

Proposal For

Steve & MaryAnn McMahon

22 Southgate Rd
Franklin, MA 02038

mobile: (774) 571-5402
smjcmahon@yahoo.com

Location

22 Southgate Rd
Franklin, MA 02038

Steve & MaryAnn McMahon Terms
Net 14

ACCEPT	TREE SPECIES	ITEM DESCRIPTION	QUANTITY	AMOUNT
✓	Acer rubrum	1) Tree Services:Tree Removal Included Red Maple - Takedown. Remove all wood, brush, and debris.	1	\$ 0.00
✓		2) Tree Services:Tree Removal Included Prune limbs damaged by fallen Red Maple	1	\$ 0.00
✓	Quercus velutina	3) Tree Services:Tree Pruning Included Black Oak - Crown Reduce to reduce encroachment on property	2	\$ 0.00
✓	Prunus serotina	4) Tree Services:Tree Pruning Included Black Cherry - Crown Thin	1	\$ 0.00
✓	Quercus rubra	5) Tree Services:Tree Pruning Included Red Oak - Crown Clean. Prune to remove dead, damaged, or diseased limbs 2" in diameter or greater.	1	\$ 0.00
<input type="checkbox"/>	Acer rubrum	6) Tree Services:Tree Removal Optional Red Maple - Takedown. Remove all wood, brush, and debris.	1	\$ 0.00
<input type="checkbox"/>	Pinus strobus	7) Tree Services:Tree Removal Optional 4 Eastern White Pines - Takedown. Remove all wood, brush, and debris.	1	\$ 0.00
<input type="checkbox"/>	Pinus strobus	8) Tree Services:Tree Removal Optional Eastern White Pine - Takedown. Remove all wood, brush, and debris.	1	\$ 0.00
<input type="checkbox"/>	Acer rubrum	9) Tree Services:Tree Pruning Optional Red Maple - Prune to raise over neighbors structure.	2	\$ 0.00
✓		10) Tree Services:Consulting Included Obtain proper permissions	1	\$ 0.00

Please use the checkbox to mark items as accepted.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

x

Date:

Please sign here to accept the terms and conditions

Mass Certified Arborist

Chris Chernosky

Office: [978-549-6582](tel:978-549-6582)

chrisc@ethicaltreeservices.com



ID	DESCRIPTION	COLOR
1	Red Maple - Removal	
2	Various species - prune	



3 2 Black Oaks - Prune



4 Black Cherry - Prune



5 Red Oak - Prune



6 Red Maple - Remove



7 4 White Pine - Removal



8 White Pine - Removal



9 Red Maple - Prune



Terms and Conditions

INHERENT HAZARDS AND RISK

Trees inherently pose a certain degree of hazard and risk from breakage, failure, or other causes and conditions. Recommendations made by Ethical Tree Services, LLC. are intended to minimize or reduce hazardous conditions associated with trees. However, there is no warranty, guarantee, or certainty that these efforts will prevent tree breakage or failure, especially during storms or acts of God. Some hazardous conditions may not be apparent and cannot be guaranteed to be detected during inspection and evaluation.

SCOPE OF WORK CHANGES

Revisions in work areas, scope, or materials are not included in the proposed price. Alterations or deviations from the signed agreement may involve extra costs and will be executed on written or verbal orders, resulting in additional charges over and above the estimate. Any changes to the original proposal may result in delays and/or increased costs.

PERFORMANCE BY Ethical Tree Services, LLC.

Work crews may arrive at the job site unannounced unless otherwise specified herein. Ethical Tree Services, LLC. will make every effort to meet performance dates but will not be liable for damages due to delays caused by inclement weather or other factors beyond its control. The customer's responsibilities remain in effect despite delays.

CANCELLATION POLICY

Signed agreements that are cancelled are subject to a 10% cancellation charge to cover coordination and estimation expenses.

WORKMANSHIP

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the work properly. Unless otherwise indicated herein, Ethical Tree Services, LLC. will remove wood, brush and debris incidental to the work performed.

INSURANCE

Ethical Tree Services, LLC. is insured for liability resulting from property damage and personal injury. All employees are covered by Workers Compensation Insurance.

OWNERSHIP

The customer warrants that all trees, plant material and property upon which the work is performed are either owned by him or her or that permission for the work has been obtained from the tree owner. Ethical Tree Services, LLC. is to be held harmless from all claims for damages resulting from the customer's failure to obtain this permission.

TERMS OF PAYMENT

Credit card payments will be assessed a 3% service fee in addition to the quoted price. All accounts are net payable upon receipt of an invoice. A service charge of 1.5% per month, equivalent to an annual percentage rate of 18%, will be added to accounts thirty days after the invoice date. If external assistance is required for collection, the customer is responsible for all associated costs, including attorney and court fees.

PERMITS

The customer shall bear the cost of all required permits or necessary police details unless agreed upon and stated in the quote/agreement.

PROPERTY LINES - RESTRICTIONS

The customer must identify property corners and assume responsibility for marker accuracy. The customer shall provide Ethical Tree Services, LLC. with any restrictions, easements, or rights of way prior to commencement.

ACCESS TO WORK

The customer shall provide open access to work areas for Ethical Tree Services, LLC., its employees, vehicles, and equipment. Driveways must be clear and available for movement and parking during normal working hours. Gates should not be expected to be kept closed for animals or children.

CONCEALED CONTINGENCIES

The customer agrees to pay Ethical Tree Services, LLC. on a time and materials basis for additional work required due to unforeseen conditions such as concrete, stinging insects, rocks, pipes, electrical lines, or other conditions not evident during the initial estimation. Advance notice will be provided if such conditions arise.

CONCEALED UTILITIES

Ethical Tree Services is not responsible for damage caused by unmarked private utilities (e.g., irrigation systems, septic systems, landscape lighting). Public utilities (e.g., electricity, water, gas) must be marked by dig safe before excavation work, which Ethical Tree Services will arrange.

PLANT HEALTH CARE APPLICATIONS

Ethical Tree Services, LLC. is responsible for the proper application of products used to manage tree, shrub, or plant issues. The customer acknowledges that unforeseen or abnormal reactions may occur from applications but agrees not to seek damages exceeding the contract agreement price.

PLANT WARRANTY

Effective from the date of installation, Ethical Tree Services offers a comprehensive plant warranty for a duration of one year. This warranty is designed to ensure the vitality and health of your newly installed trees and shrubs. In the event of any qualifying issues arising within the warranty period, the client shall be responsible for labor costs associated with replacement. However, Ethical Tree Services is committed to covering the cost of replacement trees or shrubs. This warranty expressly excludes perennials. Perennials are not covered under this warranty. To be eligible for warranty coverage, the trees and shrubs must be selected and planted in accordance with Zone 6 hardiness guidelines. Failure to adhere

to these guidelines may void the warranty. If watering instructions are not followed then the warranty is void.

CONTINUOUS SERVICE

Our Plant Health Care (PHC) services are provided as a continuous service. We will continue to perform applications that will help you manage the specified insect, disease, mite, cultural or soil chemistry issue we have diagnosed. The customer may cancel these services at any time up to the scheduled application date.

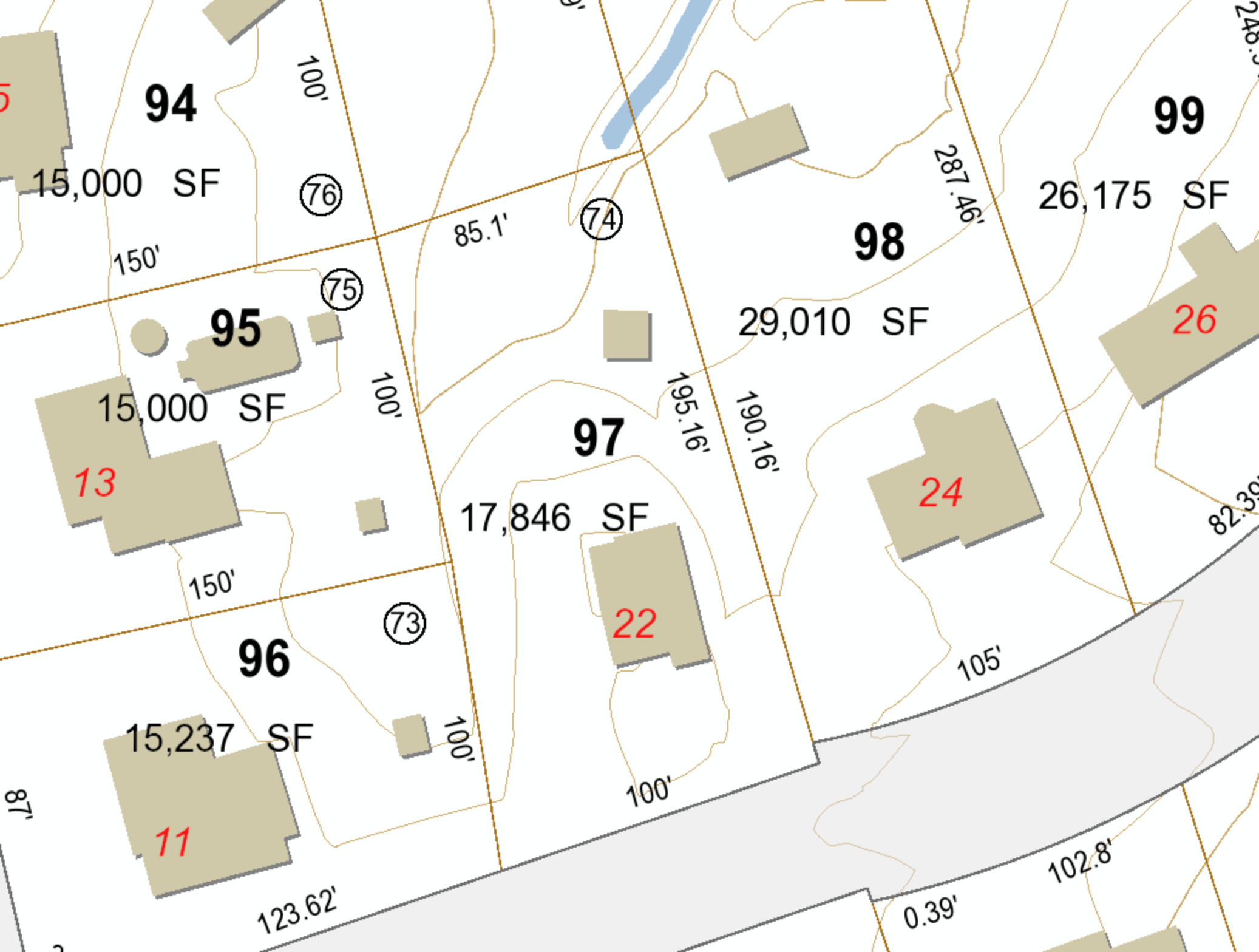
STUMPS

Stumps will be cut to near ground level, aiming to be as close to ground level maximum: approximately twelve (12") inches of ground level unless otherwise specified or concealed contingencies occur. Stump grinding is not included unless specified in the contract.

MISCELLANEOUS TERMS

- Our crew reserves the right to leave the property if they fear for their safety or the safety of pets due to unsupervised pets being outside.
- Homeowners are expected to pick up pet waste the day before service. There will be a \$200 fee applied for properties that have an excessive amount of excrement. Dog poop is a major vector for disease and illnesses that can be transmitted to our employees. We take this extremely seriously.
- By signing this agreement, you permit Ethical Tree Services to use photos of/on your property for marketing purposes.

By signing below, you acknowledge that you have read, understood, and agreed to these terms and conditions.



94

15,000 SF

100'

(76)

85.1'

(74)

99

26,175 SF

287.46'

98

29,010 SF

(75)

95

15,000 SF

100'

13

97

17,846 SF

195.16'

160.16'

26

150'

(73)

96

15,237 SF

100'

22

100'

105'

82.39'

11

123.62'

0.39'

102.8'



December 1, 2023

Franklin Conservation
335 East Central St.
Franklin, Ma 02038

Franklin Conservation Commission,

Our clients, Stephen and MaryAnn McMahon, have requested that Ethical Tree Services manage a storm damaged red maple in the left rear corner of their property. This tree along with the others discussed in this narrative are within 100' of a wetland. Breeka Li Goodlander of the Franklin Conservation Commission and I have met on site to discuss trees that are hazardous to structures on the property.

A large white pine (rear of property) and red maple (left side of property) are structurally defective due to girdling roots and decay of the trunk. There are four small white pines (left rear) that are showing signs of stress due to lack of light and having buried root collars. Our client's shed (right rear of property) is at risk from large dead limbs in a red oak that we have proposed to prune. We also have proposed pruning the two black oaks (rear of property) due to encroachment on the property and excessive weight on property side. There are also two red maple limbs in the right rear that should be properly removed to raise canopy over neighbor's structures while we are working there.

All of the pruning will be completed in adherence to MCA and/or ISA standards. All recommended hazard tree removal will be done with minimal impact to the area. The stumps will not be ground so there is no increase in erosion. Additionally, Altumamats (1/2" thick polyethylene) will be used to protect the groundcover from becoming destabilized. Our goal in completing the work described is to do so with minimal to no impact to the area described.

Thank you,

Chris Chernosky
Massachusetts Certified Arborist
Invasive Insect Certified - UMass Amherst
Ethical Tree Services
978.549.6582
chrisc@ethicaltreeservices.com