

**POSTING & BONDING PROCEDURES**  
**FOR**  
**MUNICIPAL HIGHWAYS**



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## Introduction

Over the years, heavy trucks have damaged many of Pennsylvania's highways, particularly the older, secondary roads which were not designed or built to accomodate todays heavy loads.

To alleviate this problem, the Pennsylvania Department of Transportation established uniform posting and bonding policies to protect highways from excessive damage. According to Section 4902(f) of the Vehicle Code, municipalities which post and bond highways shall adhere to Department regulations.

This booklet was created to ensure that municipalities follow the correct procedures for posting and bonding. It includes a copy of Section 4902 of the Motor Vehicle Code, a summary of Chapter 189 of Department regulations on posting and bonding, and details on proper posting and bonding procedures along with a sample bonding agreement (hereafter referred to as an excess maintenance agreement), a permit, a certificate of insurance, and examples of several acceptable types of security.

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**TITLE 75**  
**MOTOR VEHICLE CODE**  
**SECTION 4902**

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**Section 4902 — Restrictions on use of highways and bridges.**

(a) **Restrictions based on condition of highway or bridge.** — The commonwealth and local authorities, with respect to highways and bridges under their jurisdictions, may prohibit the operation of vehicles and may impose restrictions as to the weight or size of vehicles operated upon a highway or bridge whenever they determine that the highway or bridge may be damaged or destroyed unless use by vehicles is prohibited or the permissible size or weight of vehicles is reduced.

School buses, emergency vehicles and vehicles making local deliveries or pickups may be exempted from restrictions on the use of highways imposed under this subsection.

(b) **Restrictions based on traffic conditions.** — The commonwealth and local authorities, with respect to highways and bridges under their jurisdictions, may prohibit the operation of vehicles and may impose restrictions as to the weight or size of vehicles operated upon a highway or bridge whenever they determine that hazardous traffic conditions or other safety factors require such a prohibition or restriction.

School buses, emergency vehicles and vehicles making local deliveries or pickups may be exempted from restrictions on the use of highways imposed under this subsection.

(c) **Permits and security.** — The commonwealth and local authorities may issue permits for movement of vehicles of size and weight in excess of restrictions promulgated under subsections (a) and (b) with respect to highways and bridges under their jurisdiction and may require such undertaking or security as they deem necessary to cover the cost of repairs and restoration necessitated by the permitted movement of vehicles.

(d) **Designation of alternate routes.** — In conjunction with the exercise of the powers set forth in subsections (a) and (b), the commonwealth may designate alternate routes for vehicles in excess of specified weights or sizes. Such alternate routes may use portions of the Pennsylvania Turnpike.

(e) **Erection of signs.** — The commonwealth and local authorities shall erect or cause to be erected and maintained restriction signs designating the restrictions at each end of a bridge or portion of highway restricted as provided in subsections (a) or (b).

In the case of a restriction on a bridge or on a highway which does not begin or end at an intersection with an unrestricted highway, the commonwealth or local authorities shall also place an advance informational sign at the intersection nearest each end of the restricted bridge or portion of highway which would allow drivers to avoid the restricted bridge or portion of highway.

No person shall be convicted of violating subsections (a) or (b) unless the restriction sign designating the restricted bridge or portion of highway to traffic moving in the direction the person was driving was posted as required in this subsection. However, failure to post the restriction sign designating the restricted bridge or portion of highway to traffic moving in the opposite direction or failure to post any advance informational sign shall not constitute a defense to a violation of this section.

(f) **Actions to be in accordance with department regulations.** — All actions taken under authority of this section shall be taken in accordance with department regulations.

**(g) Penalty.** —

1) Any person operating a vehicle or combination upon a highway or bridge in violation of a prohibition or restriction imposed under subsection (a) is guilty of a summary offense and shall, upon conviction, be sentenced to pay a fine of \$75, except that any person convicted of operating a vehicle with a gross weight in excess of a posted weight shall, upon conviction, be sentenced to pay a fine of \$150 plus \$150 for each 500 pounds, or part thereof, in excess of 3,000 pounds over the maximum allowable weight.

2) Any person operating a vehicle or combination in violation of a prohibition or restriction imposed under subsection (b) is guilty of a summary offense and shall, upon conviction, be sentenced to pay a fine of not less than \$25 and not more than \$100.

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# ROAD BONDING REGULATIONS

## Hauling in Excess of Posted Weight Limit on Highways

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### Chapter 189

#### Section 189.1. Scope; Authority.

(a) This chapter regulates the use of highways posted with weight restrictions authorized under Section 4902 of the Vehicle Code, Title 75 of the Pennsylvania Consolidated Statutes, by vehicles and combinations having a gross weight in excess of the posted weight limit, and applies to both state highways and highways under the jurisdiction of local authorities.

(b) This chapter is promulgated under the authority of Sections 4902 and 6103 of the Vehicle Code.

(c) The provisions of this chapter apply to bridges located on posted highways but do not apply to bridges posted independently of highways.

#### Section 189.2. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

**Excess maintenance** — 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.

**Local traffic** — The following shall be regarded as local traffic for the purposes of Section 189.3. of this title (relating to local traffic):

- 1) emergency vehicles;
- 2) school buses;
- 3) vehicles and combinations of governmental agencies and utilities or their contractors engaged in construction or maintenance on a posted highway or in a location which can be reached only via a posted highway; and
- 4) vehicles and combinations going to or coming from a residence, commercial establishment, or farm located on a posted highway or which can be reached only via a posted highway.

**Normal maintenance** — The usual and typical activities necessary to maintain the roadway, shoulders, and drainage facilities in the state of repair existing at the date of the inspection prescribed in Section 189.4(f)(1) of this title (relating to use under permit).

**Over-posted-weight vehicle** — A vehicle or combination having a gross weight in excess of a posted weight limit.

**Posted highway** — A highway having a posted weight limit.

**Posted weight limit** — A restricted weight limit posted on a highway under authority of Section 4902 of the Vehicle Code.

**Posting authority** — The department, as to state-designated highways, and local authorities, as to all other streets and highways.

#### Section 189.3. Local traffic.

(a) **General rule.** Over-posted-weight local traffic may exceed posted weight limits unless the posting authority determines that an over-posted-weight vehicle or vehicles being driven to or from a particular destination or destinations are likely to damage the highway.

(b) **Vehicles determined likely to damage highway.** If the posting authority determines that one or more over-posted-weight vehicles are likely to damage the highway, the posting authority will so notify the registrants of the over-posted-weight vehicles or owners of the destination or destinations, or both, and will also notify state and local police. After two business days following delivery of the notice, or after five days following mailing of the notice, such over-posted-weight vehicles shall not exceed the posted weight limits except in accordance with the provisions of Section 189.4 of this title (relating to use under permit).

(c) **Proof of local traffic status.** The following types of documents will constitute evidence that a vehicle is local traffic:

- (1) A bill of lading, shipping order, or similar document which shows a destination on the posted highway.
- (2) Certification by the permittee or an official of a permittee company on the company letterhead describing the local traffic nature of the activity which the vehicle is engaged in.

#### Section 189.4. Use under permit.

(a) **General rule.** No over-posted-weight vehicle, except local traffic authorized under Section 189.3(a) of this title (relating to local traffic), shall be driven on a posted



highway with a gross weight in excess of the posted weight limit unless the posting authority has issued a permit for the vehicle or vehicles in accordance with this section.

(b) Types of permits. Types of permits shall include the following:

(1) A Type 1 permit authorizes use of a particular posted highway or portion thereof by an over-posted-weight vehicle. It is valid only when carried in the over-posted-weight vehicle.

(2) A Type 2 permit authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination.

(i) Documents of the type set forth in Section 189.3(c) of this title (relating to local traffic) will constitute evidence of a vehicle's destination.

(ii) A Type 2 permit will be issued only upon request of the permittee and if the posting authority determines that it is not feasible to issue a Type 1 permit for each vehicle. For example, most over-posted-weight vehicles hauling to and from the place of business of the permittee belong to or are hauling under contract with customers or suppliers of the permittee.

(3) A Type 3 permit authorizes use of a number of specified posted highways or portions thereof by an over-posted-weight vehicle.

(i) A Type 3 permit is valid only when carried in the over-posted-weight vehicle.

(ii) A Type 3 permit is issued only if the posting authority determines that damage to the posted highway covered by the permit will be minimal because of the limited number of moves by over-posted-weight vehicles and short-term use of the highways anticipated by the permittee.

(c) Excess maintenance agreement. Issuance of a permit to exceed a posted weight limit or limits will be conditioned on the agreement by the permittee to accept financial responsibility for excess maintenance of the posted highway or portion thereof to be used by the permittee. The agreement may provide for the work to be performed by the posting authority or its contractor or by the permittee or its contractor, except that in the case of a self-bonded agreement, the department will require that all work be performed by the permittee or its contractor.

(d) Security. Except as provided in paragraph (4) of this subsection, the permittee shall be required to provide security in favor of the posting authority to assure compliance with the maintenance-reconstruction agreement.

(1) Amount of security. Amount of security shall be as follows:

(i) Type 1 and 2 permits. Type 1 and 2 permits shall include:

(A) \$6,000 per linear mile for unpaved highways to be maintained at a level consistent with the type of highway.

(B) \$12,500 per linear mile for paved

highways to be maintained at a level consistent with the type of highway.

(C) \$50,000 per linear mile for any highway which the posting authority allows to be maintained below a level consistent with the type of highway.

(ii) Type 3 permits. \$10,000 for each county or municipality covered by the permit.

(iii) Schedule of bonding amounts. The department will, from time to time but not more often than annually, publish a revised schedule of bonding amounts based on increased or decreased maintenance costs.

(2) Form of security. The security may be in the form of a performance bond with surety by a company authorized to do business in the commonwealth; or, at the option of the permittee, in the form of a certified or cashier's check, bank account, or irrevocable letter of credit in favor of the posting authority; or in some other form of security acceptable to the posting authority.

(3) Additional security. When the amount of damage in excess of normal maintenance to a posted highway is estimated by the posting authority to constitute 75 percent or more of the amount of the security, the posting authority may require the highway to be maintained or reconstructed within 30 days unless the permittee agrees to provide such additional security as the posting authority shall determine.

(4) Self-bonding. The posting authority may authorize self-bonding if it determines, on the basis of the financial ability of the permittee, that it is unlikely that the posting authority will be unable to collect a judgment rendered against the permittee for failure to comply with the maintenance agreement.

(i) The posting authority may require corporate officers and stockholders and their spouses to execute a self-bond if the financial ability of a corporation is insufficient in itself to justify self-bonding.

(ii) The posting authority may require the permittee to execute liens on real or personal property, or both, as a condition for authorizing self-bonding.

(iii) To be considered for self-bonding by the department, a permittee shall file Contractor's Financial Statement, Department Form CS 4300, Part 1. The financial statement shall be updated annually and within 30 days of any department request for an update.

(e) Multiple permittees. Multiple permittees shall conform with the following:

(1) Agreement to share excess maintenance responsibility. If two or more persons wish to obtain Type 1 or Type 2 permits to operate over-posted-weight vehicles on the same posted highway or portion thereof, they may agree among themselves as to their relative responsibility for the cost of excess maintenance, and the posting authority will enter into agreements and accept security on the basis of the agreed shares.

(2) Determination by posting authority. If multiple applicants for Type 1 or Type 2 permits cannot agree on their relative responsibility, the posting authority will deter-

mine their relative shares and will enter into agreements with and accept security from any person agreeing to such determination.

(3) Subsequent permit applicants. Paragraphs (1) and (2) of this subsection shall apply even if one or more persons have already entered into a Type 1 or Type 2 permit agreement and posted security when another person expresses the desire to obtain a Type 1 or Type 2 permit to operate over-posted-weight vehicles on the same posted highway.

(f) Determination of highway condition. Determination of highway condition shall consist of the following:

(1) Inspection. Representatives of the posting authority and of the permittee or permittees will make an on-site inspection of the posted highway immediately before issuance of each permit to determine its condition.

(2) Reinspection. The posted highway will be reinspected:

- (i) upon issuance of any new permit;
- (ii) from time to time as the posting authority determines repairs may be required; and
- (iii) upon termination of any permit,

to determine the amount of damage for which the permittee or permittees are responsible.

(3) Type 3 permits. Before and after using a Type 3 permit on any posted highway specified in the permit, the representatives of the permittee and the posting authority will make an onsite inspection to determine the relative condition of the highway before and after the use and to assess any excess maintenance caused by the permittee.

(4) Notification of inspections and reinspections. All Type 1 and Type 2 permittees on a posted highway or portion thereof will be notified of all inspections and reinspections on the highway or portion and may participate in the inspections and reinspections.

(5) Inspection costs. The inspection costs of the posting authority shall be paid by the permittee or permittees. Inspection costs related to a county-wide or municipality-wide Type 3 permit will be paid solely by the Type 3 permittee.

(g) Administrative fee. The department will charge a \$15 administrative fee for issuance of each Type 3 permit. Local authorities may charge an administrative fee of no more than \$15 for issuance of each Type 3 permit.

## Posting Procedures

### Engineering and Traffic Study

No highway should be posted unless an engineering and traffic study of the road has been completed and evidence of that study is on file with the municipality. The following elements should be considered in every engineering and traffic study pertaining to weight restrictions based on the condition of the highway.

- Geometric review - roadway width, vertical and horizontal clearance, turning radii.

- Past experience - highway breakup.

- Pavement analysis.

- Traffic speeds.

- Traffic volume - average daily traffic, peak hour, kinds and classes.

Traffic may be prohibited or restricted when any of the following exists:

- The highway pavement or shoulders have been weakened due to deterioration, high traffic volumes, or climatic conditions, and pavement analysis or engineering judgement indicates that it may be seriously damaged unless certain weight vehicles are prohibited.

- The highway has inadequate turning radii or horizontal width at one or more locations.

- An analysis of previous climatic conditions indicated that certain weight vehicles should have been prohibited from the highway.

### Ordinance

If the engineering study indicates that traffic should be prohibited or restricted on a locally owned highway, an ordinance must be passed by the municipality. The highway number and the highway name should be shown in the ordinance, and if the restriction is for only a portion of the highway, that portion must be clearly identified.

### Erection of Signs

The weight limit ( ) tons sign, R12-1 (Figure 1) is used to restrict the weight permitted on a highway. The R12-1 sign shall be erected in accordance with Title 67, PA Code, SS 211 and Title 75, PA Code, SS 4902. The standard size of the R12-1 sign is 24 inches x 30 inches.



### Notification of Law Enforcement Agency

The State and/or Local Police should be forwarded written notification of the items shown below.

Each new posting established by ordinance and the reason for posting.

Each new excess maintenance agreement and each cancellation of an existing agreement.

Local traffic that has been determined as likely to damage the highway and that is now required to enter into an excess maintenance agreement.

Each removal of a posting through adoption of a repealing ordinance.

### Advance Notice of Posting

To lessen user confusion, advance notice of the posting should be published at least twice in one or more newspapers of general circulation in the municipality in which the road is located. The first notice should be published a minimum of five (5) business days prior to the posting. The Municipal Code requires published notice for ordinance adoption prior to the meeting at which it will be enacted.

### Contact Known Users

The municipality should, prior to posting, contact any known users concerning the possibility of executing an excess maintenance agreement.

Figure 1



## Excess Maintenance Agreement Procedures

Before executing an excess maintenance agreement, the municipality must post the highway using the posting procedures previously outlined.

### Type of Permit

The municipality must decide whether the agreement is to be for a specific posted highway (type 1 or type 2 permittee) or municipality-wide (type 3 permittee). This is generally determined by the anticipated type and extent of excess maintenance resulting from the heavy hauling.

### Performance of Excess Maintenance

A determination must be made as to whom is to perform the excess maintenance [Option A - Municipality maintenance forces and/or its contractor(s), or Option B - the User and/or its contractor(s)]. If the user will perform excess maintenance (Option B of the excess maintenance agreement), the user shall provide a certificate of insurance naming the municipality as an additional insured. This certificate should be incorporated in the excess maintenance agreement as an exhibit (see Appendix G).

### Preliminary Inspection

The user should be notified of the inspection and should participate in the inspection. The user should receive a copy of the inspection report. The following is a guide for charges for preliminary and final inspections:

- (1) \$40 for the first mile or portion thereof
- (2) \$25 for each additional mile (prorated)

As an example, a preliminary inspection charge for an excess maintenance agreement covering 0.6 miles would be \$40; while, the charge for a preliminary inspection covering 2.5 miles would be \$77.50 - \$40 for the first mile and 1.5 mile @ \$25 or \$37.50 for the remaining.

### Amount and Type of Security

The user shall be required to provide an approved form of security (Ref. Appendix C - Security) in favor of the municipality in the amount specified in the schedule on the following page. The amounts in the Schedule are in accordance with Chapter 189 of Department regulations and apply to state and municipal highways. The security should be incorporated in the excess maintenance agreement as an exhibit.

## Schedule of Security Amounts

### Type 1 and Type 2 Permittees

- (A) \$6,000 per linear mile for unpaved highways to be maintained at a level consistent with the type of highway. (See Example A below).
- (B) \$12,500 per linear mile for paved highways to be maintained at a level consistent with the type of highway. (See Example B below).
- (C) \$50,000 per linear mile for any highway which the municipality allows to be maintained below a level consistent with the type of highway. (See Example C below).

### Type 3 Permittee

- (A) \$10,000 for each municipality covered by the permit.

### Type 1 and Type 2 Security Examples

#### Example A:

A user enters an excess maintenance agreement with a municipality to be responsible for excess damages for 2 miles of a posted \*Type 10 highway. It is mutually agreed that the highway will be maintained at a Type 10 level. The required security would be \$12,000 (\$6,000 per linear mile).

#### Example B:

A user enters an excess maintenance agreement with a municipality to be responsible for excess damages for 2 miles of a posted \*Type 40 highway. It is mutually agreed that the highway will be maintained at a Type 40 level. The required security would be \$25,000 (\$12,500 per linear mile).

#### Example C:

A user enters an excess maintenance agreement with a municipality to be responsible for excess damages for 2 miles of a posted \*Type 40 highway. It is mutually agreed that the road will be allowed to revert to a Type 10 highway during the heavy hauling operation. The required security would be \$100,000 (\$50,000 per linear mile).

### Type 3 Permit Security Example

A user anticipates hauling on a posted municipal highway for a short time. The municipality determines that damage will be minimal - \$10,000 security.

\*See Appendix B

## Issuance of Permit

After the excess maintenance agreement has been executed between the user and the municipality, the municipality should issue the appropriate permit to the user. (See Appendix D)

## Notes

The municipality should monitor the condition of the highway and should notify the user to make any necessary repairs if Option B was selected, or repair the damage and bill the user if Option A was selected.

The cost to perform excess maintenance should not be allowed to go beyond 75% of security amount without repairs being made.

The municipality cannot make the user improve the road, only restore it to the state of repair existing at the time of the preliminary inspection.

The user is only responsible for damages caused by heavy hauling. He is not responsible for normal maintenance activities that would routinely be performed on the highway had the user not been there.

Local deliveries may be allowed to use the posted highway and only be required to enter an excess maintenance agreement if the municipality determines that the local delivery is doing damage.

If there are several users hauling over a weight restricted highway, excess maintenance agreements should be prepared between the municipality and each user. In this case, costs for damages should be pro-rated based on tonnage hauled unless circumstances dictate otherwise.

For examples of normal and excess maintenance activities, refer to Appendix A.

NORMAL MAINTENANCE VS. EXCESS MAINTENANCE  
PAVED ROADWAYS

<u>ACTIVITY</u>	<u>NORMAL MAINTENANCE</u>	<u>EXCESS MAINTENANCE</u>
Pothole patching.	No patching required until 3-years after a roadway has been scratched and seal coated; otherwise, when needed but not more than once a year.	Potholes or wheel depressed areas after roadway had been scratched and seal coated within a 3-year period; otherwise, when needed but usually not more than once a year.
Shoulder cutting or grading.	Three to 4-year cycle.	Anything more often than 3-4 year cycle. Shoulder build-up due to bonded truck running off edge of pavement. Shoulder cutting or grading due to roadway being pushed down.
Inlet and ditch cleaning.	As needed due to storm conditions and gradual sediment.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, ditches pushed shut by bonded trucks riding on shoulders.
Pipe replacement.	When pipe wears out (25-30 years).	Pipe crushed due to heavy hauling activities.
Pipe flushing.	As needed due to storm conditions and gradual build-up of debris.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, pipe blocked as result of bonded trucks riding on shoulders.



# APPENDIX A

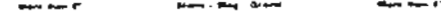
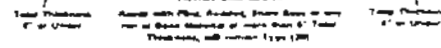
## NORMAL MAINTENANCE VS. EXCESS MAINTENANCE

### STABILIZED ROADWAYS

<u>ACTIVITY</u>	<u>NORMAL MAINTENANCE</u>	<u>EXCESS MAINTENANCE</u>
Grading and shaping.	Spring and fall material to stabilize added as needed.	Grading and shaping beyond normal maintenance.
Dust palliative.	Once a year (in front of homes).	Anything more often than once a year.
Inlet and ditch cleaning.	As needed due to storm conditions and gradual sediment.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, ditches pushed shut by bonded trucks riding on shoulders.
Pipe replacement.	When pipe wears out (25-30 years).	Pipe crushed due to heavy hauling activities.
Pipe flushing.	As needed due to storm conditions and gradual build-up of debris.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, pipe blocked as result of bonded trucks riding on shoulders.

NORMAL MAINTENANCE VS. EXCESS MAINTENANCE  
PAVED ROADS REVERTED TO STABILIZED

<u>ACTIVITY</u>	<u>NORMAL MAINTENANCE</u>	<u>EXCESS MAINTENANCE</u>
Dust palliative.		Dust oil entire length as needed.
Grading and shaping.		As needed.
Inlet and ditch cleaning.	As needed due to storm conditions and gradual sediment.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, ditches pushed shut by bonded trucks riding on shoulders.
Pipe replacement.	When pipe wears out (25-30 years).	Pipe crushed due to heavy hauling activities.
Pipe flushing.	As needed due to storm conditions and gradual build-up of debris.	As needed due to run-off from user's approach, shoulder deterioration arising from bonded trucks running on shoulders, pipe blocked as result of bonded trucks riding on shoulders.

HIGHWAY TYPE

## APPENDIX C

### EXCESS MAINTENANCE AGREEMENT

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

EXCESS MAINTENANCE AGREEMENT \_\_\_\_\_, 19\_\_\_\_  
User \_\_\_\_\_ of \_\_\_\_\_

#### DEFINITION

USER means that user who signs and executes this Agreement.

Municipality means \_\_\_\_\_ Township/Borough/City acting through their Municipal Officials.

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 8 feet between supports.

Highway means any highway or bridge on the Municipality's 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.

## APPENDIX C

### BACKGROUND

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.

Pursuant to the provisions of Section 4902 of the Vehicle Code, Act of June 17, 1976, P.L. 162, as amended, 75 PaCS 4902, the Municipality has posted gross weight restrictions on portions of these Municipal highways.

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.

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.

### AGREEMENT

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:

#### 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 PaCS) and 67 Pa code, Chapter 189.

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
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## APPENDIX C

### Joint Use

2. In the event that more than one USER makes use of the portion(s) of Municipal highway(s) described in Paragraph 1, (above) 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.

### Responsibility of USER

3. 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.

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.

If the USER selects Paragraph 6, Option B, (below) the Municipality shall determine, in its discretion, whether the excess maintenance and restoration are satisfactory.

### On-Site-Inspection

4. 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 highways(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.

### Maintenance Not Covered

5. 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.

### Performance of Excess Maintenance and Restoration

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

## APPENDIX C

### OPTION 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 Paragraph 3 (above). The work shall be in conformance with Municipality Specifications and shall be supervised and inspected by Municipality personnel.

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.

The USER shall submit payment to the Municipality within 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 pursuant to Paragraphs 7 and 13 below.
- 4.) Any or all of the above.

### OPTION B.

The USER and/or its contractor(s). The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 3 (above). 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.

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.

## APPENDIX C

- 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 representative, 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 amounts of "\$250,000 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 \_\_\_\_\_.
- 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 maintenance or restoration promptly after receipt of notice, the Municipality may, in its discretion:
  - a) Rescind the USER'S permission to perform excess maintenance 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 provide pursuant to Paragraphs 7 and 13 below.
  - d) Terminate this Agreement.
  - e) Any or all of the above.

"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.

## APPENDIX C

### Security

7. 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:

A. Irrevocable Letter of Credit	\$ _____
B. Certified Check	\$ _____
C. Cashier's Check	\$ _____
D. Bank Account	\$ _____
E. Certificate of Deposit (Cash Value)	\$ _____
F. Security Agreement	\$ _____
G. Esrow Agreement	\$ _____
H. Performance Bond	\$ _____
I. 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).

### Liability of USER

8. 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 Paragraph 7 (above).

### Termination

9. 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 Paragraph 6 Option B was elected, shall be restored to level consistent with that agreed to in Paragraph 3 (above). Restoration shall be performed by the party(ies) agreed to in Paragraph 6 (above). 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.



## APPENDIX C

### Revocation of Permit

10. 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.

### Closing of Municipal Highways

11. 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.

### Effective Date

12. 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.

### Additional Security and Termination

13. 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 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 is required shall constitute a breach of this Agreement.

Attest:

(Name of Municipality)

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

By \_\_\_\_\_  
Municipal Official Title

Attest:

User:

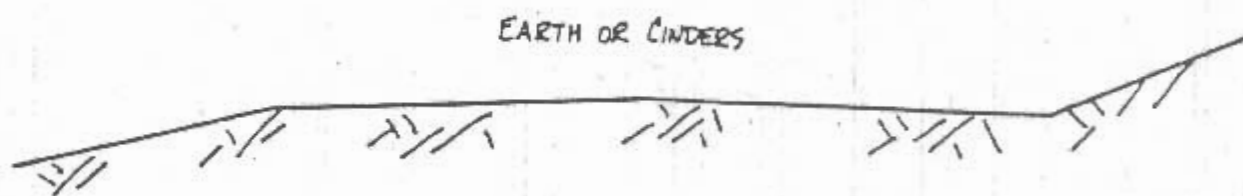
\_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_  
(SEAL)

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



APPENDIX C

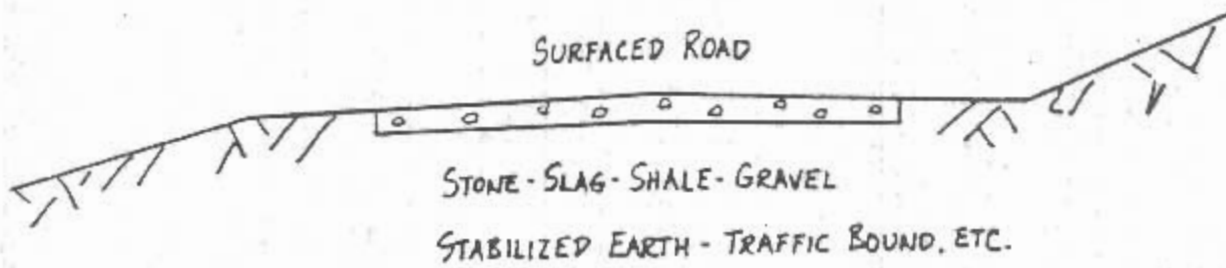
TYPE 10



SCHEDULE A

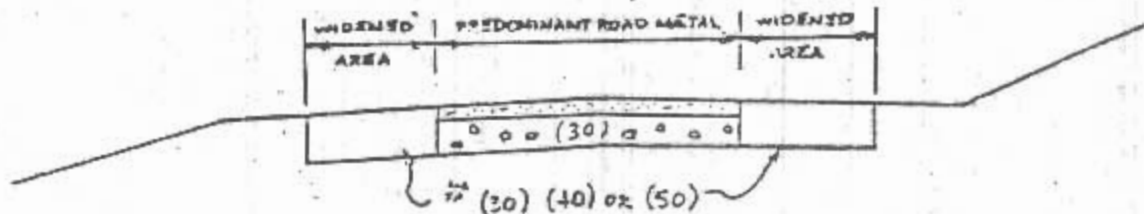
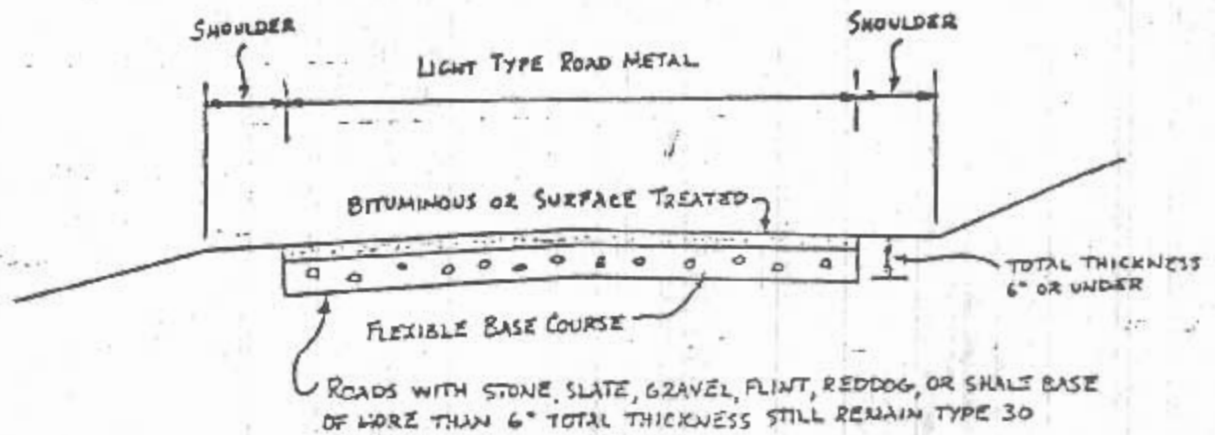
APPENDIX C

TYPE 20



SCHEDULE A

## TYPE 30

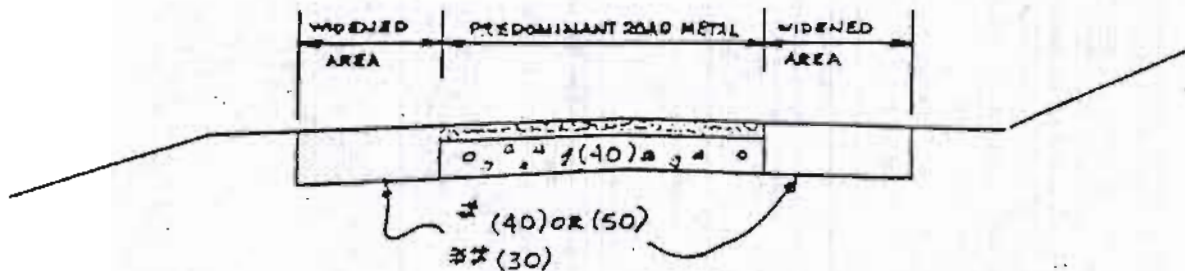
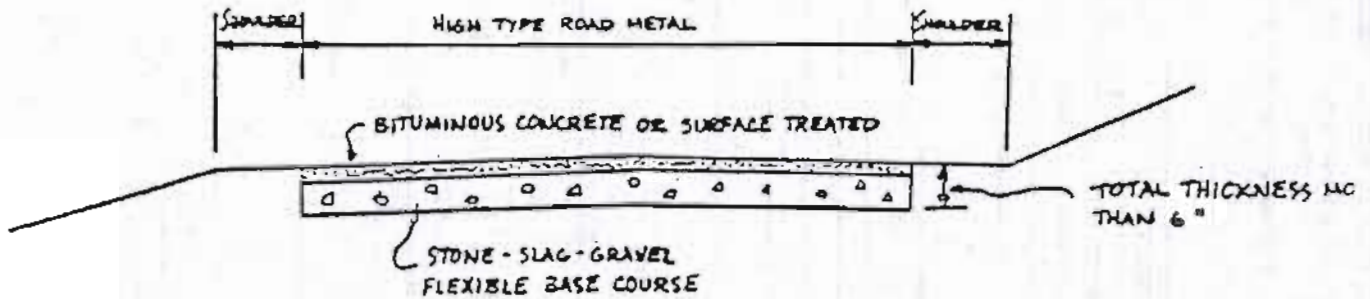


\* WIDENING OF RIGID PAVEMENTS WITH RIGID TYPE OR, WIDENING OF FLEXIBLE PAVEMENTS WITH AN EQUAL OR HIGHER FLEXIBLE TYPE, SHALL NOT BE SHOWN ON THE STRAIGHT LINE DIAGRAMS AS WIDENING, BUT SHALL BE SHOWN AS INCREASED WIDTH OF ROAD METAL AND THE PAVEMENT CODED FOR THE PREDOMINANT TYPE.

SCHEDULE A

APPENDIX C

# TYPE 40



WIDENING OF RIGID PAVEMENTS WITH RIGID TYPE OR, WIDENING OF FLEXIBLE PAVEMENTS WITH AN EQUAL OR HIGHER FLEXIBLE TYPE, SHALL NOT BE SHOWN ON THE STRAIGHT LINE DIAGRAMS AS WIDENING, BUT SHALL BE SHOWN AS INCREASED WIDTH OF ROAD METAL AND THE PAVEMENT CODED FOR THE PREDOMINANT TYPE.

WHEN WIDENED AREA IS OF A TYPE LESS THAN THE PREDOMINANT TYPE, IT SHALL BE SHOWN AS WIDENING ON THE STRAIGHT LINE DIAGRAM.

SCHEDULE A

APPENDIX D

AUTHORIZATION TO EXCEED A POSTED HIGHWAY WEIGHT RESTRICTION

PERMIT NO.: \_\_\_\_\_

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.

COUNTY	MUNICIPALITY	MUNICIPAL HIGHWAY	FROM	TO
--------	--------------	-------------------	------	----

MOVE BEGINS: \_\_\_\_\_ MOVE ENDS: \_\_\_\_\_ FEE: \_\_\_\_\_

TRUCK LICENSE/ST: \_\_\_\_\_/\_\_\_\_\_

TRAILER LICENSE/ST: \_\_\_\_\_/\_\_\_\_\_

REMARKS:

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

SIGNATURE &

TITLE: X \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZATION TO EXCEED  
THE POSTED HIGHWAY WEIGHT RESTRICTION

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 any conditions or restrictions set forth herein or attached hereto. The above does not authorize the permitted vehicle to exceed any licensed maximum size or weight limit.

This authorization shall be carried in the permitted vehicle while traveling upon the highway specified above (except Type 2 Permits which authorize use of 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 \_\_\_\_\_  
Municipal Official

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



APPENDIX E

IRREVOCABLE LETTER OF CREDIT

ISSUE DATE:

BENEFICIARY: (Municipality name)

CUSTOMER:

USER:

EXPIRATION DATE:

AMOUNT:

GENTLEMAN:

We hereby establish our Irrevocable Letter of Credit in your favor and authorize you to draw upon it at our office, located at \_\_\_\_\_, up to an aggregate amount of \_\_\_\_\_ by presentment 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 \_\_\_\_\_, 19\_\_\_\_, and shall thereafter be automatically renewed for successive one-year periods upon the anniversary of its issue. The Bank may elect not to renew the Letter of Credit for a subsequent annual term sixty (60) days after notifying you at:

(Municipality Name  
and Address)

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

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 Officer

(SEAL)

EXHIBIT A

APPENDIX F

PERFORMANCE BOND NUMBER: \_\_\_\_\_, 19\_\_\_\_

Principal means \_\_\_\_\_ of

Surety means \_\_\_\_\_, a  
public corporation having its principal business at

Municipality means \_\_\_\_\_ Township/Borough/City  
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 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.

## APPENDIX F

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 certified mail to the Municipality located at \_\_\_\_\_.

This 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.

6. The promises of the Principal and the Surety shall not be released by any alteration of or amendment to the Agreement.

7. This Performance Bond shall be binding upon and insure to the benefit of the parties hereto and their respective successors in interest.

8. 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 of 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, and authorize condemnation of same and immediate issuance of a Writ of Execution, or exemption, and release and waive relief from any and all appraisment, stay of execution, or exemption laws of any state or nation, now in force or hereinafter to be passed, to the extent such statutes may be waived.

APPENDIX F

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 \_\_\_\_\_, 19\_\_\_\_\_.

ATTEST:

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

PRINCIPAL:

BY \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

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

SURETY:

BY \_\_\_\_\_

TITLE: \_\_\_\_\_

ISSUING AGENCY OR  
BONDING COMPANY NAME

\_\_\_\_\_  
ADDRESS \_\_\_\_\_

\_\_\_\_\_  
PHONE \_\_\_\_\_

COUNTY

MUNICIPALITY

MUNICIPAL  
HIGHWAY

FROM

TO

APPENDIX G

CERTIFICATE OF INSURANCE

INSURED: \_\_\_\_\_

COMPANIES AFFORDING COVERAGES: \_\_\_\_\_

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. \_\_\_\_\_, Paragraph 6(B)(3), executed by the Insured and \_\_\_\_\_ Township/Borough/City; and,
- (c) these policies will not be cancelled before the expiration date unless (45) day advance notice of such intention to cancel is delivered to \_\_\_\_\_ Township/Borough/City located at \_\_\_\_\_; and,
- (d) \_\_\_\_\_ Township/Borough/City is named as an additional insured in these policies.

POLICY NUMBER(S): \_\_\_\_\_

POLICY EXPIRATION DATE(S): \_\_\_\_\_

POLICY DESCRIPTION (Check One):  
\_\_\_\_\_ CLAIMS MADE  
\_\_\_\_\_ OCCURENCE

DESCRIPTION OF OPERATIONS:

Performance of highway maintenance in \_\_\_\_\_  
Township/Borough/City on Municipal Highway(s) \_\_\_\_\_

NAME AND ADDRESS OF CERTIFICATE HOLDER:

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

DATE ISSUED: \_\_\_\_\_

Authorized Representative

<sup>n</sup>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 a municipality's liability.



## APPENDIX H

### DISTRICT OFFICE TELEPHONE NUMBERS

#### District 1

Crawford, Erie, Forest, Mercer, Venango, Warren  
814-437-4226

#### District 2

Cameron, Centre, Clearfield, Clinton, Elk, Juniata,  
McKean, Mifflin, Potter  
814-765-0495

#### District 3

Bradford, Columbia, Lycoming, Montour,  
Northumberland, Snyder, Sullivan, Tioga, Union  
717-368-4275

#### District 4

Lackawanna, Luzerne, Pike, Susquehanna, Wayne,  
Wyoming  
717-963-4055

#### District 5

Berks, Carbon, Lehigh, Monroe, Northampton, Schuylkill  
215-821-4190

#### District 6

Bucks, Chester, Delaware, Montgomery, Philadelphia  
215-964-6506

#### District 8

Adams, Cumberland, Dauphin, Franklin, Lancaster,  
Lebanon, Perry, York  
717-787-4776

#### District 9

Bedford, Blair, Cambria, Fulton, Huntingdon, Somerset  
814-696-7127

#### District 10

Armstrong, Butler, Clarion, Indiana, Jefferson  
412-357-2898

#### District 11

Allegheny, Beaver, Lawrence  
412-937-4573

#### District 12

Fayette, Greene, Washington, Westmoreland  
412-439-7349

This publication is intended for general reference only. Since laws and regulations are subject to change and judicial interpretation, specific legal questions should be addressed to your attorney.