
ATTACHMENT 'D'

Agreement for Home Owners to Plant and Change the Size of a tree on City Property

Notification to be forwarded thirty (30) business days prior to work

Date: _____ Anticipated Date of Work: _____

Name of Property Owner(s):

(print name)

Address: _____
(please include postal code)

Phone: () _____ Fax: () _____

Name of Contractor (Company):

(print name)

Address: _____
(please include postal code)

Phone: () _____ Fax: () _____

Description of Each Tree(s) (Location and Diameter in cm):

Utility Clearance Obtained (check all applicable):

☐ Powerstream ☐ Hydro One ☐ Bell ☐ Gas ☐ Water ☐ Cable T.V.

Insurance Declaration

The Contractor must provide the City of Markham with a certificate of general liability insurance, on the town's standard form, valid for the work period with an available limit of liability of not less than Two Million (\$2,000,000.00) Dollars in which the City of Markham has been added as an additional insured. Without limiting the generality of the foregoing, such liability insurance shall contain provisions for cross liability and severability of interests and further that the policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to the city.

The Contractor must provide the City of Markham with a certificate of insurance evidencing Standard Automobile Liability, provided that the policy is in the amount of at least One Million (\$1,000,000.00) Dollars for each occurrence.

The Contractor agrees to waive any claim whatsoever that it may have against the City of Markham that may arise as a result of permission granted for work on city property adjacent to the above property.

The Contractor also agrees to fully indemnify and save harmless the City of Markham against all actions, suits, and claims and demands whatsoever which may be brought against or made upon the city and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the city for or by reason of or on account of the permissions hereby granted.

Worker's Safety and Insurance Board No.:

(Worker's Compensation Number)

Signed By: _____ Witness: _____
(Contractor's signature) (required if Contractor is not incorporated)

Date: _____

I/We have authority to bind the corporation/company.

FOR OFFICE USE ONLY:

Date: _____

Approved by Forestry Section - Operations Department:

Name(print): _____ Signature: _____

Agreement for Home Owners to Plant and Change the Size of a tree on City Property

In consideration of the permission granted herein by the City of Markham for the undersigned qualified contractor to undertake work on City trees as set out in Schedule "A" attached hereto, the Contractor and the undersigned property owner acknowledge and agree as follows:

The property owner(s) signing below is/are the registered owner(s) of the property municipally known as;

(please insert address including postal code)

The property owner acknowledges and agrees that all work is to be undertaken and completed at the property owner's sole risk and expense and that there shall be no compensation, remuneration or reimbursement by the City of Markham.

The Contractor acknowledges and agrees that all work is to be undertaken and completed at the sole expense of the property owner. All agreements for payment shall be as between the contractor and the property owner and the Contractor shall receive no compensation, remuneration or reimbursement by the City of Markham whatsoever.

Notification must be provided to the Supervisor of Forestry (or designate) at least thirty (30) business days prior to the commencement of work by e-mailing:

Customer Service
City of Markham
Anthony Roman Centre
101 Town Centre Boulevard North
Markham, Ontario
L3R 9W3

Telephone: 905-477-5530
E-Mail: customerservice@markham.ca
Fax: 905-479-7767

Based on the description of proposed work as set out in Schedule "A", the Contractor will arrange for all necessary utility clearances including hydro, gas, water and sewage, telephone and cable, and provide clearance receipts to the Supervisor of Forestry (or designate) prior to the commencement of work.

The Contractor shall be qualified to perform all work and shall carry out all work in a good and professional workmanlike manner in accordance with the City's latest standards and requirements and all other legislative requirements including without limitation, the Electrical Utility Safety Association Rules from The Infrastructure Health and Safety Association, the Ontario Occupational Health and Safety Act, the Ontario Ministry of Transportation Highway Traffic Act, the Workers Compensation Act.

The Contractor shall obtain all necessary permits and licenses and pay all required fees and shall also provide all notices as required by law or policy prior to commencement of the work. The Contractor is responsible for all site clean-up, appropriate disposal of any and all waste material, and leaving the tree(s) and work site in a safe state.

The Contractor shall provide proof of Workers Compensation and proof of insurance in the form of the attached Certificate of Insurance.

The City of Markham assumes no liability for any damages or injury that may occur during, as a result of, or in connection with the work undertaken by the Contractor. The Contractor will indemnify and save harmless the City of Markham from all claims for damages or injuries that may occur during this work. If the work as specified should fail to be completed or shall be completed in an improper manner or a manner unsatisfactory to the City, the City may undertake the work and shall require all costs related to its completion to be paid forthwith by the property owner or the contractor. In default of payment, the City may recover the costs incurred in a like manner as municipal taxes.

The Owner hereby waives any claim whatsoever that the Owner may have against the City of Markham that may arise as a result of the permission being granted for the work herein described to be undertaken on the street tree adjacent to the Owner's property and the Owner hereby agrees to indemnify and save harmless the City of Markham against all actions suits, claims and demands whatsoever which may be brought against or made upon the City and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of the permission hereby granted.

Name of Property Owner(s):

(please print)

I/We am the Registered Owner of

(please insert address)

Signature: _____ Witness: _____

Name of Contractor (corporation/company):

Name of Signing Officer: _____
(please print)

Signature: _____

Witness: _____
(required if Contractor is not incorporated)

I/We have authority to bind the corporation/company.