



**MARSH HARBOUR
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
JULY 15, 2022
10:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.marshharbourcdd.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
Marsh Harbour Community Clubhouse
1000 Marsh Harbour Drive
Riviera Beach, Florida 33404
REGULAR BOARD MEETING
July 15, 2022
10:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. June 17, 2022 Regular Board Meeting & Public Hearing.....Page 3
- G. Old Business
- H. New Business
 - 1. Consider Approval of Tree Removal Proposal.....Page 6
 - 2. Discussion Regarding of Lake Maintenance Proposal.....Page 7
 - 3. Discussion Regarding Landscape
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

PROOF OF PUBLICATION STATE OF FLORIDA

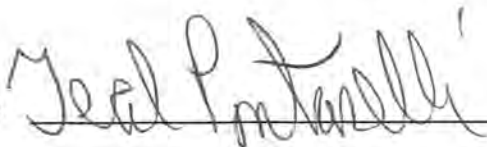
PUBLIC NOTICE

Before the undersigned authority, personally appeared Teal Pontarelli, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - PublicNotice was published in said newspaper in issues dated: first date of Publication 10/01/2021 and last date of Publication 10/01/2021. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

MARSH HARBOUR CDD
2501 BURNS RD
STE A
PALM BEACH GARDENS, FL 33410-5207

Invoice/Order Number:	0000662092
Ad Cost:	\$264.88
Paid:	\$0.00
Balance Due:	\$264.88

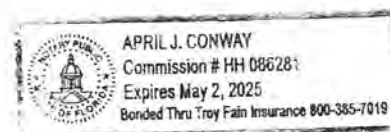
Signed



(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 6th day of October, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



Please see Ad on following page(s).

Invoice/Order Number: 0000662092
Ad Cost: \$264.88
Paid: \$0.00
Balance Due: \$264.88

**MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Marsh Harbour Community Development District will hold Regular Meetings at 10:00 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404 on the following dates:

October 15, 2021
November 19, 2021
December 17, 2021
January 21, 2022
February 18, 2022
March 18, 2022
April 15, 2022
May 20, 2022
June 17, 2022
July 15, 2022
August 19, 2022
September 16, 2022

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
www.marshharbourcdd.org
10-1/2021

0000662092-01

**MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 17, 2022**

A. CALL TO ORDER

The June 17, 2022, Regular Board Meeting of the Marsh Harbour Community Development District (the “District”) was called to order at 10:15 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 1, 2021, as part of the District’s Fiscal Year 2021/2022 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairperson Allen Walker, Vice Chairman Kent Pollock (via phone) and Supervisors Judy Briggs, Tasha Mullings and Nadine Sampson (via phone) constituted a quorum and it was in order to proceed with the meeting.

Staff present included: District Manager Sylvia Bethel of Special District Services, Inc.; District Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A; and Onsite HOA Manager Tara Bennett.

Also present were the following District residents: Monique Duckette and Howard Sinclair.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Bethel deleted the Election of Officers from the agenda and added a Lake Maintenance Proposal and Tree Root Removal.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 20, 2022, Regular Board Meeting

The minutes of May 20, 2022, Regular Board Meeting were presented.

A **motion** was made by Mr. Pollock, seconded by Ms. Briggs and unanimously passed approving the minutes of the May20, 2022, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

G. PUBLIC HEARING
1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in *The Palm Beach Post* on May 27, 2022, and June 3, 2022, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

There was no public comment on the Fiscal Year 2022/2023 Final Budget.

3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget

Resolution No. 2022-02 was presented, entitled:

RESOLUTION NO. 2022-02

**A RESOLUTION OF THE MARSH HARBOUR COMMUNITY
DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2022/2023
BUDGET.**

Ms. Bethel went over the budget, explaining that if the budget was left as is, it will help build up the reserve balance. Ms. Mullings and Ms. Briggs agreed with wanting to build up the reserve balance. Ms. Sampson inquired about changing security to keep assessments low. Ms. Bethel explained that assessments would go up even if security is changed. In addition, the current security company guaranteed the rate for two years; the other security company cannot guarantee that their rates will not increase after one year.

A **motion** was made by Ms. Mullings, seconded by Mr. Walker and unanimously passed approving Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

H. OLD BUSINESS
1. Security Rate Increase Update

Ms. Bethel directed the Board's attention to the Hi-Tek proposal, which includes a 10% increase. The Board reviewed the proposal and agreed to move forward.

I. NEW BUSINESS
**1. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting
Schedule**

Resolution No. 2022-03 was presented, entitled:

RESOLUTION NO. 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE MARSH HARBOUR COMMUNITY DEVELOPMENT
DISTRICT, ESTABLISHING A REGULAR MEETING**

**SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING
THE TIME AND LOCATION OF SAID DISTRICT
MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Pollock, seconded by Ms. Briggs and unanimously passed adopting Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting Schedule, as presented.

2. Discussion Regarding Lake Maintenance

Ms. Bethel reminded the Board that Ms. Bennett had asked at the last meeting if staff could see if Palm Beach Aquatics could add some extra visits for the lake and directed the Board's attention to the hand out. The Board requested that staff obtain more proposals.

3. Discussion Regarding Tree Removal

Ms. Bethel advised that Ms. Bennett had brought to her attention that a resident's patio was being lifted by a tree root. After discussion, the Board directed staff to obtain a proposal from John Russ.

J. ADMINISTRATIVE MATTERS

Ms. Bethel reminded the Board to complete and mail in their 2021 Form1 – Statement of Financial Interests were due on July 1, 2022.

She also reminded the Board that the qualifying period ends at noon today.

K. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:47 a.m. on a **motion** made by Mr. Pollock, seconded by Ms. Mullings and the **motion** passed unanimously.

Secretary/Assistant Secretary

Chairman/Vice Chairman

From: JOHN RUSS [mailto:john_a_russ@yahoo.com]
Sent: Monday, June 20, 2022 9:25 PM
To: Sylvia Bethel <sbethel@sdsinc.org>
Subject: Root removal

Russ Total Lawn Maintenance L.L.C.
1731 Ave F.
Riviera Beach Fl. 33404
John Russ

Marsh Harbour Community Development District,
The following is the proposal for the root removal project at **2026 Freeport** in Marsh Harbour . If you should have any questions please do not hesitate to contact me at: (561) 319-7110.

Root removal Proposal Introduction

This document proposes that Russ Total Lawn Maintenance will perform the necessary Root removal in an effort to provide a safe walk space for resident.
R.T.L.M. will be responsible for the following deliverables.

Deliverables

- Dig out and remove at least six feet of protruding root
- Intercept all roots from traveling under patio
- Dispose of all existing and generated debris

Compensation

Our complete price for this maintenance base on the deliverables outlined is, **\$350.00**

Thanks again for allowing Russ Total Lawn Maintenance to submit this proposal. Our company is small enough to give your property the attention it deserves and yet we are large enough to handle the equipment and labor necessary to do the job right and on time!



This Agreement for environmental services is entered into contract between **Aquatic Vegetation Control, Inc.** hereinafter referred to as **AVC**, whose address is 1860 W. 10th Street, Riviera Beach, Florida 33404, and submitted to **MARSH HARBOUR CDD** whose address is listed below, on the latest date of execution of this Agreement by both parties signature.

Page 7



Aquatic Vegetation Control, Inc.
1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

written work order signed by both parties, and will be at an extra charge over and above the cost specified in this agreement. This agreement is contingent upon strikes, accidents, or delays beyond our control. This agreement is subject to acceptance within 30 days and is void thereafter at the option of AVC. Each party shall acknowledge changes for any modifications, additions, and/or deletions to this proposal/agreement.

Plant Warranty/Guarantee Terms and Conditions- Aquatic Vegetation Control, Inc. (AVC) guarantees the plants' health and professional installation, if applicable, under normal site and weather conditions. AVC cannot be held liable for plant mortality under abnormal site and/or weather conditions, or acts of God. Plant sales and installation will be guaranteed for _____ days.

This agreement shall be in effect for a period of one-year. This agreement may be executed for an additional year or years on terms and conditions mutually agreeable to the parties and reduced in writing unless cancelled by either party in writing with 30 days notice via certified mail. We reserve the right to include a CPI increase not to exceed 5% per year with proper written notice to client.

Liability-The parties to this agreement understand that AVC bears responsibility for their own willful or negligent actions that result in damages or injury to persons or property arising out of the performance of this contract. Provided, however, the extent of any damages for which AVC may be responsible because of its negligence or willful activity, shall be limited to the amount of this contract.

All herbicides used in the program are approved by the Department of Environmental Protection. Safety and Data Sheets (SDS) are available upon request. AVC will assist customer in obtaining a permit from the Department of Environmental Protection, if required. AVC will furnish proof of liability, vehicle, worker's compensation, and pollution liability insurance upon request.

Proposal date: 6/27/2022 Proposal expiration date: 7/28/2022 Commencement date:

Aquatic Vegetation Control, Inc.
Project Manager/Point of Contact:
Kevin Damaso (561) 262-2471
Accepted By:

Salvador Medina Digitally signed by Salvador Medina
Date: 2022.06.28 09:17:26 -04'00'

Authorized AVC Signatory Salvador Medina

6/28/2022

Date

Accepted By:

Company Name

Authorized Signature

Name and Title

Date



Aquatic Vegetation Control, Inc.
1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

Contact Information

Please complete the following information upon acceptance of the agreement and return to our office.

Billing Information

Point of Contact: _____

Phone: _____ Fax: **(561) 630-4923**

Email Address: _____

Submit Bills To: _____

Federal Tax ID _____

Tax Exempt: _____ Yes (*attach exemption certificate*) _____ No

Send Bills: ☐ Mail ☐ Fax ☐ Email ☐ Other _____

Instructions for returning signed proposal:

Upon execution of proposal/agreement/contract, please return to:

Attention: Betsy Battista, Contracts & Billing Administrator
Aquatic Vegetation Control, Inc.
1860 W. 10th Street
Riviera Beach, Florida 33404

Phone: 561-845-5525 x204

Fax: 561-845-5374

Email: bbattista@avcaquatic.com

Executed proposals/agreement/contract can be mailed, faxed, or emailed.

Scope of Services Continued:

Repairs, mechanical breakdown, damage by others or vandalism to the aeration systems are not included in this proposal. Repairs to the aeration systems are \$65.00 per hour plus parts and supplies.



This Agreement for environmental services is entered into contract between **Aquatic Vegetation Control, Inc.** hereinafter referred to as **AVC**, whose address is 1860 W. 10th Street, Riviera Beach, Florida 33404, and submitted to **MARSH HARBOUR CDD** whose address is listed below, on the latest date of execution of this Agreement by both parties signature.

Page 11



Aquatic Vegetation Control, Inc.
1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

written work order signed by both parties, and will be at an extra charge over and above the cost specified in this agreement. This agreement is contingent upon strikes, accidents, or delays beyond our control. This agreement is subject to acceptance within 30 days and is void thereafter at the option of AVC. Each party shall acknowledge changes for any modifications, additions, and/or deletions to this proposal/agreement.

Plant Warranty/Guarantee Terms and Conditions- Aquatic Vegetation Control, Inc. (AVC) guarantees the plants' health and professional installation, if applicable, under normal site and weather conditions. AVC cannot be held liable for plant mortality under abnormal site and/or weather conditions, or acts of God. Plant sales and installation will be guaranteed for _____ days.

This agreement shall be in effect for a period of one-year. This agreement may be executed for an additional year or years on terms and conditions mutually agreeable to the parties and reduced in writing unless cancelled by either party in writing with 30 days notice via certified mail. We reserve the right to include a CPI increase not to exceed 5% per year with proper written notice to client.

Liability-The parties to this agreement understand that AVC bears responsibility for their own willful or negligent actions that result in damages or injury to persons or property arising out of the performance of this contract. Provided, however, the extent of any damages for which AVC may be responsible because of its negligence or willful activity, shall be limited to the amount of this contract.

All herbicides used in the program are approved by the Department of Environmental Protection. Safety and Data Sheets (SDS) are available upon request. AVC will assist customer in obtaining a permit from the Department of Environmental Protection, if required. AVC will furnish proof of liability, vehicle, worker's compensation, and pollution liability insurance upon request.

Proposal date: 6/27/2022 Proposal expiration date: 7/28/2022 Commencement date:

Aquatic Vegetation Control, Inc.
Project Manager/Point of Contact:
Kevin Damaso (561) 262-2471
Accepted By:

Salvador Medina

Digitally signed by Salvador Medina
Date: 2022.06.28 09:10:53 -04'00'

Authorized AVC Signatory Salvador Medina

6/28/2022

Date

Accepted By:

Company Name

Authorized Signature

Name and Title

Date



Aquatic Vegetation Control, Inc.
1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

Contact Information

Please complete the following information upon acceptance of the agreement and return to our office.

Billing Information

Point of Contact: _____

Phone: _____ Fax: **(561) 630-4923**

Email Address: _____

Submit Bills To: _____

Federal Tax ID _____

Tax Exempt: _____ Yes (*attach exemption certificate*) _____ No

Send Bills: ☐ Mail ☐ Fax ☐ Email ☐ Other _____

Instructions for returning signed proposal:

Upon execution of proposal/agreement/contract, please return to:

Attention: Betsy Battista, Contracts & Billing Administrator
Aquatic Vegetation Control, Inc.
1860 W. 10th Street
Riviera Beach, Florida 33404

Phone: 561-845-5525 x204

Fax: 561-845-5374

Email: bbattista@avcaquatic.com

Executed proposals/agreement/contract can be mailed, faxed, or emailed.



AQUATIC MANAGEMENT AGREEMENT

This agreement, dated July 1, 2022, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Marsh Harbour
C/o Special District Services
1000 Marsh Harbour Drive
Riviera Beach, FL. 33404

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

6 lakes totaling 7.8 acres located in Riviera Beach, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	\$825 / monthly
Border Grass And Brush Control To Water's Edge	Included
Trash Pickup-Monthly	Included
Aeration maintenance-quarterly	Included
Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included

Two visits per month for lake management with treatment as necessary. One visit per month for trash pickup. 4 visits per year for aeration maintenance..

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

Page 2

AQUATIC MANAGEMENT AGREEMENT

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. Addendums: See attached map, survey and report (where applicable).
 - A. Water testing as needed for the success of the aquatic weed control program.
 - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates-see attached sheet.
 - C. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
 - D. Definitions of services referred to in Paragraph 1 are as follows:

Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides.

Border Grass And Brush Control To Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line.

Page 3

AQUATIC MANAGEMENT AGREEMENT

Aeration maintenance – Quarterly preventative maintenance of aeration systems including pressure test, self-clean inspection for any air leaks, diffusers, vacuuming of enclosure. Change filters when needed. Additional repairs such as compressor replacements and rebuilt compressors will be performed as needed for an additional charge.

Trash Pickup – once a month pickup of small debris, plastic bags, bottles, cans, paper, etc. around lake perimeters.

Monthly Water Testing – As needed for the success of the aquatic weed control program.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

9. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE

DATE

Our programs include the following:

- **LAKE MAINTENANCE** - (2) Visits Per Month or (24) Visits per year
Lake maintenance Includes - Control of invasive vegetation such as, shoreline grasses, floating vegetation, algae and submersed weeds in and around ponds using boats, ATV, backpack. Control will be done using a combination of chemical treatments, mechanical removal and manual Removal using best management practices. All treatments will be done as needed.

 - **TRASH REMOVAL** - (1) Visits Per Month or (12) Visits per year
TRASH REMOVAL will be done every month for all trash around shoreline in each lake.

 - **FOUNTAIN / AERATION MAINTENANCE** - (1) Every 3 Months or (4) Visits per year
Routine inspection and preventative maintenance on aeration systems to reduce potential down time. PBA will notify property manager when air filters need to be changed or maintenance kits need to be purchased
- FUTURE RECOMMENDATIONS**
- *Annual Phosphorus Treatments* - On going preapproved Phoslock treatment done every winter. Phosphorus is the primary source of food for algae greatly reducing reoccurring algae growth. Phoslock should be applied to or bodies that I have an abundance of Nutrients. The longevity of each treatment can vary from (1 to 5 years) and is dependent upon how much pollutants are being washed back into the lake. For best results treatments should be done when no algae is present in late winter just prior to the start of summer.

 - *Annual Sonar Treatments* - On going preventive Sonar treatment done in November to control lily's and other submersed plants. Because Sonar treats the entire waterbody and works over a 60 day period is important to have the chemical in at the start of the target plants growing season (Summer and/or Winter)

FEES AND COSTS
Waterway management/Littorals/Services shall be provided by PBA

(MONTHLY) LAKE MAINTENANCE :	\$ 1,150.00	TOTAL (MONTHLY) PAYMENT :	\$ 1,150.00
(MONTHLY) LITTORAL MAINTENANCE :	\$ -	TOTAL (ANNUAL) COST :	\$ 13,800.00
(MONTHLY) PRESERVE MAINTENANCE :	\$ -	INITIAL HERE:	

PALM BEACH AQUATICS

Terms & Conditions

MATERIALS: Only chemicals, weed control products, or other materials which have been approved by federal or state authorities shall be used by PBA.

TERM OF AGREEMENT: This agreement shall be for a term of one (1) year. At the end of the term, this Agreement shall automatically renew for subsequent one (1) year terms unless terminated by either party as otherwise set forth herein. PBA agrees to commence treatment within fifteen (15) days from the date of acceptance of this proposal by customer (weather permitting). The prices for the services to be rendered by PBA shall be in effect for twelve (12) months from date of acceptance of this proposal; provided, however, that either party may cancel this Agreement by providing the other party with thirty (30) days written notice of cancellation. Subsequent to the initial twelve (12) month term of this agreement, PBA reserves the right to implement price changes for increases in PBA costs and services to be rendered under this Waterway and Environmental Areas Management Agreement upon the provision of thirty (30) days notice by PBA. In the event that customer agrees with PBA for additional services not provided for under the initial proposal herein, such price protection as is provided for in this paragraph shall not be in effect and the additional services shall be provided at PBA's customary rate for such services at the time that such additional treatments are initiated.

USE RESTRICTIONS: PBA agrees that it shall conduct the water/environmental areas management in a manner consistent with good practice and in accordance with such methods and techniques as are reasonably necessary to maintain control. Customer agrees to abide by such time restrictions during and following treatment as are directed by PBA including, but not limited to, water use restrictions. PBA does not assume, and customer specifically waives any liability on the part of PBA, for failure by customer to abide by such directions as to time-use restrictions and for any liability as to additional parties not placed in notice of such restrictions by customer.

ADMINISTRATIVE REMEDIES: PBA shall provide services hereunder in accordance with rules and regulations of any governmental, administrative, or regulatory body with jurisdiction over the services herein, but PBA reserves the right to pursue its administrative remedies as in compliance with such governmental directions. Services to be rendered during such pursuit of administrative remedies shall be performed by PBA in accordance with this Agreement irrespective of the pendency of the administrative proceedings unless PBA has been otherwise directed by the governmental agency involved.

DISCLAIMER AND TERMINATION RIGHT: PBA specifically disclaims any liability and damages, penalties or otherwise for failure or delay in the performance of services hereunder caused by circumstances outside of its control, including, but not limited to weather conditions, strikes, riots, governmental orders and regulations preventing performance, curtailment of supply of weed control chemicals or materials or other circumstances beyond its reasonable control. In the event of the occurrence of any of the above conditions, PBA shall give notice to customer of such condition preventing performance hereunder. Customer shall have the right within thirty (30) days thereafter to terminate this agreement by providing notice to PBA in writing of the termination of this agreement.

ASSIGNMENT: This agreement is not assignable by customers except upon prior written consent by PBA.

MODIFICATIONS: This agreement constitutes the entire agreement of the parties herein and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both PBA and Customer.

ATTORNEYS' FEES: PBA shall be entitled to reasonable attorney's fees (including appeal) for purposes of endorsement of the terms and conditions hereunder and shall be entitled to an award of reasonable attorney's fees (including appeal) together with costs and expenses thereof in the event of prevailing in litigation arising under the terms of this agreement.

NOTICE: Notice required hereunder shall be made in writing to customer's address shown in this proposal and to PBA at its main office.

3RD PARTY COMPLIANCE: If the customer requires PBA to enroll in any special third-party compliance programs, invoicing, or payment plans that charge PBA, those charges will be invoiced back to the customer.

MITIGATION PERMITS: It is the customer's responsibility to inform PBA of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. Customer agrees to provide PBA with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. PBA assumes no responsibility for damage to desirable plants where customer has failed to disclose such information to PBA. Maintenance activities in designated mitigation areas are proposed under the assumption that there are no outstanding compliance issues with county or water management district regulators. It is the customer's responsibility to inform PBA of any such issues prior to contracting PBA or contract will need to be revised to include any mandatory cleanups to resolve said compliance issues. PBA will grant 80% survivorship on all plants installed and maintained by PBA (Excludes Acts of God, vandalism or any causes outside the control of Palm Beach Aquatics).

BANK GRASS CONTROL: Under our "Bank Grass Control" program PBA will treat border grasses and brush to the water's edge. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. PBA is not responsible for removing said structures unless otherwise contracted.

LITTER: Individual litter items to be removed are limited to non-natural materials; such as; paper products, Styrofoam cups, plastic bags, and aluminum cans. Construction debris, shopping carts, discarded household appliances, or any other objects not considered litter are not included in the trash/litter removal service and their removal may be subject to additional charges.

ADDITIONAL SERVICES: Except as noted herein, additional work as requested by customer such as large debris removal, plant cutting and/or removal, washout repair, and other manual maintenance will be considered as extra work and is subject to separate invoicing.

DISPOSAL: Customer is responsible for providing an on-site location or dumpster for the disposal of collected materials. If customer is unable to provide PBA with access to such a site, customer will be responsible for any hauling or dumping fees that may be necessitated by the disposal of collected materials.

WATER BODY CONTROL STRUCTURE CLEANING/MAINTENANCE: Cleaning and maintenance activities listed in PBA proposals pertain to keeping inflow and outflow structures clear of vegetation or debris that may clog or disrupt proper flow and efficiency of structures. These activities do not include structural repairs and/or major sediment removals or underground clearings of built-up material. Sonar treatments to prevent or treat select submersed weed is not included.

FOUNTAIN SERVICES: **A)** Stammered fountain cleaning included in a service at no charge is a Superficial cleaning and includes the lights nozzle and float only. For all service request a diagnostic fee of \$125.00 for the first hour will apply. The diagnostic fee will be waived if the work is done by PBA but standard labor rates still apply. **B)** Fountain maintenance Program is a additional service that includes a detailed cleaning of entire fountain top, bottom and intake screen, testing of all control panel components to catch any issues before they happen. For all service with this program the first hour including the diagnostic fee will be waived. **C)** Any components that need to be replaced will be ordered and installed by PBA with written consent. If the part cost is under \$250.00 PBA will replace the part without a written authorization and billed as a separate invoice. standard PBA Labor rates may still apply.

WATER CHEMISTRY & BACTERIA TESTING: Any testing will be done per Pass's discretion and/or per request of property owner. Due to various tests and corresponding costs an additional proposal will be provided to Customer per desired test.

TRIPLOID GRASS CARP STOCKING & PERMITTING: A separate proposal can be provided upon request for stocking and permitting of triploid grass carp but is not included in this agreement.

Print Name

Client Signature

Date

JASON LEVIS

Print Name

PBA Signature

Date