

City and Borough of Juneau

Special Use Firewood Harvesting Permit - South Lemon Creek Material Source

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the City and Borough of Juneau, Alaska (hereafter “CBJ,” or “Grantor”), a municipal corporation whose address is 155 Heritage Way, Juneau, Alaska 99801, and _____
(print Permittee name, hereafter “Permittee”). NAME:

Authority. This Permit is entered into pursuant to the authority of the City and Borough of Juneau Tree Policy, **Administrative Policy No. 14-03R-2023.**

Term. This Permit is effective upon signature by the Project Manager and will remain in effect for one week. Permit will expire on the 7th calendar day following the Project Manager or Lands’s Staff signature. Harvest under this permit may only occur during daylight hours.

Permit Terms and Conditions:

1. Harvest will be for up up to **2 cords per day with the maximum of 8 cords total** of wet unseasoned firewood unless the Project Manager has authorized additional trees with specific written permission. The Project Manager has full discretion to determine the amount of firewood or species that can be harvested in a designated area. No other use is permitted, and the wood may not be sold, bartered, or used for commercial purposes, unless the Project Manager has given specific written authorization.
2. Harvest will be limited to cut trees that have been previously identified in a specific location at the South Lemon Creek Material Source (SLCMS) on City property on Anka Street, behind the Costco area. Permittee is responsible for ensuring they are in the permitted harvest area and harvesting only firewood specified under this permit.



3. Permittee will clear site after harvest and may not leave any debris associated with the harvesting on the property or roadways or in any drainage area, waterway, or ditch.
4. Permittee acknowledges and understands that SLCMS is used primarily as a quarry site with associated truck traffic.
5. Permittee acknowledges and understands that the SLCMS is not a regularly maintained road in the CBJ and agrees that harvesting firewood is at Permittee’s sole risk.

6. Permittee must be considerate of all rules and policies, observe all posted signs, access the grounds at times/dates specified, and be respectful of the surrounding property and fixtures.
7. Permittee is responsible for wearing appropriate clothing and personal protective equipment suitable for firewood cutting. Permittee is further responsible for having a first aid kit available at the work site in case of an emergency.
8. Permittee is responsible for power tools used in the harvest and ensures fully trained individuals who are at least 18 years of age only use the tools, including chain saws.
9. **Hold Harmless/Indemnification.** Permittee agrees to defend, indemnify, and hold harmless CBJ, its officers, agents, employees and insurers, with respect to any action, claim, or lawsuit arising out of Permittee’s activities, conduct or operations in the designated areas, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorney’s fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the CBJ relating to this Use Permit. The obligations of Permittee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The CBJ shall notify Permittee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Permittee’s obligations and may be waived where Permittee has actual notice.
10. **Acknowledgement of Rules and Liability Waiver.** Permittee and any other member of the public performing work under this permit on CBJ land acknowledges the rules for this permit and agrees to sign this liability waiver for such work.
11. **Modifications.** No changes to the trees and/or areas for harvest of trees will be made unless first approved by the Project Manager.
12. **Revocability.** This Permit is revocable at the sole discretion of the Project Manager. CBJ shall not be liable to Permittee or any other person for any costs, losses, or damages arising out of the revocation.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS PERMIT AND UNDERSTAND ALL OF THE RULES. I AGREE TO BE BOUND BY THESE TERMS.

Please keep a copy of the signed permit with you while harvesting firewood. You are permitted to cut firewood from the SLCMS on the following dates:

Permit will expire 7 days after the date of the signature below. Permit isn’t effective until signed by CBJ Staff.

Signature of Permitted Party

Date:

Permitted Party’s Printed Name

PHONE NUMBER

APPROVED:

Stuart Ashton

CBJ Staff

907-586-5225 ext 4411