



WESTPORT™

**TOWN OF WESTPORT
DEPARTMENT OF PUBLIC WORKS**

110 MYRTLE AVENUE
WESTPORT, CT 06880
203-341-1793

~ PROPERTY OWNERS ~

TREE WORK PERMIT

FOR WORK ON PUBLIC PROPERTY

(Revised March 15, 2023)

Applicant's (Property Owner) Name

Phone Number

Applicant's Address

Address or Location of Work to be Done

Contractor or Arborist

Connecticut Arborist's License Number

Contractor or Arborist's Address

Contractor/Arborist's Phone

Email

Fax

**In accordance with Chapter 451 Section 23-65 of the Connecticut General Statutes
I hereby request permission to:**

- REMOVE PLANT PRUNE TREAT trees on public property.

Planting, stump grinding, and all other subsurface work shall comply with Call Before You Dig: 800 922-4455.

All work shall conform to ANSI A300 Standards.

All work shall be in accordance with the attached approved plan.

JUSTIFICATION FOR ACTION:

ON REVERSE, SKETCH SITE LOCATION IDENTIFYING WORK TO BE DONE, OR ATTACH A PLAN.

Sketch or Plan must specifically identify the Plant Species, Number and Size

Applicant's (Property Owner's) Signature

Date

Arborist or Contractor's Signature

Date



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Requirements and Conditions:

Applicant and Arborist/Contractor agree to the requirements and conditions stated below. Failure to comply with these requirements and conditions will be considered a violation of the permit and subject to penalties of the State Statutes.

Pursuant to CGS 23-65, no person shall cut, remove, prune, injure or deface any shrub or tree within the limits of a parcel of municipal property or public way or grounds without first obtaining a written permit from the Town Tree Warden. This permit is good for one (1) year, provided however, the Town reserves the right to revoke this permit and, if appropriate, remove the tree(s), in the event the Town determines, in its sole discretion, that the revocation is required to protect public safety.

Joint and Several Liability. Applicant and the Contractor/Arborist, jointly and severally, assume all responsibility for property damages and/or personal liability arising out of or related to this permit. By signing the permit application, the Applicant agrees to hold harmless and indemnify the Town and its agents, officials, representatives and employees from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, court costs and attorneys' fees), judgments, and subrogations arising out of, resulting from or related to any injury to a person(s) or damage to property in any way related to the Applicant's or the Contractor/Arborist's activities, including but not limited to those arising or resulting from planting, cutting, removing, pruning, injuring, defacing or treating any tree or shrub on a parcel of municipal property or public way or ground.

Applicant Insurance. The Applicant shall maintain insurance with a minimum of \$300,000 single limit bodily injury and property damage against any and all claims arising from the tree(s) and the activities permitted hereby and shall name the Town as an additional insured. The insurance shall be primary and non-contributory and shall contain a waiver of subrogation in favor of the Town. Before the permit is issued, the Applicant shall provide evidence of such insurance coverage satisfactory to the Town.

Contractor/Arborist Hold Harmless and Insurance. Before the permit is issued, the Contractor/Arborist shall supply to the Town a signed Indemnity and Hold Harmless Agreement, in the form attached to this Application, along with a Certificate of Insurance evidencing the insurance coverages required thereby.

Planting of a tree, stump grinding, and other subsurface work shall require Applicant /Arborist/Contractor to contact Call Before You Dig 800 922-4455 as required by law.

All work shall be conducted in accordance with ANSI A300 Standards.

Trees & shrubs planted in the Town's right-of-way shall not obstruct sight line of vehicular traffic and shall be maintained at least four (4) feet off road for pedestrian traffic.

RETURN TO: Tree Warden, Town of Westport 110 Myrtle Avenue Westport, CT 06880

OFFICE: [203] 341.1134

FAX: [203] 454-5783

EMAIL: treewarden@westportct.gov

DO NOT WRITE BELOW THIS LINE -- FOR OFFICE USE ONLY -- DO NOT WRITE BELOW THIS LINE

Tree posted: [] Approved [] Denied Issued: _____ Date: _____

Reason: _____



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IMPORTANT NOTE:

**PLEASE SEND A COPY OF THIS AGREEMENT
TO YOUR INSURANCE BROKER OR COMPANY
SO THAT THEY UNDERSTAND YOUR INSURANCE OBLIGATIONS
BEFORE THEY ISSUE YOUR CERTIFICATE OF INSURANCE**



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~ARBORIST/CONTRACTOR~

**INDEMNITY AND HOLD HARMLESS AGREEMENT
FOR TREE WORK
ON TOWN PROPERTY**

(revised February 3, 2022)

This Indemnity and Hold Harmless Agreement (“Agreement”) is made this _____ day of _____, 20____, by _____ [NAME OF INSURED TREE COMPANY] (hereafter, the "Indemnitor") with an address at _____ for the benefit of the Town of Westport, a municipality in the State of Connecticut (the "Town").

WHEREAS, the Indemnitor has been, and from time to time after the date of this Agreement may be, authorized or engaged to perform tree or shrub work (the "Activity") on Town-owned property or property within the Town right of way (in either case, the "Premises"); and

WHEREAS, the Indemnitor is required to indemnify and hold harmless the Town and provide insurance protecting the Town, as a condition to the Town’s permitting the Indemnitor to perform the Activity at or on the Premises;

NOW THEREFORE, in consideration of the Town’s permitting the Indemnitor to conduct the Activity at or on the Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Indemnitor, the Indemnitor agrees as follows:

1. The Indemnitor understands and agrees that permission for the Indemnitor to perform the Activity at or on the Premises may be revoked by the Town immediately upon the breach by the Indemnitor of any term of this Agreement. This Agreement shall survive any such revocation, and the Indemnitor shall remain bound by the terms of this Agreement.
2. The Indemnitor shall indemnify, defend and hold harmless the Town and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers and representatives, to the fullest extent permitted by law, from and against any and all losses, claims, allegations, actions, awards, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations and damages of every kind and character which may arise out of or result from, in whole or in part, the Indemnitor’s Activity at or on the Premises or from the negligent or willful acts or omissions of the Indemnitor or any of its employees or agents, subcontractors, third parties invited or authorized by the Indemnitor to participate in the Activity, and/or anyone else for whose acts the Indemnitor may be liable, in connection with the Indemnitor’s Activities at or on the Premises.



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3. The Indemnitor shall (i) make no improvements or alterations to the Premises without specific prior written approval from the Town's First Selectman or the Director of Public Works, (ii) upon expiration or termination of each Activity, leave the Premises in the same condition as it was prior to Indemnitor's entrance on the Premises, (iii) remove all logs, brush, branches, debris, litter, trash and other refuse from the Premises following the conclusion of each Activity, and (iv) provide goods and/or services at or on the Premises in strict compliance with the terms and conditions of all policies, procedures and conditions relating to the Tree Work Permit and the use of Town-owned properties, and in accordance with all applicable laws, rules, regulations and ordinances of all governmental authorities.
4. The Indemnitor shall protect against and be responsible for any and all personal injuries and property damage resulting from the Indemnitor's Activity at or on the Premises.
5. The Indemnitor shall obtain the minimum insurance coverages described below and maintain such coverages for the life of this Agreement, from a company or companies with an A.M. Best rating of A-(VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. Such insurance shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, Indemnitor's obligations under this Agreement and/or from the obligations of any subcontractor and/or any other person or entity directly or indirectly employed by said Indemnitor and/or by anyone for whose acts said Indemnitor may be liable. Indemnitor must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. Indemnitor shall not commence work under this Agreement until all insurance required of Indemnitor has been procured and approved by the Town.

Before the execution of this Agreement by the Town, Indemnitor shall provide the Town with certificates of insurance for each policy required by this Agreement. Indemnitor shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

A. Workers Compensation:

Indemnitor shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the Town.

B. Commercial General Liability Insurance:

Indemnitor shall provide commercial general liability insurance including products and completed operations. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include **ISO Form CG 2026 (04/13) "Additional Insured – Designated Person Or Organization"** or equivalent and **ISO Form CG 2010 (04/13) and CG 2037 (04/13)** or equivalent, if



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requested by the Town.

- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and Indemnitor.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Indemnitor shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall be primary and non-contributory and shall name the Town as an additional insured and provide a waiver of subrogation.

D. Umbrella or Excess Liability Insurance:

Indemnitor shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

E. Contractors Pollution Liability:

If this Agreement includes work involving spraying or chemical treatment, Indemnitor shall provide pollution liability insurance, including products and completed operations and contractual liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate for this project. The policy shall be primary and non-contributory and shall name the Town as an additional insured and waive subrogation in favor of the Town.

6. This Agreement and the Town's permission for the Indemnitor to conduct the Activity at or on the Premises shall not be assigned by the Indemnitor.

7. This Agreement and the Town's policies and procedures supersede any and all prior agreements and understandings with the Indemnitor regarding the subject matter of this Agreement and shall supersede conflicting terms of all purchase orders, terms and conditions or other agreements provided by the Indemnitor with respect to the work. This Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. No provision of this Agreement shall be deemed waived by the Town unless the waiver is in writing and signed by the Town's First Selectman. Any provision of this Agreement that is deemed unenforceable by a court of competent jurisdiction shall be deemed amended and construed to have a valid meaning that is the most protective to the Town, and if no such validating construction is possible shall be severed from this Agreement, and the enforceability of the remaining provisions shall not be impaired thereby.



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This Agreement shall be binding on the Indemnitor and its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Town of Westport and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers, representatives and assigns.

WITNESS

INDEMNITOR

Print Name:
Print Address:

Contractor/Arborist Name, as shown on
Certificate of Insurance

Signed By _____
Print Name:
Print Title:

STATE OF CONNECTICUT)

) ss:

Westport, Connecticut, _____ 20 _____

COUNTY OF FAIRFIELD)

Personally appeared _____ signer(s) and sealer of the foregoing instrument, and acknowledged before me the same to be his/her/their free act and deed, and acknowledged before me that he or she is authorized to execute this agreement on behalf of the Indemnitor and to bind the Indemnitor to its terms and that he or she holds the title with the Indemnitor that is written below his or her name above.

Notary Public
Print Name:
Print Address:
My Commission Expires: _____
Commissioner of the Superior Court