

Information About: The Agreement for Contractors to Perform Arboricultural Services on City-Owned Street Trees

Through adoption of the report entitled “Standardized Forestry Policies” on May 9, 2000, City Council approved the consolidation of various policies of the seven former municipalities to provide consistency across the City. With the subsequent passing of a harmonized Street Tree By-law 388-2000, which was later incorporated into the City of Toronto Municipal Code, Urban Forestry is better able to streamline its processes, procedures, forms and general administration. City of Toronto Municipal Code Chapter 813, Trees, Article II regulates the planting, care and maintenance, protection, preservation and removal of trees on City highways/roads or street allowances with the goal of achieving a sustainable urban forest.

Purpose of the Agreement

Upon receipt of a request for maintenance of a City-owned street tree, or a request to plant a tree on the City-owned street allowance by an adjacent property owner, Urban Forestry will determine what work if any, is required and confirm this with the property owner. If it is determined that maintenance is required, the work will be scheduled to be completed by Urban Forestry as part of the City’s routine tree maintenance program. Unless the work is deemed to be an emergency, property owners may experience a delay in receiving maintenance service due to the City’s tree maintenance backlog.

The “Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees” enables a property owner, at their expense, to contract standard tree maintenance work to a City approved tree service company. This option is made available in the event that the property owner wishes to expedite a request for standard tree maintenance and avoid waiting for City Forestry crews to conduct the required tree work.

The Process

If at your own expense, you wish to have a private tree service company (contractor) perform standard maintenance or tree planting on a City-owned tree adjacent to your property, Urban Forestry requires that you submit a completed “Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees”.

Where Urban Forestry staff confirms that tree maintenance is necessary, Urban Forestry will consider allowing a private contractor to do the following work:

- Prune trees in accordance with sound arboricultural practices.
- Plant tree(s) in keeping with site restrictions with preference being given to large growing native species
- Remove trees which are dead, structurally hazardous, no longer viable to maintain in a healthy and safe condition, or where it is proven that a tree is causing or likely to cause structural damage to a load bearing structure (i.e., a building foundation).
- Remove stumps and any large surface roots to a minimum depth of 25 cm below grade. Large surface roots can only be removed if the tree has already been removed.
- Apply an approved fertilizer.
- In City-owned ash (*Fraxinus* spp.) trees only, contractors licensed and trained by BioForest Technologies Inc. may perform tree injections of *TreeAzin*[™] using the *EcoJect*[®] System against the Emerald Ash Borer (EAB) subject to regulatory requirements, recommended practice and *prior* inspection of tree(s) by Urban Forestry, Forest Health Care Inspection staff to determine suitability of candidate tree(s) for injections.

Note: Where approval is granted for a contractor to perform work, the contractor is responsible for all site cleanup, appropriate disposal of any and all waste material, back filling excavations with appropriate material, and leaving the tree and work site in a safe state.

How Will Approval for Tree Work Be Granted?

The agreement which includes Schedule "A" and the Certificate of Insurance, must be completed in its entirety by the property owner and the contractor as applicable. Each tree must be identified by species and size and the work that is proposed to be done must be clearly identified and described. All Utility clearances, as applicable, must also be obtained by the contractor and provided to Urban Forestry upon request.

Upon receipt of a completed agreement, Urban Forestry may grant approval for the contractor to undertake the work.

The Supervisor of Tree Protection and Plan Review will approve the work by signing and dating the agreement in the space provided. The property owner will be provided with a copy of the approved agreement as proof of permission to undertake the described work. The property owner and/or contractor must provide 48 hours notice to the Supervisor of Tree Protection and Plan Review prior to undertaking the approved work.

For *TreeAzin*TM injections, the Supervisor, Tree Nursery & Natural Resource Management will approve the work by signing and dating the agreement in the space provided. The property owner will be provided with a copy of the approved agreement as proof of permission to undertake the described work. Urban Forestry, Forest Health Care Inspection staff **must** inspect and approve candidate tree(s) for injection **prior** to the work being undertaken.

Where Do I Send the Agreement for Approval?

Please submit your completed agreement to: City of Toronto, Parks, Forestry and Recreation Division – Urban Forestry Branch at the applicable office as noted below.

Note: The approval for outside contractors to perform arboricultural services on City-owned trees is at the sole discretion of the General Manager of Parks, Forestry and Recreation.

Toronto & East York District

Urban Forestry, Tree Protection and Plan Review
50 Booth Avenue
Toronto, Ontario
M4M 2M2

Telephone: 416 392-7391
Fax: 416 392-7277

North York District

Urban Forestry, Tree Protection and Plan Review
5100 Yonge Street, 3rd Floor
Toronto, Ontario
M2N 5V7

Telephone: 416 395-6670
Fax: 416 395-6714

Etobicoke York District

Urban Forestry, Tree Protection and Plan Review
441 Kipling Ave.
Toronto, Ontario
M8Z 5E7

Telephone: 416 338-6596
Fax: 416 394-5406

Scarborough District

Urban Forestry, Tree Protection and Plan Review
70 Nashdene Road
Toronto, Ontario
M1V 2V2

Telephone: 416 338-5566
Fax: 416 396-4248

For *TreeAzin*TM Injections only:

Urban Forestry, Forest & Natural Environment Management
355 Lesmill Road
Toronto, Ontario
M3B 2W8

Telephone: 416 392-6733

Fax: 416 392-6658

Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees

The City of Toronto Municipal Code Chapter 813, Trees, Article II regulates the planting, care, maintenance, and protection of trees on City Highways/Roads or street allowances and, through its associated policies, ensures the sustainability of the urban forest. The General Manager of Parks, Forestry & Recreation is authorized to care for and maintain or cause to be cared for and maintained, any trees located on any City Street. The General Manager may authorize work to be performed on City owned street trees by an approved professional contractor that has been retained by an adjacent private property owner.

In consideration of the permission granted herein by the City of Toronto 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:

1. The property owner(s) signing below is/are the registered owner(s) of the property municipally known as _____.
(please insert address including postal code)
2. 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 Toronto. All contractors must be pre-approved by the City.
3. 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 Toronto whatsoever.
4. All work, other than *TreeAzin*TM injections, must be authorized by and undertaken in accordance with the directions of the Supervisor of Tree Protection and Plan Review. Notification must be provided to the Supervisor of Tree Protection and Plan Review at least forty-eight (48) hours prior to the commencement of work by calling the appropriate district telephone number for Tree Protection and Plan Review as listed above.
5. *TreeAzin*TM injections must be authorized by the Supervisor, Tree Nursery & Natural Resource Management. Inspection of candidate tree(s) by Forest Health Care (FHC) Inspection staff **must** be made **prior** to the commencement of the approved work by calling (416) 392-6733 to initiate an FHC inspection.
6. The Contractor will under no circumstances, work on or near energized apparatus unless express written approval has been given by Toronto Hydro and or Ontario Hydro as applicable. Confirmation of approval given by Toronto Hydro must be provided to the Supervisor of Tree Protection and Plan Review upon request, prior to the commencement of work. 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 Tree Protection and Plan Review prior to the commencement of work.

7. 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, the Occupational Health and Safety Act, the Highway Traffic Act, the Workers Compensation Act, the Pesticides Act and the Pest Control Products 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

8. The Contractor will prune trees according to the following general standards:
 - (i) To encourage the health of a tree;
 - (ii) According to proper arboricultural standards to clear tree limbs and branches interfering with structures, street lighting, pedestrian and vehicular traffic, utility conductors and traffic signals or signs;
 - (iii) To encourage the natural form of the tree species;
 - (iv) To remove dead limbs; and
 - (v) To maintain structural stability and balance of a tree.

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

10. The City of Toronto 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 Toronto 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.

11. The Owner hereby waives any claim whatsoever that the Owner may have against the City of Toronto 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 Toronto 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.

SCHEDULE "A"

Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees

Notification to be forwarded 48 hours prior to work (*TreeAzin*TM injections require inspection and approval by Forest Health Care staff prior to commencement of work)

Date: _____ Anticipated Date of Work: _____

Name of Property Owner(s): _____
(print name)

Address: _____
(please include postal code) Phone: () _____ Fax: () _____

Name of Contractor (Company): _____

Address: _____ Phone: () _____ Fax: () _____

Description of Each Tree(s) (Species & Diameter in cm): _____

Description of Work: standard pruning tree removal stumping fertilization tree planting *TreeAzin*TM injections other (specify)

Utility Clearance Obtained (check all applicable): Toronto hydro Hydro One Bell Gas Water Cable tv

Insurance Declaration

The Contractor must provide the City of Toronto with a certificate of general liability insurance, on the City's standard form, valid for the work period with an available limit of liability of not less than Two Million (\$2,000,000) Dollars in which the City of Toronto 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 Toronto 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 Toronto that may arise as a result of permission granted for work on the street tree(s) adjacent to the above property.

The Contractor also agrees to fully indemnify and save harmless the City of Toronto 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: _____
(Contractor's signature)

Witness: _____
(required if Contractor is not incorporated)

Date: _____

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

FOR OFFICE USE ONLY

Date: _____

Approved by Parks, Forestry & Recreation: Name(print): _____

Signature: _____



CERTIFICATE OF INSURANCE

(To be completed only by the Insurer or its representative)

1. Name of Insured	2. Address & Telephone # of Insured

3. Operations of Named Insured for which certificate is issued:

(NOTE: Provide specific project information including the Toronto contract number)

4. Commercial General Liability

Insuring Company	Policy Number	Policy Limit(s)	Effective Date	Expiry Date

- 5. Policy Provisions/Amendments/Endorsements**
- A. Commercial General Liability is extended to include Personal Injury Liability, Broad Form Contractual Liability, Owner's and Contractor's Protective Coverage, Twelve (12) Months Completed Operations Coverage, Contingent Employers Liability, Non-Owned Automobile Liability and, if applicable to the insured operations as detailed in Item 3, coverage for blasting, pile driving and collapse.
 - B. The CITY OF TORONTO, ITS BOARDS, AGENCIES, COMMISSIONS OR SUBSIDIARY OPERATIONS, AS APPLICABLE, and all sub-contractors have been named as Additional Insured's but only with respect to liability arising out of the operations of the Insured for which a Contract is issued by the City of Toronto.
 - C. The Commercial General Liability Policy(ies) identified above shall protect each insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one Insured.
 - D. The Commercial General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to any of the Additional Insureds as set out in Item 5B.
 - E. If cancelled or changed to reduce the coverage outlined on this Certificate during the period of coverage as stated herein, thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior written notice by registered mail will be given by the Insurer(s) to the CITY OF TORONTO at the address provided for notice and communication in the Contract between the Insured and the City of Toronto.

6. Automobile Liability (if applicable): Please note Sections A to D do not apply to this policy

Insuring Company:	Policy Number:	Policy Limit(s):	Effective Date:	Expiry Date:

CERTIFICATION

I certify that the insurance is in effect as stated in this Certificate and that I have authorization to issue this Certificate for and on behalf of the Insurer(s). This Certificate is valid until the expiration date(s) shown in Item 4 (and Item 6 if applicable) unless notice is given in writing in accordance with Item 5E.

Date	Broker's Name and Address	Signature & Stamp of Certifying Official