



Amador Resource Conservation District Hazard Tree Removal Reimbursement Project

Instructions: Completely fill out application and return to Amador Resource Conservation District (ARCD)

Email: Amanda@AmadorRCD.org

Mailing Address: 12200-B Airport Rd. Jackson, CA 95642

1. Applicant Information

2. Application Date:

Applicant Name (Rebate Check Payable To)

Mailing Address

City

State

Zip

Daytime Phone No.

Email

3. Site of Tree Removal Information

Site Address

City

State

Zip

Number of Trees For Treatment:

Site Assessor's Parcel Number (APN):

4. Income Information

Net Household Income:

Number of People in Household:

Do you qualify for low-income assistance:

HUD State Annual Income Limits Released for Amador County							
Amador County Annual Low Income Limits by Household #	Number of Persons in Household						
	1	2	3	4	5	6	7
		\$40,500	\$46,300	\$52,100	\$57,850	\$62,500	\$67,150

5. Terms and Conditions

1. The applicant applying for the reimbursement must have approval from the legal landowner to be applying for this program. By signing this application, the application is verifying they are the landowner and signing a Right of Entry.
2. Tree treatment site must be located within the project location. Project Location: Properties located within timberland east of Highway 49 in Amador County.
3. Reimbursement is only available to treat dead or dying trees that pose a hazard to an inhabited structure and therefore poses a human safety risk. Reimbursement will apply to the falling of the hazard tree, treatment of the slash, and removal of the tree from the property. The landowner is not required to remove the tree from the property.

4. The applicant must meet state requirements outlined in the Guidelines for High Hazard Zone Tree Removal to qualify for reimbursement (see link below). This includes hiring a qualified contractor for tree removal services. Please see the Tree Removal Contractor Checklist for more information.
http://www.fire.ca.gov/treetaskforce/downloads/Draft_Tree_Removal_Guidelines_3-1-16.pdf
5. Any project commenced before the pre-site visit is not eligible for any portion of the reimbursement.
6. Applications for reimbursement will be awarded on a first come first serve basis until funds are depleted. Projects not completed and reported to Amador RCD staff within 60 days of the pre-site visit may lose funding; the project must be completed in a timely manner. Submission of an application does not guarantee a reimbursement.
7. Amador RCD Staff are entitled to full review of all reported labor and materials costs and reserve the right to deny reimbursement to any applicant for extraneous costs.

Eligible Reimbursement:

- a. Hazard Tree Removal Reimbursement: Properties located within the project area are eligible for a 100% cost share. Cost share reimbursement can cover the cost to fall hazard trees, treatment of slash, and the removal of hazard trees with a maximum reimbursement of \$5,000 for each property. Trees removed under this project must be delivered locally to a processing facility in Amador or Calaveras County. Trees treated under this program must be dead or dying trees that pose a hazard to an inhabited structure. This program does not cover trees that threaten County roads or power lines which will be treated/removed by other entities such as Amador County or PG&E.
- b. Hazard Tree Removal Reimbursement Low-Income Assistance: Properties located within the project area that qualify as low-income are eligible for 100% cost share. Cost share reimbursement can cover the cost to fall hazard trees, treatment slash, and the removal of hazard trees with a maximum reimbursement of \$5,000 for each property. Trees removed under this project must be delivered locally to a processing facility in Amador or Calaveras County. Trees treated under this program must be dead or dying trees that pose a hazard to an inhabited structure. This program does not cover trees that threaten County roads or power lines which may be treated/removed by other entities such as Amador County or PG&E.

6. Instructions

1. Submit a completed application packet to Amador RCD. Once the application has been received and reviewed an Amador RCD representative will contact the applicant to schedule a pre-site visit.

Application Packet Must Include:

- Completed/Signed Application
 - Right of Entry (included in application signature)
 - Property Sketch with Hazard Trees identified (Attachment A)
2. Amador RCD staff will conduct a pre-site visit in which eligible trees for removal reimbursement will be confirmed. Amador RCD staff will determine the eligibility of the hazard trees identified by the applicant on the "Property Sketch" (provided by the applicant with this application). When the site visit takes place the applicant is required to confirm the trees that will be treated under this reimbursement project.
 3. Once the pre-site visit has been completed, Amador RCD staff will provide the applicant with information confirming reimbursement eligibility.
 4. The applicant will contract for the hazard trees to be felled, slash to be treated, and removal of the tree (if desired). The work must be completed and a post-site visit approval must be scheduled by the applicant within **60 days** from the date of the pre-site visit.
 5. Upon completion of the hazard tree removal, the applicant must provide a reimbursement packet to Amador RCD within **60 days** of the date of the initial site visit.

Reimbursement Packet Must Include:

- Completed/Signed Tree Treatment Cost Sheet
- Receipts for tree removal
- Proof of payment for removal

6. Once a reimbursement packet has been received and verified a reimbursement will be issued within **90 days** from the date of the verification. Reimbursement checks will be made payable to the applicant and mailed to the address provided on the application.

7. Agreement and Right of Entry

I irrevocably authorize the Amador Resource Conservation District (ARCD), or anyone authorized/designated by ARCD, to use or reproduce any and all photographs which have been taken of my landscape as part of the Hazard Tree Removal Reimbursement Project by the ARCD or ARCD's authorized agent(s) for any purpose determined by ARCD without compensation or further notice to me.

I have read and understand the program information as stated in the attached application materials including project Terms and Conditions in Section 5 of this document. I understand that by signing below: I agree to meet all the eligible reimbursement requirements; I agree to allow an official from ARCD to verify the treatment of dead/dying trees on my property. I agree to indemnify and hold the Amador Resource Conservation District and the Department of Forestry & Fire Protection, and their respective directors, officers, employees and agents, harmless from any and all liability or claims for damage, including any attorneys' fees and costs, connected to or in any way arising from tree treatment/removal, the inspection of the premises to verify proper treatment, and any other activity related to this program.

I verify that I am the owner(s) of the above-referenced property (collectively, "Owner") and do hereby grant and freely and without coercion, the right of access and entry to said property to the State of California and the Amador Resource Conservation District (District), and their agents, officials, employees, and/or volunteers, contractors and subcontractors, subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants the District and its contractors a right-of-entry over the Premises for the purpose of inspecting the Premises for dead and/or dying trees and inspecting the Premises after the treatment of such trees, subject to the terms and conditions set forth in this Application and Right of Entry. It is fully understood this Application and Right of Entry does not create any obligation on the District or its contractors to perform an inspection. Owner understands the District and its contractors will undertake no inspection or any related action until this Application and Right of Entry is signed and returned. Owner shall make Owner's best efforts to identify and designate any sewer lines, utilities, septic tanks and water lines located on the Premises.
2. Hold Harmless. The District shall not be liable for, and Owner shall indemnify, defend and hold harmless the District, the State of California, California Department of Forestry and Fire Protection ("CAL FIRE"), and any of their officers, agencies, agents, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, attorneys' fees and court costs, which arise out of or are in any way connected to the work contemplated under this Application and Right of Entry, and hereby release, discharge and waive any claims and action against same, in law or equity, arising therefrom. This indemnification and release expressly excludes the contractors, and any subcontractors thereof, performing the work contemplated under this Application and Right of Entry.
3. District's Agents. Except as otherwise provided herein, any person, firm or corporation authorized to work upon the Premises by the District shall be deemed to be the District's agent, including but not limited to, District Contractor, CAL FIRE, and shall be subject to all applicable terms hereof.
4. Authority. Owner represents and warrants it has full power and authority to execute and fully perform its obligations under this Application and Right of Entry pursuant to its governing instruments, as applicable, without the need for any further action, and the person(s) executing this Application and Right of Entry on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owner.
5. Entire Agreement. This Application and Right of Entry constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
7. Modification. The provisions of this Application and Right of Entry may not be modified, except by written instrument signed by both parties.
8. Partial Invalidity. If any provision of this Application and Right of Entry is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Application and Right of Entry shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

9. Successors & Assigns. This Application and Right of Entry shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

RELEASE: IN CONSIDERATION FOR THE CONSENT TO ACCESS AND THE DISTRICT'S PROVISION OF THE DEAD AND DYING TREE TREATMENT PROGRAM ASSISTANCE, AS SET FORTH ABOVE, I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE TO MYSELF OR MY PROPERTY DURING THE PROVISION OF DEAD AND DYING TREE TREATMENT PROGRAM ASSISTANCE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, I FURTHER AGREE THAT NEITHER THE DSITRICT, NOR OTHERS, SHALL INCUR ANY FINANCIAL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEATH, INJURY OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY ARISING OUT OF THE PROVISION OF PROGRAM ASSISTANCE AS SET FORTH ABOVE. ACCORDINGLY, I HEREBY RELEASE THE DISTRICT FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT MY SUCCESSORS, HEIRS, ASSIGNS OR I MAY HAVE FOR DEATH, INJURY, OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY DUE TO PROVISION OF DEAD AND DYING TREE TREATMENT PROGRAM ASSISTANCE AS SET FORTH ABOVE.

By the signature below, the Owner verifies the information to be true and correct and executes the Right of Entry effective as of the signature date.

PROPERTY OWNER:

Authorized Signature

Date

Submit applications to:

Amanda Watson
Amanda@AmadorRCD.org

Amador Resource Conservation District
Attn: Amanda Watson
12200- B Airport Road
Jackson, CA 95642



This project is financed under the State Responsibility Area Fire Prevention Fund and Tree Mortality Grant Program administered by State of California, California Department of Forestry and Fire Protection.

---For Amador RCD Official Use Only---

Application Number: _____ Date Received: _____ Date Processed: _____ Funding Code: _____

Qualify: Yes/No Application: Property Sketch: Right of Entry:

Application Attachment A
Amador Resource Conservation District
Hazard Tree Removal Reimbursement

Instruction: Sketch street, property line, and driveway. Label hazard trees (ID #) that you are requesting reimbursement for treatment.

Applicant Name: _____

Site Address: _____

Accessor Parcel Number: _____

For Official Use Only		
Site Visit Date:		
ID	DBH	Species
1		
2		
3		
4		
5		
# of Trees Approved:		

Number of hazard trees marked for removal assistance:	
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