



**Penn Township Road Department**  
**105 Township, Lane**  
**Butler, Pa. 16002**  
**(724)285-9317**



## Authorization to Enter Property and Deposit Material

Property Owner or Owners Name

Address

Phone Number

Cell Phone Number

**Address of Property and Location on Property to Deposit Materials (NOTE: Be Specific)**  
 On reverse side of this sheet document/diagram the location to deposit material

**Description of Materials to Deposited on Property (NOTE: Be Specific)**  
 Material may not be virgin and contain other contaminated materials



**Deposit Materials NOTE:**

- Use the reverse side of this sheet to document/diagram ANY and ALL; wetland, water table, marsh, swamp, stream channel, floodplain, run off patterns, Drainage issues, flooding issues with this property and or neighboring properties.
- Use the reverse side of this sheet to document/diagram the location to deposit material, and any Special Instructions or Conditions.
- Owner(s) Shall disclose ANY and ALL Issues on/with property including but not limited to legal issues, litigation, neighbor disputes etc. that may become problematic upon depositing material.

**Property Owner(s) Agree to and Understand:**

- The address and location, where material will be deposited is the designated area by the property owner(s).
- They authorize the officers, agents, contractors, employees or designated persons of Penn Township, Butler, County, Pennsylvania, permission to enter and deposit material at the agreed address and location, which may include but not limited to, heavy vehicles and equipment that may create or cause damage.
- The material described shall be the material deposited. (NOTE: Material may contain other contaminated materials from unknown sources.)
- They are responsible to know all right of ways/easements on their property and no material shall be deposited on that right of way/easement.
- They are responsible for any and all damages resulting from entry and exit onto and use of the above-mentioned property.
- They bear the risk and shall be responsible for any and all issues and or damages including but not limited to, disturb ground, mud, causing severe ground damage, deep ruts, intense soil compaction, drainage issues, high ground pressure compaction, severe soil compaction, destruction of vegetation, damage to underground utilities (pipes, drains, cables).
- They bear the responsibility of any and all clean up including but not limited to roadways and highways.
- They bear the risk that the material may/might not be virgin and contain environmental contaminants in.
- They shall comply with any and all federal and state laws and regulations concerning the deposited of material.
- They are responsible to install erosion control measures and to perform any leveling, grading, seeding or other approved soil conservation methods required to stabilize the material in order to prevent it from being eroded or washing into, wetlands, water tables, marshes, swamps, stream channels, floodplains, run off patterns creating to but limited to, drainage issues or flooding issues.
- They are responsible for and understand that they could be subject to civil and criminal penalties if through their acts or omissions, they participate, authorize of knowingly condone, permit the depositing or relocating of material into wetlands, water tables, marshes, swamps, stream channels, floodplains, run off patterns creating drainage issues, flooding issues with this property and or neighboring properties.
- They are responsible for any and all actions or claims for damage arising under eminent domain, tort, equity, or any other present or future environmental law.
- They are responsible for any and all law suits, litigation or issues with neighbors or neighborhood, that arise from deposit of material.

**IN WITNESS WHEREOF**, I hereby attest and certify that I am the Property Owner(s) and take full responsibility of the conditions, actions, and results of deposited material on their property and agree to the conditions of this Form/Document, release, covenant not to sue, and shall indemnify Penn Township, Butler County Pennsylvania, including but not limited to its officers, agents, contractors, employees and designated person(s) from any and all claims resulting from entry and exit of property and depositing of material noted on this Form/Document. The property owner(s) have executed this Authorization to Enter pursuant to due legal action authorizing the same to be done. By signing this document I, the Property Owner(s) have read, understand and agree to the stated conditions in this Form/Document.

Owner Print Name

Owner Signature

Owner Print Name

Owner Signature

Witness Print Name

Witness Signature