

AGREEMENT FOR CHEMICAL TREATMENT FOR BURGESS BAY

This is a Contract Agreement (the “AGREEMENT”), by and between the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan Municipal Corporation, whose address is 7525 Highland Road, White Lake, Michigan 48386, hereinafter referred to as the “TOWNSHIP”, and AQUA-WEED CONTROL, INC, a corporation authorized to do business in the State of Michigan, whose address is 414 Hadley Street, Holly, Michigan 48442, hereinafter referred to as “CONTRACTOR”.

SCOPE OF WORK

1. CONTRACTOR shall be responsible for aquatic weed and algae control treatments on Burgess Bay, located in White Lake Township, Oakland County, State of Michigan. CONTRACTOR shall comply with the Scope of Work including the Treatment Plan as generally set forth in CONTRACTOR’s Contract for Treatment – 2025 – 2029, which shall hereinafter serve as CONTRACTOR’s proposal, attached hereto as Exhibit “A”, and in accordance with this Agreement.

CONSIDERATION

2. CONTRACTOR shall receive from TOWNSHIP as consideration for the services as contemplated in this Agreement, an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00) for the first year; an amount not to exceed Six Thousand Five Hundred Twenty-Five Dollars (\$6,525.00) for the second year; an amount not to exceed Six Thousand Five Hundred Fifty Dollars (\$6,550.00) for the third year; an amount not to exceed Six Thousand Five Hundred Seventy-Five Dollars (\$6,575.00) for the fourth year; and an amount not to exceed Six Thousand Six Hundred Dollars (\$6,600.00) for the fifth year, for the completion of the Scope of Work as set forth above. On an annual basis, once this Scope of Work has been satisfactorily completed, then payments shall be made.

TERM OF AGREEMENT

3. The term of this Agreement shall be for five (5) years commencing the treatment year of 2025. However, this Agreement may be terminated without cause, by any party hereto, at any time upon written notice to the other party. In the event this Agreement is terminated, pro-rated compensation will be paid to the CONTRACTOR for services performed to the date of termination.

CONTRACT DOCUMENTS

4. The documents which form the basis for this contractual understanding between TOWNSHIP and CONTRACTOR are as follows:

- A. This Agreement; and
- B. Contract for Treatment – 2025 – 2029, which shall hereinafter serve as CONTRACTOR’s proposal, attached hereto as Exhibit “A” and incorporated herein by reference; and
- C. Insurance Requirements, attached hereto as Exhibit “B” and incorporated herein by reference.

STANDARD OF PERFORMANCE

5. CONTRACTOR does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

INSURANCE

6. Notwithstanding the insurance provision in the Proposal, attached as Exhibit A, CONTRACTOR is agreeing to assume the responsibility for the job as described above and herein, and shall maintain at a minimum the insurance coverages as described in attached Exhibit B, at no additional charge to the Township.

GENERAL TERMS AND CONDITIONS

7. Indemnification by the CONTRACTOR: The CONTRACTOR shall indemnify, protect and hold the TOWNSHIP, its employees and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the CONTRACTOR’S personnel or equipment. This provision shall survive the termination of this Agreement.

8. Independent Contractor. The CONTRACTOR acknowledges and agrees that it is an independent contractor and is not an employee of the TOWNSHIP. As such, the CONTRACTOR

shall not be entitled to participate in any fringe benefit programs adopted by the TOWNSHIP, nor will the CONTRACTOR be reimbursed for any expenses incurred. The CONTRACTOR shall be responsible for paying all of its own taxes on monies received for providing services under this Agreement. The CONTRACTOR shall furnish all labor, materials, and equipment necessary to perform the Scope of Work as set forth above.

9. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

10. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

11. Survival. These conditions shall survive the completion of the CONTRACTOR'S services on this project and the termination of services for any cause.

12. Governing Law. The parties consent to the jurisdiction of Oakland County, State of Michigan.

13. Severability. If any provision of this Agreement is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

14. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth below:

If notice is sent to Contractor:

Aqua-Weed Control, Inc.
Attn: Dick Pinagel
414 Hadley Street
Holly, MI 48442

If notice is sent to the Township:

White Lake Township
Attn: Rik Kowall, Supervisor
7525 Highland Road
White Lake, MI 48383

With a Copy To:

White Lake Township Assessor, Dave Hieber @ Township Address Above

15. Assignability. CONTRACTOR shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent of the TOWNSHIP.

16. Conflict of Documents. Any conflict between the terms of this Agreement and the CONTRACTOR's proposal, attached as Exhibit A, the terms of this Agreement shall prevail.

17. Anti-Discrimination. The CONTRACTOR shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

18. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in this Agreement render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

19. Failure of TOWNSHIP to Insist on Compliance. The failure of TOWNSHIP to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of TOWNSHIP to insist on the future performance of any such terms covenants, or conditions, but the obligations of the CONTRACTOR with respect to such future performance shall continue in full force and effect.

[Remainder of page intentionally left blank – signatures on following page.]

CHARTER TOWNSHIP OF WHITE LAKE

Dated:

By: Rik Kowall
Its: Supervisor

AQUA-WEED CONTROL, INC:

Dated:

By: _____
Its: _____



July 18, 2024

EXHIBIT A

Cedar Island – Burgess Bay
C/o Sandy Brillinger
555 Burgess Drive
White Lake, MI 48386

For: Cedar Island – Burgess Bay

Thank you for your business this past summer. I hope you and your neighbors are happy with our work. If you are ever unsatisfied with our service, please call and we will take care of the problem promptly.

Aqua-Weed Control Inc. is one of the largest companies in Michigan specializing in aquatic weed and algae control in lakes and ponds. Aqua-Weed Control also offers water quality testing and “do it yourself” weed and algae control products including “Muck-Destroyer”, our own private labeled easy to apply muck reduction product. Please see the enclosed brochure for additional information about the products and services we offer or visit www.aquaweed.com.

Please find enclosed the contract, an invoice for the required permit fee, and the permit authorization form.

We will apply for your permit with the Department of Environment, Great Lakes, and Energy (EGLE) as soon as the above listed items are returned to us. It is ideal to apply for permits as early as possible so that your initial treatment is not delayed waiting for permit application processing. The EGLE may take up to 6 weeks to process your permit application so timely filing is important.

The purpose of the permit authorization form is to document your statement to the EGLE that you have obtained the proper permissions to authorize Aqua-Weed Control to treat your water body.

Details of the proposed treatments, including pricing, are listed on the contract. Treatments are conducted per your request and per a survey.

Aqua-Weed Control guarantees at least 90% control of the target plants and will re-treat the area at no additional charge if that level of control is not achieved! Additionally, we do not charge for lake surveys related to treatment planning or to attend your lake group meetings when requested.

Posting of Treatment Areas:

To better inform the lake residents, we will pre-post, at least 24 hours, before each application requiring a water use restriction. Postings of shoreline treatment areas will be conducted according to EGLE regulations. Signs will usually be posted by lawn stakes or, in limited situations, attached to thick barked trees, posts, or other suitable fixtures already on site. The removal of posting signs after the restrictions have expired is the responsibility of the homeowner.

Please find enclosed a copy of the “Lake Treatment Notice”. This notice lists the products that we use, and the water use restrictions associated with these products. Please copy and distribute this notice to each water body resident one time each spring as legally required, that is, at least 7 days before our first treatment yet not more than 45 days. This can be done via newsletter or e-mail. Please let us know if you require help with the distribution of this notice.

Also enclosed is a copy of the “Risk Benefit Statement” for your information and file and other information about Aqua-Weed Control Inc.

The herbicides and algaecides that we use are registered for use in Michigan waters by the EPA, Michigan Department of Agriculture, and then permitted by the Department of Environment, Great Lakes, and Energy.

Upon your request, we will have our insurance agent send you a Certificate of Insurance for both our general liability and workers compensation insurance.

Please call if you have any questions.

Sincerely,


Blake Cuthbert, MBA
Lake Manager



CONTRACT FOR TREATMENT – 2025 - 2029

Cedar Island – Burgess Bay, Oakland County, Lake = 144 s/a Treatment area = 3.5 S/A

Cedar Island – Burgess Bay SAD
 C/o Sandy Brillinger
 555 Burgess Drive
 White Lake, MI 48386

White Lake Township, defined as the water body property owners group (WBPOG) and as represented by the undersigned agrees to the following season treatment program and/or contract. The WBPOG is free to alter or change the treatment plan and/or contract because of the uncertainties of weather and weed growth. These changes will be discussed by the WBPOG and Aqua Weed Control and can result in a new agreement both in scope of service and cost. At any time the WBPOG may cancel this agreement by paying for all services provided to that date and informing Aqua-Weed Control of the cancellation.

Treatment Plan File for your EGLE permit during the Fall/Winter after receipt of the required paperwork and permit fee.

Treat as requested by WBPOG representative. *Please call to schedule treatment and or lake survey.* Treatments are conducted as agreed upon and approved by the authorized homeowner representative. Typically, treatment for nuisance vegetation is required 3 times per summer. Typical treatment schedule below:

- 1x late May for weed and algae control.
- 2x late June for weed and algae control.
- 3x late July for weed and algae control.

Primary target plants are exotic species such as Eurasian Water Milfoil and Curly-Leaf pondweed. Treat for targeted plants using current best management practices. Nuisance milfoils aggressively treated using systemic herbicides such as 2,4-D and/or Triclopyr or contact herbicides. Nuisance pondweeds and algae controlled as permitted by the EGLE using contact herbicides and algaecides. Treatment for lilies and other emergent plants as permitted, 40' x 40' near docks and beaches plus boat paths, using systemic herbicides and/or Clipper. Permit amendments may be required to treat native plants which EGLE may or may not approve. Targeted plant control effects expected 3 weeks post treatment.

Products are applied via surface and subsurface injection and/or granular application equipment. Aqua-Weed Control employs a large fleet of application boats, and other specialty equipment to respond to any conceivable weed control project on any size lake. Water body is posted with yellow water use restrictions signs 1 day before each application. No charge for lake surveys required for treatment planning. No charge to attend your association meetings. Services are invoiced after work completion.

Price per acre / or test site	2025	2026	2027	2028	2029
Algae Control	\$180	\$182	\$184	\$186	\$188
Contact Herbicides	\$250	\$253	\$255	\$260	\$263
Systemic Herbicides	\$580	\$583	\$585	\$588	\$590
Eel Grass	\$500	\$503	\$503	\$508	\$510
Additional Services					
Phosphorous Mitigation	\$500	\$503	\$503	\$508	\$510
Bio-Augmentation (Bacteria)	\$500	\$503	\$503	\$508	\$510
*Water Quality Testing	\$270	\$270	\$270	\$270	\$270
Yearly Budget	\$6,500	6,525	\$6,550	\$6,575	\$6,600

*Includes: Secchi Disk Reading, pH, Dissolved Oxygen, Conductivity, Alkalinity, Phosphates, Nitrates, E. Coli, Total Dissolved Solids, Chlorophyll α, and Salinity.

Permit Fee: EGLE permit fee for your water body is \$892.50. payable to the "Aqua-Weed Control". WBPOG is responsible for all permit fees.

Insurance: Aqua-Weed Control is insured as required by law. We will supply a "Certificate of Insurance" at no charge if requested. Additionally, you can choose to be added directly to our policy as an "Additional Insured"! Doing this adds White Lake Township to our policy and would require our insurance company to defend White Lake Township against a claim. Because of the additional cost incurred, we must charge \$75. for this additional coverage. Do you wish to be an "additional insured"? YES [If yes, \$75. will be added to your first invoice of the summer.]

Guarantee: Aqua-Weed Control guarantees at least 90% control of the targeted exotic plants or we will re-treat the area at no additional charge! Control of targeted plants expected 3 to 4 weeks after treatment.

Posting: Aqua-Weed Control will post the yellow water use restriction signs along the shoreline as legally required via stakes, stapling to larger trees or the best available alternative unless otherwise advised in writing by the WBPOG and then authorized by the EGLE. The WBPOG agrees to remove all posted water restriction signs after the longest restriction date has expired.

Cooperation: The WBPOG agrees to reasonably cooperate with Aqua-Weed Control regarding aquatic weed treatments and related matters. The WBPOG shall provide Aqua-Weed Control with a readily usable boat access to the water body.

Representative of Authority: The WBPOG represents and warrants that its representative has full authority to sign and bind the WBPOG to this contract and addendum documents such as the Authorization form.



Cedar Island Lake – Burgess Bay Contract 2025 - 2029
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Lake Treatment Notice: The WBPOG assumes responsibility for the distribution of the required lake treatment notice according to EGLE regulations (at least 7 days before the first application and not more than 45 days before). The lake treatment notice may be distributed electronically and/or by insertion/inclusion in your spring newsletter or by other means to comply with Michigan law.

Authority: The WBPOG authorizes Aqua-Weed Control to file documents with the EGLE to secure a permit and any permit amendments that may be required for chemical treatment of the water body. The WBPOG may be the permit applicant (permittee) and warrants that they have control of the lake bottom land where chemical treatment is requested to be performed and/or have obtained permission from all riparian owners for the pesticide applications proposed before treatment takes place and can satisfy State of Michigan law regarding such control requirements.

Using 2,4-D Granular Products: When using granular 2,4-D and/or granular endothall a drinking water well set back is required by the EGLE. They are: 75' from all wells; 250' from wells less than 30' deep (not very common). The EGLE may request well location information as part of the permit application. The WBPOG is responsible for locating the drinking water wells around the water body if requested.

Fish Kill Risk: By signing below, the WBPOG understands and accepts the risk of fish kills which are naturally and artificially inherent with any waterbody (road salt / sediment runoff, temperature fluctuations, rapid plant die off, etc...). Because of oxygen depletion concerns resulting in fish kills, particularly during the warmest months of the summer, herbicide and algaecide applications must be limited. Even with limited treatments, the risk of a fish kill remains. Aqua-Weed Control Inc. will take steps to limit the possibility of a fish kill event.

Terms and Conditions for Cancellation: Invoice is paid up to date and a phone call or email notice of termination.

Accepted and agreed to by: _____ Title _____ Date _____.

We agree to perform the above services for the agreed upon price. Because of the EGLE requirements and restrictions with respect to the amount and types of aquatic vegetation that we can control in a given water body / area (i.e. arrowheads, cattails, etc.) and environmental conditions (i.e. weather, water flow, plant chemical resistance, etc.) treatments may be limited. We value and appreciate each customer and will strive to achieve results that will satisfy your expectations. If at the time of treatment the job circumstances and conditions are different than anticipated we will discuss the problem before we do the treatment. These statements do not represent any change from the policies that we have successfully worked with since we began in 1975.

Blake Cuthbert, MBA
Aqua-Weed Control, Inc.

July 18, 2024
Date



Authorization Form

Our signature below authorizes Aqua-Weed Control, Inc. to file for our aquatic nuisance control permit.

It is the intention of the riparian owner/s of White Lake Township, Oakland County to treat for nuisance aquatic vegetation and/or algae as permitted by the Environment, Great Lakes & Energy (EGLE). We authorize Aqua-Weed Control Inc. to file all the necessary documents to secure a permit from the EGLE and to amend the permit as may be required. We also authorize that all required notices may be sent via electronic media to address given below.

- As is required by Michigan Law, the person signing below must have the proper authority from the Township to properly authorize Aqua-Weed Control, Inc. to file for your permit.
- As required by Michigan Law, the person signing below must secured proper permission from the riparian owners in the proposed treatment area and those riparian within 100 feet of the proposed treatment area. **These permissions must be maintained year to year (accounting for new residents moving into the treatment area) and must be made available to the EGLE upon request.** Individual permission is not usually required in the case of Lake Boards, Special Assessment Districts, Condo Associations, Apartment Complex Ponds and certain deed binding associations where riparian rights have been "deeded" to the homeowners association.
- As is required by Michigan Law the person signing below must distribute a copy of the "lake treatment notice" to each lake front riparian within the proposed treatment area plus 100' no later than 7 days before our first treatment and no sooner than 45 days (EGLE rule). A copy of the "lake treatment notice" is enclosed. Aqua-Weed Control will help with this process. The signature below acknowledges receipt of the notice.

The customer signing below acknowledges and agrees to fully perform all tasks and undertakings listed above. Failure to do so may result in sanctions by the EGLE against the Township, its aquatic nuisance control permit, and/or Aqua-Weed Control. This authorization form is intended to allow Aqua-Weed Control, Inc. to file for your aquatic weed control permit early so that the EGLE has ample time to process your required permit application each season. This authorization is in effect in perpetuity, unless the home/property is sold whereby the new property owner is required to sign a new form. This authorization can be revoked in writing by the property owner at any time.

Name of the association or group: _____

Signed by: _____ Title: _____ Date: _____

Please print name: _____

Address on water body: _____ (P.O. numbers not accepted)

City and Zip on water body: _____ Phone: _____

E-Mail Address _____ @ _____



July 18, 2024

INVOICE

EGLE Permit application fee

Cedar Island – Burgess Bay
C/o Sandy Brillinger
555 Burgess Drive
White Lake, MI 48386

For: Cedar Island - Burgess Bay-

TERMS: Upon Receipt

EGLE permit fee..... **\$229.50.**

Please make your permit fee check payable to **“Aqua-Weed Control Inc.”**
and forward to us at your earliest convenience.

Please call if you have any questions. Thank you for your business.

Cordially,

Blake Cuthbert, MBA

Exhibit B
(Insurance Requirements)

Aqua-Weed Control, Inc. shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force for the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to White Lake Township. The requirements below should not be interpreted to limit the liability of Aqua-Weed Control, Inc. All deductibles and SIR's are the responsibility of Aqua-Weed Control, Inc.

Aqua-Weed Control, Inc. shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Limits may be obtained using primary and excess/umbrella liability policies.

Environmental/Pollution Liability: Coverage for all pollution and environmental risks, including, but not limited to, Contractor's Pollution Liability and Pollution Legal Liability coverage, where applicable, with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

Additional Insured: Policy shall include an endorsement stating the following shall be Additional Insureds: White Lake Township, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Client as additional insured, coverage afforded is considered to be primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to White Lake Township as directed in the agreement under Notices.

Proof of Insurance Coverage: Aqua-Weed Control, Inc. shall provide White Lake Township at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, Aqua-Weed Control, Inc. shall deliver renewal certificates and endorsements to White Lake Township at least ten (10) days prior to the expiration date.