

CHAPTER 56 MAPLE TREE PLANTING AND PRESERVATION

- 56.1 PURPOSE.** The purpose of this Chapter is to insure that species of maple trees, suitable for tapping for sap for the production of maple syrup, are going to be a part of Vermontville's future, as they have been an important part of the history of Vermontville. By helping to insure that such trees are planted, the environment, as well as the economy of the maple syrup product are given a helping hand by the Village of Vermontville. This Chapter allows for the procurement of such trees, the planting of such trees, and an agreement with Village residents to allow such trees procured under this Chapter to be tapped for sap for maple syrup production when the trees attain suitable size as recognized by general tree tapping standards.
- 56.2 FUNDING.** The expense of carrying out the terms of this Chapter shall be borne by the general fund of the Village of Vermontville, with proper accounts established as required by generally accepted accounting procedures.
- 56.3 RESPONSIBILITY FOR ADMINISTRATION OF THIS PROGRAM.** The final responsibility for the administration of this Chapter shall rest with the Vermontville Council. Individual activities associated with carrying out the terms of this Chapter may be undertaken by the President of the Village of Vermontville; the assigned committee of councilpersons; residents of the Village of Vermontville who volunteer for service on such established committees, if assigned; the Department of Public Works for the Village of Vermontville; representatives of the Vermontville Syrup Corporation or festival representatives; individuals who donate such trees; and any other civic groups who may seek or be invited to help administer this program. This program will be administered in compliance with the Open Meetings Act, the Village's policy of non-discrimination toward any individual or group, and, where feasible, all applications of the Americans with Disabilities Act.
- 56.4 PROCUREMENT OF TREES.** Species of maple suitable for the production or capable of producing sap which can be made into maple syrup will be sought for planting. The sugar maple (*acer sacrum* genus) will be the maple tree of first choice, but, other maple species suitable for planting for the purposes of this Chapter may also be planted. The Village of Vermontville may seek donors of these maple trees, the donor of such trees may or may not be a member of the Vermontville Maple Syrup "Festival" Association, but, "free" donors of trees will be sought and preferred. If no donors of free trees can be found, the Village of Vermontville may enter into an agreement with a party who charges for a maple tree, with the recipient of the maple tree being charged for the tree only.
- 56.5 THE TRANSPLANTING OF MAPLE TREES.** The Village of Vermontville may provide the equipment necessary to transplant these trees with the use of Department of Public Works employees to do so. The Department of Public Works may enter upon private property to attain suitable maple trees. Volunteers may be used in the transplanting of these maple trees, with the idea that such volunteers are assisting the recipients of these trees, with no employee-employer relationship construed or involved. The donor of any of the suitable maple trees may, at his or her discretion, allow residents of the Village of Vermontville to transplant such trees and still be bound by the idea that these trees will be allowed to be tapped.

- 56.6 LIABILITY.** The Village of Vermontville will not be responsible for damage to private property in the transplanting of these maple trees. The Village of Vermontville's Department of Public Works will take such precautions in digging up these trees from donors' wood lots or land as necessary to not disturb the surrounding areas by digging around trees as only an area necessary to insure survival of the tree. While planting these trees upon the recipient's property, with yards in particular, some damage must be expected during certain times of the year and after very wet conditions. Care will be taken to damage recipient's property minimally, but the recipient landowner shall be responsible for repairing damage sustained by the transplanting of these trees.
- 56.7 RECIPIENTS' LIABILITY.** The recipient of these maple trees will be responsible for assuring, to the best of their ability, the survival of these trees. The recipient is responsible for properly watering and fertilizing their trees. The recipient will not destroy such tree intentionally, and if while of transplantable size, the tree may be transplanted to another recipient. The Village of Vermontville will not re-transplant trees upon a recipient's property without the consent of Council of the Village of Vermontville. The Department of Public Works will plant the tree to sufficient depth, backfill, and initially water, although any additional settling will be the recipients' responsibility. Any required staking is the recipients' responsibility.
- 56.8 VILLAGE OF VERMONTVILLE LIABILITY.** The Department of Public Works will plant suitable maple trees in desirable locations, with the best placement of these trees to insure future growth, with the least interference with underground and overhead utilities, and with these trees planted a suitable distance from streets and planted such as not to obscure fields of vision for all traffic. The planting of these maple trees is to be avoided, if at all possible, in the street right of way. The recipient will stake the desired placement of the trees and contact with the Department of Public Works must be done if a recipient cannot be present when a tree is planted, which is preferred. Disputes on the placement of trees will be referred to council or representatives with authority to settle dispute on placement of these trees if they arise. The Department of Public Works will handle the contacting of all utilities (Miss Dig) before a tree is planted. If a dispute arises while the Department of Public Works is planting a tree, and in the opinion of the Village of Vermontville employees a dispute cannot be settled, the Village of Vermontville employees will cease all work, fill in any excavations, and remove themselves and the maple trees from the property if no representative(s) of the Village Council with the ability to resolve disputes is/are available.
- 56.9 OWNERSHIP OF MAPLE TREES.** The recipient of any tree or trees of these programs is given ownership of these trees. They are not the property of the Village of Vermontville. Therefore, any damage caused by the trees, at any time, shall be the responsibility of the recipient of the tree.
- 56.10 ORDER OF TREE PLANTING.** Trees will be transplanted when it is deemed suitable to do so. Recipients of trees will be grouped into similar sign-up times, such as spring or fall. Individuals who wish to participate and sign up for this program will be grouped so that they receive their trees at the time of year the trees are being planted. The supervisor of the Department of Public Works may set up planting schedules so that recipients on one block,

street, or section of the Village of Vermontville are planted as a group. It must be realized that it is more feasible to plant maple trees on the adjoining properties of recipients, even though someone else may have signed before a requesting adjoining landowner. But, requesting individuals in the same group will be planted before any prior group of requesting individuals. The Village of Vermontville cannot foresee any emergencies that may arise in the future, therefore, the planting schedule or day of the actual planting of the tree may be altered. The supervisor of the Department of Public Works, the President of the Vermontville Village Council, or the council itself may delay the tree planting program to attend to emergencies. A recipient of a tree or trees may have the date of tree planting rescheduled, and the aforementioned person or persons may cause it to be rescheduled. This is a right of the Village of Vermontville. The time of planting of trees is construed to be the normal weekday hours of the Department of Public Works, Monday through Friday, 7:00 am to 3:30 p.m. The Department of Public Works may decide it appropriate to work with volunteers later hours, or by order of the Council to work later hours; however, it is to be anticipated that there will be no weekend hours spent on this Chapter. If an individual requests to have a tree planted on the weekend and the Village Council agrees, and the Village employees agree, the costs of labor of the employees shall be borne by the recipient(s). These costs are to be paid in full within two (2) weeks or they will be added as a lien on the recipient's property tax rolls.

- 56.11 OWNERSHIP OF RECIPIENT'S PROPERTY.** Recipient of maple trees of this program is to be by agreement with landowners only. This includes land contract holders, mortgaged properties, and deed holders. Trees may be planted upon rental properties only when the landlord or owner signs an agreement to allow tree planting on the property.
- 56.12 TREE PRESERVATION.** This Chapter, by allowing for maple trees suitable for tapping, can be responsible for the assurance of future residents and generations this tree, which is rich in the history of this village. However, diseases and pests may attack these trees. If such a disease or pest attacks these trees of this program or trees of the maple species already standing, the Village of Vermontville will attempt to aid landowners in saving these trees by consulting with forestry specialists in finding treatment or aiding trees. The costs of such treatments are the landowners' responsibility.
- 56.13 MAPLE TREE TAPPING.** A recipient of trees, by participating in this program, agrees to allow the tree to be tapped for sap for the production of maple syrup by the donor, the donor's representative, or by representatives of the maple syrup corporation. This applies to all succeeding landowners of the property upon which maple trees of this Chapter are planted.
- 56.14 SIGNED AGREEMENT.** All individuals participating in this program shall sign an agreement stating that:
- A. The recipient(s) receive a copy of this Chapter.
 - B. That the recipient(s) read and understand this Chapter.
 - C. A copy of agreement to participate in this program remains on file in the Village of Vermontville office.

- D. Upon doing the above, the participant be placed upon a master list to be kept in the village office.