

**TOWN OF WESTON COMMUNITY PRESERVATION COMMITTEE**  
**Project Submission Form – FY22**  
**Summary Form**

**Submission Date:** January 12, 2021

**Project Name:** Historic Tree Preservation

**Project Address:** Case Estates

**Brief Project Description:** Structural pruning, invasive removal and cabling of two legacy trees in the Case Estates.

**Contact Person:** Lori Hess

**Contact Title:** Chair, Tree Advisory Group

**Contact Phone #:** 857-636-9940

**Contact Email Address:** lhess456@gmail.com

**Contact Mailing Address:** 217 Westerly Road, Weston MA 02493

**Sponsoring Organization (e.g., Conservation Commission):** Conservation Commission and Tree Advisory Group

**Eligibility - Only activities designated in “Yes” boxes, below, are eligible uses of CPA Funds. Please mark the box, or boxes, that apply:**

	Open Space	Historic Resources	Recreational Land	Community Housing
<b>Acquire</b>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
<b>Create</b>	<input checked="" type="checkbox"/> Yes	No	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
<b>Preserve</b>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
<b>Support</b>	No	No	No	<input checked="" type="checkbox"/> Yes
<b>Rehabilitate and/or Restore</b>	<input checked="" type="checkbox"/> Yes, if acquired or created with CPA funds	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes, if acquired or created with CPA funds
<b>Administrative Fund Request</b>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes

**Projected Cost (Please add information for additional fiscal years as necessary):**

Fiscal Year	Total Project Cost	CPC Funds Requested	Other Funding Sources (amount and source)
2021 [prior yr(s).]			
2022	\$3,215	\$3,215	
2023			

2024			
<b>Total:</b>	\$3,215		
<b>TOWN OF WESTON COMMUNITY PRESERVATION COMMITTEE</b> <b>Project Submission Form – FY22</b> <b>Application</b>			

Please address the following questions/categories using additional sheets as necessary.

- Goals/Community Need:** What are the goals of the proposed project? Who will benefit and why? Does the project address needs identified in existing Town plans?

The goal of this project is to improve and preserve two historic trees at the Case Estates. These trees are legacy orchard trees descended from the time when the Case Estates was a functioning orchard: 1) a Heritage Butternut Tree and 2) a Persimmon tree. Both tree types are unusual in Weston. However, the Butternut tree is of particular note. While the Butternut Tree, also known as White Walnut, was a fixture in North Eastern towns, an invasive fungus has infected almost the entire native population east of the Mississippi and the tree has all but disappeared from the local landscape. Fortunately, the specimen at Case Estates has survived the fungus. It is in immediate need of pruning to improve structure and cabling to improve its performance during storm events. The Persimmon tree, with a location adjacent to the Butternut, has recently suffered major storm damage and requires pruning to mitigate further deterioration.

It will benefit the town by enhancing open space by preserving examples of Weston's agricultural history.

- Project Timeline:** Describe project milestones and when they will be completed.

This work can be immediately scheduled and completed upon the awarding of funds.

- Community and Municipal Support:** Describe the nature and level of support for and/or opposition to this project. Additionally, *all applicants must submit the attached acknowledgement executed by the Town Manager.*

Michele Grzenda and Emily Schadler, from the Conservation Commission are both enthusiastic in their support of this work. The Tree Advisory Group also unanimously supports this project.

- Budget:** Provide a line item budget and an explanation of how the budget was prepared. Include back up documentation including any proposals for services, professional cost estimates, etc. For community housing development projects, provide a phased sources and uses of funds.

Tree Specialists, Inc., a tree firm that specializes in heritage tree restoration, has provided an estimate to prune and cable the trees. There is no other service or fee required for the work.

- Other Funding Sources:** In addition to CPA Funds, what other funding sources are available, committed, or under consideration? Include commitment letters, and describe any other attempts to secure public or private funding for this project.

6. **Implementation:** Identify the person/persons responsible for project implementation and describe his/her/their relevant experience.

**Tree Specialists, Inc would do the work. They have over 35 years of experience dedicated to improving the health of local trees. Lori Hess, from the Tree Advisory Group, work ensure that the work is completed.**

7. **Comparable Projects:** List and describe any comparable projects. N/A

8. **Operations/Maintenance:** If the project is revenue generating, provide a 5 year operating budget. If the project will not generate revenue but ongoing maintenance will be required, provide a 5 year budget with funding sources identified. (CPA funds cannot be used for maintenance). Identify the person(s)/entity responsible for operations/maintenance.

9. **Multiple Projects:** Sponsors with multiple proposals should prioritize them here.

10. **Provide Supporting Documentation as Applicable:**

- a. **Evidence of Site Control (e.g., purchase and sale agreement);**
- b. **Feasibility Studies;**
- c. **Appraisal;**
- d. **Letters of Support;**
- e. **Maps;**
- f. **Statistics; and**
- g. **Other Relevant Information.**

TOWN OF WESTON  
Community Preservation Committee, P. O. Box 378, Weston, MA 02493

ACKNOWLEDGEMENT OF CONSULTATION WITH THE TOWN  
MANAGER AND OTHER RELEVANT GROUPS

Please indicate the date(s) of each consultation with Town boards, committees, and/or departments undertaken at the Town Manager's direction:

<u>Board/Committee/Department</u>	<u>Date(s) of Consultation</u>
1) Conservation Commission	12/8/20, 1/12/21

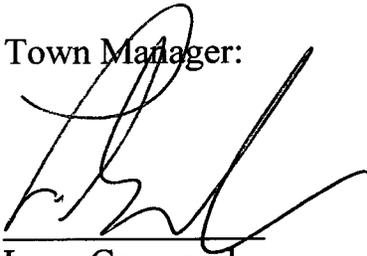
2)

3)

4)

5)

Town Manager:

A handwritten signature in black ink, appearing to read 'L. Gaumond', written over a horizontal line.

Leon Gaumond

Date: 1/14/2021

Michele Grzenda

Conservation Commission

January 12, 2021

Re: Support for Case Estates Tree Preservation work.

To Whom it May Concern,

I am writing in support of the Tree Preservation project proposed at the Case Estates. The work will help improve the health and longevity of the Heritage Butternut Tree as well as the Persimmon Tree. The work will benefit the community by preserving examples of Weston's agricultural history.

Sincerely,

Michele Grzenda

Conservation Commission Administrator

# WESTON CONSERVATION DEPARTMENT

P.O. BOX 378  
WESTON, MA 02493  
TELEPHONE: 781-786-5068  
CONSERVATION@WESTONMA.GOV

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## MEMORANDUM

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**TO:** COMMUNITY PRESERVATION COMMITTEE  
**FROM:** MICHELE GRZENDA, WESTON CONSERVATION ADMINISTRATOR  
**SUBJECT:** SUPPORT FOR CASE ESTATES TREE PRESERVATION WORK  
**DATE:** JANUARY 12, 2021

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I am writing in support of the Tree Preservation project proposed at the Case Estates. The work will help improve the health and longevity of the Heritage Butternut Tree as well as the Persimmon Tree. The work will benefit the community by preserving examples of Weston's agricultural history.

Both of these special trees were identified in the recently published Ecological Management Plan for the Case Estates:

*The butternut in question is growing along the stone retaining wall near the incinerator in Hillcrest Corridor North. Butternuts were once common throughout the eastern United States and provided an important food sources for wildlife and people. The species was devastated by the butternut canker starting in the early 20th century, so butternuts are no longer a common feature on our landscape. There is no treatment for butternut canker. Totally free-standing butternuts seem to withstand the canker better than ones in dense stands, which may be why this particular butternut has survived thus far.*

*The persimmon is located in Hillcrest Corridor North in the field behind the incinerator. A visitor to the Case Estates reports that it has fruited in recent years in late fall.*

The Case Estates is a 62.5-acre open space property located on both sides of Wellesley Street and adjacent to the Case Campus. The landscape features forests, fields, wetlands, and remnants of horticultural gardens. In addition to these wonderful natural resources, many residents enjoy the Case Estates for its newly established accessible trail system. Although much of the day to day management of the Case Estates property falls on the Conservation Commission, we look forward to working closely with committees like the Tree Advisory Group to help care for this treasured open space.



# Tree Specialists, Inc.

Conservation | Preservation | Restoration

140 Washington Street • Holliston, MA 01746  
(508) 429-8733 • Fax: (508) 429-7991  
www.treespecialists.com

# PROPOSAL

Date: 12/28/2020

Lori Hess  
217 Westerly Road  
Weston, MA 02493

**Work Site:** Case Estates  
135 Wellesley St  
Weston, MA 02493

Job Name: Hess 20201222

Bid Date: 12/22/2020

Salesperson: David Ropes

Cell: 857-636-9940

email: lhess456@gmail.com

Work is being done in accordance with ANSI A300 Standards

Yes	No	#	Item	Description	Cost
<input type="checkbox"/>	<input type="checkbox"/>	1	Misc trees	Prune <b>Large Butternut in field:</b> - crown clean to remove dead/dying/structurally unsound limbs (2"dia and larger) - reduce heavy ended branches to decrease likelihood of limb shedding in storms - install (2) cable for supplemental support of weak branch attachments - cut back any invasive woody plants establishing under tree - treat cut ends with herbicide to discourage re-sprouting  <b>Large Hardy Persimmon tree nearby with large break in top:</b> - prune out broken top - crown clean to remove dead/dying/structurally unsound limbs (2"dia and larger) - reduce heavy ended branches to decrease likelihood of limb shedding in storms  NOTE: Work requires access to field with equipment - track driven aerial lift device and dump truck/chipper combo	\$3,215

<b>Subtotal:</b>	<b>\$3,215</b>
<b>Tax:</b>	<b>\$0</b>
<b>Total:</b>	<b>\$3,215</b>

\_\_\_\_\_  
**Signature of representative**

\_\_\_\_\_  
**Date**

Please sign, date and return ORIGINAL COPY. Any change in the above work order must be done with a Change Order and signed by the client. The unpaid balance is due and payable upon completion of our work. Prices are subject to change if the original job conditions change or if this form is not signed and returned in 90 days. By signing this proposal I also accept the following "Terms and Conditions."



# Tree Specialists, Inc.

Conservation | Preservation | Restoration

## TERMS AND CONDITIONS

### Plant Health Care (PHC):

We will do the best we can to reduce foliage damage, but we cannot control wind or rain delays that could prevent timely treatments. The sprays we use don't wash off if it rains just after being applied because of a special sticking agent.

### Performance of Contractor:

All work will be done in accordance with the currently accepted Standards as published by the Tree Care Industry Association and the International Society of Arboriculture and the ANSI A300 standards. Tree Specialists, Inc. agrees to do its best to meet performance dates, but shall not be liable for damages or otherwise for delays due to inclement weather, subcontractor problems, equipment failure or any other causes beyond its control; nor shall the client contract be void.

### Insurance of Contractor:

Work crews will arrive at the job site unannounced unless otherwise noted herein. Tree Specialists, Inc. shall attempt to meet all performance dates, but shall not be liable for damages due to delays or inclement weather or other causes beyond its control. The customer shall not be relieved of his responsibility because of delays. Tree Specialists, Inc. warrants that it is presently insured for liability resulting from injury to persons or property and those employees are covered by Workers' Compensation Insurance. Certificates are gladly available upon request.

### Inherent Hazards and Risks:

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Tree Specialists, Inc. are intended to minimize risk that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of a tree. Our recommendations should reduce the risk of tree failure, but they cannot eliminate such risk, especially in the event of a storm or any other act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. While a detailed inspection and evaluation should and normally does result in the detection of potentially hazardous conditions, there can be no guarantee or certainty that all hazardous conditions will be detected.

### Tree Support Systems:

The techniques and hardware used by Tree Specialists, Inc. are practices approved and recommended by the Tree Care Industry Association to provide supplemental support to structurally weak tree limbs or trunks. This practice is helpful in prolonging the lives of certain trees. It is a procedure used as a potential prevention and is not proposed as a guarantee or cure. Therefore, Tree Specialists, Inc. cannot guarantee that limb, trunk or hardware failure will never occur and cannot assume liability for any damage caused by a failure in the hardware or the tree being supported. The Tree Care Industry Association Standards require a periodic inspection of the tree and hardware in order to assure effectiveness. The inspection will enable Tree Specialists, Inc. to determine if any adjustments or replacement installations must be made. If adjustments or replacements must be made (due to the growth of the tree, degradation of hardware, etc.), there will be an additional cost for the services.

### Lightning Protection Systems:

The techniques and hardware used by Tree Specialists, Inc. are practices approved and recommended by the Tree Care Industry Association to help minimize damage to houses and trees as a result of a lightning strike. Although this practice is helpful in protecting some trees and homes, it is a procedure used as a potential prevention and is not proposed as a guarantee or cure. Therefore, Tree Specialists, Inc. cannot guarantee that lightning damage will never occur and cannot assume liability for any damage caused by a lightning strike to the tree with a lightning protection system. The Tree Care Industry Association Standards require a periodic inspection of the tree and the lightning protection system in order to assure effectiveness. The inspection will enable Tree Specialists, Inc. to determine if any adjustments or replacement installations must be made. If adjustments or replacements must be made (due to the growth of the tree, degradation of hardware, etc.), there will be an additional cost for the services.

### Stump Grinding:

Unless specifically included in the contract, stump grinding is not included. Stumps will be cut within 12" to the soil grade when possible without compromising equipment or worker safety. When grinding is done, it is usually only ten inches below grade depending on site needs and includes the core stump, not roots.

### Disclosures and Concealed Contingencies:

Client shall disclose all potential hazards or defects in property including subsurface conditions, septic systems, old wells, underground utilities and concrete or other foreign materials in trees or landscape plants, power line identification or any other conditions not apparent in estimating the work specified. Any additional work required to complete the job due to undisclosed conditions shall be paid for by the client on a time and materials basis.

### Tree Ownership:

The client warrants that all trees and landscape plants included in this contract are located on his or her property, and if not, that he or she has obtained permission from the owner to allow Tree Specialists, Inc. to perform the prescribed work. Should any plant be mistakenly identified as to ownership, client agrees to indemnify and hold harmless Tree Specialists, Inc. for any damages or costs incurred as a result, including any and all attorney's fees Tree Specialists, Inc. may incur as a result of any claims, judgments or actions brought by any third party.

### Client Responsibility:

Client shall provide free access to work areas for Tree Specialists, Inc. employees and vehicles and agrees to keep driveways clear and available for movement and parking of required trucks and equipment during normal work hours. Tree Specialists, Inc. employees are not expected to keep gates closed for animals or children. Client agrees to have the work site free of vehicles, equipment, household items, animals, obstructions or other hazards. Client agrees to keep all individuals including children away from the work area. When necessary, client agrees to notify neighbors of the work to be performed. If client fails to perform these responsibilities, Tree Specialists, Inc. may at the discretion of its employees cease operation and remove themselves and equipment from the area at an extra charge.

### Terms of Payment for General Tree Work:

A 50% deposit is required to commence services. The remaining balance is due and payable upon completion of the work and is considered past due 15 days after completion of work unless otherwise agreed to in writing in advance. In the event of nonpayment, client agrees to pay a 17.9% annual interest charge as well as all collection costs incurred including attorney fees. There will be a \$25 charge for checks returned by client's financial institution for any reason.

### Terms of Payment for PHC:

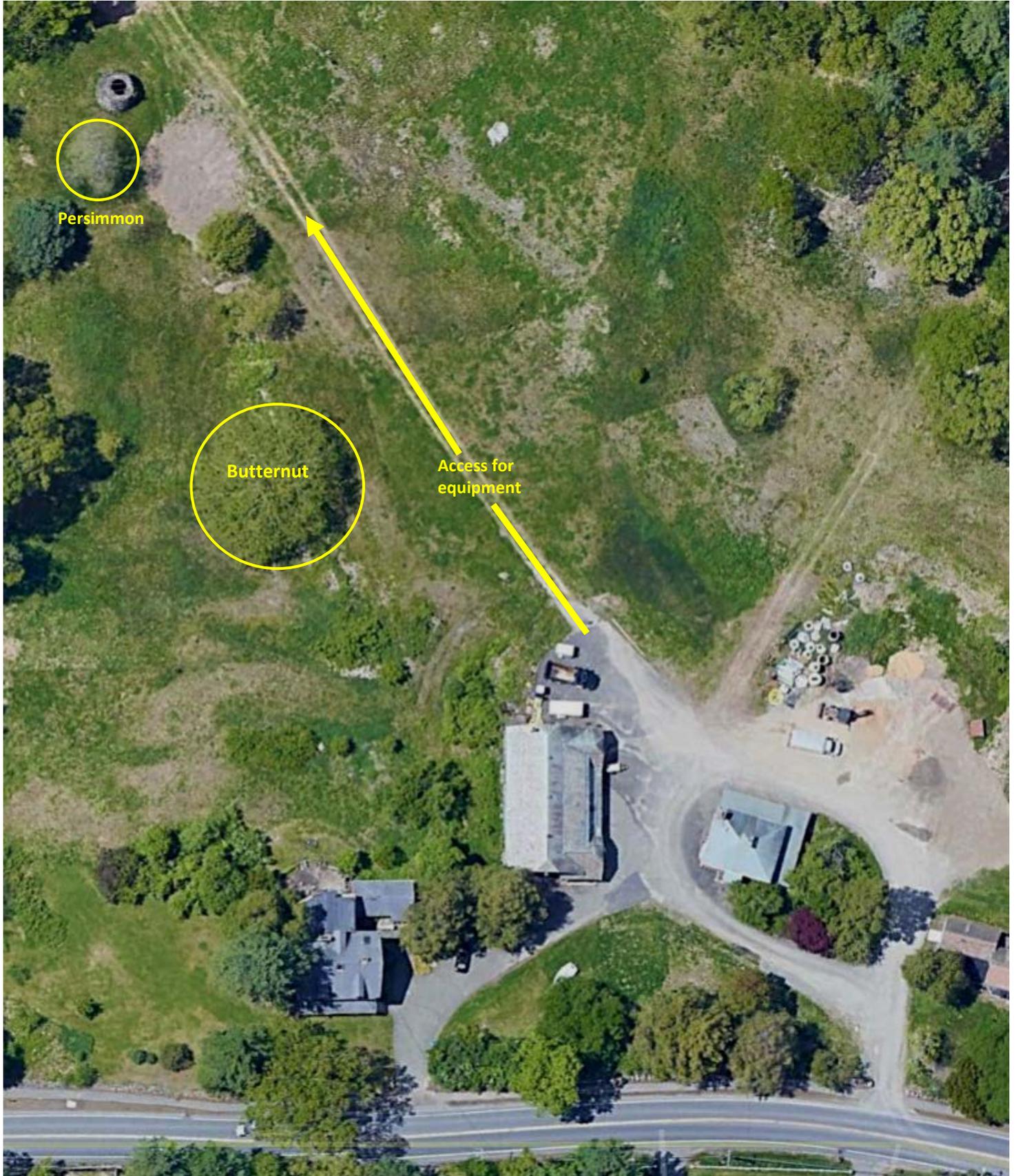
A \$50 per service deposit is required to activate your PHC service(s). If the service is not needed upon inspection of the plants, the deposit will be kept as a monitoring fee with no other charges applied to your account.

### Cancellation Charge:

A \$50 handling charge will be assessed to the client for cancellation of this contractual agreement.

### Disputes:

Both parties agree that any and all disputes arising out of this contract will be subject to the rules of binding arbitration as prescribed by the American Arbitration Association. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration with a private arbitration company to be selected by the parties. If the parties cannot agree on an arbitrator, then either party may petition the Middlesex County Superior Court pursuant to Massachusetts General Laws Chapter 251 to have an arbitrator appointed by the court. The costs of the arbitrator shall be divided equally. Judgment by the arbitrator is final and any award rendered by the arbitrator may be entered in any court having jurisdiction thereof for enforcement purposes.



Persimmon

Butternut

Access for  
equipment