



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

| | | | |
|--------------------------------------|--|----------------------------|----------|
| Laura Mattei/Sudbury Valley Trustees | | lmattei@svtweb.org | |
| Name | | E-Mail Address | |
| 18 Wolbach Road | | | |
| Mailing Address | | | |
| Sudbury | | MA | 01776 |
| City/Town | | State | Zip Code |
| 978-443-5588, ext. 134 | | | |
| Phone Number | | Fax Number (if applicable) | |

2. Representative (if any):

| | | | |
|-----------------|--|----------------------------|----------|
| Firm | | | |
| Contact Name | | E-Mail Address | |
| Mailing Address | | | |
| City/Town | | State | Zip Code |
| Phone Number | | Fax Number (if applicable) | |

B. Determinations

1. I request the Littleton Conservation Commission make the following determination(s). Check any that apply:

- a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

Littleton
Name of Municipality

- e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).



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C. Project Description (cont.)

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

Habitat improvement project.

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- Single family house on a lot recorded on or before 8/1/96
- Single family house on a lot recorded after 8/1/96
- Expansion of an existing structure on a lot recorded after 8/1/96
- Project, other than a single family house or public project, where the applicant owned the lot before 8/7/96
- New agriculture or aquaculture project
- Public project where funds were appropriated prior to 8/7/96
- Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- Residential subdivision; institutional, industrial, or commercial project
- Municipal project
- District, county, state, or federal government project
- Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



P A R T E R R E
GARDEN SERVICES

**SET FEE
PROPOSAL**

Date: 9/4/2019

Mailing Address:

Laura Mattei
Sudbury Valley Trustees
18 Wolbach Rd.
Sudbury, MA 01776

Site Address:

210 Whitcomb Ave.
210 Whitcomb Ave.
Littleton
, MA 01460

Invasive Plant Management at Littleton Conservation Land - Proposal #930

Dear Laura:

I am pleased to present this proposal to assist you with the restoration of your property at 210 Whitcomb Ave. in . I look forward to assisting you with invasive plant management as discussed during our initial site meeting. Parterre Ecological will ensure that your goals to remove and control invasive plants from the project area are realized in a professional, well developed manner.

SCOPE OF WORK

- Identification of existing invasive plant species
- Initial cutting of invasive plant species utilizing a combination of hand cutting and mowing techniques
- Follow-up herbicide application treatment methods utilizing cut&dab and foliar applications
- Disposal of all invasive plant debris on site

Not included in Scope of Work:

- Prior communication with Conservation Agent or attendance of Conservation Commission hearing seeking approval for restoration practices
- Any municipal or state filing, abutters' notices, community newspaper print or fees associated with filing a Notice of Intent
- Any additional required Wetland Scientist, Engineer, and/or Land Surveyor's fees for preparation of permit application
- Additional maintenance hours required to continue hand pulling and cutting of invasive plant sprouts after this initial project is complete

TERMS

Work will be performed on an hourly basis, and billed according to the standard hourly rates described in the attached Addendum. Any additional work related to the project not mentioned in the above SCOPE OF WORK will be billed with your direction to proceed, based on our standard hourly rates described in the attached Addendum. This arrangement allows the ultimate efficiency on your behalf, as the billings directly reflect the work completed on the project. In order to initiate the project, please return a signed copy of this agreement and a **50% deposit** which will be applied to your final bill.

If you have any questions, please feel free to contact me. I am looking forward to working with you



FALL 2020 Follow-up Foliar Herbicide Application to Invasive Plant Species

\$6,775.00

Follow-up Foliar Application treatments during growing season (Late August-Early September):

- (3) Field Technicians for 3 days to complete foliar application treatments to sprouting Bittersweet and other identified invasive plant species
- A Foliar Application utilizing a 5% concentration of Triclopyr based herbicide will be applied to all invasive plant species
- All debris will remain on site to decompose and will be monitored for sprouting

175.00 Herbicide: Triclopyr OZ

SUMMER 2021 Foliar Herbicide Application to Invasive Plant Species

\$6,775.00

Initial Foliar Application treatments during growing season (Mid-June to Mid July):

- (3) Field Technicians for 3 days to complete foliar application treatments to sprouting Bittersweet and other identified invasive plant species
- Continued Cut and Dab herbicide application to invasive shrubs
- A Foliar Application utilizing a 5% concentration of Triclopyr based herbicide will be applied to all invasive plant species
- All debris will remain on site to decompose and will be monitored for sprouting

175.00 Herbicide: Triclopyr OZ

FALL 2021 Follow-up Foliar Herbicide Application to Invasive Plant Species

\$6,775.00

Follow-up Foliar Application treatments during growing season (Late August-Early September):

- (3) Field Technicians for 3 days to complete foliar application treatments to sprouting Bittersweet and other identified invasive plant species
- A Foliar Application utilizing a 5% concentration of Triclopyr based herbicide will be applied to all invasive plant species
- All debris will remain on site to decompose and will be monitored for sprouting

175.00 Herbicide: Triclopyr OZ



ECOLOGICAL ADDENDUM

Expenses

The Client will be billed for reasonable and necessary material expenses incurred in carrying out the work, such as irrigation supplies, plants, bulbs, mulch, fertilizers, or refuse bags. All expenses associated with the removal and dumping of materials generated by installation and maintenance work or irrigation work shall be billed as reimbursable expenses.

Hourly Rates

The following hourly rates will be charged for the services provided as described in the foregoing proposal letter:

Landscape Architect \$150/hr
Land Management Planning \$125/hr
Field Manager \$80/hr
Herbicide Applicator \$80/hr
Ecological Field Technician \$70/hr

The above rates are subject to change in accordance with an annual review.

Communication

PGSI will need the Client's cooperation to forge a strong working relationship that will ensure that PGSI provides the Client with an exceptional finished product. This will require open and timely communication throughout the design process. Throughout the life of the project PGSI will rely on conversations with the Client to them produce new insights, new ideas and new connections and to keep the deadlines and time commitments that are so important to the success of a project. If the Client has any concerns regarding the scope of the work, the work performed or the timeliness of the work, please bring it to PGSI's attention so they can address the Client's concerns. If PGSI does not receive any complaints, PGSI will assume the Client are satisfied with the work as performed.

Payments

Invoices will be rendered monthly for work performed and expenses incurred in the prior month. Any invoices will be presented either directly to the Client or via first class mail and shall be payable upon receipt. A finance charge may be added to balances outstanding more than thirty (30) days, by applying a rate of 1% per month, which is equal to an annual percentage rate of 12%. The Client agrees to carefully read all billing statements and promptly notify PGSI, in writing, of any claimed errors or discrepancies within fifteen (15) business days of the statement. Thereafter the Client and PGSI will review the disputed charges together. If PGSI does not hear from the Client in writing, it is presumed that the Client agrees with the accuracy and fairness of the billing.

PGSI reserves the right to suspend services if the payment of any invoice is not received within forty-five (45) days of the invoice date. However, since PGSI sincerely does not wish to take any of these actions, the Client is requested to communicate with PGSI regarding any difficulties or issues that may result in the Client's failure to pay an invoice within the applicable period. If it is necessary for PGSI to take any actions including but not limited to arbitration and litigation to collect overdue fees, the Client is responsible for reimbursing PGSI for any costs or fees, including Attorneys' fees, incurred by PGSI due to collection efforts.

Termination

The Client has the right to terminate this Contract at any time by providing PGSI with seven (7) days written notice. In the event of such early termination or if PGSI suspends work due to failure to remit payment, the Client will be responsible for the cost of all work performed and expenses incurred until the date of the decision to suspend or PGSI's receipt of the Client's notice of termination.