



## Village Of Pleasantville

### 50/50 Tree planting Program FAQs

***Q. What is the 50/50 Tree Planting Program?***

A. The 50/50 Tree Planting Program is a community street tree planting program designed to supplement and enhance Pleasantville's aging street tree stock. Made possible through the cooperation of the Village and its residents, the program's goal is to keep Pleasantville green and beautiful for present and future residents.

***Q. Who can get a tree?***

A. Any property owner with frontage on a Village street, providing an acceptable site for a tree is available.

***Q. Where can the tree be planted, and who will plant it?***

A. Generally the tree must be planted in your front yard, within 15 feet from the curb and clear of obstacles and other trees, away from utilities such as electric, gas, water, sewer, and away from paving and structures. The tree will be furnished and planted by a Village crew at a site selected by you and approved by the Village. The crew will dig the hole, set the tree, and anchor it to the ground with stakes. After the planting, the area disturbed will be returned to an orderly condition. At the end of one year you should remove the stakes and guy lines.

***Q. Who owns and maintains the tree?***

A. The tree will become your very own tree, to enjoy and maintain, with the sole proviso that you cannot remove it without the Village's permission.

***Q. How much will the tree cost?***

A. The cost varies depending on the variety and size of the tree. You will pay 50% of the grower's price and the Village will provide the labor and the other 50% of the purchase price.

***Q. How do I sign up for this fabulous deal?***

A. Complete an application and return it to the Recreation and Parks Department, to the attention of the Superintendent.

**We** will obtain prices for the tree(s) of your choice and contact you to discuss the cost and other details!



## Application for 50/50 Street Tree Planting Program

Return to:

Village Recreation and Parks Department, 48 Marble Avenue, Pleasantville, NY 10570

Or by email [recreationsuperintendent@pleasantville-ny.gov](mailto:recreationsuperintendent@pleasantville-ny.gov)

Name of property owner(s) \_\_\_\_\_

Address \_\_\_\_\_

Day Time Phone(s) \_\_\_\_\_

Email \_\_\_\_\_

### Tree choices – Please indicate desired species

Common Name	Scientific Name	Mature Height	Form	Planting Notes
Northern Red Oak	Quercus rubra	50ft +	rounded	plant in spring
American Linden	Tilia americana	50ft +	rounded	var. Redmond
London Plane	Platanus x acerifolia	50ft+	rounded	very tough!
American Elm	Ulnus americanus	50ft+	vase-like	disease resistant hybrid
Sugar Maple	Acer saccharinum	50ft+	upright	old favorite
Ginkgo	Ginkgo biloba	50ft+	upright	male cultivar only
American Hornbeam	Ostrya virginiana	35-50ft	rounded	plant in spring
Red Maple	Acer rubrum	35-50ft	rounded	tolerates wet
Eastern Redbud	Cercis canadensis	25ft max	rounded	good under wires
American Dogwood	Cornus florida DR	25 ft max	spreading	good under wires

1/2020

**For Internal Office Use ONLY:**

Check Number: \_\_\_\_\_ Amount: \_\_\_\_\_

Date Tree Planted: \_\_\_\_\_ Village Initials: \_\_\_\_\_

Deposit Code: \_\_\_\_\_



## VILLAGE OF PLEASANTVILLE 50/50 TREE PLANTING PROGRAM AGREEMENT

This **AGREEMENT** (“Agreement”) is entered into by and between the **Village of Pleasantville** (the “Village”), a New York municipal corporation with offices located at 48 Marble Avenue, Pleasantville, NY 10570, and \_\_\_\_\_  
[*Name of Property Owner(s)*] (the “Property Owner”),  
\_\_\_\_\_ [Address] (the “Property”), (collectively referred herein as the “Parties”).

**WHEREAS**, the 50/50 Tree Planting Program is a community street tree planting program designed to supplement and enhance Pleasantville’s aging street tree stock, made possible through the cooperation of the Village and its residents, and the program’s goal is to keep Pleasantville green and beautiful for present and future residents; and

**WHEREAS**, any property owner in the Village of Pleasantville with frontage on a Village street may participate in the Village’s 50/50 Tree Planting Program, provided there is an acceptable site available to plant the tree; and

**WHEREAS**, generally the tree must be planted in the front yard, within 15 feet from the curb and clear of obstacles and other trees, away from utilities such as electric, gas, water, sewer, and away from paving and structures; and

**WHEREAS**, the tree will be furnished and planted by a Village crew at a site selected by the Property Owner and approved by the Village; and

**WHEREAS**, the Village crew will dig the hole, set the tree, and anchor it to the ground with stakes and return the disturbed area to an orderly condition after the planting; and

**WHEREAS**, the tree will become the sole responsibility of the Property Owner to maintain.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties do hereby agree as follows:

- 1) The Property Owner grants to the Village, their agents, contractors and subcontractors, a temporary, non-exclusive license to access the Property for the purpose of planting any tree(s) pursuant to the 50/50 Tree Planting Program.
- 2) The Property Owner shall pay 50% of the grower's price and the Village will provide the labor and the other 50% of the purchase price for the tree. The cost will vary depending on the variety and size of the tree.
- 3) To the fullest extent permitted by law, the Property Owner agrees to release the Village from and defend, indemnify and hold harmless the Village and its officials, employees, representatives, contractors and agents from and against any and all claims, demand, costs and liabilities or personal injury (including death) and property damage hereinafter arising or accruing with respect to any entry onto the Property by the Village, their agents, contractors and subcontractors for the purposes of planting any tree(s) pursuant to the 50/50 Tree Planting Program.
- 4) Property Owner recognizes that such work shall be performed at the sole discretion of the Village and to the reasonable satisfaction of the Village.
- 5) The Property Owner hereby releases the Village from liability for such tree planting work being performed by the Village.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date(s) indicated below.

**PROPERTY OWNER**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Dated: \_\_\_\_\_

**PROPERTY OWNER**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Dated: \_\_\_\_\_

**VILLAGE OF PLEASANTVILLE**

Signature: \_\_\_\_\_

Name: Eric Morrisey, Village Administrator

Dated: \_\_\_\_\_