

APPLICATION FOR
TIMBER HARVESTING/TREE CUTTING
OPERATION(S)/ACTIVITY(IES)
IN EAST COCALICO TOWNSHIP

DATE: _____

APPLICANT: _____

ADDRESS: _____

TELEPHONE: _____

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____

POINT OF LOAD ORGIN IN TOWNSHIP _____

POINT OF ROAD EXIT IN TOWNSHIP _____

TOWNSHIP ROUTE NAMES AND NUMBERS(S) TRAVELLED _____

LOCATION OF WORK AREA: _____

SERIAL NUMBER OF ANY UNLICENSED VEHICLE (S) _____

TRUCK LICENSE NUMBER (S) AND STATES (S) _____

TRAILER LICENSE NUMBER (S) AND STATE (S) _____

GROSS WEIGHT RATING OF VEHICLE (S) LISTED ABOVE _____



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ATTACHMENTS:

PLOT PLAN _____

DRIVEWAY PERMIT _____

SEDIMENTATION AND EROSION PLAN _____

WETLANDS CERTIFICATION _____

WORK DESCRIPTION:

I have attached all required documentation and understand that I must comply with all applicable Township, State and Federal rules and regulations, which may govern the activity described herein. I understand that I must comply with all regulations defined by PennDot Pub #203, when working on or about the roads and right-of-ways in East Cocalico Township. I also understand that the acceptance of this registration by East Cocalico Township does not constitute approval of the activity described. It is intended to serve only as notification to the Township of the proposed activity. I hereby grant to East Cocalico Township, or its authorized representative, access to the above-described property so as to conduct any inspection of said operations/activities as may be required. I have completed the forms to the best of my knowledge in a truthful manner, and understand that any willful misstatement constitutes fraud and invalidates this registration.

Landowner

Contractor

East Cocalico Township

Date

GUARANTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS _____ of _____ (Permittee) has requested that East Cocalico Township permit overweight vehicles upon a portion of Township Road(s) _____ for a distance of _____ from _____ to _____ for the transportation over said road(s) of trucks, trailers and semi-trailers weighing more than the weight authorized for said road(s) and for the timber harvest/tree cutting operations and activities.

In consideration of allowing this exception, East Cocalico Township and Permittee agree as follows:

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1. Permittee shall maintain and rebuild (if necessary) the roadway(s), as defined above, by providing suitable materials and proper workmanship to fill in all holes, washouts and damages done to said Township Road(s) by the trucks, trailers and semi-trailers of Permittee or their agents or contractors. Said filling in of holes and the maintenance of said road(s) shall be done in a manner consistent with PennDot standards and as directed by the Engineer of East Cocalico Township. Permittee shall not be responsible for any damage done to said Township Road(s) by third parties and if more than one user of said Township Road(s) has an overweight vehicle/timber hauling permit, then East Cocalico Township shall allocate maintenance and damage repair accordingly.

 2. All maintenance of the road(s), as defined above, shall be in a manner consistent with PennDot Standards and shall be as directed by the Engineer of East Cocalico Township so that traffic using said road can pass the same and that said road(s) provides reasonable ingress and egress for anyone using said road(s).
 3. All damage to the roadway(s) mentioned herein shall be determined at the sole discretion of the Engineer of East Cocalico Township and the decision of the Engineer of East Cocalico Township as to the damage that is the responsibility of Permittee and any repairs that may be necessary during the term of the Agreement shall be fully binding on Permittee and Township.
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4. In order to guarantee the performance of the within agreement, Permittee hereby agrees to post a performance bond with East Cocalico Township naming as surety a company licensed to do business in the Commonwealth of Pennsylvania, or in the alternative, to provide a letter of credit from a bank to East Cocalico Township in a form approved by East Cocalico Township's Solicitor. Said Bond or Letter of Credit shall be in the amount of \$_____ and shall provide to East Cocalico Township the guarantee of the performance of the within agreement.

5. The term of the within agreement, shall be for a period of one (1) year. Said period may be extended as required by East Cocalico Township. The term of the Bond or Letter of Credit that shall be posted with East Cocalico Township as provided herein shall be for a period of one (1) year longer that the term of this Agreement.

6. In the case of default herein or in default of payment of any damages which may be due East Cocalico Township, East Cocalico Township shall have the right, by its employees or by independent contractors, to do all acts to cause the performance of the within agreement and to apply all or any part of the monies represented by the bond or other securities mentioned herein for the purposes of satisfying any costs and/or debts incurred in order to repair the damages to the roadways as mentioned herein.

WHEREFORE, the parties, intending to be legally bound hereby, have set their hands and seals this _____ day of _____, 200_.

ATTEST:

East Cocalico Township

NAME: _____

Authorized Official

DATE: _____