



City of Cambridge

410 Academy Street, Cambridge, MD – P O Box 255

Phone: 410-228-4020 Fax: 410-228-4554

MD Relay (V/TTY) 711 or 1-800-735-2258

E-Mail info@choosecambridge.com

Date: April 25, 2022
Prepared by: Pat Escher, A.I.C.P., Division Manager
SUBJECT: City Wide Trees Planting

Discussion: The City is partnering with ShoreRivers and the Sierra Club to plant trees at various locations throughout the City. This spring /summer we will be planting trees at Meadow Avenue Park and shortly thereafter we will be planting a buffer screen at the future Leonards Lane Park. In the fall we will be planting trees in Cornish Park. The materials are being donated to the City by these organizations and will be planted by students and/or volunteers. The Meadows Avenue plantings were planted on Friday, Earth Day, by local students and volunteers.

Please review and approve the attached agreement between ShoreRivers and the City.

Approved by: David Deutsch, Acting City Manager





ShoreRivers Tree Planting and Maintenance Agreement

This agreement is entered into this ____ day of _____ 2022, between ShoreRivers, a non-profit Maryland organization with offices at 114 S. Washington St. Suite 301, Easton MD 21601, Talbot County, and _____ [enter landowner name] _____ (hereafter referred to as "Landowner"), who owns property at _____ [enter mailing address of residence] _____, (hereafter referred to as the "Property").

Landowner and ShoreRivers, for mutual considerations here mentioned, agree as follows:

- Landowner owns the Property referenced above, and desires to set aside a portion of that land for the purposes of water quality improvement and increasing tree canopy coverage through participation in ShoreRivers Tree Stewards program.
- Landowner agrees to allow ShoreRivers or its Tree Stewards program volunteers to enter upon the Property at a mutually agreed time to plant a tree or trees based on a site assessment of the Property to be conducted by ShoreRivers.
- ShoreRivers will be responsible for the cost of the site assessment and/or tree planting, and Landowner will be responsible for maintaining the completed tree planting as per the specifications in this agreement.
- The site assessment, once completed, will be submitted to the Landowner for approval and prior to any tree planting.
- Landowner agrees to work in good faith with ShoreRivers and its Tree Stewards volunteers to complete the project.
- All projects or practices referenced in this agreement must be completed prior to December 1, 2022.
- The parties to this agreement understand that ShoreRivers, Inc is a non-profit organization that is serving to facilitate this project, without any expectation of profit. The two parties expressly agree to hold each other harmless from and against any and all losses, liabilities, or claims that arise from this agreement, and to waive any claims for liability or damages against ShoreRivers, its Tree Stewards program volunteers, or any of its agents for any damages or costs that may be incurred as a result of this agreement or its implementation, including but not limited to the design, implementation, or maintenance of the practices to be installed, or any property damage or personal injury.



- Tree Stewards is a Chesapeake Bay-wide program and its volunteers are not employees or agents of ShoreRivers but rather community volunteers. ShoreRivers does not assume responsibility for negligence or damages caused by Tree Stewards volunteers.

Maintenance:

The Landowner accepts responsibility for the tree(s) maintenance for its survival. The tree basin must be kept free of trash and weeds and must be kept full of soil and mulched as necessary.

ShoreRivers will provide Landowner information and advice about watering and further maintenance. Upon completion of the project, Landowner will receive a maintenance plan as a part of the site assessment.

Watering:

A tree must be watered regularly as necessary to keep moist.

ShoreRivers will assist with coordinating Tree Stewards volunteers to offset labor associated with maintaining the tree(s), to the extent those Tree Stewards volunteers are available.

I have read "ShoreRivers Tree Planting and Maintenance Agreement" and understand the responsibilities I assume in willingly allowing ShoreRivers to design and install a tree planting on my property.

I agree to accept responsibility for checking the water needs of each tree at my address for at least two years after planting, and watering accordingly. I also accept responsibility for keeping the tree wells free of leaves, trash, and debris and I will maintain the stakes and ties for the length of time I am advised to do so. After that time, I accept responsibility for removing the stakes and ties.

Landowner(s): _____
(Print name) (Signature)

Telephone: (H) _____ (C) _____

of trees: _____ Species: _____

On behalf of ShoreRivers, Inc: _____
(Signature and title)