ALGOMA UTILITIES

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1407 Flora Avenue ♦ Algoma, WI 54201 ♦ (920) 487-5556
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Tree Trimming/Removal Agreement

PARTY REQUESTING REMOVAL:

☐ Property Owner
☐ Algoma Utilities

AGREEMENT made by and between the Algoma Utility of the City of Algoma, 1407 Flora Avenue, Algoma, Wisconsin, 54201 hereinafter referred to as "Utilities" and hereinafter referred to as "Property Owner".

_____ _____
Name Address

_____
Phone Number

In consideration of the mutual covenants and promises of the parties as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by both parties, the parties agree as follows:

1. Ownership of Property The undersigned represents that they are an owner of the following described real estate located in the Utilities service area:

   _____
   (Address or Tax Parcel No.)

2. Permission to Trim or Remove Trees
   Property Owner hereby grants to Utilities the right to enter upon that portion of the Property Owner's property on which the Utilities does not have an easement for the purpose of trimming/removing the following trees, which trees, or portions thereof, are or may interfere with utility distribution or transmission poles, guy wires or other distribution or transmission equipment, or for the purpose of allowing the Property Owner to remove them from the property:

   (Description of Trees – please use North, South, East, West where possible)

   _____

   _____

   _____

   _____

3. Statements of Demands – Utilities will attempt to honor any request, but circumstances will be determined on an individual basis by crew members.

		YES	NO
a)	I request to keep the wood that is cut down.	☐	☐
b)	I request trees only be trimmed below the electrical line.	☐	☐
c)	I request trees be taken down to ground (excluding stump)	☐	☐

4. Clean up/Restoration of Premises/Cost
   a) If the Utilities requests the tree trimming, the Utilities shall clean up after the cutting and all such work shall be at the Utilities' expense.
   b) If the Utilities requests trees to be removed, the entire tree(s), excluding stump, shall be removed, and the clean up and cost shall be at the Utilities' expense.
   c) If the Property owner requests the trimming/removal be done, the tree(s) or portion of the tree(s) cut shall be cut to the point that the tree(s) can safely be felled by the Property Owner without interfering with electric lines. In such case, the Property Owner shall be responsible, at the Property Owner's sole expense, for all clean up, including branches and portions of trees cut by Utilities and for the further removal of the tree, including stumps.

5. Disconnection of Utilities
   a) The Utilities will disconnect the Property Owner's secondary voltage service to the Property Owner's home during normal work hours to allow the Property Owner to safely fell a tree. Such disconnection and reconnection of service will be at no cost to the Property Owner if the work is performed during normal Utilities work hours.
   b) Permission is hereby granted to Utilities to make any such connections or reconnections, and permission is further granted to Utilities to disconnect Property Owner's service to such extent it is necessary for the utilities to trim or fell any trees when requested by Utilities.

6. Hold Harmless
   If the request for trimming or removal of trees is made by the Property Owner, the Property Owner hereby holds the Utilities and it board members, officers and employees harmless and will indemnify the same from any and all claims, demands, lawsuits, judgments and liability, made, filed or brought against the same as a result of work performed by the Utilities requested by Property Owner.

7. Date Work to Be Performed
   Parties agree that the work shall be performed as soon thereafter as the Utilities can perform such work. If specific date is requested by either party – please list below:

   _____ _____ _____
   Month Day Year

8. Successors/Heirs/Personal Representatives or Assigns
   The obligations and liabilities created by this agreement shall extend to the successors, heirs, personal representatives and assigns of the parties hereto.

WHEREFORE, the parties have set their hands on the dates below written.

_____ _____
Signature of Property Owner Date

_____ _____
Signature of Algoma Utilities Date

DATE WORK COMPLETED: _____

WORK COMPLETED BY: _____ TIME: _____