

SULLIVAN COUNTY HOMEOWNERS FIREWOOD PROGRAM 2014



General Information

On occasion, and only when needed to meet specific silvicultural and/or wildlife goals, Sullivan County may enroll designated areas of County lands in Unity, NH, into the Sullivan County Homeowners Firewood Program. The Homeowners Firewood Program is intended to provide *Sullivan County residents* with an inexpensive source of firewood while meeting County land management objectives. Firewood will be available only to Sullivan County residents and only on a permitted basis. Participants who are granted a permit ("Permittees") must cut and haul their own wood and mechanical skidding is not allowed. *All wood harvested through the Sullivan County Homeowners Firewood Program shall be for personal use only and may not be resold.*

Program Description

1. The cost of the permit for cutting firewood is \$25 per cord and the fee is non-refundable. A cord is a stack of wood, four feet by four feet by eight feet. If wood supply allows, up to 5 cords of firewood may be cut annually per Permittee. Haul loads are recorded on the permit before leaving the woodcutting area.
2. One permit is allowed per individual or household in Sullivan County per calendar year. Firewood permit applications must be completed and permits issued prior to cutting firewood. Permits are valid only for the period specified on the permit, which will not be longer than one season (generally early July to late October depending on weather and road conditions). Permits are not transferable and there may be no substitutions of assigned dates. When all available firewood has been reserved or cut, no additional permits will be issued. Violations of permit conditions will result in immediate permit termination. Permit fees are non-refundable.
3. Anyone on County property for purposes of this Program is proceeding solely at their own risk. Participants and anyone assisting or accompanying Participants must sign a waiver of liability and shall provide current auto liability insurance as well as current registration and inspection of vehicles operating on County land. Permittees must exercise caution and act in a safe and reasonable manner at all times. **All participants are strongly encouraged to learn chainsaw safety skills and wear proper clothing and equipment (chainsaw chaps, leather boots, leather gloves, and hardhat with hearing eye protection) before operating a chainsaw.**
4. Firewood lots must be left in a condition acceptable to the Department of Natural Resources. Trees may not be left hung up, stumps must be cut close to the ground, and brush must be dragged back away from the road and well out of streams, ditches and culverts. Winching logs and the use of firewood splitters are prohibited.
5. Sullivan County residents interested in obtaining firewood through this program should contact Sullivan County Natural Resources to confirm wood availability and submit an application. Applications must be submitted in person to the Sullivan County Natural Resources Office. Please call ahead to ensure that someone will be in the office when you visit (603/542-4891).

SULLIVAN COUNTY
HOMEOWNERS FIREWOOD PROGRAM 2014



Application for Firewood Permit

This is an application for a firewood permit and does not serve as a permit itself. Anyone cutting firewood from lands owned by Sullivan County without an approved firewood permit may be prosecuted for timber theft.

Applicant Name:	Home Phone:	Cell Phone:
Address:	Town:	Zip:
E-mail:		

Vehicle Information	
Vehicle #1	Vehicle #2
Make	Make
Model	Model
Year	Year
Color	Color
License Plate	License Plate

Applicant requests ___ cords of firewood at the rate of \$25 per cord.

Total due \$ _____

Checks payable to Sullivan County, NH. Cash/credit cards not accepted.

My signature below affirms that I have read, understand and agree to all the terms listed on the back side of this application and the Release and Waiver of Liability. My signature further confirms that I am a resident of Sullivan County.

_____ Applicant Signature

_____ Date

Terms and Conditions

This permit is subject to the following terms and conditions:

1. Applicant is a resident of Sullivan County.
2. Applicant agrees to release and hold Sullivan County harmless from any claim for damage or loss of property, personal injury or death. Applicant agrees that Applicant and anyone assisting or accompanying Applicant on County property shall sign the attached Homeowners Firewood Program Release and Waiver of Liability and return it to the Director of Natural Resources before engaging in any activities under this program. Participation and activities in relation to this program are solely at the individual's own risk.
3. Collection of firewood is permitted only from property owned by Sullivan County as designated by the permit. Permit is for trees to be removed from designated areas only.
4. Permit is not transferable and must be in the Applicant's possession while harvesting and transporting firewood. Copies are not allowed.
5. Applicant shall complete the *Record of Amount of Cordwood Removed* in ink prior to transporting any firewood.
6. Concurrent with firewood activities all slash and unused vegetation resulting from Applicant's activities shall be removed from roads and ditches and scattered in the surrounding landscape. No slash will be left within 50 feet of any roads, brooks, trails or other developments.
7. This sale is final and payments are not subject to refunds.
8. The permit and activities hereunder are subject to all federal, state and local laws and regulations.
9. Motorized vehicles are not allowed off existing roads that are open to the public unless otherwise specified in this permit. Parking shall not block traffic or impede emergency vehicles. Sullivan County reserves the right to suspend travel on County property due to weather and ground/road conditions.
10. Applicant agrees to remove all trash and litter resulting from Applicant's activities.
11. No firewood cutting is allowed during high fire danger days. It is the Applicant's responsibility to know the local fire danger rating at the beginning of each day when harvesting firewood on county lands.
12. Sullivan County will not be held liable and does not guarantee the quality or availability of wood in the permit areas. No refunds will be issued.
13. Permits are valid only for the period indicated on the permit. A maximum of 1 permit per household per year is allowed.
14. Regardless of whether firewood is removed, the permit will terminate at midnight of the termination date shown above or when quantity purchased is reached, whichever comes first.
15. Firewood may only be harvested in daylight, between official sunrise and sunset hours.

SULLIVAN COUNTY HOMEOWNERS FIREWOOD PROGRAM
RELEASE & WAIVER OF LIABILITY



Please CAREFULLY READ this RELEASE AND WAIVER OF LIABILITY.

Sullivan County, through its Homeowners Firewood Program ("Firewood Program"), allows residents with a valid permit, and those assisting or accompanying them, to access designated County lands in order to cut and remove trees for firewood. In consideration of being permitted to enter County lands in connection with the Firewood Program, the undersigned:

1. Hereby releases, waives, discharges and covenants not to sue Sullivan County, its officials, employees, agents and representatives (hereinafter "Releasees") from all liability to the undersigned, and his/her representatives, heirs, and successors in interest (hereinafter "undersigned") for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in, about or using County premises in connection with the Firewood Program.
2. Hereby agrees to defend, indemnify and hold harmless the Releasees from any loss, injury, liability, damage or cost they may incur due to the presence of the undersigned on or about, or the undersigned's use of, Sullivan County premises in connection with or in relation to the Firewood Program, whether caused by the negligence of the Releasees or otherwise.
3. Hereby assumes full responsibility for and risk of bodily injury or property damage, including but not limited to death, paralysis, brain injury, heart attack, stroke, aneurysm, broken bones, torn tendons or ligaments, torn muscles, spinal injury, nerve damage, vascular injury, dental injury, damage to organs, disease, infection and any other physical or emotional injury, medical or psychiatric condition or complication of any kind whatsoever, due to any cause, including the negligence of Releasees or otherwise, while in, about or using County premises in connection with or in relation to the Firewood Program.
4. Hereby represents and warrants: (a) that he/she acknowledges that presence in or about, and use of, Sullivan County premises in connection with or in relation to the Firewood Program is on an unsupervised basis and is otherwise dangerous and involves the risk of serious bodily and psychiatric injury, death and property damage; (b) that some of the risks of harm include, but are not limited to, physical activity and exertion, equipment failure, equipment maintenance or lack thereof, equipment defects, slippery, uneven and unsafe terrain, roads, ways, paths and surfaces, obstacles which might cause collisions or trip and falls, pre-existing health problems, carelessness and negligence of Releasees or others, falling limbs, falling trees, chainsaws, saws and other equipment, vehicular accidents, lack of security and/or supervision, and any other risk of harm whatsoever that one might encounter in an unsupervised wooded area while involved in or in the vicinity of tree cutting and wood removal activities; (c) that he/she has read this Release and Waiver of Liability carefully and had an opportunity to review it with legal counsel; (d) that he/she is in good health and has no physical condition that prevents them from activities related to the Program; (e) has the skill, experience and training to safely engage in activities related to the Firewood Program; and (f) Sullivan County bears no responsibility or liability for his/her personal safety.

Signature of Permittee

Date

Street Address

City/Town

State

Signature of any person(s) accompanying Permittee

Date

Signature of Sullivan County Representative

Date

If any person signing above is a minor, signature of parent or legal guardian:

Date: _____