



December 1, 2022

Bear Lake Lake Board  
c/o Darrell VanFossen  
138 N. Bear Lake Rd  
Muskegon, MI 49445

The following proposal is for your review for Bear Lake for the 2023-2027 seasons with a variety of services available. To highlight a few of the advantages to working with PLM: All billings are post service/treatment with itemized billing details. Reports and follow up information are readily available following service. In addition to any scheduled service, PLM is always available via phone or email for treatment/lake evaluation if something changes unexpectedly. Please review the following proposal and if any changes, additions, or modifications are required to suite your specific program needs, please contact me without hesitation.

**Management Program for 2023**

Aggressively controlling exotic species throughout Bear Lake utilizing systemic herbicides when available. Management will also include treatment of nuisance native plants (if requested), performing surveys (AVAS surveys when required), pre/post treatment surveys, and algae treatments if required.

Current challenges in our economy have significantly impacted the cost of herbicides for 2023. However, through advancements in our technologies, competitive buying power and PLM always working to have the lowest price structures available, we have been able to limit increases to our customers for next season. PLM will continue to work with all manufacturers/distributors directly to ensure your lake is provided the best unit rates available in the industry.

**Note:** Pricing for the 2023 season has not increased from 2022.

**2023 Unit Cost per acre:**

<b>Contact Herbicides</b>	<b>Rate</b>	<b>Cost</b>
Diquat, Exotics	1 gal/ac	\$160.00
Diquat, Natives	2 gal/ac	\$200.00
Aquathol K/Hydrothol 191, Exotics	1 gal/ac	\$175.00
Aquathol K/Hydrothol 191, Natives	2 gal/ac	\$210.00
AquaStrike	2.5 gal/ac	\$425.00
Flumioxazin with contacts	100 ppb/1 gal/ac	\$440.00
Flumioxazin 200ppb	200 ppb	\$520.00
<b>Systemic Herbicides</b>		
Renovate 3	3 gal/ac	\$275.00
Renovate OTF	180 lb/ac	\$730.00
Sculpin G	180 lb/ac	\$480.00
ProcellaCOR	1 PDU	\$115.00
<b>Other Services</b>		
Nautique (Eel Grass)	7.5 gal/ac	\$410.00
SeClear G (SSW)	50 lbs/ac	\$395.00
Chelated copper, liquid	1 gal/ac	\$60.00
Copper sulfate, chara	12 lbs/ac	\$75.00
Phoslock	110 lbs/ac	\$800.00

### Contract Period:

**Multiple Year Treatment Program:** As an incentive to establish a multiple year agreement, we will treat your lake or pond at the same price structure as 2023 for 2024. The remaining three years (2025, 2026 & 2027) will have cost increases of (5%) five percent or less. If total chemical cost increases 10% from the previous year, PLM will only pass on the percentage over 10%. Also, PLM or the BLLB may terminate this agreement with a 30-day notice as long as the BLLB pays all outstanding invoices for services already rendered.

**One Year Treatment Program:** Pricing is based on the type and the amount of vegetation or algae present at the time of treatment, as well as, the products applied. Unlike the multiple year program, an agreeable price structure is not contracted into a one-year program.

**Permit Fee:** PLM Lake & Land Management Corp. is responsible for completing and submitting aquatic nuisance permit applications. PLM Lake & Land Management Corp. will send an invoice for the yearly EGLE permit application fee. It is your responsibility to send a check made out to the "State of Michigan" to our office. We must include this check with the EGLE permit application.

**Note:** PLM will not use the BLLB, EGLE treatment permit to service any individual Bear Lake resident requests for private treatments.

### **Indemnification**

1. PLM agrees to indemnify, hold harmless, and defend the BLLB from and against any and all liabilities, penalties, forfeitures, suits, losses, damages, costs, and expenses (including costs of defense, settlement, and reasonable attorney, consultant, or other professional fees and the reasonable costs of investigation, containment, and cleanup), which the BLLB may incur, become responsible for, or pay out as a result of death or bodily injury to any person (including employees of either party to this contract and the employees of their contractors and subcontractors), destruction or damage to or lost of use of any property, contamination of or adverse effects on the environment, or any violation of government laws, regulations, or orders, to the extent caused by: (a) PLM's breach of any representation, warranty, term, or provision of this contract; (b) The negligence or intentional misconduct of PLM, its employees, agents, or representatives in the performance of this contract; or (c) Poor, improper, incorrect, or unworkmanlike performance of any of the work to be performed under this contract by PLM. However, such indemnification shall not apply to the extent such liabilities solely result from the BLLB's negligence or intentional misconduct, defective materials or work furnished by the BLLB or from a breach of this contract by the BLLB. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this contract or any other agreement of the parties.
2. PLM shall, at a minimum, purchase and maintain such insurance as will protect it and the BLLB from any and all claims which may arise out of or result from PLM's operations under this contract, whether such operations by itself or by anyone directly or indirectly employed by PLM, or by anyone for whom PLM may be liable. By way of example, such claims may include:
  - (a) Claims under workers compensation, disability benefit, and other similar employee benefits acts which are applicable to the work to be performed under this contract.
  - (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of PLM's employees under any applicable employer's liability law.
  - (c) Claims for damages because of bodily injury or death of any person other than PLM's employees.
  - (d) Claims for damages insured by usual personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by PLM or (ii) by any other person.
  - (e) Claims for damages because of, injury to or destruction of tangible property, including loss of use of that property, and
  - (f) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

**Posting of Treatment Areas:** Posting of shoreline treatment areas is the responsibility of PLM Lake & Land Management Corp. and will be conducted according to EGLE regulations. Due to EGLE guideline changes and specific residential concerns, posting fees may apply. Signs will be attached to thick barked trees, posts or other suitable fixtures already on site. If homeowners wish to have signs posted in designated areas or on specific fixtures they must notify PLM Lake & Land Management Corp., providing lake address, location of property, and where the signs are to be posted. Pictures are the most informative way to relay this information. Notification of alternate posting must be made at least 14 days prior to treatment and additional fees, payable by the homeowner, may apply. The removal of posting signs after the restrictions have expired is the responsibility of the homeowner.

**Note:** If a BLLB representative and/or designated person joins PLM on the vessel during the treatment, all appropriate safety precautions (PPE) must be taken. If at any time, PLM does not find it appropriate (due to weather or other unforeseen circumstances) for a BLLB representative to join during the treatment, it will be rescheduled or approval by the BLLB to proceed without a rep will be required.

**Notification of Treatments:** PLM will notify each resident within **100 feet** of the treatment area **at least seven days** in advance, **but no more than forty-five days** prior to the first treatment date, that products will be applied to the lake (with a provided list of addresses from the lake board). This notification requirement **must** be administered to each and every property owner within 100 feet of any treatment area. PLM Lake & Land Management Corp. will provide a tentative treatment schedule and the **Notice** of proposed products to be used during the spring of each year.

**Non-Target Species:** Please be aware that we only control certain weeds and algae **present** at time of treatment. Emergent vegetation (cattails, bulrush, purple loosestrife, lily pads) and beneficial native plants will not be addressed unless specifically mentioned in the management program. We have no control over future weed or algae growth based on the current chemicals registered for aquatic use in Michigan.

**Electronic Treatment Notification:** In addition to the above-required notification procedures, the Department of Agriculture allows for electronic notification i.e. email with the contracting entity. Therefore, if the contracting entity is a township, lake board, or municipality, you will also receive the same information that is being distributed to each resident (Posting Sign) prior to the treatment. By signing this agreement with PLM Lake & Land Management Corp and providing us the contracting entity email address, we can legally implement the electronic notification procedure.

**Text Message Pre-Treatment Notification:** In an attempt to enhance our communication, similar to the electronic notification procedure, PLM can provide pre-treatment communication via text message to contracting entities as well as lake residents prior to treatments. This notification will simply reference the proposed treatment date and will not accept reply text messages. This communication option will only be implemented if the client provides PLM with text message number.

**Invoicing and Payments:** PLM Lake & Land Management Corp. will submit a detailed invoice following service that will include all the pertinent information. Monies will be due net ninety (90) days after each service. Interest of 1.25% will be added to your bill for each additional sixty (60) days that payment is not received. All invoices are subject to a fuel surcharge of up to 1.5% of the total invoice when gas prices are on average \$3.00/gal (+/- 10%).


**Liability Issues:**

We are responsible for workman's compensation and liability insurance for the duration of the contracted period. PLM will add the BLLB as additionally insured on the liability insurance maintained by PLM.

PLM Lake & Land Management Corp. is not responsible for fish loss due to low oxygen levels caused during winter turnover or warm water conditions.

Please sign and check optional multiple year program or one-year program. Return one copy of this proposal by February 1, 2023.

For further clarification or modifications please contact.



Jaimee Desjardins, Environmental Scientist  
West MI Regional Manager  
PLM Lake & Land Management Corp.

**For: Bear Lake Lake Board**

Please Check Which Program you are participating in

**Multiple Year Program** \_\_\_\_\_

**One Year Program** \_\_\_\_\_

\_\_\_\_\_  
Electronic Notification email address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Text Message Number for Pre-Treatment Notification

\_\_\_\_\_  
Signature