

**CITY OF COFFMAN COVE
RESOLUTION 22 14
A RESOLUTION APPROVING THE ATTACHED RIGHT OF WAY FIREWOOD
PERMIT POLICY & DISCLAIMER**

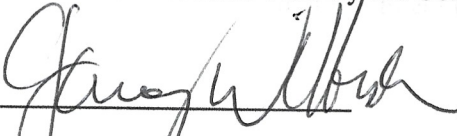
WHEREAS, rates for City enterprises shall be reviewed annually in order to ensure adequate revenue to maintain a current or improved service level, and

WHEREAS, firewood may be obtained in City right of ways in accordance with an issued permit of \$50 and signed disclaimer, and

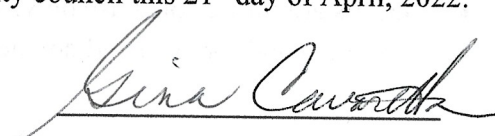
WHEREAS, see attached "ROW Firewood Permit Policy" and "Waiver and Release of Liability Disclaimer" to be applied.

NOW THEREFORE BE IT RESOLVED, the Coffman Cove City Council hereby accepts and approves the attached policy and disclaimer for right of way firewood in Coffman Cove.

PASSED AND APPROVED by the Coffman Cove City council this 21st day of April, 2022.



Vice Mayor, Gary Wilburn



Clerk, Gina Cavaretta

**City of Coffman Cove
ROW Firewood Permit Policy**

Persons obtaining the permit will agree to clean up debris left after firewood is removed. When resident is ready to collect firewood, a City Staff member will be appointed to show what areas wood is available. No permit will be issued without a signed liability disclaimer. The City is not responsible for any damage, personal injury, etc.

- Permits are required for all ROW Firewood Cutting
- Cost of permit will be \$50 per year
- Permit holder is allowed a maximum of 10 cord
- The Permit will be issued by City Staff at City Office, for residents only.
- Permit is good from January 1st to December 31st
- Permits are for personal use only; sale of firewood is prohibited.
- Permit is good for dead and downed wood only.

It is the City's right to revoke ROW Firewood Permit privileges at any time if any of the above policy is violated.

WAIVER AND RELEASE OF LIABILITY DISCLAIMER

City Right of Way Firewood Cutting

I agree to indemnify and hold harmless the City of Coffman Cove against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf.

I, the undersigned Participant, affirm that I am over the age of 18 years, and that I am freely signing this agreement. I certify that I have read and understand this agreement in its entirety, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a binding contract and that I am signing it of my own free will.

I am voluntarily participating in the aforementioned activity, and I am participating in the activity entirely at my own risk. I am aware of the risks associated with participating in firewood cutting. This waiver and release of liability shall remain in effect for the duration of my participation in the activity, during this initial and all subsequent events of participation.

Participant's Name:

Participant's Address:

Signature:

Date:
