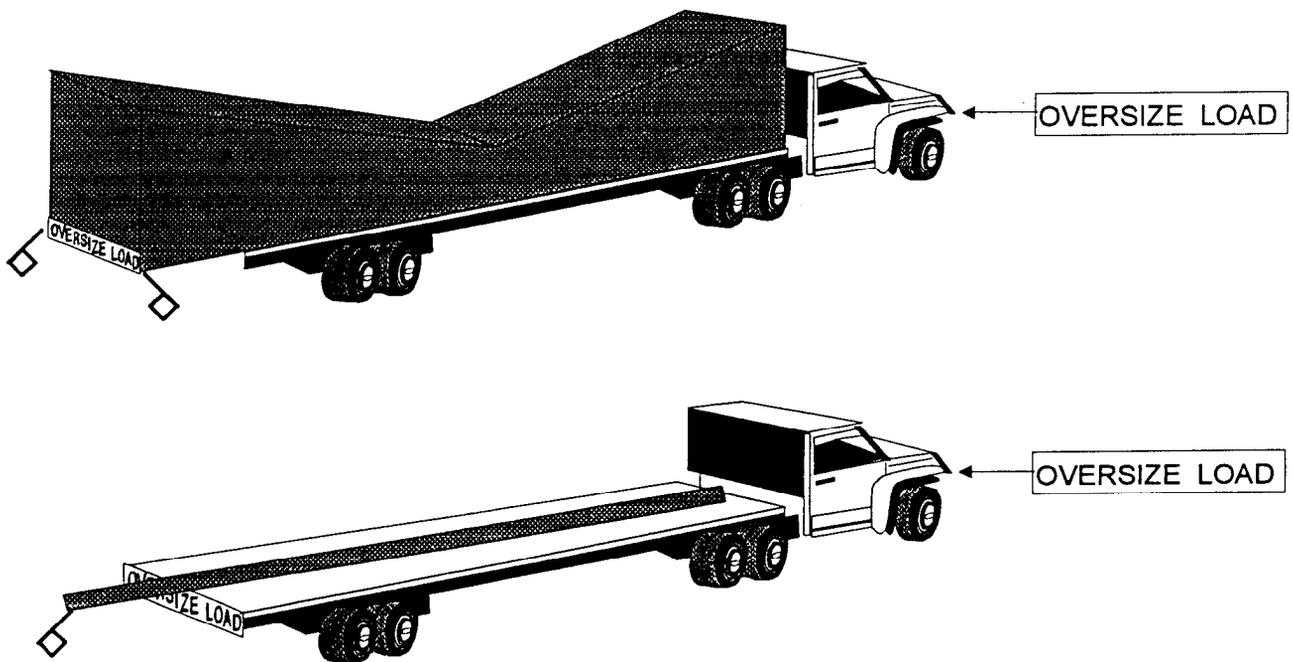


Figure C-6 Warning Signs on Loads Overlength or With Rear End Overhang

APPENDIX D**NASTO MULTI-JURISDICTION AGENT AGREEMENT****D.1 PURPOSE OF THIS AGREEMENT****D.1.1 Purpose**

The purpose of this agreement is to implement an interim regional permitting system for the NASTO region.

D.1.2 Qualifications

This Agreement only applies to envelope vehicles and loads as described in the NASTO Memorandum of Understanding for Regional Overweight and Over-Dimensional Trip Permits for Vehicles with Nondivisible Loads, APPENDIX A.

D.1.3 Member Jurisdictions

Member jurisdictions are those jurisdictions that have signed the NASTO Memorandum of Understanding.

D.2 INTENT

The intent of this Agreement is to ease the burden of obtaining oversize/overweight documents for the trucking industry. Each jurisdiction will continue to do business in the usual manner for all other permit applications.

The Permit Agent (as defined herein) will be the central mechanism for processing a Multi-Jurisdiction oversize/overweight permit under this Agreement.

D.3 PERMIT AGENT**D.3.1 Definition**

A permit agent (permit service) is defined as any persons, company, corporation or legal entity agreeing in writing to the terms and conditions of this Agreement and assuming responsibility for processing multi-jurisdiction permit requests under the provisions of this Agreement and for compiling permits issued by member jurisdictions for the movement of an oversize/overweight vehicle or load that is consistent with the conditions and specifications of this Agreement, as approved by a governmental entity authorized to issue such permits for that jurisdiction. Such permit agency shall be an independent service agency not affiliated with motor carriers engaged in the movement of

oversize/overweight goods and agreeing to and capable of successfully performing the duties of a permit agent as provided for in this Agreement.

D.3.2 Qualifications

Participating permit agents must be authorized to operate in each member jurisdiction either directly or through third party contracts as provided for under Section I of the NASTO Agent Agreement Form. All permit agents must comply with all contracts with each member jurisdiction.

D.3.3 Common Permit Form

All Agents must utilize the same NASTO Common Permit Form. A sample of this form is provided in APPENDIX D-2, of this Agreement.

Any changes to be made to the NASTO Common Permit Form will allow for a 60 day written notice to both the states and Permit Agents, to allow the proper lead time for everyone involved to make the adjustments.

D.3.4 Permit Numbers

All Multi-Jurisdiction permit numbers issued by a Permit Agent will begin with the last digit of the year (digit #1), the month (digits #2 & #3), the day (digits #4 & #5), a 4-digit sequential number to be assigned by the permit agent (digits #6 - #9), and a unique two-letter code to be assigned to the managing permit agent by the Chair of the NASTO Highway Transport Committee (digits #10 & #11). (Example: 306 110001 AB).

D.3.5 Number of Pages Per Form

The current approved NASTO Common Permit Form is a single page document unless designated otherwise on the face of the permit.

D.3.6 Form Limitation

The NASTO Common Permit Form will be used only to issue permits in accordance with the Multi-Jurisdiction Permit Agreement.

D.3.7 Permit Amendments

Any change or modification to a permit must be noted on the NASTO Common Permit Amendment Form. A sample NASTO Permit Amendment Form is provided in APPENDIX D-3. Changes allowed include: a three day extension due to weather or breakdown, route change due to physical limitations, substitution of power unit or trailer unit due to breakdown, and power unit and/or trailer unit prior to effective date. Mobile home and other loads where the trailer unit is an integral part of the load, cannot amend the trailing unit.

Amendments to the permit must be issued by the same Permit Agent. The Permit Agent shall follow the same procedures to obtain the amendment by contacting each of the effected jurisdictions. Only one permit amendment is allowed.

D.3.8 Acceptance of Permit

Upon receipt of the permit, the driver(s) shall be responsible to verify the accuracy of the information and sign each page of the NASTO Common Permit Form.

D.4 ORDERING METHODS

D.4.1 Motor Carrier

All Multi-Jurisdiction Agreement permits must be obtained through a qualified Multi-Jurisdiction Permit Agent and it is recommended that permits be ordered with a 24-hour lead-time to coordinate all jurisdictions' responses.

D.4.2 Permit Agents

All orders must be submitted by the qualified Permit Agent to the appropriate jurisdiction for approval. This request must be identified as a Multi-Jurisdictional Permit Application unless waived.

D.4.3. Jurisdiction Turnaround Time

The jurisdiction will utilize a goal of turnaround time for approving/denying the permit applications in less than four (4) business hours from time of receipt..

D.5 DENIED PERMITS

D.5.1 Notification

Permit applications will be reviewed thoroughly for problems. The permit application will be sent back to the Permit Agent with identified problems.

D.5.2 Alternate Routing

If an application is received by a jurisdiction and a route cannot be used, alternate routes may be sent back to the Permit Agent applying for the permit.

D.5.3 Jurisdiction Routing Notification

The jurisdictions will supply, upon request, to the Multi-Jurisdiction Authorized Permit Agent any highway restriction(s) to better control the possible denials to the Agreement permits.

D.6 AMENDMENTS TO AGREEMENT

All changes made to the Multi-Jurisdiction Agreement will go into effect no earlier than 60 days after approval to allow sufficient amount of time for the authorized Permit Agent to implement the changes.

D.7 FINANCE ACCOUNTING

D.7.1 Payment

The authorized Permit Agent will use each Jurisdiction's current payment method.

D.7.2 Changes to Payment Systems

All options for changing a jurisdiction payment system of the Multi-Jurisdiction Agreement will remain open but no changes can be made without a 60-day written notice to all Permit Agents. The 60-day written notice can be modified if agreed to by all affected parties.

D.8 REPORTS

On a quarterly basis, all authorized Multi-Jurisdiction Permit Agents will supply to each jurisdiction, unless waived, the individual jurisdiction's list of the permits that have been issued under this Agreement for moves within that jurisdiction. This report is to include name of applicant, date issued, applicable jurisdiction permit number, Multi-Jurisdiction Permit Number, and jurisdiction fee charged for the permit. The list shall be in sequential order using the multi-jurisdiction permit number skipping those permits that do not traverse through the reported jurisdiction. The report shall be broken down by month with subtotals for each month and a total for the quarter. A separate summary report shall be provided that shows, by month, the total number of multi-jurisdictional permits that have been issued, and the total number that have been issued for each jurisdiction. The reports shall be based on a calendar year with the reports due fifteen days after the end of the quarter, i.e. reports due April 15, July 15, October 15, and January 15.

D.9 **AUDIT**

At any time, a jurisdiction may inspect any permit or permit issuing process involved with the Multi-Jurisdiction Agreement. The jurisdiction should give 24-hour notice before showing up at any Permit Agent's location.

D.10 **IMPLEMENTATION**

Before being authorized to participate in the **NASTO MULTI-JURISDICTION PERMITTING AGREEMENT** process, the Requesting Permit Agent must sign a copy of the Agent Agreement Form, which is APPENDIX D-1 to this document.

D.11 **PROCEDURES FOR ENTERING OR WITHDRAWING FROM THE MULTI-JURISDICTION PERMIT AGENT AGREEMENT**

D.11.1 **Entering Agreement**

A Permit Agent applying for membership shall submit their request to the Chair of the NASTO Highway Transport Committee along with a signed NASTO Agent Agreement form, a sample multiple page permit, and sample quarterly reports for the purpose of format approval. The request will be circulated among member jurisdictions who will indicate to the Chair either acceptance or rejection of the request with explanation. Upon acceptance of all member jurisdictions, the Chair of the NASTO Highway Transport Committee shall sign and return the Agent Agreement form or indicate rejection within 60 days of receipt of request.

D.11.2 **Withdrawal by Agent**

A Permit Agent may withdraw from the Agreement by giving at least 30 days written notice to the Chair of the NASTO Highway Transport Committee.

D.11.3 **Withdrawal by NASTO**

The member jurisdictions, through the Chair of the NASTO Highway Transport Committee, reserve the right to cancel the Agreement at any time for any reason upon giving thirty (30) days written notice to the Permit Agent of the intent to cancel. Member jurisdictions, through the Chair of the NASTO Highway Transport Committee, reserve the right to immediately cancel without notice, for good cause.

APPENDIX D-1**NASTO
AGENT AGREEMENT FORM**

This Agreement is entered into between signatory member jurisdictions of the NASTO Memorandum of Understanding for Regional Overweight and Over-Dimensional Trip Permits for Vehicles with Nondivisible Loads (and its successor organization(s) and _____ for the sole purpose of processing multi-jurisdiction oversize/overweight permits authorized under the NASTO MULTI-JURISDICTION PERMITTING AGREEMENT hereinafter known as the “**Agreement**”.

WITNESS THAT:

WHEREAS, the member jurisdictions of the Agreement may authorize permit agents to process multi-jurisdiction permits, and

WHEREAS, the member jurisdictions of the Agreement and the Permit Agent wish to enter into a written agreement which will establish the terms and conditions for the issuance of multi-jurisdiction permits,

THEREFORE, in consideration of these facts and of mutual covenant set forth herein, the member jurisdictions of the Agreement and the Permit Agent or Agents named herein mutually agree to the following:

SECTION I - Responsibilities

- A. The Permit Agent shall:
1. Provide for a method to conduct business that is acceptable to each member jurisdiction.
 2. Permit Agents with transmitting networks servicing the NASTO region, agree to enter into an written agreement with credible and creditworthy Permit Agent applicants to supply access to their network on a customary and usual transaction fee basis.
 3. Maintain a surety bond or escrow account, as required by member jurisdictions, for the entire term of this agreement.
 4. Abide by all procedures and policies as provided to Permit Agents by member jurisdictions.
 5. Provide a complete transmitting network for the transmitting of permits issued under the provisions of the Agreement or provide legitimate written authority/agreements to utilize the transmitting networks of others.

6. Use the NASTO Common Permit Form identified in Appendix D-2. The information entered onto the form must be typed or computer generated using a single font. The routing portion of the form shall be filled out sequentially from the origin to the destination for member jurisdictions without skipping any lines. Any blank lines after the last entry shall be filled with asterisks. A maximum of five jurisdictions shall be listed on any one page of the permit. For multiple page permits, each page shall contain identical information with the exception of the routing portion and the page designation.
7. Use the NASTO Common Permit Amendment Form identified in Appendix D-3 when applicable.

B. Member Jurisdiction shall:

1. Initially, and upon request, provide the Permit Agent with information necessary to comply with the regulations of the member jurisdiction.
2. Allow only those Permit Agents to process multi-jurisdiction permits under the Agreement that have their own transmitting networks or that have legitimate written authority/agreements to utilize the transmitting networks of others.

SECTION II - Duration

This Agreement shall be in full force effective the date signed by the Chair of the NASTO Highway Transport Committee until such time as cancelled as provided for under Section III..

SECTION III - Cancellation

Member jurisdictions and the Permit Agent each reserve the right to cancel this Agreement at any time for any reason upon giving thirty (30) days written notice to the other party(s) of the intent to cancel. Member jurisdictions reserve the right to immediately cancel without notice, for good cause.

SECTION IV - Amendments

All changes in the terms or conditions of this agreement shall be made in writing.

SECTION V - Laws

The laws of member jurisdictions shall govern the interpretation, validity, and effect of this Agreement within the member jurisdiction.

SECTION VI - General

The Permit Agent herein named and the member jurisdictions acknowledge that they have read this Agreement and its attachment(s) and understand it and agree to be bound by its terms and further agree that it is the complete and exclusive statement of the Agreement.

In witness whereof, the parties hereby have duly executed the Agreement by their proper offices and representatives.

PERMIT AGENT:

COMPANY NAME

BY:

SIGNATURE OF AUTHORIZED OFFICER

PRINTED NAME AND TITLE

DATE

NASTO:

CHAIR, NASTO HIGHWAY TRANSPORT COMMITTEE

DATE

NORTHEAST MULTI-JURISDICTIONAL PERMIT OVERSIZE/OVERWEIGHT NONDIVISIBLE LOADS

APPENDIX D-2 11/98

PAGE ___ OF ___

| | | | | | | | | | | | | |
|---|---------------|-------------------------------|-----------------|------------|---------------|---------------------|----------------|--------------|---------------|----------------|---------|---------|
| PERMIT AGENT | | REQUESTED START DATE | SEND PERMIT TO: | | | | OVERALL LENGTH | FEET | INCHES* | OVERALL HEIGHT | FEET | INCHES* |
| LOAD DESCRIPTION - MAKE, MODEL, SERIAL No., OR BILL OF LADING No. | | | | | LOAD CODE | | WIDTH | | OVERHANG FEET | | INCHES* | |
| | | | | | # OF PIECES | | | | FRONT | | | |
| | | | | | | | | | REAR | | | |
| MOTOR CARRIER'S NAME AND ADDRESS | | | | | | USDOT / FEIN / SS # | | | | | | |
| VEHICLE | | LIC. PLATE # IF NONE : VIN | | ST/ JUR | # OF AXLES | REGISTERED GVW | | | | | | |
| POWER UNIT | | | | | | | | | | LBS. | | |
| TRAILER | | | | | | | | | | LBS. | | |
| AXLE # | STEERING AXLE | 2 | 3 | 4 | 5 | 6 | 7 | GROSS WEIGHT | | | | |
| AXLE WEIGHTS | | | | | | | | LBS. | | | | |
| AXLE SPACINGS FEET/INCHES" | | | | | | | | | | | | |

| | | | | | | | | |
|---------------------------------|---------------------|--|--|--------------------------------------|--|----------------------|------------|------------------------|
| SPECIFIC ADDRESS OF TRIP ORIGIN | | | | SPECIFIC ADDRESS OF TRIP DESTINATION | | | | |
| VIA JURISDICTION | ROUTING INFORMATION | | | | | TRIP LENGTH IN MILES | APPROVAL # | FEES OFFICIAL USE ONLY |
| | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |

I (WE) HAVE READ THIS FORM AND HEREBY CERTIFY: THAT THE ABOVE DATA IS CORRECT TO THE BEST OF MY(OUR) KNOWLEDGE AND BELIEF, THAT THE LOAD IS NONDIVISIBLE, THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE PROPER AUTHORITIES TO TRAVEL ROADS AND CROSS OVER AND UNDER ALL STRUCTURES OPERATED BY AUTHORITIES NOT PARTY TO THIS MULTI-JURISDICTIONAL PERMIT. APPLICANT'S REPRESENTATIVE CERTIFIES THAT THE DRIVER WILL BE PROVIDED WITH A COPY OF APPENDIX C. THE DRIVER(S) CERTIFY(IES) RECEIPT OF A COPY OF APPENDIX C.

| | | |
|------------------------------------|--------------------|------------------|
| NAME OF APPLICANT'S REPRESENTATIVE | REP'S PHONE NUMBER | DRIVER SIGNATURE |
| DATE & TIME OF APPLICATION | REP'S FAX NUMBER | DRIVER SIGNATURE |

| OFFICIAL USE ONLY | | |
|-------------------|--------------|-----------------|
| EFFECTIVE DATE : | ISSUE DATE : | |
| EXPIRATION DATE : | ISSUE TIME : | PERMIT NUMBER : |

SPECIAL PROVISIONS:

NUMBER OF ESCORTS REQUIRED: _____

THE SIGNED PERMIT MUST BE WITH THE VEHICLE DURING THE MOVE. AUTHORIZATION AND PERMISSION IS HEREBY GRANTED TO MOVE THE VEHICLE/LOAD ON THE ROUTING AS DESCRIBED ABOVE. THIS MOVEMENT SHALL ALSO BE MADE IN COMPLIANCE WITH THE PROVISIONS LISTED IN APPENDIX C. THIS PERMIT MAY BE CONFISCATED AND/OR INVALIDATED IF ANY LAWS, RULES, REGULATIONS, OR PROVISIONS OF A MEMBER JURISDICTION AND/OR THE NASTO REGIONAL PERMITTING AGREEMENT ARE VIOLATED. ALL POSTED HIGHWAY/BRIDGE LIMITS MUST BE OBSERVED UNLESS SPECIFICALLY EXEMPTED HEREIN.

