



Commercial Tree Removal Permit for City of Kenai Lands

City of Kenai Parks & Recreation Office | 907.283.8261 | www.kenai.city

Section 1 – Applicant Information

Business name:

Contact name:

Contact address (mailing):

City:

State:

Zip:

Contact phone number:

Contact email address:

IRS AK business license number:

Attach a Certification of Insurance (see Section 4 for requirements), AK Business License, and a Kenai Peninsula Borough Tax Compliance Certification with your application.

Section 2 – Property Information

1. Please provide a description of the property you wish to remove tree(s) on (Borough parcel number(s) or physical address):

2. Please attach a picture or diagram showing the tree(s) you would like to remove and include any nearby hazards such as building or other improvements, utility lines, roads, etc.
☐ Attached

3. Please describe the reason you would like to remove the tree(s), i.e., selling firewood, mulch, mill operation, etc.

4. Please describe how the tree(s) will be felled and removed (chainsaw, hand tools, use of a contractor, truck, snow machine, other equipment, etc.):

5. Please describe how the City property where the tree removal is requested will be accessed (from what road, property or adjacent trail):

6. Slash must be removed from the property. The City may assist in slash removal. Please describe your slash removal plan including any coordinated efforts with the City.

Section 3 – Release of Liability, Hold Harmless, and Indemnity Agreement

For and in exchange for my being allowed to fell, cut and remove trees on City of Kenai property I, _____ (print Business owner or manager name), hereby agree to defend, indemnify, and hold harmless and to fully and forever release, discharge, and exonerate the City of Kenai, its employees, officers, directors, volunteers, agents, successors, assigns, and all others acting on its behalf (the City) from any and all claims, demands, actions, lawsuits, and controversies of every kind and nature for any and all injuries, death, damages, and/or losses of every kind and nature arising directly or indirectly out of or related to my felling, cutting and removal of any trees and associated debris on City of Kenai Property. This Release extends to all such injuries, death, damages, and/or losses whether presently known or unknown, suspected or unsuspected, or disclosed or undisclosed.

I understand that the City makes no representations whatsoever as to the safety of the property, or safety of the activity of felling, cutting or removing trees and associated debris and understand and acknowledge that there may be known or unknown hazards on the City of Kenai's property. I understand and acknowledge that the activity of felling, cutting and removing trees and associated debris is a dangerous activity that may result in severe bodily injury, illness, death, and/or property damage of all kinds. These risks are associated with the felling, cutting and removal of trees and associated debris on City of Kenai property. ***I recognize and accept all risks associated with, arising out of, or relating to felling, cutting and removal of trees and associated debris on City of Kenai Property.***

It is my express intent that this Release of Liability, Hold Harmless, and Indemnity Agreement shall bind myself, the members of my family, and my heirs, assigns, agents, administrators, personal representative(s), and next of kin and that this Agreement shall be deemed to be a release, a waiver, a discharge of liability of the City, a hold harmless agreement, an indemnity agreement, and a covenant not to sue the City. I understand and agree that I will not receive any monetary compensation for any time or services related to the felling, cutting, or removal of trees or associated debris on City of Kenai Property. ***I understand that by signing this Agreement I am giving up substantial legal rights and/or remedies which may otherwise be available to me and to my family. I further certify that I am 18 years of age or older.***

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE.

Signed: _____ Date: _____

Printed Name: _____ Title: _____



Section 4 – Commercial Tree Removal Permit

Pursuant to the statements made above and the signed **RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT**, the City grants the right to _____ (print business name) PERMITTEE to remove dead, infested, and decadent spruce and birch for firewood, timber uses, community fuel reduction, forest health, and wildlife habitat benefits from the following described City Property: _____ on the following dates _____ with the following limitations:

1. PERMITTEE must be onsite at all times during all activities associated with tree removal.
2. PERMITTEE must keep a copy of the permit prominently displayed in the vehicle window or available for inspection by City officials onsite.
3. Tree removal may not take place during a burn suspension.
4. Only dead, dying or diseased trees (standing or down) may be removed.
5. Associated debris or "slash" (branches and other residue left after the felling of timber) may not be left on the property under the following conditions:
6. No cutting within 100' of a body of water or stream unless written permission is granted by the City of Kenai.
7. All stumps and/or piles resulting from firewood cutting must not exceed a height of twelve inches (12") above the ground.
8. PERMITTEE shall not fell any trees that could fall in such a way to endanger power lines or other utility facilities.
9. The burial of waste or trash is prohibited. Waste must be transported off site daily.
10. City property may only be accessed by _____ (print name).
11. If property is accessed by equipment off established roads or trails, it must be done in a manner as to minimize soil and vegetation disturbance.
12. Storage of petroleum products is allowed in amounts necessary for activities required on the property only upon condition that PERMITTEE exercise proper care, handling, and safe and proper storage. Fuel may not be placed within 100 feet of any wetland or the mean or ordinary high water mark of any lakes, streams, or other bodies of water. Fuel must be stored in leak proof containers and placed within a secondary containment.
13. No new roads or trails are authorized under this permit. PERMITTEE shall not restrict public access to State waters or City-owned land except as necessary to create safe working conditions to perform the permitted activities, protect personal property or public safety. The paved trail lying on the adjacent property, to the East, shall not be used as a travelway for the activities permitted herein.
14. All survey monuments, witness corners, reference monuments, mining claims posts, bearing trees and subdivision monumentation shall be protected against destruction, obliteration or damage.
15. PERMITTEE shall not disturb historic or prehistoric resources. Should previously undiscovered artifacts or areas of historic, prehistoric or archaeological importance be discovered, the site shall be protected from further disturbance and PERMITTEE shall immediately cease activities and report such discovery to both the City and the State Historic Preservation Office.
16. No open fires or burning is permitted on City property unless a City of Kenai Burn Permit has been obtained for the property location.
17. PERMITTEE shall take immediate action to suppress uncontrolled fires and report them to the proper authorities as soon as possible.
18. PERMITTEE shall conduct all operations on the parcel in a safe manner and in accordance with generally accepted best management practice.
19. Insurance requirements:

The Proposer must, at Proposer's own expense, throughout the term of the Agreement secure and maintain the following insurance:

- a. Comprehensive general liability insurance, including premises, all operation, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
- b. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Proposer is responsible for worker's compensation insurance for any sub-proposer who directly or indirectly provides services under this Agreement); and,
- c. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

All insurance required must also meet the following requirements:

- i. For comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- ii. For workers compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
- iii. Provide Owner with at least 30 days' written notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

20. This permit conveys to PERMITTEE no interest in the property, and in no way constitutes a preference to PERMITTEE for sale, lease, or permit renewal of this property. This permit is revocable immediately for cause without notice. It is issued for authorized purposes to PERMITTEE. The permit represents a non-exclusive privilege authorizing special use of City land.

Violation of permit conditions or the conduct of activities not authorized by this permit will result in permit revocation and may result in a claim for damages by the City and other civil or criminal penalties as applicable under law. PERMITTEE shall remove all chattels or improvements placed on the land by PERMITTEE within 30 days of permit revocation. The City may, at its option, direct that all activity under this permit stop until a violation of the permit conditions is corrected. Continued activity after notice to stop will be deemed a trespass by the City.

The City reserves the right to permit other land use in the permit area, provided the City determines that such use will not unduly impair the PERMITTEE'S activities. Should circumstances warrant, this permit may be modified or suspended in writing by the City to protect resources, health, safety, and the environment.

21. This permit may not be transferred or assigned without prior written approval by the City.
22. Upon written notification from the City, PERMITTEE may be required to suspend work if ground, weather, fire danger level, or road conditions become unsuitable for conducting tree removal work and PERMITTEE shall immediately cease operations until notified with instructions to resume operations when conditions allow.
23. Activities allowed under this permit are: Removing hazard trees, and dead, infested, and decadent spruce and birch for firewood and other timber uses, as described in the Application, made a part of this permit by reference.
24. All activities shall be conducted in a manner that will minimize land disturbance and will not cause a change in the character of the land or damage water courses, shorelines, or natural drainage patterns.

25. PERMITTEE shall be liable for damage to any City-owned property resulting from this activity. Damages resulting from the activities shall be restored, repaired or replaced by PERMITTEE at PERMITTEE'S expense; failure to repair damages subjects PERMITTEE to all available remedies the City has at law or equity. The election of one remedy will not prohibit the City from pursuing any and all of the available remedies.
26. All activities shall avoid harming or disturbing bald eagles or their nest sites in accordance with the Bald Eagle Protection Act (16 USC 668).
27. Cutting of live trees or vegetation is prohibited for use as firewood. The gathering of wood from dead and down trees on the property is allowed within the course of activities listed.
28. Only temporary structures may be placed on the PROPERTY and shall be located not less than seventy-five (75) feet from the mean or ordinary high-water mark of all lakes, streams, or other bodies of water. Temporary structures are defined as being removable within forty-eight (48) hours' notice.
29. The property must be kept in a clean and sanitary condition and every effort shall be made to prevent the pollution of waters. Sanitary facilities shall be in accordance with the State of Alaska, Department of Environmental Conservation regulations.
30. PERMITTEE is responsible for the safety of all persons conducting activities on the property under this permit. PERMITTEE agrees to provide clientele with information regarding rules and regulations and other information pertaining to the property and the permit.
31. No provision of this permit shall be construed to create a partnership or joint venture or any other arrangement between the City and PERMITTEE where the City would be in any way responsible for debts, losses, or liabilities of PERMITTEE.
32. Any other conditions: _____

Approved by: _____ Date: _____

Print Name: _____ Title: _____

By Signing this Permit Agreement, the PERMITTEE agrees to abide by all terms and conditions of this Permit, including but not limited to the statements made above and the signed **RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT.**

PERMITTEE name: _____ Date: _____

PERMITTEE signature: _____ Title: _____