



# Third Party Memorandum of Agreement

For Planting Tree (s) in the  
Louisville Metro Right of Way

## Memorandum of Agreement

Between the

**Louisville/Jefferson County Metro Government, acting by and through  
Division of Community Forestry**

And

**Organization/Neighborhood Association Name:** \_\_\_\_\_

And

**Property Owner Name:** \_\_\_\_\_

**Property Owner Address (tree location):** \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Property Owner Mailing Address (if different from tree location):** \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**This Memorandum of Agreement** is made and entered by and between the Louisville/Jefferson County Metro Government, acting through Division of Community Forestry (hereafter referred to as Division), with the address at Metro Hall, Suite 606, 527 West Jefferson Street, Louisville, KY 40202 and the above listed Organization/Neighborhood Association (hereafter referred to as “LMG partner”) and Property Owner (hereafter referred to as “Property Owner”).

1. **Required Information:** Please provide the following information to be considered for permit to plant a tree in the public right of way. Please list order of trees in direction of street traffic.

Quantity	Caliper (in)	Species	Location (ex. alley, front of house, side of house, tree well)	Presence of Overhead Utilities (Yes or No)	Length of Green Verge or Tree Well (ft)	Width of Green Verge or Tree Well (ft)

### AGREEMENT WITH DIVISION OF COMMUNITY FORESTRY (Division):

\*Please check mark next to statement

\_\_\_ The LMG partner has explained the property owner’s obligation in regards to the tree based Louisville Metro Ordinances 102.02, 102.04, 102.05, 102.06, 102.12 (page 2).

\_\_\_ The LMG partner and Property Owner shall be solely responsible for the 3 year water maintenance of permitted tree(s) (DCF Form\_0002).

2. **Conflict of Interest:** The parties certify, by the signatures of duly authorized Representatives on this Agreement, that they are legally entitled to enter into this MOA and that they shall not be violating, either directly to indirectly, any conflict of interest statute of the Commonwealth of Kentucky by the performance of this agreement.

3. **Entire Agreement:** This agreement is the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties that are not embodied in this Agreement. This

Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

- 4. **Successors:** This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- 5. **Severability:** If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provision hereunder.
- 6. **Warranties:** The Division makes no warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing, or usage of trade.

X \_\_\_\_\_ Date \_\_\_\_\_  
Property Owner Signature

X \_\_\_\_\_ Date \_\_\_\_\_  
Division Staff Signature

\_\_\_\_\_  
Print Property Owner Name

\_\_\_\_\_  
Print Division Staff Name

X \_\_\_\_\_ Date \_\_\_\_\_  
Organization Representative Signature

\_\_\_\_\_  
Print Organization Representative Name

**Louisville Metro Ordinances pertaining to Right of Way Trees:**

**102.02 DIVISION OF COMMUNITY FORESTRY.**

(A) The Division shall have authority over public trees within Louisville Metro as set forth in this chapter, including but not limited to the authority to plant, support, maintain, remove and protect public trees, to issue permits for the removal, maintenance, alteration, or planting of public trees, and to pursue enforcement for violations of this chapter.

(B) The Division shall establish standards illustrating proper arboricultural practices in furtherance and support of the provisions of this chapter.

**102.04 MAINTENANCE OF PUBLIC TREES.**

Tree maintenance of public trees shall be the responsibility of the abutting property owner.

**102.05 STANDARDS FOR PUBLIC TREES.**

(A) The Division shall establish policies and standards for planting, tree maintenance, treatment, tree encroachment, tree removal and replacement of public trees. In no event shall the Division require planting a tree larger than one and one-half (1-½") inch in caliper.

(B) All public trees that are removed, including public trees removed by Metro Government, are required to have the stump ground within three months of the removal unless the Division provides a written waiver of this requirement. This provision shall not require a public utility to grind the stump of a tree removed by the public utility, at the request of the Division, from right-of-way not abutting the public utility's property.

(C) All public trees that are removed are required to be replaced in accordance with Division standards within one year unless the Division provides a written waiver of this requirement. This requirement shall not apply to exempt activities under § [102.07](#) or to public utilities operating under a public utility permit agreement with the Division pursuant to § [102.08](#).

(D) Without limiting rights pursuant to any easement, only trees that grow to a mature height of 25 feet or less will be considered for planting within the public right-of-way within 15 feet of an overhead electric utility line.

(E) Without limiting rights pursuant to any easement, no trees will be considered for planting within the public right-of-way within 20 feet of an overhead electric-transmission line, and no trees that grow to a mature height equal to or greater than the tree base's distance to an overhead electric-transmission line will be considered for planting.

**102.06 PERMITS**

(A) A permit shall be obtained from the Division prior to planting, tree maintenance, tree encroachment, tree removal or replacement of a public tree in accordance with this chapter and Division standards, except as stated in § [102.07](#).

**102.12 ENFORCEMENT AND PENALTIES**

(A) The Division and any Louisville Metro Code Enforcement Officer shall have the right of entry onto all lands within Louisville Metro at reasonable times for purposes of determining whether a tree presents a public nuisance, as that term is defined in subsection (7) under the definition of Public Nuisance in § [156.005](#), subject to constitutional restrictions on unreasonable searches and seizures.

(B) When the Division determines that work or other activities affecting public trees is being conducted in violation of this chapter, is not authorized by any applicable permits and poses irreparable damage to trees or threatens public safety, the Community Forester and his or her designee is authorized to issue a stop work order requiring the person or entity to cease work until a review of the activity can be conducted by the Division.

(D) The civil penalty for violations shall be not less than \$50 nor more than \$1,000. Each tree in an offense involving multiple trees shall constitute a separate offense, and each day of a violation that is continuing in nature after a deadline for compliance has passed shall constitute a separate offense but in no case shall the total fine exceed \$10,000. The Division shall establish a schedule of penalties for specific violations within the parameters set forth in this ordinance, which schedule shall be approved by Metro Council, posted in the office of the Division, and published on the Division's website.