

**SUPERVISORS**

Gary Farner, Chairman  
George Rice, Vice-Chairman  
Gary Cowden, Supervisor

**MANAGER**

Darla Protch

**Mount Pleasant Township**



Washington County, Pennsylvania  
31 McCarrell Road  
Hickory, PA 15340  
724-356-7974

**SOLICITOR**

Tom McDermott

**LOGGING - FORESTRY PACKAGE**

**THE FOLLOWING FORMS MUST BE COMPLETED AND RETURNED TO  
MOUNT PLEASANT TOWNSHIP:**

- APPLICATION FOR LOGGING/FORESTRY PERMIT – 2 PAGES
- ROAD BOND APPLICATION – 2 PAGES
- EXCESS ROAD MAINTENANCE AGREEMENT – 3 PAGES

**QUESTIONS AND TO OBTAIN PERMIT FEES CONTACT:**

**GEORGE PROTCH – ZONING OFFICER**  
724-356-7928  
[zoningofficer@mpt-pa.com](mailto:zoningofficer@mpt-pa.com)

# APPLICATION FOR LOGGING/FORESTRY PERMIT

## Mount Pleasant Township, Washington County, PA

<b>Mt. Pleasant Township</b> <b>31 McCarrell Road</b> <b>Hickory, PA 15340</b>  <b>Phone: 724-356-7974</b> <b>Fax: 724-356-7751</b>	<b>PAYABLE TO MT. PLEASANT Twp.</b> <b>Permit Fee Per Current Fee Schedule</b> <b>Total</b> \$ _____  Paid by check # _____, Cash _____ Received By _____ Date _____	<u><b>Permit Number</b></u>  _____
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### APPLICANT INFORMATION

DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_ PHONE # \_\_\_\_\_

NAME OF THE ON-SITE CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

LOGGING PLAN PREPARED BY \_\_\_\_\_ PHONE # \_\_\_\_\_

PROPERTY OWNERS NAME \_\_\_\_\_ PHONE # \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

LOCATION OF PROPERTY: \_\_\_\_\_ PARCEL I.D. NUMBER: 460- \_\_\_\_\_

ZONING DISTRICT: Agricultural (A-1) , Highway Commercial (B-1) , Light Industrial (M-1) ,  
 Rural Residential (R-1) , Suburban Residential (R-2) , Neighborhood Residential (R-3) ,

PARCEL SIZE: \_\_\_\_\_

BEGINNING DATE OF THE OPERATION \_\_\_\_\_ ENDING DATE\*\* \_\_\_\_\_

\*\*If an extension is needed, the township must be notified PRIOR to the ending date and an extension will be granted.

### GPS COORDINATES FOR THE ENTRANCE TO THE OPERATION;

Latitude: North – 40 Degrees, \_\_\_\_\_ Minutes - Longitude: West – 80 Degrees, \_\_\_\_\_ Minutes

### Forestry shall be conducted in accordance with the provisions of Township Code Chapter 200-131

- A. All operations shall be located at least 300 feet from any existing dwelling.
- B. All operations shall be discontinued between 7:00 p.m. and 7:00 a.m. Monday through Saturday, and no operations shall take place during any hours on Sundays or legal bank holidays.
- C. Routes to be used by the hauling trucks shall be approved by the Township and the operator shall demonstrate that there shall be no negative impact on Township streets from the proposed operation.
- D. A performance bond shall be posted in favor of and in an amount required by the Township to guarantee restoration of Township streets used as hauling routes. Date and Amount of the Bond \_\_\_\_\_
- E. The applicant shall submit a copy of the state permit for hauling on state roads. Date submitted \_\_\_\_\_
- F. The operator shall be responsible for cleaning dirt and debris from public streets daily during the operation.
- G. The applicant shall supply the Township with the name and phone number of an on-site contact person.

H. Compliance with state laws. The applicant shall show compliance with the following laws and regulation of the Commonwealth and all necessary permits shall be maintained during the operation; Erosion and sediment control regulations, Stream crossing and wetlands protection regulations, Stormwater management plans and regulations (see Chapter 200-131). **Any suspension or revocation of a state permit shall constitute revocation of the zoning certificate (Forestry Permit).**

I. A logging plan prepared and sealed by a registered surveyor shall be submitted which shows the minimum data called for by Chapter 200-131.

J. Felling or skidding on or across any public street is prohibited without the express written consent of the Township or the PA Dept. of Transportation (PennDOT) whichever is responsible for maintenance of the street.

K. No tops of trees or debris shall be left within 25 feet of any private street providing access to adjoining residential property or any public street.

L. No tops of trees or debris shall be left on any adjoining property or across any property line without the consent of the adjoining owner.

M. Upon completion of the forestry operation, haul roads shall be restored to their original condition.

**Applicants Name:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_  
**PHONE:**(\_\_\_\_\_) \_\_\_\_\_

**WORKER'S COMPENSATION INFORMATION:**

**INSURER:** \_\_\_\_\_  
**NAME OF POLICY HOLDER:** \_\_\_\_\_  
**POLICY NUMBER:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_  
**CONTRACTOR'S FEDERAL OR STATE EMP. ID#:** \_\_\_\_\_

**THE APPLICANT:** \_\_\_\_\_  
(Please print)

I hereby agree to comply with all applicable provisions of the Township, County, and Commonwealth Codes and all necessary permits shall be maintained during the operation.

I am fully aware of the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA) standards and understand that I must comply with these standards for the duration of the project.

I certify that the information provided in this application package is true and correct.

**APPLICANT'S SIGNATURE:** \_\_\_\_\_ **Date** \_\_\_\_\_

\*\*\*\*\*

**PERMIT APPLICATION**      ☐ **APPROVED**      ☐ **DENIED**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REASON(S) FOR DENIAL:** \_\_\_\_\_



# Mount Pleasant Township

Washington County  
31 McCarrell Road  
Hickory, PA 15340  
Ph. 724-356-7974 Fax 724-356-7751

## Road Bond Application to Haul Over Posted Roads or Bridges

Application Fee: **\$125.00**

made payable to Mt. Pleasant Twp when application is submitted  
(Includes 1<sup>st</sup> inspection fee)

Permit No. \_\_\_\_\_

Name of Road: \_\_\_\_\_ Road No.(if known): \_\_\_\_\_

Nearest Intersection: \_\_\_\_\_

Name of Individual or Company Requesting Bond: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Date(s) of Proposed Hauling: From: \_\_\_\_\_ To: \_\_\_\_\_

Equipment Type to be used: \_\_\_\_\_ Weight: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_  
(\$12,500.00 per mile)

***The bond must at a minimum cover the dates of the proposed hauling and must be evergreen until released by the Township.***

Method of Posting: Bond ☐ Cashier's Check ☐ Certified Check ☐

Reason for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Contact Information of Driver(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Plate Number(s) of Any Vehicles: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*I hereby agree to abide by the Rules and Regulations of the Township of Mount Pleasant and all other applicable Ordinances and Regulations of the Municipality and the Laws of the State of Pennsylvania. I also understand that the traveled roads pertinent to this application/permit will be inspected at the discretion of the Roadmaster and upon completion of the referenced job. Inspection fees will be billed to the applicant accordingly at a rate of \$25/inspection. Bonds will not be released until all of the bills have been paid in full. I hereby state the above information is true and correct to the best of my knowledge.*

\_\_\_\_\_  
Applicant Signature & Date

\*\*\*\*\*

**Township Use Only**

**Application Process:**

Application Submitted: Date: \_\_\_\_\_

Application Fee Paid: Date: \_\_\_\_\_ Check No.: \_\_\_\_\_

Bond Submitted: Date: \_\_\_\_\_

Method of Posting:

☐ Bond Company Name: \_\_\_\_\_

☐ Cashier's Check Check No: \_\_\_\_\_

☐ Certified Check Check No: \_\_\_\_\_

Amount of Bond: \$ \_\_\_\_\_

Road Inspected before Hauling: Yes ☐ No ☐ Date: \_\_\_\_\_

Request Granted: Yes ☐ No ☐ Date: \_\_\_\_\_ Signature of Roadmaster: \_\_\_\_\_

If denied, Reason: \_\_\_\_\_

Permit Granted: Yes ☐ No ☐ Type of Permit: \_\_\_\_\_ Permit No: \_\_\_\_\_ Expiration: \_\_\_\_\_

\*\*\*\*\*

**Inspections:**

Road Inspected during Hauling: Yes ☐ No ☐ Date: \_\_\_\_\_ Invoice No.: \_\_\_\_\_ Paid: Yes ☐ No ☐

Road Inspected during Hauling: Yes ☐ No ☐ Date: \_\_\_\_\_ Invoice No.: \_\_\_\_\_ Paid: Yes ☐ No ☐

\*\*\*\*\*

**Release of Bond:**

Road Inspected after Hauling: Yes ☐ No ☐ Date: \_\_\_\_\_ Invoice No.: \_\_\_\_\_ Paid: Yes ☐ No ☐

Ok to release Bond: Yes ☐ No ☐ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Bond Requested to be Released: Name of Requestor: \_\_\_\_\_ Date: \_\_\_\_\_

Bond Released: Yes ☐ No ☐ Date of Release: \_\_\_\_\_

## Excess Road Maintenance Agreement

This road use agreement ("Agreement") is by and between \_\_\_\_\_ (hereafter "Operator"), whose address is \_\_\_\_\_ who is the Operator of certain activities, located in Washington County, Commonwealth of Pennsylvania and Mount Pleasant Township (hereafter "Township") whose address is 31 McCarrell Road, Hickory, PA 15340, who is the fiduciary of certain common Township Roadways located in Mount Pleasant Township, Washington County, Commonwealth of Pennsylvania.

WHEREAS, Township and Operator desire to enter into an agreement for the excess maintenance and repair of said roadways for purposes of ingress and egress onto adjoining properties for excess traffic necessary for to meet the objectives of this agreement, including beginning stages through completion activities (hereafter "Project").

The Operator agrees that it will be responsible for excess maintenance costs on all utilized roads. In the event that more than one Operator requires a Road Use Excess Maintenance Agreement, costs for excess maintenance will be shared and will be prorated based upon the volume of traffic unless circumstances dictate otherwise.

The Operator assumes all liability for its employees, contractors, subcontractors, agents and representatives working on the Operator's behalf.

The parties agree that roads will be kept open for local traffic at all times. The Operator is authorized to undertake and will be responsible for necessary upgrades and/or maintenance, including dust control, from the beginning of the Project until end of the Project. The Operator agrees to maintain roads to a condition at a minimum consistent with that prior to operations. The work shall be in conformance with Township Specifications. Operator will provide proper traffic protection at all times during road maintenance and restoration in accordance with PennDOT Publication No. 213.

If the Township determines that the Operator is not maintaining or restoring the road promptly, the Township will notify the user in writing, if the Operator then does not promptly perform the required maintenance and restoration, the privileges of this agreement will be revoked until required maintenance and restoration is performed. In the event that the Operator refuses to or is unable to make repairs satisfactory to the Township, the Township may elect to make the appropriate repairs and submit invoices

to the Operator upon which payment shall be made.

Operator responsibility shall only extend to road maintenance and restoration. The non-performance of normal maintenance by the Township shall not, under any circumstances, constitute grounds for an offset or credit against the road maintenance or restoration responsibility of Operator. The Operator shall have no obligation for maintenance to remedy damage directly resulting from an act of God, war or routine removal of snow or ice.

Parties shall inspect Roads and Appurtenant Structures prior to the commencement of the Project confirming the existing roads and appurtenant structure conditions are capable of handling heavy traffic, or in the alternative perform preventative maintenance, as well as, during the project to determine if repairs are needed, and upon completion to determine that all agreement obligations have been met. Prior to commencing operations the Operator shall provide, at their sole cost, for the inspection and video documentation of proposed truck routes and a copy must be provided to the township in CD Rom or similar disc format. Prior to commencing operations the Township shall perform, at the sole cost of the Operator, the initial inspection and video documentation of any Roads associated with the Project and retain a copy of any documentation.

The Operator shall, in addition to paying an application fee, post cash or bond in the amount of Twelve Thousand Five Hundred (\$12,500) dollars per mile on all roads that are designated for use and covered by this agreement.

The Operator is also required to submit to the Township an escrow in the amount of \$3,000 to be applied toward any engineering or solicitor expenses or any interim road repairs agreed upon by the operator and the township.

The Township may at any time terminate the privileges authorized by this agreement due to non-compliance by the Operator.

The Operator may terminate this agreement upon thirty (30) days notice to the Township, provided; however, that all obligations of the Operator under this Agreement as of the date of such termination has been satisfactorily met.



To the extent possible the Operator will cooperate with the Township to minimize the impact of Heavy Construction phases by:

- \* Controlling noise levels and limiting nighttime road use activities.
- \* Restricting the use of "Jake Brakes" (engine compression brakes) on all Township roads which have residential dwellings.
- \* The Operator further agrees to sustain safe driving instruction to all heavy truck contracts and subcontractors.

This agreement shall be binding upon the successors and assigns of the parties and shall be deemed to be a covenant running with roads listed in this agreement.

Roads covered in this agreement shall be:

IN WITNESS WHEREOF, this instrument has been executed by the undersigned the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

OPERATOR:

MOUNT PLEASANT TOWNSHIP

\_\_\_\_\_  
Company Name & Phone Number

\_\_\_\_\_  
Public Works Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signature