



Community Services
Tree Management Division
1702 Burnett Blvd.
Post Office Box 1810
Wilmington, NC 28402-1810
910-341-0078
910-341-4663 fax
www.wilmingtonnc.gov

Application for Tree Pruning, Tree/Stump Removal Permit for Public Areas and Streets

Name of Property Owner: Phone:

Property Address:

Property Owner Address:

NOTE: Contractor performing work MUST have an ISA Certified Arborist on staff. All work shall be performed in accordance with ANSI standards including, but not limited to, A300, Z133.1, Z87.1, etc. Contractor shall follow Wilmington City Code, Chapter 7, Article 3 and all applicable OSHA regulations pertaining to tree work.

Company to Perform Work: Phone:

Company Address:

ISA Certified Arborist Name: Certification #:

Description of Work to be Performed:

Property Owner Signature: Date:

Contractor Signature: Date:

\*\*\*\*\*FOR OFFICIAL USE ONLY\*\*\*\*\*

Reviewed by: Date:

Recommend: Approval Denial Replacement trees: Yes No

Species: Number:

Replaced by: City Contractor Trees Forever Program?

APPROVED DENIED PERMIT #

City Manager / Designee Signature: Date:

**STATE OF NORTH CAROLINA**

**COUNTY OF NEW HANOVER**

**WAIVER OF CLAIMS AND LIABILITY / INDEMNIFICATION**

In consideration of the City of Wilmington, North Carolina (hereinafter sometimes referred to as "CITY") granting permission to the undersigned to engage in **certain tree-cutting or maintenance activities located within the CITY's right-of-way, as specifically identified in the attached "Application for Tree Trimming/Removal Permit for Public Areas and Streets."** the undersigned hereby agrees to release and hold harmless the City of Wilmington, North Carolina, its officers, employees, and agents, from any and all claims, losses, costs, expenses, demands, damages, causes of action or suits, of whatever kind and description, and wheresoever situated, that might now exist or hereafter exist by reason of or arising out of or caused by any act or omission of said CITY's officers, employees and agents affecting, directly or indirectly, as a result of the undersigned's presence or activities within the CITY's right-of-way.

The undersigned also agrees and understands that any contractors, subcontractors or officers, employees, agents and any other person associated with the undersigned are knowingly and voluntarily assuming any and all risk associated with the activities as contemplated herein and that they are fully cognizant of any and all risk involved with said activity. Further, the undersigned agrees and understands that nothing herein is intended, nor should be construed, to create any type of employer/employee nor principal/agent relationship between the CITY and the undersigned. The CITY expressly does not warrant the safety of any person and/or property associated with the activities contemplated herein.

Furthermore, to the fullest extent permitted by law, the undersigned shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by the undersigned (or by any person acting for the undersigned or for whom the undersigned is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the undersigned, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The undersigned expressly understands and agrees that any

performance bond or insurance protection required by this agreement, or otherwise provided by the undersigned or its contractors, subcontractors, agents or employees, shall in no way limit the undersigned's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C. Gen. Stat. §22B-1.

## PROPERTY OWNER

This Waiver of Claims and Liability/Indemnification shall be effective as of the date listed below.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Print Name)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, \_\_\_\_\_, a Notary Public in said State and County, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**STATE OF NORTH CAROLINA**

**COUNTY OF NEW HANOVER**

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The undersigned also agrees and understands that any contractors, subcontractors or officers, employees, agents and any other person associated with the undersigned are knowingly and voluntarily assuming any and all risk associated with the activities as contemplated herein and that they are fully cognizant of any and all risk involved with said activity. Further, the undersigned agrees and understands that nothing herein is intended, nor should be construed, to create any type of employer/employee nor principal/agent relationship between the CITY and the undersigned. The CITY expressly does not warrant the safety of any person and/or property associated with the activities contemplated herein.

Furthermore, to the fullest extent permitted by law, the undersigned shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by the undersigned (or by any person acting for the undersigned or for whom the undersigned is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the undersigned, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The undersigned expressly understands and agrees that any

performance bond or insurance protection required by this agreement, or otherwise provided by the undersigned or its contractors, subcontractors, agents or employees, shall in no way limit the undersigned's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C. Gen. Stat. §22B-1.

## **CONTRACTOR**

This Waiver of Claims and Liability/Indemnification shall be effective as of the date listed below.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Print Name)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, \_\_\_\_\_, a Notary Public in said State and County, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## Code of Ordinances – Wilmington, North Carolina

### Sec. 7-51. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Public areas: All grounds owned by the city other than public streets.

Public streets: All the land lying between the property lines on either side of streets in the city.

(Code 1962, § 27-1)

### Sec. 7-52. Powers and duties of department.

The department of parks and recreation shall have charge, custody and control of all trees and shrubs growing now or hereafter in any public street or public area of the city, and shall have the power to plant, care for and otherwise maintain such trees and shrubs.

(Code 1962, § 27-2)

### Sec. 7-53. Trees, shrubs and plants in public streets and areas.

The city manager shall direct, regulate and control the planting, care and removal of all trees, shrubs and plants growing in public streets and public areas of the city. No person shall hinder, delay or interfere with the city manager in the execution of duties under this article.

(Code 1962, §§ 27-3, 27-4, 27-11; Ord. of 11-7-00, § 6)

### Sec. 7-54. Permit generally.

(a) No person shall take any of the following actions without first obtaining a written permit from the city manager:

(1) Plant, move, spray, fertilize, brace, trim, do surgery work, cut above or below ground, cut any branch or root therefrom or otherwise disturb any tree or shrub in any public street or public area of the city, or cause such acts to be done by others.

(2) Fasten any sign, wire, rope or other material to or around any tree in any public street or public area in the city or run any wire or rope through any such tree.

(3) Deposit, place, store or maintain upon any public street or public area in the city any stone, brick, sand, concrete or other material which will impede the free passage of water, air and fertilizer to the roots of any tree, shrub or plant growing therein.

(4) Attach any electric wires or insulation to any tree or shrub in any public street or public area in the city.

(5) Excavate any ditches, tunnels or trenches or lay any drive within a radius of ten (10) feet from any tree.

(b) The city manager shall issue the permit if in his judgment the desired work is necessary and the proposed method of workmanship thereof is of a satisfactory nature.

(c) Permittees under this section shall abide by the current "American Standards for Nursery Stock" ANSZ-60 on file in the office of public services and facilities.

(Code 1962, §§ 27-6, 27-17—27-21; Ord. of 11-7-00, § 7)