



APPLICATION FORM

SPRING-2017

EAST LYME PUBLIC TRUST FOUNDATION, INC.

THE PROMISE OF TOMORROW'S TREES- A COMMEMORATIVE TREE PROGRAM

The East Lyme Public Trust Foundation Inc., in cooperation with the East Lyme Parks and Recreation Department, is offering sponsors an opportunity to support the Niantic Bay Boardwalk and other town projects of the Trust by participating in **THE PROMISE OF TOMORROW'S TREES**, a Commemorative Tree Program in East Lyme.

These trees will be placed in public spaces in East Lyme as described on page 3. For a \$600 contribution, a person can donate a chosen tree to the Parks and Recreation Department subject to the terms and conditions contained on Pages 3-4 of this application. A limited number of 25 trees will be available in Phase I for the plantings which will be in 2015 in the fall and spring.

If you have any questions please call Carol Marelli at 860-739-2688 or camarelli@sbcglobal.net

On line: www.publictrustfoundation.org

Please make checks payable to:
East Lyme Public Trust Foundation, Inc.

Please mail the completed **page 2** of the form and your check to:

Carol Marelli
36 Smith Ave.
Niantic, CT 06357

COMMEMORATIVE TREE PLANTING POLICIES

- Trees will cost \$600, which will include the tree, planting, plaque, base, and water bag.
- Trees will be a minimum of two inches in caliper.
- Planting will only take place in the spring, April & May, and the fall, September and October.
- The Plaque and base will be installed at approx. the time of planting.
- Plaque size is 8"x4". They will be mounted on concrete bases.
- The Town of East Lyme will do all planting.
- The East Lyme Public Trust Foundation, Inc. is a not-for-profit corporation; your donation is tax deductible.
- The following is a list of trees and locations that are acceptable for planting:

TREE LOCATION	SPECIES RECOMMENDED
<u>TOWN PARKS</u>	
I. CINI PARK (4)	A. SYCAMORE
II. MCCOOK POINT PARK- A. Phase I-sold out B. Phase II-CLIFF WALK-Sold out C. PHASE III- Cherry Tree Lane (5)	A. VARIOUS TREES-sold out B. PRINCESS DOG WOOD –sold out C. KWANZA CHERRY
III. BRIDEBROOK PARK (4)	A. SUGAR MAPLE
<u>HISTORIC LOCATIONS</u>	
I. SMITH-HARRIS HOUSE (3)	A. APPLE B. SUGAR MAPLE
II. SAMUEL SMITH HOUSE (4)	C. APPLE D. SUGAR MAPLE

<u>TOWN BUILDINGS</u>		
I.	EAST LYME LIBRARY INNER COURTYARD (1)	A. Sycamore
II.	EAST LYME TOWN HALL (1)	A. Sycamore

NIANTIC BAY OVERLOOK COMMEMORATIVE TREES APPLICATION AGREEMENT

To make a donation in order to sponsor a Commemorative Tree to support the maintenance of Niantic Bay Overlook, please read each of the terms and conditions listed below; accurately complete the Page 2 of this application and return it with your \$600.00 donation to the address listed on Page 1 of this agreement.

1. The East Lyme Department of Parks and Recreation reserves the right in its sole discretion to deny any application to sponsor a tree and return or refund any sponsorship fee. If this application is accepted, the East Lyme Department of Parks and Recreation will arrange for the inscription chosen on page 2 of this application to be placed at the base of the chosen tree. This application shall only be considered accepted and an agreement, if and when the tree is installed.

2. Any party or parties who apply to sponsor a tree are individually and collectively referred to in this agreement as a "Sponsor."

3. A Sponsor will be able to choose the main location of a tree but shall have no control over the placement of the tree within that location. The placement will be determined by the Town's Tree Warden and the Director of Parks.

4. The sponsor shall have no control over the date of installation.

5. The Sponsor will not have any right to require that the tree be maintained, repaired, replaced, removed or relocated. If a tree dies, the sponsor may elect, for an additional charge, to have it replaced, or, the sponsor may choose to receive the plaque.

6. The East Lyme Public Trust Foundation, Inc., its affiliates and/or assignees may photograph, tape, illustrate or film the tree with name(s) contained in the inscription on the plaque and use the same in any promotional, marketing, publicity or advertising materials, or in any other manner whatsoever, without the consent of, or payment of any compensation to, Sponsor, or any other individual or individuals whose name(s) are on the bench.

7. Sponsor may acquire no right under this agreement to use, and Sponsor shall not use, the name of the East Lyme Department of Parks and Recreation, the East Lyme Public Trust Foundation, Inc., or its affiliates, or any trademarks, fanciful characters or designs of the East Lyme Department of Parks and Recreation, the East Lyme Public Trust Foundation, Inc., or its affiliates, in any other manner whatsoever.

8. Neither this agreement nor the installation of the tree entitles Sponsor to: (a) any ownership interest in the plaque, tree, or land where the tree is planted, or any part thereof or (b) any right, title or interest in or to any real estate or other property.

9. The East Lyme Department of Parks and Recreation and/or East Lyme Public Trust Foundation, Inc. reserves the right in its sole discretion to change any or all of the agreement terms and conditions for future sponsors of trees.

10. If the Sponsor has included in the inscription on page 2, the names of an individual, or individuals who did not sign this agreement: (a) Sponsor warrants and represents that he or she is authorized to do so; (b) the Sponsor agrees that the Sponsor will be solely responsible for and will indemnify and hold the East Lyme Department of Parks and Recreation, East Lyme Public Trust Foundation Inc., its affiliates and assignees harmless against any claims or causes of action of any nature by or on behalf of said individual or individuals relating to the tree, including without limitation, the use of any name(s) on the tree plaque as permitted by paragraph 6 of this agreement; and (c) the Sponsor agrees that the plaque for the tree may be permanently removed in the sole discretion of the East Lyme Department of Parks and Recreation, its successors and assignees, if at any time an individual who did not sign this agreement requests to have his or her name removed from the bench, and that Sponsor shall not have any right to any refund or compensation, or any other right or remedy. Any individual or individuals who did not sign this agreement shall have no rights under this agreement and shall not be third party beneficiaries under this agreement.

11. This agreement constitutes the entire agreement between Sponsor and the East Lyme Public Trust Foundation, Inc., supersedes any prior representations regarding the Sponsor's sponsorship, may not be modified orally, and is governed by Connecticut law.

HARBINGERS OF SPRING- TREE PLANTING TIME IN EAST LYME

In the middle of February, we long to see that first robin at McCook Park, the first pussy willow bud at the inner harbor walkway to Cini Park, and the first crocus peeking from the snow at the gardens at the Hole-in-the-Wall. Now, you can join those signs of spring.

The East Lyme Public Trust Foundation in co-operation with the East Lyme Parks and Recreation Department is again pleased to offer THE PROMISE of TOMORROW'S TREES-a project to raise funds for the support of the Niantic Bay Boardwalk and other projects of the Trust. This commemorative tree program makes available to the public, trees to be placed in public spaces in East Lyme.

In 2015, 8 trees were sponsored at McCook Park and have sold out. In 2016, 5 dog-wood trees were sponsored at the Cliff Walk to McCook Point and have sold out. In 2017, we are offering Phase III- a walkway of trees along the chain-link fence at McCook Park on Columbus Ave-Cherry Tree Lane. The trees, which will be located between the side gate and the railroad tracks, will be Kwanza Cherry Trees, a flowering, low growing species. Don't miss your chance to become part of beautifying this new location.

However, McCook Park is not the only public space where people can choose to plant trees. If you are a former athlete, parent, or grandparent, perhaps, you will wish to commemorate the many games you participated in or viewed at Bridebrook Park. If you have always entered the Boardwalk at Cini Park, perhaps, you will want to commemorate the pleasure of a walk by the Bay with a tree located in the Park. Members of the Smith-Harris House and the Samuel Smith House can commemorate the many volunteer hours they have spent at these historical homes with a tree on the grounds. Book lovers can commemorate the satisfaction they have received from the many services of the Library by planting a tree at the Library Courtyard, and employees and citizens of the town can choose a commemorative tree at Town Hall.

A contribution of \$600 for a tree will cover the cost of the tree, planting, an 8"x4" plaque, a base, and a water bag to assist in the stabilization of the tree. Planting will take place this spring-2017. Since the East Lyme Public Trust Foundation is a non-profit 401c, contributions are tax deductible.

June Hoyer is the chairperson for the project in partnership with Dave Putnam, the Director of Parks and Recreation. Her committee includes Carol Marelli and Bill Rinowski-administration, and Pat and Jack Lewis, who assist in Publicity.

Application forms will be available at: East Lyme Town Hall-Town Clerk's Office, East Lyme Parks and Rec., East Lyme Library, and the E.L. Book Barn. They also can be found on the Trust web-site: www.publictrustfoundation.org

Become a harbinger of spring and support THE PROMISE of TOMORROW'S TREES.

Spring-2017-Trees for Tomorrow