

RELEASE AND INDEMNIFICATION AGREEMENT

THIS RELEASE AND INDEMNIFICATION AGREEMENT, entered into this ____ day of _____, 2021, by and between the Borough of Stroudsburg, a Pennsylvania Municipality created by the Pennsylvania Constitution with offices located 700 Sarah Street, Stroudsburg, Pa 18360 (hereafter “Borough”) and _____, an adult individual of _____, Stroudsburg, PA, 18360 (hereafter “_____”).

BACKGROUND

WHEREAS _____ owns real estate in the borough of Stroudsburg at _____;

WHEREAS the roots of a public tree located adjacent to the above address has root growth that is causing sidewalks to buckle;

WHEREAS the Stroudsburg Borough Code, Chapters, 25-112 & 25-118, prohibit any person or private property owner to prune, trim or remove any public tree in a public place;

WHEREAS the Stroudsburg Borough Code, Chapter 21-258, states that property owners are responsible for maintaining sidewalks;

WHEREAS in order for the Borough to alleviate the problem, _____ agrees to lift or remove portions of the sidewalk on said property that allows access to the root system of the public tree;

WHEREAS Stroudsburg Borough authorizes the Borough Arborist, with assistance from Public Works staff, to prune the roots of the public tree on _____’s property, subject to an acceptable agreement and waiver and release in favor of the Borough.

NOWTHEN, intending to be mutually bound, the parties agree as follows:

1. The Borough agrees to the Borough Arborist trimming the roots of the public tree located at _____.

2. _____ agrees to lift, or remove, sidewalks to allow Borough Arborist and Public Works staff to access the roots of the public tree.
3. This work shall take place as soon as practicable by the Borough Arborist and Stroudsburg Borough Public Works staff.
4. As additional consideration for this Agreement, _____ agrees to release the Borough from any liability and indemnify and hold the Borough harmless for any damages, claims, causes of action, negligence of any kind associated with or resulting from the trimming of the public tree's roots.
5. This agreement shall bind the parties, their respective heirs, successors, administrators and assigns.

 Witness

 Name

Attest

Borough of Stroudsburg

 Lawrence Kopp, Borough Manager/Secretary

By _____
 Anthony Lanfrank, Council President