

Agreement Number: \_\_\_\_\_  
Permit Type: \_\_\_\_\_  
FID/SSN: \_\_\_\_\_  
Municipality: \_\_\_\_\_

### EXCESS MAINTENANCE AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, of \_\_\_\_\_ (“User”)

-AND-

**COVINGTON TOWNSHIP** with the administrative office located at 114 East Hill Road, Covington PA 16917 (“Township”)

**NOW, THEREFORE**, for and in consideration of the mutual promises hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree for themselves and their successors and assigns, as follows:

#### **Section 1. DEFINITION**

**USER** means that user who signs and executes this Agreement.

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

**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 Municipalities system of highways and bridges, including the entire width between right-of-way lines, over which the Municipality 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, shoulders, 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 have a gross weight in excess of a posted weight limit.

**Type 1 Permit** - A type 1 permit is valid only when carried in the over-posted-weight-vehicle.

**Type 2 Permit** - A type 2 permit is valid only when conspicuously displayed at the USER's place of business.

**Type 3 Permit** - A Type 3 permit is valid only when carried in the over-posted-weight-vehicle.

**Section 2. BACKGROUND**

- A. The USER in the conduct of its business makes use of portions of Municipal highways which are under the jurisdiction, maintenance, and control of the Municipality.
- B. Pursuant to the provisions of Section 4902 of the Vehicle Code, Act of June 17, 1976, P.L. 162, as amended, 75 Pa.C.S.§4902, the Municipality has posted gross weight restrictions on portions of these Municipal highways.
- C. The USER wishes to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions over and across portions of these posted Municipal highways.
- D. The Municipality, pursuant to 67 Pa. Code, Chapter 189, is willing to permit the movement of USER'S vehicles or combinations, together with loads, in excess of the posted gross weight restrictions, conditioned upon the execution of an approved form of security by the USER in favor of the Municipality to cover the cost of excess maintenance and restoration necessitated by the movement in accordance with the terms, conditions, and provisions hereinafter contained in this Agreement.

**Section 3. PERMISSION TO MOVE VEHICLES**

- 1. The Municipality will permit the USER to move vehicles or combinations, together with loads, in excess, of the posted gross weight restrictions on the portion(s) of Municipal highway(s) indicated below, subject to all provisions of the Vehicle Code, Act of June 17, 1976 P.L. 162, as amended, (75 Pa.C.A.) and 67 Pa Code, chapter 189.
- 2. B. The Municipality has issued the USER a Type \_\_\_ Permit to exceed the posted gross weight restrictions on the portions of Municipal highways identified below.

COUNTY	MUNICIPALITY	MUNICIPAL HIGHWAY	FROM	TO
JOINT USE	Covington			

- 3. In the event that more than one USER makes use of the po1iion (s) of Municipal highway(s) described in Section 3., Paragraph B, the USER shall report to the Municipality the amount of tonnage and or trips. The Municipality may assess and proportion, in its discretion, the maintenance and restoration costs among the USERS on a periodic basis or upon termination of this Agreement.

**Section 4. RESPONSIBILITY OF USER**

A. The portion(s) of Municipal highway(s) and appurtenances shall be maintained to a level consistent with the attached cross-section identified as "Type \_\_\_\_". and the portion(s) of Municipal highway(s) and appurtenance shall be restored to a level consistent with the attached cross-section identified as "Type \_\_\_\_ ". A copy of the cross-section(s) shall be attached to this Agreement as a Schedule and made a part hereof.

B. The USER'S responsibility shall only extend to excess maintenance and restoration. The nonperformance of normal maintenance by the Municipality shall under no circumstances constitute grounds for an offset or credit against any excess maintenance or restoration responsibilities of the USER.

C. If the USER selects Section 7, Option B, the Municipality shall determine, in its discretion, whether the excess maintenance and restoration are satisfactory.

### **Section 5. ON-SITE INSPECTION**

The USER and the Municipality 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 Municipality and the USER. A memorandum shall be prepared describing the condition of Municipal 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 may also be taken. The memorandum and photographs (if taken) shall be incorporated as an exhibit as part of this Agreement. All costs of this inspection shall be paid by the USER.

### **Section 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.

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

Excess maintenance and restoration shall be performed in accordance with Option \_\_\_\_\_ below.

#### **OPTION A.**

A. The Municipality's maintenance forces and/or a contractor(s) selected by the Municipality through its prescribed procedures. The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Section 4, Paragraph A. The work shall be in conformance with Municipality Specifications and shall be supervised and inspected by Municipality personnel.

B. The Municipality may invoice the USER for the estimated cost of repairs using either the latest maintenance contract prices or the Municipality's latest average monthly maintenance unit prices. These estimated costs shall be computed for all damages noted on the on-site inspection form. The USER agrees to reimburse the Municipality for all estimated costs.

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

1. Rescind the USER'S permission to move vehicles or combinations, together with loads, in excess of posted weight restriction over and across any Municipality highway(s) until payment is made.
2. Terminate this Agreement.
3. Proceed against security provided herein.
4. Any or all of the above.

## **OPTION B.**

A. The USER and/or its contractor(s). The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Section 4, Paragraph A. The work shall be in conformance with Municipality Specifications. If USER does work he should notify the Municipality three days in advance of doing the work. Any excess maintenance or restoration associated with bridges shall be specifically developed in a memorandum by the Municipality and directed to the USER for completion. The Municipality reserves the right to monitor or direct any excess maintenance or restoration. The USER shall reimburse the Municipality for any expenses so incurred by the Municipality.

B. If performance Option B has been agreed to, the USER shall:

1. Provide proper traffic protection at all times during excess maintenance and restoration. This protection shall comply with Municipality work area traffic control requirements as contained in Pennsylvania Department of Transportation (PennDOT) Specification Publication 408 and supplements thereto and PennDOT Publication 203.
2. Indemnify, save harmless, and defend (if requested) the Municipality and its officers, agents, and employees, from all suits, actions or claims of any character, name, or description brought for or on account of any injuries, death, or damages received or sustained by any person, persons, or property, during the performance of the work on portion(s) of Municipal highway(s) and appurtenances to be repaired, by or for the USER or its officers, agents, employees, contractors, or representatives, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect, or misconduct of the USER or its officers, agents, employees, contractors, or representatives, during the performance of the work.
3. Provide evidence to the Municipality of public liability insurance for bodily injury and property damage in the minimum amount of \$250,000 (see instructions below) each person, \$1,000,000 each occurrence. The insurance policy shall cover any loss that might occur during the performance of any excess maintenance or restoration by the USER, or its officers, agents, employees, contractors, or representatives. The Municipality shall be named as an additional insured on the certificate of insurance. A copy of the certificate of insurance shall be attached to this Agreement as an Exhibit. This insurance shall neither be changed or cancelled without forty-five days advance written notice of such change or cancellation. This advance written notice of change or cancellation shall be forwarded to the Municipality located at 114 East Hill Road, Covington, PA 16917.
4. Promptly perform excess maintenance or restoration as needed. If the Municipality determines that the USER is not maintaining or restoring the portion(s) of Municipal highway(s) and appurtenances to the level agreed to in Paragraph 3,

(above) the Municipality will notify the USER in writing, of this determination and the USER shall promptly perform the required excess maintenance or restoration.

5. If the USER fails to perform the excess maintenances or restoration promptly after receipt of notice, the Municipality may, in its discretion:
  - a. Rescind the USER'S permission to perform excess maintenances and restoration, and to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any Municipal highway(s) until necessary excess maintenance and restoration are satisfactorily performed or costs thereof are paid.
  - b. Maintain or restore the portion(s) of Municipal highway(s) and appurtenances with the USER reimbursing the Municipality for all costs so incurred.
  - c. Proceed against security provided herein.
  - d. Terminate this Agreement.
  - e. Any or all of the above.
6. Instructions: The limits of coverage set forth in this agreement, as well as the sample insurance certificate, apply to the limits of PennDOT liability. These amounts are different under the municipal tort law and should be set forth as limitations to a municipality's liability.

**Section 8. SECURITY**

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 amounts as indicated:

- |    |                                     |       |
|----|-------------------------------------|-------|
| 1. | Irrevocable Letter of Credit        | _____ |
| 2. | Certified Check                     | _____ |
| 3. | Cashier's Check                     | _____ |
| 4. | Bank Account                        | _____ |
| 5. | Certificate of Deposit (Cash Value) | _____ |
| 6. | Security Agreement                  | _____ |
| 7. | Escrow Agreement                    | _____ |
| 8. | Performance Bond                    | _____ |
| 9. | 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 Municipality 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).

## **Section 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 Section 8, Paragraph A.

## **Section 10. TERMINATION**

The USER and the Municipality 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 Municipality and the USER'S representatives shall inspect the Municipal highway(s) and appurtenances. The Municipal highway(s) and appurtenances if Section 7 Option B was elected, shall be restored to level consistent with that agreed to in Section 4, Paragraph A. Restoration shall be performed by the party(ies) agreed to in Section 7. Thereupon this Agreement shall be terminated and of no further force or effect and all security delivered to the Municipality by the USER shall be released.

## **Section 11. REVOCATION OF PERMIT**

The Municipality 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 Municipality may, in its discretion, revoke the USER'S permit(s) to operate on any other highway(s) under any other similar Agreement.

## **Section 12. CLOSING OF MUNICIPAL HIGHWAYS**

This Agreement shall not prohibit the Municipality from closing a highway 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 an act of God or war.

## **Section 13. EFFECTIVE DATE**

The effective date of this Agreement shall be the date upon which the on-site inspection memorandum is signed by the USER and the Municipality. The effective period of this Agreement shall continue from its effective date until the date of its termination as provided for herein.

## **Section 14. ADDITIONAL SECURITY AND TERMINATION**

In addition to the Municipality's right of termination set forth above, the Municipality shall have the right to require additional security upon that date the Municipality determines, in its discretion, that the aggregate amount of damage to the Municipal highway(s) exceeds 75% of the face amount of the security furnished. If additional security is required, it shall be retained by the Municipality until all excess maintenance and restorations have been completed. Failure to provide such additional security as it required shall constitute a breach of this Agreement.

(Signatures on following page)

ATTEST:

COVINGTON TOWNSHIP

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(SEAL)

(Municipal Official Signature)

ATTEST:

USER:

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(Signature)

(Signature)

---

(Date)

**AUTHORIZATION TO EXCEED A POSTED HIGHWAY WEIGHT RESTRICTION**

PERMIT NUMBER \_\_\_\_\_

.....

Name of User \_\_\_\_\_

Phone \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

This authorization is for a Type \_\_\_\_ Permit to exceed a \_\_\_\_ ton gross weight limit on portions of Municipal Highway(s) indicated below.

MUNICIPALITY	ROAD NAME	FROM	TO

Move Begins \_\_\_\_\_ Move Ends \_\_\_\_\_ Fee \_\_\_\_\_

Truck License / State \_\_\_\_\_ / \_\_\_\_\_

Truck License / State \_\_\_\_\_ / \_\_\_\_\_

I, the undersigned, hereby certify that the date submitted is correct to the best of knowledge and belief.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**AUTHORIZATION TO EXCEED THE POSTED  
HIGHWAY WEIGHT RESTRICTIONS**

The above authorization is approved subject to Section 4902 of the "Vehicle Code" and all Municipality regulations (in particular 67 PA Code Chapter 189) subject to and conditions or restrictions set forth herein or attached hereto. The above does not authorize the permitted vehicle to exceed any license maximum size or weight limit.

This authorization shall be carried in the permitted vehicle(s) while traveling upon the highway specified above (except Type 2 permits which authorize use on a particular posted highway or portion thereof by any number of over posted weight vehicles being driven to or from a common destination).

Issuance Date \_\_\_\_\_

By \_\_\_\_\_

Expiration Date \_\_\_\_\_

RESOLUTION # 3-18

**WHEREAS**, Covington Township incurs certain expenses in carrying out the administration of it's Road Weight Restriction Ordinance; and

**WHEREAS**, Covington Township desires to recover a reasonable portion of these expenses from the applicant.

**NOW, THEREFOR BE IT RESOLVED**, that the following schedule of fees shall be utilized in the administration of the Covington Township Road Weight Restriction Ordinance. No permit shall be issued until such fees have been paid to the Township by the applicant. All such fees are nonrefundable.

**SCHEDULE OF FEES**

Permits to operate vehicles in excess of 10 tons on restricted weight Township roads.

- Administrative Fee – The fee for the Covington Township Secretary to complete all paperwork necessary to issue a permit to operate vehicles in excess of 10 tons on a restricted weight Township road will be **\$50.00** per permit.
- Third Party Consultation Fees – In the event that the Covington Township Board of Supervisors determines that a third party consultation is necessary to determine the extent of damage caused by excessive hauling the permittee is responsible for all costs associated with said consultation.

**FEE SCHEDULE RESOLUTION**

Rates for Covington Township Equipment

The equipment rates that will apply when an excess maintenance agreement provides for repair work to be performed by the posting authority or its contractor are all current rates provided by FEMA.

ADOPTED this 5<sup>th</sup> day of January 2026, by the Board of Supervisors of Covington Township, Tioga County PA.

TO BECOME EFFECTIVE on the 5<sup>th</sup> day of January 2026.

ATTEST:

COVINGTON TOWNSHIP SUPERVISORS

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Supervisor

(SEAL)

\_\_\_\_\_  
Supervisor

**Overview of  
Posting and Bonding Procedures for Municipal Highways  
(April 2008)  
PENNDOT Publication 221 (dated 3-90)**

**NEW RESTRICTIONS**

- Perform engineering and safety study to determine roadway weight restrictions. (Pub. 221 page 6)
- The Municipality must advertise and pass an Ordinance with roadway studies as Attachment. Work with the Municipal Solicitor or copies can be obtained from PSATS at Harrisburg or Borough's Association. (Pub. 221 page 6)
- Notify all known haulers, large landowners and county, state agencies and PA. State Police (Enforcement agency) with written notifications and copy of the final ordinance and attachments. (Pub. 221 page 7)
- Install weight limit signs within 25 feet of each end of the restricted portion of a highway and advanced posting if it does not start at an intersection to allow drivers to avoid the restricted highway. (Pub 221 page 6 & Pub. 212 page B-19)

**MUNICIPAL ACTION REQUIRED WHEN USER WISHED A PERMIT**

1. Schedule a Preliminary Inspection with hauler (recommend both parties video entire road and retain copies). (Pub. 221 page 8)
2. Inspection fees paid by User to Municipality = \$40/first mile and \$25 every other mile prorated. (Example = 1.8 miles = \$40 + (\$25 x 0.8 miles = \$20) = \$60 (Pub. 221 page 8)
3. Determine who will perform the necessary Excess Maintenance. See Pub. 221 for details, if necessary. (This **is extremely important**.)
  - a) Option A: Municipal maintenance forces and / or its Contractor.
  - b) Option B: The User and / or its Contractor.(See Pub. 221 page 8 and Appendix C)
4. The User must supply the Municipality with an approved form of Security acceptable to the Municipality. (Please discuss with the Township Solicitor on what type of Security the Municipality should accept.) (Pub 221 & Appendix C)

Type 1 and Type 2 Permits:

  - a) \$6,000 / Mile for a gravel and / or dirt road.
  - b) \$12,500 / Mile for an oil & chipped and / or bituminous paved road.
  - c) \$50,000 / Mile if the Municipality lets the User select a lesser type of road such a gravel road instead of a paved road because hauling will destroy the roadway and rebuild. (Hardly ever acceptable due to residents using the road. (Pub. 221 page 9)
5. Execute an Excess Maintenance Agreement with the user. (Pub. 221 page 10 – 13 & Appendix C "Excess Maintenance Agreement")
6. Execute a Performance Bond and Certificate of Insurance with the User. (Pub. 221 Appendix F)

7. Municipality issues a Permit to the User when all necessary paperwork items are submitted and approved by all parties. (Pub. 221 Appendix D)
8. Perform another inspection routinely by the Municipality so the damages cannot exceed the bonded amount or for safety concerns regarding the traveling public using this road. Lastly determine the final damages and final payments or necessary final repairs or excess maintenance.
9. Very important issues that requires further actions:
  - a) The Municipality must monitor the condition of the highway and as per the selected Option A: or Option B: and / or bill for repairs.
  - b) The cost to perform Excess Maintenance should not be allowed to go beyond 75% of the Security amount without repairs being made. This is extremely important as well as safety regarding users of the road.
  - c) The Municipality **cannot** make the user improve the road, only restore the roadway to the state of repair existing at the time of the preliminary inspection.
  - d) The user is responsible for damages caused by heavy hauling only. The user is not responsible for normal maintenance.
  - e) If there are several users hauling over the weight restricted highway, Excess Maintenance Agreements must be executed between each user and Municipality. In this case, costs for damages should be prorated between users.
10. Consider cancelling permits if weather conditions (floods, severe storms, heavy ice, or heavy snow, etc. or damages aren't promptly repaired or due to safety considerations to the traveling public. (Pub. 221 Appendix C Item 11. Closing of Municipal Highways.)
11. Remember this law was enacted in June of 1976 and the limits were established more than 30 years ago and without revised legislation the Municipality cannot exceed the requirements of the law.

*(Courtesy of Tom Lyons and Gary Hopple, "Low Cost Municipal Solutions")*

**IRREVOCABLE LETTER OF CREDIT**

Issue Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Customer: \_\_\_\_\_

User: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor and authorize you to draw upon it at your office, located at \_\_\_\_\_, up to an aggregate amount of \_\_\_\_\_ by presentation of

- 1. Your written demand to pay on sight, and
- 2. A copy of this Irrevocable Letter of Credit.

On each occasion when a demand is made pursuant to this credit, the date and the amount of such demand shall be endorsed upon the reverse side of the last page of this letter.

This Letter of Credit shall be valid until \_\_\_\_\_, \_\_\_\_\_, and shall thereafter be automatically renewed for successive one-year periods upon the anniversary of it's issue. The Bank may elect not to renew the Letter of Credit for a subsequent annual term sixty (60) days after notifying you at:

Covington Township  
PO Box 253 Covington, PA 16917

You as the Beneficiary alone retain the right (a) to draw against this Irrevocable Letter of Credit, and (b) to determine whether the USER is liable for the payment of any monies under an Excess Maintenance Agreement and any supplements thereto.

Attest:

\_\_\_\_\_

Bank Name

\_\_\_\_\_

Title of Corporate Officer

\_\_\_\_\_

Title of Corporate Officers

(SEAL)

**CERTIFICATE OF INSURANCE**

Insured: \_\_\_\_\_

Company Affording Coverage: \_\_\_\_\_

Agency: \_\_\_\_\_

This is to certify that:

- A) The policies of insurance listed below have been issued to the Insured named above and are in force at this time; and,
- B) These policies provide public liability insurance for bodily injury and property damage in the minimum amounts of \$250,000 each person, \$1,000,000 each occurrence as required in Excess Maintenance Agreement No. \_\_\_\_\_, Section 7 (B)(3), executed by the Insured and Covington Township; and,
- C) These policies will not be cancelled before the expiration date unless forty-five (45) day advanced notice of such intention to cancel is delivered to Covington Township located at 114 East Hill Road, Covington PA 16917; and,
- D) Covington Township is named as an additional insured in these policies.

Policy Number(s): \_\_\_\_\_

Policy Expiration Date(s): \_\_\_\_\_

Policy Description (Check One):            \_\_\_\_\_ Claims Made            \_\_\_\_\_ Occurrence

Description of Operations:

Performance of highway maintenance in Covington Township on Municipal Highway(s)

Name and Address of Certificate Holder:

Date Issued: \_\_\_\_\_

Authorized Representative

“The limits of coverage set forth on this certificate as well as the sample agreement apply to PennDOT’s liability limits. These amounts are different under municipal tort law and should be set forth as limitations to municipality’s liability.”

**SURETY BOND REQUEST FORM**

Principal: \_\_\_\_\_

Name of Company / Owner: \_\_\_\_\_

Address of Company / Owner: \_\_\_\_\_

Type of Bond Requested: \_\_\_\_\_ (i.e. Performance, Super Heavy or Overweight, Excess Maintenance, etc.)

Amount of Bond Required: \_\_\_\_\_

Effective Date of Bond: \_\_\_\_\_

Completion Date of Project Bond Expiration Date: \_\_\_\_\_

Is there a "Special Form" being requested or required?     Yes     No

Contact Person: \_\_\_\_\_

Address of Principal: \_\_\_\_\_

Phone Number of Principal: \_\_\_\_\_

If a contract is involved, please attach a copy of the deck page of the contract and any pages pertaining to bond or insurance requirements.

**SURETY BOND**

FEDERAL ID NO. \_\_\_\_\_ BOND NO. \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

Principal means \_\_\_\_\_ (Company) of \_\_\_\_\_  
\_\_\_\_\_ (address).

Surety means \_\_\_\_\_ (Insurer), a public corporation having its principal  
business at \_\_\_\_\_ (address).

Municipality means Covington Township acting through its Municipal Officials.

Agreement means an Excess Maintenance Agreement executed between the Municipality and the  
Principal.

**BACKGROUND**

The Principal has executed an Excess Maintenance Agreement with the Municipality  
Under this Agreement, No. \_\_\_\_\_, the Principal has promised to pay all costs  
of excess maintenance, restoration or other expenses resulting from the movement of vehicles or  
combinations, together with loads, in excess of gross weight restrictions on Posted Municipal  
Highways.

**AGREEMENT**

1. The Principal and the Surety, intending to be legally bond, jointly and severally,  
promise to pay to the Municipality the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) dollars.
2. This sum shall be payable by the Principal to the Municipality when demand is made  
upon the Principal for any cost of maintenance and restoration or other expenses  
incurred by the Municipality pursuant to the Agreement.
3. The Surety promises to pay this sum to the Municipality if the Principal fails to pay after  
the Municipality has made demand upon the Principal.
4. The Principal and Surety promise to be bound by the terms of this Performance Bond  
until the later of the date the Agreement terminates or the date all of the Principal's  
liability incurred under the Agreement is totally discharged and satisfied.
5. The Surety may terminate its future liability under this Performance Bond ninety (90)  
days after furnishing written notice of such intention to terminate, delivered by person  
or by registered or certificate mail to the Municipality located at 114 East Hill Road,  
Covington PA 16917.
6. The termination shall not effect the liability of the Surety and the Principal for any  
liability incurred by the Principal under the Agreement prior to the effective date of  
such termination, but the liability of the Principal and the Surety for any liability  
incurred by the Principal under the Agreement prior to the effective date of termination  
shall continue beyond the date of termination until such time the Principal's liability is  
totally discharged and satisfied.

7. The promises of the Principal and the Surety shall not be released by any alteration of or amendment to the Agreement.
8. This Performance Bond shall be binding upon and insure to the benefit of the parties hereto and their respective successors in interest.
9. If the Principal and / or Surety fail to keep any promise under this Performance Bond, the Principal and Surety authorize and empower any attorney of any court to record within the United States or elsewhere to appear for the Municipality and confess judgement against the Principal and / or Surety in favor of the Municipality as often as necessary, as of any term, with or without declaration filed, without stay of execution and without presentment for such sum or sums as may be payable, together with costs of suit and attorney fees, and with release of all errors; Principal and Surety waive inquisition on any real estate and exemption of any property whatsoever, or exemption, and release and waive relief from any and all appraisement, stay of execution k or exemption laws of any state or nation, now in force or hereinafter to be passed, to the extent such statues may be waived.

IN WITNESS WHEREOF, the said Principal and Surety hereto have caused these presents to be duly executed, attested and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

PRINCIPAL

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title

ATTEST:

SURETY

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title

ISSUING AGENCY OR BONDING  
COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

COUNTY	MUNICIPALITY	MUNICIPAL HIGHWAY	FROM	TO
JOINT USE	Covington			