



**COMMERCIAL TIMBER HARVESTING  
PERMIT APPLICATION  
FISHING CREEK TOWNSHIP, COLUMBIA COUNTY, PA**

**I. APPLICANT DATA**

Permit Number \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name and address of owner if other than applicant \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date of Application \_\_\_\_\_

**II. LOCATION OF PROPOSED TIMBERING SITE**

Street Name and/or Road Number \_\_\_\_\_

Near Intersection of \_\_\_\_\_ and \_\_\_\_\_

**III. DESCRIPTION OF PROPOSED ACTIVITY**

Describe in detail the proposed work to be done \_\_\_\_\_

**IV. ITEMS REQUIRED TO COMPLETE APPLICATION**

\_\_\_ Preliminary Road Inspection – Road Foreman Comments: \_\_\_\_\_

\_\_\_ Certificate of Insurance naming Township as additional insured

\_\_\_ Performance Bond-paved roads - \$12,500 per \_\_\_\_\_ miles = \$ \_\_\_\_\_ = Amount of Bond

\_\_\_ Performance Bond – unpaved roads - \$6000 per \_\_\_\_\_ miles = \$ \_\_\_\_\_ = Amount of Bond

\_\_\_ Permit and Fees: \$50 first mile & \$25 x \_\_\_\_\_ mile(s) = \$ \_\_\_\_\_ (Includes Preliminary & Final Inspection)

\_\_\_ Final Inspection – Road Foreman Comments: \_\_\_\_\_

**V. CONTRACTOR INFORMATION**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Worker's Compensation Insurer \_\_\_\_\_ Policy Number \_\_\_\_\_

**VI. DISPOSITION (ROAD FOREMAN COMPLETES THIS SECTION)**

Approved – Yes ☐ No ☐ Date \_\_\_\_\_ Road Foreman Signature \_\_\_\_\_

Reason for non-approval \_\_\_\_\_

\*\*Performance Bond will not be released until Road Foreman approves and signs above.

\*\*\*\*Township is not liable for any damage to property being timbered or any adjacent properties.

3188 State Route 487 ∞ Orangeville, PA 17859

Phone (570) 683-5900

E-mail: [fishingcreektownship@gmail.com](mailto:fishingcreektownship@gmail.com)



## PROVISIONS DETAILING AGREEMENT PAGES 1 THRU 5

The Township is willing to permit the movement of the User's vehicles or combinations, together with loads, which may be in excess of the gross weight capability of the Township's roads, conditioned upon the execution of an approved form of security by the User in favor of the Township 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 execution of this Agreement by the Township and User will serve as a permit for the User to move vehicles or combinations, together with loads, on the Township road(s) or portion(s) thereof listed in Attachment "A".

#### **Joint Use**

2. If the User is obtaining a permit to operate vehicles on roads that are the subject of a permit held by another User, the respective Users may agree among themselves as to their relative responsibility for the cost of excess maintenance and enter into an agreement with the Township to be billed according to their agreed upon shares. If the Users cannot agree upon their relative responsibility, the Township will determine the relative shares and will enter into agreements with and accept security from any User agreeing to such determination. Users that do not agree to said determination will have their permits revoked as described in the Paragraph 11 (below).

#### **Haulers without Permits**

3. The User will promptly notify the Township if it becomes aware of any party hauling loads which User believes may be in excess of the gross weight capability of or may damage the roadways that are the subject of this Agreement.

#### **Responsibility of User**

4. The portion(s) of Township road(s) and appurtenances shall be maintained to a level equal to or better than the existing state or repair of said road(s).

The User's responsibility shall only extend to excess maintenance and restoration. The non-performance of normal maintenance by the Township 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 7, Option B (below), the Township shall determine, in its discretion, whether the excess maintenance and restoration are satisfactory.



### **On-Site Inspection**

5. The User and the Township agree that, in order to determine the existing state or repair of the portion(s) of the Township road(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 attachment as part of this Agreement. All costs of this inspection shall be paid by User.

### **Maintenance Not Covered**

6. The User shall have no obligation for maintenance to remedy damage directly resulting from acts of God or war or for the routine removal of snow or ice. Performance of Excess Maintenance and Restoration
7. Excess maintenance and restoration shall be performed in accordance with Option below.

#### Option A

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

The Township may invoice the User for the estimated cost of repairs using either the latest maintenance contract prices or the county'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 Department for all estimated costs.

The User shall submit payment to the Township with thirty (30) days from the date of the invoice. If the User fails to make the payment, the Township may in its discretion:

- 1) Rescind the User's permission to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any Township road(s) until payment is made.
- 2) Terminate this Agreement.
- 3) Proceed against security provided pursuant to Paragraph 8 and 14 below.
- 4) Any or all of the above.

#### Option B

The User and/or is contractor(s). The excess maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 4 (above). The work shall be in conformance with Township specifications. If the User does work he should notify the Township 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 Township and directed to the User for completion. The Township reserves the right to monitor or direct any excess maintenance or restoration. The User shall reimburse the Township for any expenses so incurred by the Township.

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 the Township's work area traffic control requirements as contained in Specification 408 and supplements thereto and Pennsylvania Department of Transportation Publication 203.
- 2) Indemnify, save harmless, and defend (if requested) the Township 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 Township road(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 Township 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 Township 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. The insurance shall neither be changed nor cancelled without forty-five (45) days advance written notice of such change or cancellation. This advance written notice of change or cancellation shall be forwarded to the Township office located at 3188 State Route 487, Orangeville, PA 17859.
- 4) Promptly perform excess maintenance or restoration as needed. If the Township determines that the User is not maintaining or restoring the portion(s) of the Township road(s) and appurtenances to the level agreed to in Paragraph 4 (above), the Township will notify the User, in writing, of this determination and the User shall promptly perform the required excess maintenance.
- 5) If the User fails to perform the excess maintenance and restoration promptly after receipt of notice, the Township 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 Township road(s) until necessary excess maintenance and restoration are satisfactorily performed or costs thereof are paid.



- b) Maintain or restore the portion(s) of Township(s) and appurtenances with the User reimbursing the Township for all costs so incurred.
- c) Proceed against security provided pursuant to Paragraphs 8 and 14 (below).
- d) Terminate this Agreement.
- e) Any or all of the above.

### **Security**

8. To secure the performance of the User's obligations, the User shall execute and deliver to the Township the following form and type(s) of security in the amounts as indicated:
- A. Certificate of Insurance Naming Township as Additional Insured
  - B. Performance Bond

Performance Bond in the amount indicated on the permit application has been agreed to.

This Agreement, together with the Performance Bond, may be filed in the appropriate prothonotary office or other registry in a manner and at such time and frequency as the Township deems proper. The User shall pay the costs of such filings.

A copy of the Bond shall be attached to this Agreement.

### **Liability of User**

9. The User shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement. The User understands that the Township is under no obligation to prove that the damage was caused by User. The User's liability shall not be limited to the total amount of security shown in Paragraph 8 (above).

### **Termination:**

10. The User and the Township retain the right to terminate their future obligations under this Agreement at appurtenances. The Township roads and appurtenances if Paragraph 7 Option B was elected shall be restored to a level consistent with that agreed to in Paragraph 4 (above). Restoration shall be performed by the party(ies) agreed to in Paragraph 7 (above). Thereupon this Agreement shall be terminated and of no further force or effect and all security delivered to the Township by the User shall be released.

### **Revocation of Permit**

11. The Township 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 road covered by this Agreement, the Township may, in its discretion, revoke the User's permit to operate on any other road(s) under any other similar Agreement.

**Closing of Road**

12. This Agreement shall not prohibit the Township from closing a road 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 any act of God or war.

**Existing State of Repair**

13. The existing state or repair shall be the condition on the date upon which the on- site inspection memorandum is signed by the User and the Township. The effective date of this agreement shall be the date when the agreement has been fully executed by both the User and Township and this Agreement shall continue from its effective date until the date of its termination as provided for herein.

**Additional Security and Termination**

14. In addition to the Township's right of termination set forth above, the Township shall have the right to require additional security upon that date the Township determines, in its discretion, that the aggregate amount of damage to the Township road(s) exceeds 75 of the face amount of the security furnished. If additional security is required, it shall be retained by the Township 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.

IN WITNESS WHEREOF, the parties have executed this Agreement first above written.

ATTEST:

USER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Coralee Kindt  
Secretary/Treasurer

\_\_\_\_\_  
James Kline  
Chairman





**pennsylvania**  
DEPARTMENT OF TRANSPORTATION  
www.penndot.gov

## WEIGHT RESTRICTED HIGHWAY PERFORMANCE BOND -

Use this form  
or one  
provided  
by Ins.  
Co.

**Performance Bond#:** \_\_\_\_\_ is \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **OR Renewal Date\*:** \_\_\_\_\_

\*Renewals require a "Letter of Continuance" be submitted to the Posting Authority thirty (30) days

**Principal** means \_\_\_\_\_

having a principal address located at:

**Surety** means \_\_\_\_\_

a public corporation having its principal place of business at:

**Posting Authority** means \_\_\_\_\_

**Agreement** means an Excess Maintenance Agreement executed between the **Posting Authority** and the **Principal**.

### BACKGROUND

The **Principal** has executed an Excess Maintenance Agreement with the **Posting Authority**. Under Agreement#, \_\_\_\_\_ 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 weight restricted highways.

The **Principal** and **Surety** execute this **Performance Bond** as security for the performance of this promise.

### AGREEMENT

1. The **Principal** and the **Surety**, intending to be legally bound, jointly and severally, promise to pay to the **Posting Authority** the sum of \$\_\_\_\_\_ dollars.
2. This sum shall be payable by the **Principal** to the **Posting Authority** when demand is made upon the **Principal** for any cost of maintenance and restoration or other expenses incurred by the **Posting Authority** pursuant to the Agreement.
3. The **Surety** promises to pay this sum to the **Posting Authority** if the **Principal** fails to pay after the **Posting Authority** has made demand upon the **Principal**.
4. The **Principal** and the **Surety** promise to be bound by the terms of this **Performance Bond** until the later of the date of 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** sixty (60) days after furnishing written notice of such intention to terminate, delivered by person or by registered or by certified mail, to the **Posting Authority** at its appropriate office located at \_\_\_\_\_

and its Comptroller's Office located at \_\_\_\_\_

- a. This terminator shall not affect the liability of the **Surety** and the **Principal** for any liability insured 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. The **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 the **Surety** authorize and empower any attorney of any court of record within the United States or elsewhere to appear for the **Posting Authority** and confess judgment against the **Principal** and/or **Surety** in favor of the **Posting Authority** 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 appraisement, 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.

**IN WITNESS WHEREOF**, the said **Principal** and **Surety** hereto have caused these presents to be duly executed and attested by their proper officials, pursuant to due and legal action.

**ATTEST - PRINCIPAL**

Signature		Signature	
Title	Date	Title	Date

**ATTEST - SURETY**

Signature		Signature	
Title	Date	Title	Date

**ISSUING AGENCY OR BONDING COMPANY**

NAME: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_