

**CLIFTON TOWN COUNCIL MEETING  
SPECIAL MEETING  
TUESDAY, DECEMBER 15, 2020, 7:30 PM  
\*\*ELECTRONIC MEETING BY ZOOM\*\*  
12641 CHAPEL ROAD  
CLIFTON, VA 20124**

Until further notice from the Mayor of Clifton, and in accordance with the Resolution of the Town Council regarding Remote Participation by Electronic Means Policy and the Town Council Continuity of Government Methods Authorizing Remote Participation by Electronic Means Without a Physical Quorum Being Present Pursuant to Virginia Law, the Town of Clifton Town Council is holding the Meeting noticed herein electronically for the purpose of continuity of government of the Town of Clifton.

The meeting will be conducted using Zoom teleconferencing audio and video service, and connection information will be provided to members of the public to afford the opportunity to citizens to witness the operation of the Town of Clifton government. Connection information is available from, and will be provided by, the Town Clerk.

**Any member of the public wishing to observe or participate** in the electronic meeting **must notify the Town Clerk at clerk@cliftonva.gov in advance by Noon on the day of the meeting** in order to register for the meeting.

**Any member of the public requesting to speak or make comments** during the electronic meeting **must register with the Town Clerk at clerk@cliftonva.gov in advance by Noon on the day of the meeting, providing their name and address and the subject matter of their comments,** in order to have an opportunity to speak and provide comments during the meeting. Any such comments will be **limited to three (3) minutes** per speaker and priority will be given to the citizens and tax-payers of the Town of Clifton. Members of the public may also submit written comments to the Town Clerk in advance of the meeting. Any such written comments will be included in the record for the meeting, but will not be read aloud during the meeting.

**Present:** Mayor William Hollaway; Vice Mayor Regan McDonald; Councilmember Steve Effros; Councilmember Patrick Pline; Councilmember Darrell Poe; Councilmember Lynn Screen.

**Staff:** Amanda Christman, Town Clerk.

**Absent:** Marilyn Barton, Town Treasurer

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**The Special Meeting was called to order by Mayor Hollaway at 7:30 PM.**

Order of Business

Adopted as presented by the Town Council on January 5, 2021

1. Clifton Town Square Holiday Lighting Options – Including Potential Lighting of Existing Tree, Replacement of Existing Tree, Planting New Tree, and Other Options for Holiday Lighting, both for 2020 and beyond.

**See attached reports submitted by Laura McDonald, Chair of the Committee on the Environment (COTE).**

The Council briefly discussed various issues with respect to placing lights on the existing tree and determined that a full discussion of several options should be addressed at a regular meeting in the near future.

- **Mayor Hollaway moved to approve an expenditure of up to \$750, to be contributed to whatever ultimate sum the community is raising to meet the \$1,350 total amount needed to pay for the placement and removal of the lights, to remain until approximately January 15, 2021, seconded by Councilmember Poe. The motion was approved by roll-call: Hollaway: Aye; Poe: Aye; McDonald: Aye; Screen: Aye; Effros: Aye; Pline: Aye.**

2. Citizen's Remarks – Limited to Holiday Lighting.

Donna Netschert, of Chestnut Street: indicated that she will work with other community volunteers to coordinate the logistics of the fundraising and work order.

3. Adjournment.

- **Councilmember Poe moved to adjourn, seconded by Councilmember Effros. The motion was approved by poll, 6-0.**

The meeting was adjourned at 8:06 PM.



Clifton Clerk &lt;clerk@cliftonva.gov&gt;

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## 2018 Town of Clifton Tree Plan

2 messages

**Laura McDonald** <laura.e.mcdonald@icloud.com>

Tue, Dec 15, 2020 at 9:11 AM

To: William Hollaway &lt;whollaway@cliftonva.gov&gt;, Regan McDonald &lt;rmcdonald@cliftonva.gov&gt;, seffros@cliftonva.gov, ppline@cliftonva.gov, dpoe@cliftonva.gov, lscreen@cliftonva.gov

Cc: Clifton Clerk &lt;clerk@cliftonva.gov&gt;, Michelle Stein &lt;michellestein@cox.net&gt;

Good morning all,

Attaching the documents from the 2018 tree and landscape maintenance survey that was done at the *request* of the Parks Committee. These may be helpful for the discussion this evening as it includes comments and recommendations about the existing Christmas tree in Ayre Square.

A little background for the new Town Council members... Michelle Stein, Chase Hinderstein and I scheduled a site visit with Ian Fuze, Fairfax County Urban Forester. We reviewed three areas that the town maintains: Ayre Square, Harris Park and the triangle. His comments are attached. Based on Ian's recommendations, I met with 4 landscape companies and 2 additional arborists to determine the best and most cost effective plan of action. The suggestions were dismissed by the Parks Committee and Town Council.

Former Councilmember Milne and I began a discussion to come up with an alternate plan for the Christmas tree lighting ceremony that would involve the following options:

- Remove existing Norway spruce & replace with an American Holly, continue having lighting ceremony at Ayre Square
- Remove existing Norway spruce, railroad ties and cover with sod
- Move ceremony to the park - purchase cut tree for the gazebo

Please let me know if you have any questions.

Laura McDonald  
[12653 School Street](#)  
[Clifton, VA 20124](#)

703-909-8232

"be kinder than necessary, for everyone you meet is fighting some kind of battle."

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### 3 attachments

 **CLIFTON\_LANDSCAPE\_RECOMMENDATIONS\_IAN\_FUZE.docx**  
11K

 **CLIFTON\_LANDSCAPE\_SOW.docx**  
9K

 **Town of Clifton Maintenance Proposal - Updated 09-14-18.pdf**  
326K

1/14/2021

cliftonva.gov Mail - 2018 Town of Clifton Tree Plan

**Lynn Screen** <lscreen@cliftonva.gov>

Tue, Dec 15, 2020 at 5:22 PM

To: Laura McDonald <laura.e.mcdonald@icloud.com>

Cc: William Hollaway <whollaway@cliftonva.gov>, Regan McDonald <rmcdonald@cliftonva.gov>, seffros@cliftonva.gov, Pat Pline <ppline@cliftonva.gov>, Darrell Poe <dpoe@cliftonva.gov>, Clifton Clerk <clerk@cliftonva.gov>, Michelle Stein <michellestein@cox.net>

Thank you, Laura. This is very helpful.

Warm regards,

Lynn

[Quoted text hidden]

| [Quoted text hidden]

## Town of Clifton Tree & Landscape Planting Recommendations

Based on meeting with Fairfax County Urban Forester, Ian Fuze, the following are recommendations to improve and enhance the health and diversity of the landscaping in the following areas:

### Ayre Square:

1. The Christmas tree (Norway spruce) is suffering from poor drainage from being in a raised bed. Remove the railroad ties and increase the mulched area around the tree.
2. Weed on a regular basis.
3. Christmas tree lights strung around the Norway spruce appear to be left up all year. This is damaging the tree. Remove after use.

### Clifton Park:

1. The silver maple to the rear of the park between the basketball court and the playground should be completely removed. The stump should be ground out without excavating the roots.
2. A twin trunk hemlock tree adjacent to Chapel Street (flagged with green ribbon) is experiencing dieback and fungal fruiting bodies affecting the sapwood. Removed.
3. A crab apple tree to the rear of the park (southern corner) by the memorial tree is being shaded out, experiencing significant dieback and should be removed.
4. A sourwood in poor condition should be removed along the southern property line.
5. Shrubs with invasive tendencies were identified including Euonymus and barberry. These are considered invasive plants and higher densities of deer ticks carrying Lyme disease have been found in barberry. They should be replaced with native shrubs.
6. A memorial dogwood tree planted in 1988 was identified at the southern corner of the park. The tree appears healthy although it was not removed from the burlap (a common error during installation) and may be experiencing girdling or circling roots.
7. Several dogwoods in the park are fully leafing out but suffering from a leaf spot disease. They should be inspected by an arborist with experience in plant health care and treated for dogwood anthracnose if discula

is present. If you wish to investigate on your own samples may be sent to the Virginia Tech Plant Disease Clinic. If discoloration is present and treatment is considered too costly - consider disease resistant replacements.

8. It was noted that mulch rings around trees have been building up around the root flare of many trees and root collar excavations may be necessary either by hand or with a device known as a pneumatic soil excavation tool. Mulch should be applied only to a depth of 2-4 inches and kept away from the base of the tree or root flare.
9. Some trees were noted (especially the large black walnuts) as not having mulch rings and would benefit from being mulched especially creating larger contiguous mulch beds with other trees or shrubs where practical.
10. Along the southern property boundary three large box elder trees provide plentiful shade. This species is short lived typically and the park would benefit from having replacements in place. Oak trees specifically white oak family species should be considered with swamp white oak being preferable. American linden or basswood would be another good choice. Black gum would be another.

## Town of Clifton Tree & Landscaping Schedule Scope of Work

### Ayre Square:

1. Remove railroad ties around Norway Spruce
2. Weed around spruce and Amelanchier
3. Mulch both tree and spruce
4. Remove lights from spruce
5. Mow weekly during growing season
6. Aerate & re-seed each fall
7. Pick up trash during each visit

### Clifton Park:

1. Plant Basswood (2) to replace Silver Maple (near basketball court), wrap and stake trees.
2. Plant White Oak (2) and Blackgum (2) to mitigate decline of box elder (near Netchert's property line), wrap and stake trees
3. Plant Birch (mulit-trunk) to replace Amelanchier (Nickum's house).
4. Replace shrubs (Burning Bush) with Inkberry Holly.
5. Remove invasive plants around gazebo, replace with appropriate landscape material - TBD.
6. Mow weekly during growing season
7. Aerate & re-seed each fall
8. Pick up trash during each visit

### Triangle:

1. Replant Butterflyweed
2. Remove coreopsis, replace with annual planting of lantana
3. Weed
4. Mow weekly during growing season
5. Aerate & re-seed each fall
6. Pick up trash during each visit



## *Independence Landscape & Lawn Care, LLC*

Phone: (703) 887-1834 Fax: (703) 372-1033

[www.IndependenceLandscape.com](http://www.IndependenceLandscape.com)

**Warehouse Location:**

7400-H Lockport Place

Lorton, VA 22079

**Mailing Address:**

P.O. Box 1447

Lorton, VA 22199

September 14, 2018

**Independently Owned and Operated By Chad Evans and Curt Greene**

Nobody is harder to please than we are. Ask our loyal residential and commercial customers all over Northern Virginia - they'll tell you. When our team of lawn care professionals show up for work, we don't stop until everything meets our high standards, and your property looks terrific. Year after year we continue to exceed our customers' expectations with our superior service and quality craftsmanship on all our lawn maintenance and landscaping services. We are very proud of our high customer loyalty rate.

**PROPOSAL FOR:**

**Town of Clifton**

**Contact - Laura McDonald (703) 909-8232**

**flowerdiva@mac.com**



## Town of Clifton - TURF MAINTENANCE

**Turf Maintenance:** Prior to mowing, all trash and unnecessary debris shall be removed. If excessive amounts of trash present, additional charge will apply. All turf areas will be mowed and edged. Frequent mowing helps a lawn resist weeds, insects and disease. Infrequent mowing causes too much grass to be removed at one time. Infrequently mowed grass also produces a lawn that looks thin, spotty or burned. As a general rule, we never cut more than one-third of the length of your grass at a time. Hard edging will be performed around sidewalks, curbs, and all paved areas every mowing. We will finish by blowing debris from all hard surfaces around the grounds. Mowing will be completed in Ayre Square, Clifton Park, and at the Triangle (Approximately 49,100 SF of lawn area). 10 trash cans will be emptied weekly and new trash bags installed.

**Extra Care:** We sharpen our machine blades daily to give the property the absolute cleanest cut possible.

### Estimated Mowing Schedule

Month	Estimated Cuts	Charge Per Service	Estimated Per Month
December	- *	275.00	Per Cut, Trim, & Edge \$ -
January	- *	275.00	Per Cut, Trim, & Edge -
February	- *	275.00	Per Cut, Trim, & Edge -
March	2.00 *	275.00	Per Cut, Trim, & Edge 550.00
April	4.00 *	275.00	Per Cut, Trim, & Edge 1,100.00
May	5.00 *	275.00	Per Cut, Trim, & Edge 1,375.00
June	4.00 *	275.00	Per Cut, Trim, & Edge 1,100.00
July	4.00 *	275.00	Per Cut, Trim, & Edge 1,100.00
August	5.00 *	275.00	Per Cut, Trim, & Edge 1,375.00
September	4.00 *	275.00	Per Cut, Trim, & Edge 1,100.00
October	5.00 *	275.00	Per Cut, Trim, & Edge 1,375.00
November	4.00 *	275.00	Per Cut, Trim, & Edge 1,100.00
<u>37.00</u> Estimated Cuts			<b>Estimated Total Cost: \$ <u>10,175.00</u></b>

\*These numbers represent the estimated number of times the property could be mowed, trimmed and edged. The estimates are based on histories of existing clients on a weekly basis. Start and stop dates may vary according to weather conditions. Please note that the Town of Clifton will only be charged for the number of actual mowing services provided.

**Fall Aeration/Over-Seeding:** All areas aerated and over-seeded using premium tall fescue blend seed. Aeration/over-seeding will be completed in Ayre Square, Clifton Park, and at the Triangle (Approximately 49,100 SF of lawn area).

**Total Cost:** Fall Aeration/Over-Seeding - **\$1,685.00**

**Monthly Weeding/Street Clean-Up:** Removal/spraying of weeds along cracks on sidewalks/streets, and all landscape beds in Ayre Square, Clifton Park, the caboose, and the Triangle. Includes removal of any trash in these areas and along the main street through downtown.

**Total Cost:** Monthly Weeding/Street Clean-Up - **\$65.00 / Man / Hour (Roughly \$500.00 - \$750.00 / Service)**

**Landscape Bed Maintenance (Spring 2019)**

To include all previously mulched common area tree rings, landscape beds in Ayre Square, Clifton park, and at the Triangle. Does not include the playground boxes in Clifton Park.

**Bed Clean Up:** Removal of all weeds, leaves, and debris from landscape beds.

**Edging:** 3" - 4" Edge around all mulched landscape beds.

**Pruning:** Prune all shrubs as needed.

**Mulching:** Dyed brown hardwood mulch used.

**Total Cost:** Landscape Bed Maintenance (Spring) - **\$3,950.00**

**Initial Mulch Removal:** Remove excess mulch from beds along on same visit as initial spring clean-up (currently an unhealthy amount of mulch around base of trees, especially in Clifton Park).

**Total Cost:** Initial Mulch Removal - **\$1,350.00 additional**

**Ayre Park Clean-Up:** Remove weeds and lights from around spruce tree, and weeds/excess mulch from the Amelanchier tree. Dig 3" - 4" deep edge to define the beds from the lawn, and install 2" of dyed brown mulch to finish.

**Total Cost:** Ayre Park Clean-Up - **\$875.00**

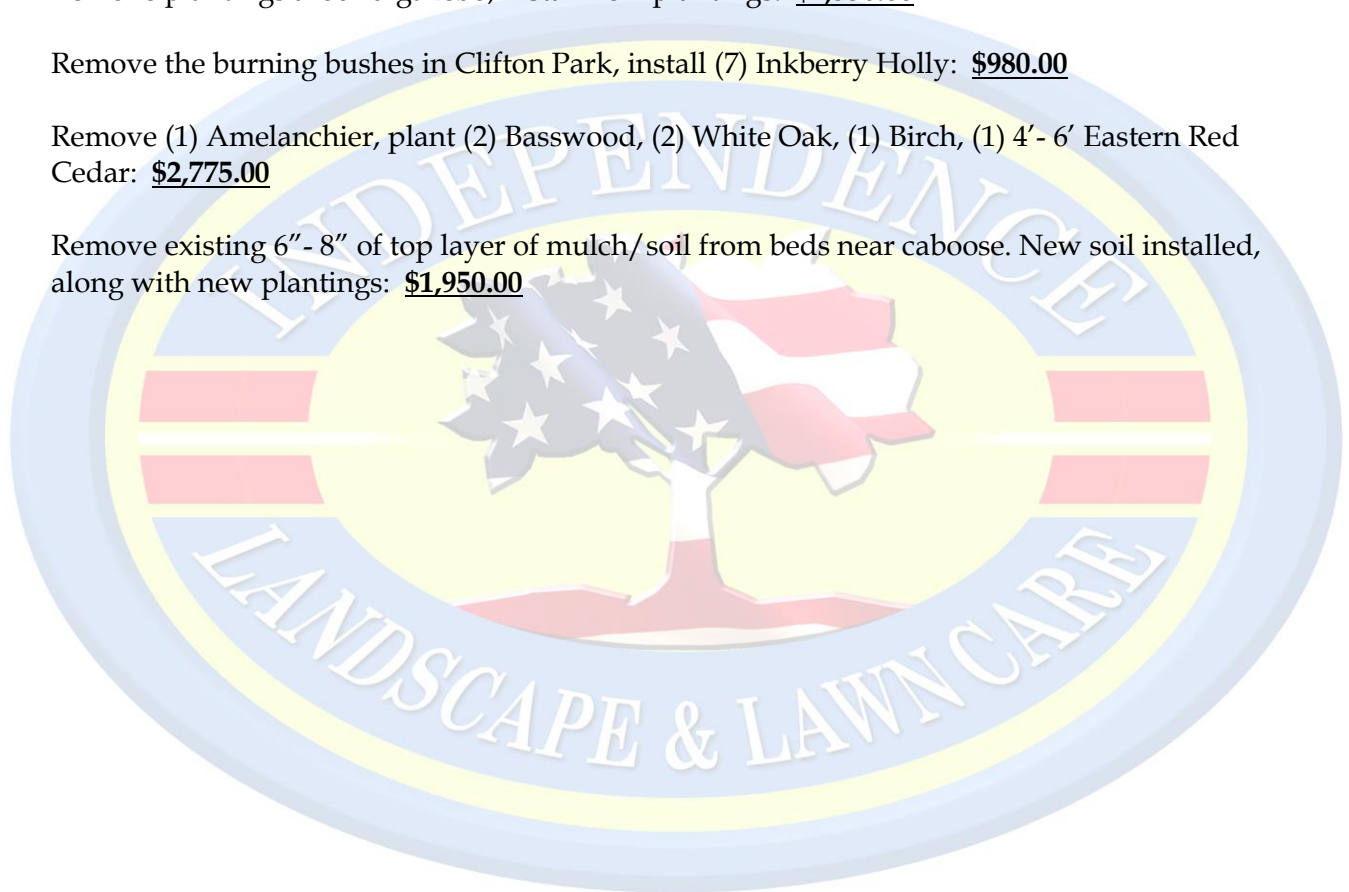
**Planting Installation:** All debris disposed of off-site, beds edged and mulched using 2" of dyed brown mulch. Trees wrapped and staked as needed. All plantings provided by the town of Clifton including delivery.

Remove plantings around gazebo, install new plantings: **\$2,350.00**

Remove the burning bushes in Clifton Park, install (7) Inkberry Holly: **\$980.00**

Remove (1) Amelanchier, plant (2) Basswood, (2) White Oak, (1) Birch, (1) 4' - 6' Eastern Red Cedar: **\$2,775.00**

Remove existing 6" - 8" of top layer of mulch/soil from beds near caboose. New soil installed, along with new plantings: **\$1,950.00**



## REFERENCES

### Towns of Covington Square

Contact - Meaghen Murray (703)593-1596

### Famous Dave's Restaurant

Contact - Greg Libawitz (410) 905-6558

### Cedar Knolls Homeowners Association

Contact - Edgar Domenech (703) 924-1550

### Raceway Farms Homeowners Association

Contact - Dale Debruler (571) 435-0207

### Wendy's Restaurant / Fuel Express Gas Station

Contact -Kevin Page (703) 339-5500

**Additional References Are Available Upon Request**

## PROFESSIONAL MEMBERSHIPS

Independence Landscape and Lawn Care is committed to providing the most professional, environmentally friendly, lawn care and landscaping services in Northern Virginia. We are active members of the following industry associations:

### ACCREDITED BUSINESS:



B.B.B -- Better Business Bureau of Washington D.C. and Eastern Pennsylvania

### LANDSCAPING :



P.L.A.N.E.T. -- Professional Landcare Network

### HARDSCAPING :



I.C.P.I. -- Interlocking Concrete Pavement Institute

### SNOW REMOVAL :



S.I.M.A. -- Snow and Ice Management Association

### DRAINAGE CORRECTION :



Independence Landscape and Lawn Care is N.D.S.  
Certified

## RESIDENTIAL LANDSCAPE AND LAWN CARE AGREEMENT

1. **PARTIES:** The party or parties signing their acceptance hereunder shall herein be known as "Client." The party agreeing to provide servicing on this contract is Independence Landscape & Lawn Care ("Independence"). Collectively, the Client and Independence shall be known as the "Parties."
2. **CONTRACT:** Once Client signs this Agreement it shall become a binding contract. This contract constitutes the entire agreement between the Parties, and may be modified, amended, or cancelled only by writing signed by both Parties.
3. **INSURANCE:** Independence Landscape and Lawn Care represents that it is properly licensed and carries liability, property damage, and workers' compensation insurance.
4. **PLANS:** All drawings produced by Independence, including plans, profiles, details and the concepts contained therein, shall remain the property of Independence. These drawings are intended to communicate design ideas and to facilitate implementation only by Independence. Use of such drawings to implement landscaping through another company or individual shall incur the cost of preparation of the designs, and shall be invoiced to the Client at an agreed upon flat rate.
5. **FEES AND PERMITS:** The Client shall be responsible for obtaining permits and paying any fees they may incur. The Client is also responsible for inspections and other related services not described in this contract, which may be required by local, state or federal law.
6. **MATERIALS:** All materials furnished by Independence are the sole property of Independence until payment in full for such materials has been received. In addition to any other available legal remedies, Independence reserves the right to remove said materials from the premises should payment in full not be received within thirty days of the materials being furnished. If such remedy is necessary, Independence is entitled to the cost of any labor performed, including the labor necessary to remove materials not paid for.
7. **PAYMENT:** A down payment of one third (1/3) of the contract price will be required on the date this Agreement is signed by the Client. Then a (1/3) partial payment will be required once the project has commenced and then the final (1/3) payment will be required once the project has been completed. Depending on the job, additional installments may be required prior to completion. Payment in full of any remaining balance is due and owing immediately upon completion of the project. Client must pay a \$30.00 fee for any returned checks in addition to all costs incurred by Independence Landscape and Lawn Care associated with the collection of any returned checks including reasonable attorney's fees.
8. **CLAIMS OF DEFECTIVE WORK OR MATERIALS:** Claims of defective work or materials shall be made in writing to Independence, and such writing must be received by Independence within seventy-two (72) hours of completion of the work. Failure to raise such a claim in writing within the seventy-two (72) hour period shall forever bar and discharge any claim by the Client for allegedly defective work or materials.
9. **LATE FEES AND ATTORNEYS FEES:** All sums more than thirty (30) days overdue shall accrue interest at the rate of 2% per month (24% annual rate), or the maximum allowable legal rate, or \$10.00 per month, whichever is greater and as permitted by law. Independence reserves the right to provide no further services under contract when any portion of the amount due from the client is more than thirty (30) days overdue. In the event that Independence turns any matter related to this contract or Independence's services over to a collection agency, Client agrees to pay a collection fee of 50% of all sums, and if any matter related to this contract or Independence's services is referred to an attorney for enforcement or collection, then Client agrees to pay all court costs and reasonable attorney's fees if Independence substantially prevails in any such action.

10. **NON-COMPLIANCE:** Independence reserves the right to charge Client for the agreed scheduled service even if that service is not rendered due to conditions under Client's control. Such conditions include, but are not limited to: a locked gate, excessive garbage or animal waste, a yard that has already been serviced by someone other than Independence, a dangerous pet, workers in lawn or landscape, excessive leaves if not under contract for leaf removal.
11. **RATE CHANGE:** Independence reserves the right to change the rate of Client's lawn service as the need arises. Client shall be notified in writing at least one (1) week prior to any changes and given the opportunity to cancel the service, according to the provisions in Paragraph 2, if so desired. Should the rate change and should Client decline to cancel, Client's lawn will be serviced exactly according to the previously agreed maintenance plan regardless of the existing conditions, and Client will be charged at the new rate. Any requested changes in the frequency or nature of Client's service must be in writing, and will be subject to the appropriate rate change. For purposes of this paragraph, notice in writing may either be mailed or hand-delivered to Client's address where the services in this Agreement are performed.
12. **RAIN:** Occasionally rain will put Independence behind schedule, preventing Independence from beginning or completing your job on its scheduled day. In this event Independence will attempt to begin or complete your job as close to the scheduled day as possible. However, Independence will not be responsible for any delay or damage resulting from its inability to perform work due to inclement weather.
13. **PRUNING:** Customers frequently have varied requests with regard to trimming and pruning of shrubbery and pruning of bushes and trees. Independence will attempt in all good faith and professional skill to accommodate Client's requests regarding trimming and pruning. However, given the nature of shrub, bush, and tree care, Independence cannot and does not guarantee that all pruning will be exactly according to Client's request. Independence and/or its foreman will have ultimate discretion regarding proper sizing, shaping and pruning styles of all shrubs, bushes, and trees. If Client's exact specifications cannot be met, Independence will explain why the specification cannot be or was not met.
14. **LEAF REMOVAL:** This service will be billed on a per season basis. Due to the unpredictability of leaf fall, clients who contract for all leaf removal visits will be bound under this Agreement to pay for all visits, regardless of circumstances.
15. **UNAVAILABILITY OF MATERIALS:** Should materials specified under this agreement become unavailable, Independence shall have the right to make a substitution equal to or better than such materials at no extra charge to Client.
16. **LIABILITY:** Independence is liable to Client for no damages or personal injury whatsoever, save those due to Independence's own negligence or the negligence of its employees. Any liability for such damages that Independence incurs shall be limited according to paragraph 16 of this agreement. Services required to remedy any damage not caused by the negligence of Independence and/or its employees, such as severe weather and other acts of god, shall not be covered under this Agreement, and must be dealt with as additional services and agreed to in writing.
17. **INDEMNIFICATION:** To the extent allowable by Virginia law, the Client agrees to defend and indemnify Independence for, and hold Independence harmless from, any and all claims, lawsuits, and losses, arising from any accidents that occur on or around areas where Independence has provided services, including but not limited to snow removal services, so long as such claims, lawsuits, and losses do not arise from Independence's own negligence or the negligence of its employees. If such claims, lawsuits, and losses arise from an accident that occurred in part because of Independence's negligence, and in part because of the Client's negligence, then Independence shall be entitled to indemnification to the extent of the client's percentage of fault for such accident.

18. **LIMITED ANNUAL FLOWER WARRANTY:** Independence offers a 60-day, limited warranty on all seasonal flowers. The limited warranty covers the labor only. In the event that Client's seasonal flowers die within the 60-day limited warranty period, Independence agrees to replace them (once) for the cost of the new flowers. The Client agrees to pay full price, labor included, for any subsequent replacement. This limited warranty does not cover replacement of flowers that are determined, in Independence's sole discretion, to have died as a result of the Client's failure to properly water and maintain such plant/s.
19. **LIMITED PLANT WARRANTY:** Independence offers a one-year limited warranty on all plants (excluding seasonal flowers, which are covered under the preceding Section). In the event that Client's plants covered under this warranty die within the one year limited warranty period, Independence agrees to replace them (once, and only once) for the cost of the replacement plant/s. The Client agrees to pay full price, labor included, for any subsequent replacement. This limited warranty does not cover replacement of plants that are determined, in Independence's sole discretion, to have died as a result of the Client's failure to properly water and maintain such plant/s.
20. **WARRANTY PROVISIONS:** UNLESS STATED OTHERWISE IN THIS AGREEMENT, AND TO THE EXTENT ALLOWABLE BY VIRGINIA LAW, CLIENT'S RIGHT TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES UNDER THIS AGREEMENT. INDEPENDENCE LANDSCAPE & LAWN CARE IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECT IN WORKSMANSHIP OR MATERIALS. The provisions of this agreement provide Independence's sole warranty with respect to its work and materials. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ANY CLAIM UNDER THIS WARRANTY IS SUBJECT TO THE PROVISIONS OF PARAGRAPH 8 OF THIS AGREEMENT.
21. **ARBITRATION AND VENUE SELECTION:** At the sole election of Independence, any controversy, action, claim, or dispute, breach, or question of interpretation relating to or arising out of this contract shall be resolved by arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) maybe entered in a court having jurisdiction. The costs of any arbitration shall be borne by the losing party or shall be borne in such proportion as the arbitrator(s) determine(s). If Independence declines to elect arbitration, the venue for any controversy, action, claim, or dispute, breach, or question of interpretation relating to or arising out of this contract shall be limited to the courts of either Alexandria City, or Fairfax County, and shall be at the election of Independence.
22. **HEADINGS.** The titles and headings of the various sections and subsections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon any of the provisions of this Agreement.
23. **SEVERABILITY.** Any validity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.



**ACCEPTANCE OF CONTRACT:** The above prices, specifications & terms are acceptable. I have read & understood all of the terms & conditions and accept. Independence Landscape & Lawn Care is authorized to perform the work as specified. Payment will be made as outlined.

\_\_\_\_\_  
CLIENT SIGNATURE

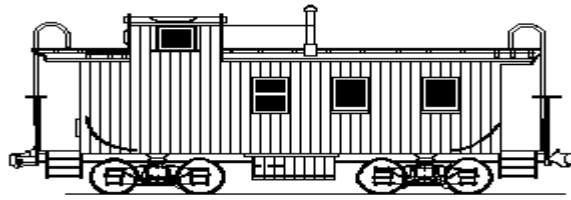
\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT (PRINT NAME)

\_\_\_\_\_  
Mark Haller ([mark@independencelandscape.com](mailto:mark@independencelandscape.com))  
Manager, Independence Landscape and Lawn Care, LLC, Cell: (703) 801-8636

**Thank you for your time and consideration, we look forward to working with you.**





**CLIFTON TOWN COUNCIL MEETING  
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Town Council Meeting - Order of Business:

1. Clifton Town Square Holiday Lighting Options – Including Potential Lighting of Existing Tree, Replacement of Existing Tree, Planting New Tree, and Other Options for Holiday Lighting, both for 2020 and beyond.
2. Citizen’s Remarks – Limited to Holiday Lighting Options - Suggestions or complaints of citizens and taxpayers, and other persons authorized by the Mayor to address the Council.  
Each person wishing to address the Council shall, when recognized by the Mayor:
  - (i) Give their name and address;
  - (ii) Direct their remarks to the Council and not to other citizens present;
  - (iii) Be limited to one period of not over three (3) minutes, unless granted additional time by unanimous consent of the Council.Persons requesting to speak must have registered with the Town Clerk by no later than Noon of the day of the meeting. Priority to speak shall be given to persons in the order that they registered with the Town Clerk.
3. Adjournment.