



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 DCF), 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 (DCF):

*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 96.02, 96.03, 96.99, 97.051, 97.076 (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:** DCF 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

Print Property Owner Name

X _____ Date _____

DCF Staff Signature

Print DCF Staff Name

X _____ Date _____

Organization Representative Signature

Print Organization Representative Name

Louisville Metro Ordinances pertaining to Right of Way Trees:

§ 96.02 REMOVAL OF OR DAMAGE TO TREES.

(A) It shall be unlawful for any person to trim, cut, damage, or remove any tree within the public right-of-way of any street of Louisville Metro, without having secured a permit to do so. Permits for trees located on public rights-of-way other than designated historic parkways of Louisville Metro shall be obtained from the Louisville Metro Department of Public Works.

(B) It shall be unlawful for any person to trim, cut, damage, or remove any tree within the right-of-way of any designated historic parkway, which is under the jurisdiction of Louisville Metro Parks. These include Algonquin, Cherokee, Douglass-Millvale, Eastern, Northwestern, Southern, and Southwestern. Any and all work on trees located within the right-of-way of a designated historic parkway must be performed by Louisville Metro Parks, or agent thereof.

(C) Subsection (A) of this section shall not apply to Louisville Metro Government and its authorized agents, or to suburban fire districts which are acting to alleviate a public safety hazard.

(1999 Lou. Code, § 93.11) (Lou. Ord. No. 382-1988, approved 12-30-1988; Lou. Metro Am. Ord. No. 50-2006, approved 3-28-2006) Penalty, [see § 96.99](#)

§ 96.03 REMOVAL OF DEAD TREES.

Whenever the Louisville Metro Department of Public Works shall condemn any dead or decaying tree on the sidewalks or thoroughfares of the Metro Government, and notice is served by the Department on the owner of the lot or property abutting the street or sidewalk where the condemned tree is located, the owner shall within ten days after notice, respond to the citing agency, and within 30 days of notice, at owner's sole cost, remove the condemned tree from the street or sidewalk in such manner as will least impede the public travel, and shall put the surface of the streets or sidewalks in an even and uniform shape after removal, following Metro Government construction standards.

(1999 Lou. Code, § 93.10) (Lou. Ord. No. 382-1988, approved 12-30-1988; Lou. Metro Am. Ord. No. 50-2006, approved 3-28-2006) [Penalty, see § 96.99](#)

§ 96.99 PENALTY.

(B) Any party that violates any of the provisions of § [96.02](#) by trimming, cutting, or damaging a tree shall be fined not less than \$50 nor more than \$250 for each offense; violations by removing a tree shall subject the party to a fine of not less than \$250 nor more than \$500. Each day's continued violation shall constitute a separate offense.

§ 97.051 MAINTENANCE OF OBSTRUCTION.

Within this described area, except as provided in § [97.052](#), it shall be unlawful to install, set out, maintain, or allow the installation, setting out, or maintenance of any sign, hedge, shrubbery, tree, natural growth, or other obstruction of any kind which obstructs cross-visibility at a level between 24 inches and 72 inches above the level of the center of the adjacent intersection.

(1999 Lou. Code, § 93.21) (Lou. Ord. No. 102-1968, approved 4-24-1968; Lou. Metro Am. Ord. No. 195-2005, approved 11-16-2005) [Penalty, see § 97.999](#)

§ 97.076 OBSTRUCTIONS REGULATED.

(B) *Permit requirements.* (1) No party shall place, construct, or maintain within the right-of-way of any public way of Metro Government any permanent or immovable object, street furniture, structure, sidewalk, entrance way, driveway, or other installation, except as otherwise permitted by resolution or ordinance of the Metro Government. (2) Before placing an object, structure, street furniture, or other installation pursuant to subsection (B)(1) above, a written permit shall be obtained from the Director of the Louisville Metro Department Public Works.