

(DRAFT)

FAIRLINGTON GLEN COUNCIL OF CO-OWNERS

August 11, 2009 Minutes

Held at Fairlington Community Center

ATTENDEES

Robert Patrician, President; Charlie Robbins, Vice President, Margaret Windus, Treasurer; Kathy Clatanoff, Secretary; James Campbell, At Large, Terry McGuire (Cardinal Management).

Glen Co-owners:

Maynard Dixon, Court 16; Amanda Deringer, Court 9; Vicki Mason, Court 6; Mike Whitfield, Court 10; Scott Truesdale, Court 10; Lauren Angelo, Court 2; Theresa Melson and Steve Dickerson, USI.

CALL TO ORDER

The meeting was called to order at 7:00 by Bob Patrician

Agenda Item 1: Residents' Forum

Maynard Dixon and Vicky Mason distributed a list of problems in Courts 5 and 6 that Vicky had prepared and sent to Cardinal and others on July 23. They recommended that feedback from Cardinal on such lists would be helpful, so that court reps would know what action was being taken. The list seemed to divide into three main categories (landscape, maintenance, and miscellaneous other) and it was suggested that it would be good to organize it that way for action. Bob Patrician apologized for the delay in feedback.

Agenda Item 2: President's Items

7.06.09.01 MOTION

Moved to approve the minutes of July 6, 2009 with the addition of James' address.

Motion passed unanimously.

Bob reported that there has been no further action with Comcast. A memo to Glen residents asking that they comply with the new guidelines for cable installation was circulated last month. It was noted that pre-existing cable installations which do not meet the new guidelines should be corrected when resale documents are prepared.

Agenda Item 3: Insurance

Our current master insurance policy expires on September 24th, 2009. Steve Dickerson and Theresa Melson, the Glen's insurance brokers, recommend that we continue with Traveller's Insurance Company. The proposed package provides for guaranteed replacement cost (GRC) for the buildings, flood coverage, landscaping replacement, and wind-driven rain coverage, with a \$5,000 deductible per occurrence. Liability, auto, and fidelity insurance cover staff, management, volunteers, and committees. Also included in the proposal is an umbrella policy from Zurich Insurance Company with a \$25 million limit.

7.06.09.02 MOTION

Moved to accept the proposal for insurance as modified, with a cost of \$59,139.

Motion passed unanimously.

Agenda Item 4: Landscape

Amanda Deringer, the chairperson of the Landscaping Committee, presented a revised Scope of Work (attached) for the Glen's landscape contract. It makes minimal use of chemicals, preferring fertilizers and pesticides which are natural and non-toxic. The landscaping committee proposes that this be used as the basis for bidding a new contract to begin January 1, 2010.

8.11.03 MOTION

Moved to approve landscape contract Scope of Work.

Motion passed unanimously.

We have a proposal from Thrive apply a growth regulator to the sycamore in Court 1 and remove two arborvitae in Court 2. The Landscape Committee suggests that the proposal be revised to delete one Arborvitae removal in Court 2 and add two additional Sycamores for application of growth regulator located behind Courts 12 and 13/14.

8.11.04 MOTION

Moved to approve Thrive proposal #8560 as amended for a total cost NTE \$2000.

Motion passed unanimously.

When the landscape committee met last month, the group debated at some length the appropriate response to the re-designed front bed at 3538 S Stafford. It is in violation of current landscaping guidelines, however, the committee is aware that enforcement of the existing guidelines has been less than rigorous over the years. It is proposed that Amanda and Kathy deliver the variance request form to 3538 personally, and discuss with the co-owners modifications which would bring the bed into compliance. At the same time, the committee would like to review the existing guidelines and possibly propose changes to the Board. The Board endorsed this action.

There will be a Fall Walk-thru on Saturday, August 29, meeting at 9:00 am in the traffic circle. All are invited. In addition to landscaping requests from residents, the group will look at common area trees.

Agenda Item 5: E-Voting

James has discussed our Glen voting procedures with the Vote-Now firm, and it appears that they can meet our requirements. The biggest problem is that we do not have a good email list for our co-owners, but perhaps in this way we can begin to develop one.

8.11.05 MOTION

Moved to approve Vote-Now proposal for electronic voting in the Glen's 2009 election at a cost of approximately \$1585.

Motion passed unanimously.

Agenda Item 6: Sanitary Sewer Work

A recent sewer back-up at 4305 S 36th St in Court 10 has resulted in a re-evaluation of the work done by JED Mechanical several years ago. It appears that their efforts were not satisfactory, and this line must now be re-done.

8.11.06 MOTION

Moved to approve Dwyer Plumbing proposal for sanitary sewer work at 4162 S 36th (Court 6) and 4305 S 36th (Court 10) at a total cost of \$50,950.

Motion passed unanimously.

Scott Truesdale, the co-owner of 4305 S 36th, will be reimbursed for immediate clean-up work required on his unit, but not for plumbing expenses. The line at 4333 S 36th will be snaked and jetted on a time and materials basis.

Agenda Item 7: 2010 Budget

After incorporating the revised insurance figures, Margaret presented the 2010 proposed budget for the Board's consideration. The proposed total budget for 2010 is \$1,328,820, which will result in a condo fee increase of 2.9%. The budget materials can be distributed to all residents and co-owners by Sept 1, which means that any amendments would be received by Sept 15. This should give the Board enough time to consider any proposed amendments and get the final set of documents to Vote-Now for mailing. The date for the annual meeting is November 7th.

8.11.07 MOTION

Moved to approve the proposed budget for Fairlington Glen for the calendar year 2010 in the amount of \$1,328,820.

Motion passed unanimously.

Agenda Item 8: Management Report

8.11.08 MOTION

Moved to approve bid from Old Town Sign in the amount of \$448 for a new sign at the basketball court.

Motion passed unanimously.

8.11.09 MOTION

Moved to approve bid from Leslie Engelking for carpentry work in Courts 1-4 in conjunction with painting on a time and materials basis for a price of \$45 per hour.

Motion passed unanimously.

8.11.10 MOTION

Moved to approve bid from Dominion Paving for concrete replacement at a price of approximately \$6 per square foot, not to exceed \$25,000 total.

Motion passed unanimously.

8.11.11 MOTION

Moved that the Board go into closed session to discuss personnel matters and consider the personal liability of unit owners to the unit owners' association, consistent with Sec. 55-79-75C of the Condominium Act of Virginia.

Motion carried unanimously.

8.11.12 MOTION

Moved that the Board return to open session.

Motion carried unanimously.

8.11.13 MOTION

Moved to refer accounts 2059-01, 3015-01, and 3078-01 to attorneys for collection.

Motion carried unanimously.

8.11.14 MOTION

Moved to adjourn.

The motion carried unanimously. The meeting was adjourned at 9:00 pm.

The next scheduled meeting of the Board is the second Tuesday, September 8, 7:30 pm, at the FCC.

Respectfully Submitted,
Kathy Clatanoff, Secretary

**FAIRLINGTON GLEN
BOARD OF DIRECTORS
Tuesday, August 11, 2009
7:00 pm
FCC—3308 S. Stafford St.**

- 1. Residents' Forum**
- 2. President's Items (Bob Patrician)**
 - Minutes 7 6 09.doc
 - Comcast Memo and Guidelines, Fairlington Glen.pdf
- 3. Insurance (Steve Dickerson and Theresa Melson, USI)**
 - Fairlington Glen Invoices.pdf
- 4. Landscape (Amanda Deringer)**
 - Thrive Proposal.pdf
 - Revised SOW 2010.doc
 - Landscape Guidelines and 3538 S. Stafford.pdf
- 5. E-Voting (James Campbell)**
 - E-Voting, Campbell.pdf
- 6. Sanitary Sewer Work (Margaret Windus)**
 - Sanitary Sewer Work 2009.pdf
 - 2008-2011 Reserve Expenditure Options 8.1.09.doc
- 7. 2010 Budget (Margaret Windus)**
 - 2010 Glen Budget 8.4.09.xls
 - 2010 Budget Narrative 8.4.09.xls
- 8. Management Report (Terry McGuire)**
 - Basketball Sign (Fairlington Glen Courts Revised.pdf)
 - Painting Courts 1-4
 - Wood Repair Courts 1-4
 - Concrete Replacement
 - Staff Leave Schedules

Fairlington Glen – Landscape Contractor Scope of Work

SECTION I – SPRING CLEAN-UP/MULCHING

During the last week of February, the Contractor shall clean up grounds and beds and remove winter debris, taking care not to remove beneficial mulch, topsoil, and pine needles. Clean up is to include the area along the Quaker Lane sidewalk and King St. fence lines. At the same time, the Contractor shall evaluate and make any necessary proposal for turf repair due to snow plow damage, etc.

SECTION II – LAWN CARE

A. TURF

1. All lawn areas, shrubs, and ground cover beds shall be cleared of trash and other debris, including bottles, cans, sticks, rocks, paper, etc., prior to mowing each week. All debris shall be removed from the site by the Contractor the same day.
2. Beginning the first week of April, mow turf weekly (except as otherwise specified below) – on the same day each week (weather permitting) – up to the King St. fence and the Quaker Lane sidewalk (note the sidewalk is outside the fence). Use a guideline of 3 - 3 ½ inches for grass length, depending on weather conditions.

Ideally, do not remove more than 1/3 of blade length off turf at any one cutting. To ensure a high quality cut, all cutting edges of the mowers are to be kept sharpened. Consider adjusting the schedule if it has rained the previous night or morning of scheduled mowing and grass is still wet.

Note: Grass should be cut shorter – to approximately 2 ½ inches – on the last mowing date of the season.

3. During the growing season (late March/early April to mid-November), all lawn areas shall be mowed 26 times, usually every 7 days, except as specified above.
4. Remove clippings within the pool enclosure before the pool opens at 10 a.m. Note that strip bordering Quaker Lane sidewalk must be mowed.
5. Where possible, use varied mowing pattern. Avoid using large mowers in sloped or shady areas and between fences, where possible, to avoid turf damage. The mowing of lawns will be closely supervised by the Contractor to ensure that proper equipment is used, i.e., use large riding mowers in open areas only and small hand-operated mowers in close, tight areas.
6. The Contractor shall leave grass clippings on the lawns every mowing beginning at the end of dandelion season in mid-May. If not the case, schedule will need to be adjusted and the designated Glen official notified by the Contractor.)
7. After each mowing, the Contractor shall trim around the walls, fences, buildings, air conditioning and cable equipment, light poles, trees, flower and shrub beds, and recreational areas (including pool area). Special care shall be taken with trimmer not to “scalp” grass borders around flower beds or to damage trees, roots, and wooden fence posts of patios. In any areas where tree roots are exposed, a string trimmer shall be used, taking care not to strike the roots.

8. The Contractor shall remove grass clippings and other debris from the sidewalks, walkways to unit entrance ways, curbs, tennis courts and court fences, and parking lots the same day as mowing takes place. When clippings are left on lawns, they are to be well distributed and not in piles or windrows. Mowing shall be performed to minimize grass being blown into shrubs, flowerbeds, or tennis courts.

B. EDGING

1. During the prime growing season, for alternate mowing, the Contractor shall edge sidewalks, walkways to unit entrance ways, and curbs – including the traffic circle, triangle areas, and entrances to courts. Total of 13.
2. Dirt and debris from edging shall be removed the same day edging takes place.
3. As needed, mechanical means shall be utilized or a biologically safe herbicide such as Scythe or Maltron II shall be applied to sidewalk cracks and curbs to eliminate weeds in these areas.

C. AERATING

When soil is somewhat moist but not wet:

1. Aerate all lawn areas thoroughly in September. Use equipment with hollow core tines inserted in the turf to a depth sufficient to pull up 2-3” cores to the surface. Plugs and soil pulled up when aerating should be left in place to decompose and add nutrients. Ensure that bare, hard areas are penetrated.
2. Use tractor aerator in larger areas of village only if this will not be detrimental to grounds.
3. Fall aeration shall coincide with overseeding and fertilizing operations.

D. FERTILIZATION

1. In designated Glen Courts, apply compost dressing (as approved by Glen landscape official) to the lawn areas.
2. In mid-October, and again in late November or early December (preferably following leaf removal), fertilize lawn areas, using 6,000 pounds of 9-1-4 100% Natural Fertilizer (or equivalent natural ingredient fertilizer, such as 16-2-4, a combination of poultry manure, nitrogen urea, and potassium). A minimum of 2 pounds of actual available nitrogen per thousand square feet shall be uniformly applied.
3. A soil analysis shall be taken to determine the actual type of fertilizer to be used. Based on appropriate soil testing, apply lime on an as-needed basis.

E. SEEDING/SODDING

In early fall, a lawn seeding and sodding plan shall be carried out by the Contractor after conducting a walk-through of Fairlington Glen with appropriate Landscape Committee members. Careful note shall be given to any areas damaged by snow plowing, other activities.

It is important that ground covering (other than ivy) be utilized in the back (outer) areas of the Glen. Because there are some areas (such as those that are heavily shaded) on which conventional turf will not grow, any plantings shall consist of a viable alternative to conventional grass, such as mulched

beds of low-maintenance groundcovers. Watering instructions must be provided residents. The instructions shall be prepared by the Contractor and dropped through residents' mail slots.

1. Coinciding with the aerating and fertilizing programs, all bare spots, thin areas, areas overtaken by weeds or moss in the lawns, including the traffic circle and strip between parking lots and sidewalks, shall be raked and overseeded during late August or early September at a rate of four (4) pounds per 1,000 square feet.

Bare spots are defined as any areas, patches, or strips that are vacant from the typical grass or grasses found in adjacent areas of the Glen. Thin areas are defined as areas that are not fully covered by the grass or grasses that are typical of the lawn areas throughout the Glen. Areas overtaken by weeds or moss are defined as areas in which predominant growth is moss or weeds rather than grass.

2. At the appropriate time in the Fall, power-seed all lawn areas, including traffic circle and triangles. Use Virginia/Maryland Certified seed variety containing improved tall fescue broadcast at a rate of 4-5 pounds per 1,000 square feet and applied in an even and thorough application. Check with the Virginia Extension Service for recommended varieties.
3. Contractor shall contact designated Glen Landscape Committee official as to an approximate schedule for seeding sufficiently in advance to permit residents to be notified as to the need for temporarily (and lightly) watering the seed.

F. WEED AND PEST MANAGEMENT

1. To control weeds, disease, and insects in lawns, emphasis shall be on biological controls and on maintaining healthy, regularly mowed lawns that discourage weed seeding and growth. Herbicides such as Trimec (with its components 2, 4-D, dicamba, and mecoprop [MCP]) that harm other plants and trees and endanger the environment shall not be used. Careful spot weed control with biologically safe herbicides may be used away from patio areas, the tot lot, and planting beds during dry weather.
2. In applying any herbicides, the Contractor shall consult the current Virginia Pest Management guide for turfgrass and shall keep in mind that the Extension Service prefers fall applications because of the lower likelihood of damage to ornamentals and garden plants.
3. As required by the Va. Condominium Act, Contractor shall provide advance notification at least 48 hours prior to all pesticide applications, including spot applications, in or upon the common elements. Such notice shall consist of (1) conspicuous sign(s) placed in or upon the common elements where the pesticide will be applied, and (2) emails to the designated Glen landscape. Notification signs shall include date(s) of applications, areas (Glen Courts or other common areas identified) where application is to take place, and name and major chemical components of sprays.
4. A relatively non-toxic safe weed control product, such as corn gluten, is to be applied to two or three designated lawn areas to prevent growth of weeds. Contractor shall recommend specific areas to focus on (such as particular Courts or the pool enclosure), on a rotating basis as needed. Seasonally, the schedule of application might be:
 - in early Spring after Crocuses bloom and Forsythias have begun to bloom; and
 - again in the fall between August 15 and September 15.

5. The Glen Management Agent or landscape official, as appropriate, shall provide the Contractor with a list of residents who wish to opt out of application of pesticides on the lawn by their units. The Contractor shall avoid applying the more toxic chemical pesticides at these addresses. Two exceptions exist to opting out:
 - when a “biologically safe” pesticide is to be applied,
 - when an emergency situation indicates there is a pressing need for Glen-wide application to protect the health and welfare of the community.

SECTION III – ORNAMENTAL TREES, SHRUBS, AND PLANT BED CARE

Contractor and Landscape Committee representatives shall complete a spring “walk through” in March and a fall “walk through” in early August. When replacement of existing trees or shrubs becomes necessary, drought- and pest-resistant plants are to be given preference. After a new plant or tree is installed, the Contractor shall provide watering instructions to the designated Glen landscape official.

A. PRUNING/TRIMMING

Pruning shall be performed in accordance with commonly accepted pruning practices. Care shall be taken to ensure Contractor personnel engaged in pruning activities are thoroughly trained and have thorough knowledge of the fundamental principles and purposes of pruning:

- to restore a proper balance between root and top growth;
- to remove injured, diseased, or dead wood;
- to increase the quality of flowers;
- to control the structure of a tree or shrub; and
- to guide the rejuvenation of old trees or shrubs.

The Contractor shall prune as follows:

Group I: Flowering Shrubs (Flowers on old growth)

To be pruned in May or June, immediately following blooming period.

Examples: Forsythias, Mock Orange, Spirea, Azalea

Group II: Flowering Shrubs (Flowers on new growth)

To be pruned in early Spring (April)

Examples: Pyracantha, Privet Hedge

Group III: Evergreens

To be pruned before new growth and to be pruned in early Spring (April)

Examples: Junipers, Arborvitae, Yews

Group IV: Shrubs and Ornamental Trees

To be pruned after active growth has ceased for Winter (late November or December).

Prune out dead, dying, diseased, and overhanging branches.

Contractor shall not prune shrubs located in shrub beds displaying a red reflector.

B. MULCHING

1. The Contractor shall clear all beds in March prior to first mowing to remove all debris left from the winter.

2. In early March, carve and mulch ornamental trees and shrub beds in courts, traffic circle and triangles, tennis court areas, and perimeter plantings along Quaker Lane and King St. to a thickness of 2 ½ inches, taking care not to remove topsoil.

Mulch shall come no closer than 2-3 inches of primary stem of shrubs (this is especially critical for assuring the health of azaleas and rhododendrons). Mulch is to be double shredded hardwood and be free from any large wood debris. Contractor shall exercise great care to avoid damaging or covering flowers or shrubs in beds during mulching. When carving a bed, care must be taken not to remove edging of turf and soil, thereby excessively enlarging beds.

3. Mulch street trees after oak pollen has been removed in late Spring.

Plant beds displaying a red reflector shall not be mulched.

C. WEEDING

When needed, thoroughly hand weed – no chemical herbicides – tree saucers, shrub and bedding areas, traffic circle and triangles. Exception: beds displaying red reflectors.

D. FERTILIZING

Deciduous, evergreen, and ornamental trees and shrubs shall be fertilized in April with a 4-6-4 or 5-10-5 controlled release fertilizer. After blooming, azaleas shall be fertilized by hand at a surface application of five pounds per 1,000 square feet. Fertilizer shall be spread evenly over bed areas.

E. MANAGING PESTS

The Contractor shall work with Fairlington Glen in moving toward an Integrated Pest Management (IPM) concept. Emphasis shall be on ‘cultural techniques’ (to keep plants healthy and growing vigorously), and ‘sanitation techniques’ (to quickly remove disease and insect infested parts of plants), with biological controls utilized whenever they exist for a particular problem. This is based on the premise that application of pesticides should usually occur after a problem has been detected that indicates a need for action rather than on an occasional preventive, wholesale basis. (Such a strategy is cost-effective when the Contractor makes frequent, e.g., once a month or more, visits to the Glen to examine plants.)

1. As required by the Va. Condominium Act, Contractor shall provide advance notification at least 48 hours prior to all pesticide applications, including spot applications, in or upon the common elements. Such notice shall consist of (1) conspicuous sign(s) placed in or upon the common elements where the pesticide will be applied, and (2) emails to the designated Glen landscape official. Notification signs shall include date(s) of applications, areas (Glen Courts or other common areas identified) where application is to take place, and name and major chemical components of sprays.
2. Pesticides in the form of relatively higher toxicity chemical controls shall be applied by the Contractor only after discussion with the designated Glen landscape official and as a last resort. They are to be employed according to the Virginia Cooperative Extension Service’s latest Va. Pest Management Guide. The intent is to minimize damage to target plants and surrounding plants of other kinds, to the environment, to beneficial insects, and to food crops that residents may grow. Spraying of chemical pesticides shall particularly be avoided around patios and the ‘Tot Lot’ area. In the event of a pesticide application, the same notification requirements as outlined in Section II. G. above apply.

3. The contractor shall have a certified inspector perform a site inspection 6 times (once a month from May through October). Except under emergency infestation circumstances, application of appropriate pesticide(s) shall first consider 'biologically safe' pesticides. If none of these are available or are deemed otherwise inappropriate, substances of relatively low toxicity shall next be evaluated for possible application. Only after these first two steps have been taken and found wanting shall pesticide(s) of higher toxicity be considered.

After IPM site inspection/treatment and before leaving the premises, the IPM Inspector shall fill out a report and give the original to the designated landscape committee official. To provide the Glen with information as to the status of its plants, the Contractor shall fill out a report form for each insect or disease problem found and mark on a Glen property map by code.

Pest and disease problems include aphids, bagworms (May), borers, cankers, chlorosis, fire blight, fungal blights, fungal leaf spots, lace bugs, gall formers, leaf-feeding caterpillars, leaf scorch and drought injury, nematodes, mealy bugs, mechanical injury, powdery mildew, salt toxicity (from deicing salts), root rot, scale, spider mites, tent-forming caterpillars, viruses, wilts, and winter injury.

4. As indicated in Section II, Subsection G., some residents may wish to opt-out from application of the more toxic pesticides on lawns next to their units. This opt-out also applies to pesticides applied on ornamental trees, shrubs, and plant beds. The exceptions to opting-out noted in Section II apply equally to Section III plantings.

F. LEAF REMOVAL

The Contractor shall remove leaves from parking lots, sidewalks, lawn areas and beds: in November - not later than one week before Thanksgiving; in December - not later than one week before Christmas; and in February – after a majority of oak leaves have dropped. Debris shall be cleaned up on the same day as leaves are removed, taking care not to remove existing mulch or soil. Where Willow Oak leaves cannot be satisfactorily blown away, they must be hand raked using a broad-pronged leaf rake, again taking care not to remove top soil or mulch.

G. OAK POLLEN REMOVAL

Remove fallen oak pollen from curbs and street trees. Refer above to Mulching Subsection B.5.

H. SCHEDULING

With respect to specified schedules, Contractor shall not be held liable for performance of work precluded by inclement weather; such work shall be completed when weather conditions allow. Delays due to inclement weather shall be duly recorded either in writing or by telephone through the Glen's Management Agent or designated landscape official.

I. ADVANCE NOTICE REQUIREMENTS

Contractor shall notify the Glen's Management Agent or designated landscape official at least two working days before any non-routine work is to commence and when such work is completed. Non-routine work is defined as everything other than mowing (e.g., pruning, chemical applications, fertilization, aeration, seeding, etc.).

The same advance notification requirement for application of pesticides stated in SECTION II – Lawn Care, Sub-section G., Weed and Pest Management, shall also apply for ornamental plants.

SECTION IV – CONTRACT ADMINISTRATION AND CONDITIONS

A. CONTRACT PERIOD

This contract is in effect January 1, 2010 through December 31, 2010. Contractor shall invoice the Fairlington Glen Council of Co-Owners in monthly installments. Contractor shall furnish monthly invoices of the specified materials used on the grounds, a list of all services performed, and dates of performance. Invoices received without the list of services performed and dates shall not be paid.

B. CONTRACTOR’S RESPONSIBILITIES

1. Follow contract specifications.
2. Make recommendations or suggestions that the Contractor feels will enhance the appearance of the Glen’s grounds.
3. Ensure that contract employees comply with conduct and management regulations.
4. When requested by the Management Agent, submit a separate cost proposal for additional work not originally specified in this contract. Agent shall issue a Letter of Intent or signature of proposal as authorization to proceed with work.
5. Furnish qualified supervisors to oversee **all** grounds operations, with the supervisor remaining on the property at all times.
6. Notify the designated landscape official at least 48 hours in advance of the start of a special project or any chemical application (excludes mowing, weeding, edging, and leaving of grass clippings). Inform the designated official as to how project is going to be performed.
7. The Contractor’s supervisor is to leave a statement of work performed (legibly written on Contractor letterhead) in the Fairlington Glen maintenance office when a job or project is completed. A Glen official will do a walk-through the next day to monitor performance.

C. IDENTIFICATION

Contractor shall ensure that his work crews are wearing a conspicuous form of identification (such as shirts with badges or armbands, etc.).

D. INSPECTION BY MANAGEMENT

Contractor shall assist the Glen Management Agent or any Glen designated representatives in connection with the execution of this contract for inspection of the grounds. At the Glen Management Agent’s request, Contractor shall attend any meeting related to Glen landscape management.

E. EQUIPMENT, LABOR, AND MATERIAL

1. Only trained personnel may operate landscaping equipment. Any damage caused by equipment must be reported to the Glen Management Agent on the day the damage occurs. The Contractor

shall repair damage to the grounds, buildings, cars, and personal property at his own expense.

2. The Contractor agrees to furnish all labor, machinery, fertilizer, seed, and IPM treatment materials to perform the landscaping outlined in this contract..
3. All work performed on site at Fairlington Glen shall be performed in accord with Occupational Safety and Health Act (OSHA) and state and local requirements.

F. SUPERVISION

Contractor agrees to furnish qualified supervision to oversee all operations. The supervisor for mowing operations must remain on the property at all times during the mowing to ensure a quality performance.

G. DEDUCTIONS

The Contractor agrees that the Glen may withhold any and all payments for damages or destruction, latent or otherwise, incurred to common property caused by poor performance or defective equipment or materials employed or utilized by the Contractor, or for unsatisfactory performance under this contract. The Contractor agrees that in addition to the foregoing, he is also liable to the Glen for actual damages assessed by the Glen for the replacement or repair of materials or services occurring under the Contractor's auspices. In the event of disagreement between the Contractor and the Glen in the withholding of payment or the assessment of damages, each agrees to appoint one person and these shall select a third person and the three persons shall resolve the disagreement by majority vote. The resolution shall be binding on both parties.

H. COMPLIANCE/TERMINATION

Should the Glen Managing Agent determine that the Contractor is not in compliance with this contract agreement, the Contractor shall be notified of such non-compliance in writing. Should such non-compliance not be rectified within 7 days from the date of notice, the Glen may terminate the contract with 7 additional days notice. The contract may be terminated by either party without cause upon thirty (30) days written notice. There shall be no termination fee charged by either party for any reason upon termination.

I. INSURANCE

The Contractor shall secure, pay premiums for, and keep in force until the expiration of this contract agreement, insurance written by companies acceptable to the Glen Council of Co-Owners and in the dollar amount hereinafter specified or as required by law, whichever is greater.

1. Workmans' Compensation & Employers' Liability Insurance
 - Statutory: Amounts
2. Comprehensive General Liability (or Blanket Liability), including Contractual Liability, Independent Contractors' Protective Liability, Products Liability and Completed Operations.
 - Bodily Injury Liability: At least \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - Property Damage Liability: At least \$1,000,000 each occurrence and \$2,000,000 annual aggregate

- Broad Form Property Damage Basis: “XCU” Exclusion relating to property damage caused by explosion, collapse, shoring, grading and underground utilities shall be removed when applicable.
3. Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles.
- Bodily Injury Liability: At least \$500,000 each person; \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
 - Property Damage Liability: At least \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

Contractor’s insurance policies shall name the Glen Council of Co-Owners and the Management Agent as additional named insureds. Any insurance required of the Contractor under this Agreement may be furnished by the Contractor under a blanket policy. Such blanket policy shall contain an endorsement that names the Glen Council of Co-Owners and Management Agent as an additional insured, references the premises, and guarantees a minimum limit available, equal to the insurance amounts required under the contract.

A copy of each paid-up policy, appropriately authenticated by the insurer, evidencing such insurance and containing the provisions specified herein, or a certificate by the insurer certifying that such policy has been issued, shall be delivered to the Council on or before the commencement of this Agreement and, upon policy renewal, not less than thirty (30) days prior to the expiration of such coverage.

The policies shall contain a provision that the insurer will not cancel or refuse to renew the policy, or reduce the coverage or limits provided by such policy, for any reasons, without first giving the Council thirty (30) days prior written notice by mail.

Contractor’s insurance policy or policies shall include a waiver by the insurer of all rights of subrogation against the Council, its directors, partners, officers, employees, representatives, members, and management agent that arises or might arise by reason of any payment under such policy or by reason of any act or omission of owner, its directors, partners, officers, employees, representatives, members, or management agent. Each policy evidencing the insurance to be carried by the Contractor under this Agreement shall contain a clause providing that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by the Council, and that any coverage carried by the Council shall be excess insurance.

4. Notice of insurance policy changes shall be furnished to the Management Agent.
5. The Contractor agrees that Fairlington Glen is exempt from any liability for damage, injury, or death caused by work performance.