

- 3.1. The Town of Niverville (The Town) will implement best efforts to ensure that the Memorial Forest and each Memorial Tree is properly maintained, and each tree is planted where it will thrive. However, the Town cannot guarantee trees against acts of vandalism, damage, or failure as a result of environmental stresses or conditions which may impact negatively on the health of a Memorial Tree. The Town reserves the right to make the final decision on the location of any tree.
- 3.2. Following the purchase of a Memorial Tree, a three (3) year warranty period from the date of planting of the tree, shall apply. During this warranty period, the Memorial Tree shall be replaced two (2) times if it is unsuccessful in surviving. At the discretion of the Town (with input from the purchaser), each replacement may be of the same or different tree species from the list of species approved by The Town and may be planted at an alternate location within the Forest, and the existing plaque will be moved accordingly. If the Memorial Tree is unsuccessful in surviving following these two (2) replacements, the purchaser may choose to purchase a tree at their expense of the same or different tree species from the approved list and may be planted at an alternate location within the Forest, and the existing plaque will be moved accordingly.
4. **Plaque Names and Wording**

Dedication plaques are only permitted for persons/animals who are now deceased. Names of persons who have been proven to have been involved in criminal activity shall not be permitted. The wording on plaques shall at all times be subject to the approval of the Recreation Manager or designate. In general, wording will not be permitted if it:

 - Would bring the image of the Town in disrepute;
 - Mentions tobacco, alcohol or controlled substances;
 - Indicates political affiliation;
 - Would be considered discriminatory, derogatory or offensive according to race, gender, ethnicity, sexual orientation, religion or similar factors; and
 - Represents a proprietary brand.
5. **Policy Limitation**
 - 5.1. Nothing in this policy shall limit the ability of any individual, organization or corporation to make a monetary donation to the Town for the purpose of the provision of trees to be utilized at the Town's discretion or to be held in reserve for future replacement of trees.
6. **Maintenance**

All items installed under this policy become the property of the Town of Niverville. It shall be the responsibility of the Town to maintain the facilities supplied under this policy.
7. **Responsibilities**
 - 7.1. The Manager of the Recreation Department or designate shall:
 - approve the precise location for the installation of trees.
 - oversee the supply, delivery and installation of the items including the scheduling of same.
 - 7.2. The Manager of the Recreation Department or designate shall oversee the application process. Applications may be made online on the Town's web portal. The Manager shall also maintain the fee schedule, as well as a record of trees purchased and their locations (which would be confirmed by Recreation Department). Fees are approved annually by Council.
 - 7.3. The Manager of the Recreation Department or designate will work with Communities in Bloom to coordinate the planting day as well as the annual dedication service.
8. **Reporting to Council**
 - 8.1. Staff may report to Council from time to time and seek direction on matters related to this policy involving:
 - Policy updates;
 - Fees;
 - Resolution of disputes;
 - Financial implications; and
 - Other matters as deemed appropriate.

Schedule “A”

