



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number: 106

Effective Date: [Click here to enter a date.](#)

Supersedes: Policy 33/09 -Tree Replacement, Donation and Memorial

Approval: [Click or tap here to enter text.](#)

Subject: **Commemorative Tree Program Agreement**

1.0 Purpose

- 1.1 To provide a clear guideline for participation in the Commemorative Tree Program and to provide an understanding of administration and maintenance responsibilities.
- 1.2 The purpose of the Commemorative Tree Program is to provide members of the public with an opportunity to establish a memorial tree and plaque in a public park owned and operated by the Town of Tecumseh in honour of and to pay tribute to a person(s) or event of significance.

2.0 Policy Scope

- 2.1 The Commemorative Tree Program (Program) applies within Town parks and is administered by the Tecumseh Parks and Recreation Department (Department).
- 2.2 The Program is based on user-pay where costs of the commemorative tree and plaque are the responsibility of the contributor. A signed agreement (Schedule A attached) outlining the arrangements between the Town and the contributor is required upon approval of the application and receipt of the fee and prior to the installation of the commemorative tree and plaque.

3.0 Procedures

Every Contributor shall be required to complete and submit an application to the Department, as set out in Schedule A of the Agreement, for a commemorative tree and plaque. A contribution fee covering the Town's costs associated with the tree and plaque will be set in the Town's approved Annual Fees and Charges Schedule. Fees must be paid in full at the time of application approval.

The Contributor must submit the application no later than September 1 of each year to provide sufficient time for processing, approval and order placements and qualify for tree planting by November 30 of the same year.

Contributors will be eligible for a refund of fees where cancelation notices are given in writing to the Department prior to an order being placed. Such fee is not refundable under any circumstances once the plaque has been ordered.

3.1 Tree Species

- 3.1.1 A wide variety of trees is essential to good urban health. No one species is to account for more than 20% of the annual allotment of trees to be planted. Native trees will be used when appropriate for site-specific growing conditions. Non-native species are to be excluded from naturalization and restoration projects. The existing populations of trees in specific neighbourhoods must be considered when specifying species for planting, with the long-term objective being to limit any one species to no more than 20% of the total tree population.
- 3.1.2 The list of tree species for the Program include Honey locust, Kentucky Coffee tree, Silver Maple, Native Red Maple, and London Plane Tree. The Town reserves the right to the final determination of tree species, location and placement, while making best efforts to accommodate the Contributor's request.

3.2 Customized Plaque

- 3.2.1 The Contributor will have the option to purchase a customized granite plaque to be installed at the base of the tree. The contributor will be responsible to submit the plaque inscription to the Department at the time of application. The Town reserves the right to make final decisions as to the size, style, location, placement and inscription of and on the plaque.
- 3.2.2 The Department will be responsible to order the plaque in accordance with the signed agreement and approved application.

3.3 Site Location

- 3.3.1 The Department will make best efforts to accommodate the Contributor's desired commemorative tree and plaque request as set out on the Town's application. The Department reserves the right to make the final decision as to location and placement of the tree and plaque.

3.4 Installation Timeline

- 3.4.1 Reasonable efforts shall be made to install the tree and plaque within 60 days of application approval. Due to circumstances such as weather, special events, staff scheduling, and other unknown activities that may occur at the site, tree/plaque installation dates are not guaranteed.

3.5 Maintenance and Replacement

- 3.5.1 Trees and plaques installed under this policy become the property of the Town of Tecumseh. The Town will maintain commemorative trees in the same manner as other trees in the Town parks.
- 3.5.2 The Town will not be liable for theft or damages to the tree or plaque incurred by circumstances beyond its control, including but not limited to, acts of vandalism, acts of God, age-related wear and tear and/or weather related deterioration. Should any tree or plaque become victim to any of these perils, the Contributor will be responsible for replacement through the application process and subject to the applicable fee. Where the tree's demise is attributed to the Town's maintenance or lack thereof, the Town will be responsible to replace the tree on one (1) occasion within five (5) years of installation.

Memorial Items

The placement of memorial wreaths, flowers, ornaments or other such items will not be permitted on, in or next to the tree or plaque and these items will be removed and discarded without notice.

Terms of Agreement

A tree installed under this policy will become the property of the Town and will be considered a donation by the Contributor as set out in the terms of the Agreement contained in Appendix A below.

Appendix A



Commemorative Tree Program Agreement



This Agreement made this [Click or tap to enter a date](#). **Between:**

The Corporation of The Town of Tecumseh

Hereinafter called the “Town”

-and-

[Click or tap here to enter text](#).

Hereinafter called the “Contributor(s)”

Whereas The Town wishes to implement a Commemorative Tree Program (Program);

And Whereas the Program provides an opportunity for individuals to make a monetary contribution equivalent to the cost of a tree and associated plaque, if desired, to commemorate a special event or honour others through a lasting tribute within a public park owned and operated by the Town;

Therefore, the Parties hereto agree as follows:

- a) The Parks and Recreation Department shall coordinate and administer the Commemorative Tree Program. Every Contributor shall be required to complete and submit an application, as set out in Schedule A (attached), for a commemorative tree and plaque.
- b) The Parks and Recreation Department shall make best efforts to accommodate the Contributor’s desired commemorative tree and plaque request as set out on the Town’s application. The Town shall have the exclusive right to make final decisions as to the species, caliper, location and placement of the commemorative tree and the size, style, location, placement and inscription of and on the plaque.
- c) The contribution fee covering the Town’s costs associated with the tree and plaque shall be set in the Town’s approved Annual Fees and Charges Schedule and shall be paid in full at the time of application approval. Such fee is not refundable under any circumstances once the plaque has been ordered.
- d) Each plaque inscription shall conform to the Town’s specifications and will be mutually agreed with the Contributor prior to application approval by the Town.
- e) Reasonable efforts shall be made to install the tree and plaque within 60 days of order confirmation however, due to circumstances such as weather, special events, staff scheduling, and other unknown activities that may occur at the site, installation dates shall not be guaranteed.
- f) The Town will issue a receipt to the Contributor for the fee.

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- g) Trees and plaques installed under this policy become the property of the Town of Tecumseh. The Town will maintain commemorative trees in the same manner as other trees in the Town parks.
 - h) The Town will not be liable for theft or damages to the tree or plaque incurred by circumstances beyond its control, including but not limited to, acts of vandalism, acts of God, age-related wear and tear and/or weather related deterioration. Should any tree or plaque become victim to any of these perils, the Contributor will be responsible for replacement through the application process and subject to the applicable fee. Where the tree's demise is Tree attributed to the Town's maintenance or lack thereof, the Town shall be responsible to replace the tree on one (1) occasion within five (5) years of installation.
 - i) The Town reserves the right to relocate any and all trees and plaques at any time should such action be necessary, including but not limited to, development of park amenities or facilities, or interference with park operations. The Town shall make a reasonable effort to contact the Contributor should relocation of a tree and plaque be required.
 - j) The placement of memorial wreaths, flowers, ornaments or other such items will not be permitted on, in or next to the tree or plaque and it is understood that the Town will remove and discard these items without notice.

I have read the Commemorative Tree Program Agreement and understand all terms and conditions. My signature below constitutes my acceptance of all of the terms and conditions set forth herein.

Print Name: Click or tap here to enter text.

Signature: _____

Date: Click or tap to enter a date.

Town of Tecumseh Verification

Print Name: Click or tap here to enter text.

Signature: _____

Date: Click or tap to enter a date.