

**FOREST CONSERVATION
SHORT TERM MAINTENANCE AGREEMENT**

This Forest Conservation Short Term Maintenance Agreement, hereinafter referred to as "Agreement" is entered into this _____ day of _____, year 20__ by and between _____, hereinafter "Owner", and the Town of Emmitsburg, a municipal corporation of the State of Maryland, hereinafter "Town", and is entered into and made pursuant to Town Code Section 16.48.090.B.4. ("Town Code").

This Agreement constitutes the two-year maintenance and management plan specified by Town Code for _____ acres of reforestation/afforestation and forest retention areas at the _____ project as referenced in the Final Forest Conservation Plan, Town file number _____, approved on _____, hereinafter referred to as "the Plan."

The Owner agrees to conduct reforestation and/or afforestation of the property in accordance with the Final Forest Conservation Plan. The forestation shall be planted by _____ (*Owner/Agent name*), in accordance with the final specification of the approved Plan. If the party responsible for the forestation is not identified in this Agreement, the Owner agrees to notify the Town in writing of the identity of the responsible party prior to beginning construction.

The Owner/Agent intends to construct (*describe in detail the forest conservation areas, i.e. upland acres or wetland acres or both*)

The Owner/Agent who is named responsible for planting shall be the responsible party for tree care. The Owner/Agent shall be responsible for maintenance of protective fencing during construction, maintenance of signage, and the implementation of provisions of this Agreement. This Agreement will continue for a period of two (2) years or two (2) growing seasons after planting, whichever is greater.

The Owner/Agent shall maintain and manage the forest plantings in accordance with the approved Plan. This may include:

- Reinforcement of plantings;
- Watering, fertilizing, controlling competing vegetation, and protecting plants from disease, pest and mechanical injury during the initial planting and maintenance;
- Removal of protection fencing, signage and tree protection shelters prior to release of guarantee.

Prior to project construction, edges of protected forest areas shall be identified in the field and clearly delineated with a four (4) foot high turkey wire mesh fence or a material acceptable to the Town. Six-foot anchor posts shall be driven two (2) feet into the earth on eight (8) foot spacing. This fencing shall be placed outside the critical root zones of the tree line. In addition, protective signs for specimen trees and/or forest areas shall be installed prior to construction. Locations for the protective fence and signs are shown on the Final Forest Conservation Plan. The protective devices shall remain in place for the duration of the two-year maintenance agreement period or until final stabilization of adjacent soil is completed, whichever is longer.

Owner shall maintain access to all such areas of the afforestation or reforestation areas by way of covenants placed on the property, deed restrictions and/or easements. The Town shall be provided with reasonable access to the areas of afforestation or reforestation for the purpose of inspection or for purposes of maintenance should the Owner/Agent default.

The Owner shall monitor the afforestation/reforestation sites for the two years and shall replace any dead plantings to a minimum standard of 65 percent, so as to ensure compliance with survival requirements stated in the Plan.

The Owner is solely responsible for the required survival rate of the plantings prior to release of posted guarantee.

The Owner agrees to indemnify, defend and hold the Town harmless from and against any and all claims, actions, damages, liability, and expense of any nature, including reasonable attorney's fees and the Town's cost of defense, in connection with the loss of life, personal injury and/or damage to or loss of property that arises from the performance of the construction and maintenance of the owners, agents, employees, or other involved persons in, on or about, or impacting on, the forest conservation areas, i.e. easements, open space, park land, or dedicated property, leased or licensed to or owned or occupied by the Town.

SURETY

The Owner shall provide financial security as required in Town Code Section 16.48.180 in a form acceptable to the Town in the amount of \$ _____, estimated to cover the cost of plantings and installation and maintenance for two years/two growing seasons. The security must be posted prior to or coincide with approval of associated improvement plans.

If after the second growing season, the Town determines the survival requirements have been met and this Agreement has been followed in good faith by the Owner, the surety shall be released upon final inspection and approval of the planted areas by the Town.

Before signing of this document, the Owner shall provide verification of a legal permanent protection mechanism approved by the Town for all forestation areas in the form of a Long-Term Protective Agreement.

Reviewed for Technical Sufficiency:

By: _____
Cathy Willets, Town Manager

Reviewed for Legal Sufficiency:

By: _____
Leslie A. Powell, Town Counsel

Reviewed for Financial Sufficiency:

By: _____
Madeline Shaw, Town Clerk

ATTEST:

MAYOR, TOWN OF EMMITSBURG

By: _____
Cathy Willets, Town Manager

By: _____
Donald N. Briggs, Mayor

ATTEST:

BY: _____ *(Owner/Agent)*

Witness

(Signature)

(Name)

(Address)