

LAWRENCE

DDA MEETING

MAY 22, 2024

157 N PAW PAW STREET

Meeting called to order at 5:31pm with the following members present: Phil Glinnie, Mike Chappell, John Gritter, Kim Thompson, Steve Petersen, Chris Sariano, Dale Gribler. Guest Anne Cox, Jan Petersen

MINUTES: minutes of the March 27, 2024 (no April meeting) reviewed. Moved by Chris support by Mike to approve as presented. Carried

TREASURERS REPORT: no financials available. Dale will obtain current bank statement and attach to these minutes

FARMERS MARKET: Anne Cox reported her and Jan have met regarding transition of Market Manager. Consensus of the group to post the position of the Market Manager with a stipend of \$3,500 (budgeted). Anne presented to the committee an updated copy of farmers market rules and regulations. Lengthy discussion on the recommended mixture of 50% crafts. Pointed out that the allowable crafts are described in the rules. Majority felt to leave as written and allow the manager to monitor if there becomes an issue we can modify the rules. Motion by John supported by Kim to approve the updated rules and regulations (attached). Carried

Steve and Phil volunteered to assist Jan and Anne to select Market Manager.

FAÇADE: updated application with new budget numbers so the application will now be on the village website. Dale and Kim can now send out property owners notifications of the new grant application on line who have property in the DDA area.

Member Chris Sariano discussed his frustration with the Village and his building. Suggested that John, Chris and Theresa meet to hopefully resolve his

frustration. Also suggested he meet with the zoning administrator to ensure what is needed by the village for a ZBA meeting and requirements. It was expressed to Chris that our committee is committed to retain and encourage new business in the village.

STREETSCAPE: DPW received an engineers estimate to repave parking lot and drainage on Exchange Street at the Village Park (attached) which far exceed the \$30,000 the DDA committed in current budget to help the village for the cost. It was noted the DPW installed new gravel on Exchange Street today.

COMMUNITY DEVELOPMENT: Phil payed for the key to the village for presentation to Ms Lawrence \$55. Motion by Kim supported by Steve to reimburse Phil \$55 for the key to the Village. Carried

Phil presented the individual invoices for the performers for the Music in the Park and requested the checks be written and mailed to the performers. Explained to Phil that it creates a bookkeeping problem to pre print the checks and if for some reason the performance is not met to void and credit the account. The village will issue the checks at the end of each month when Phil confirms performances were completed and mail to the vendors. Motion by John supported by Chris to authorize the payment to performers at the end of each month when performances are approved by Phil and mailed directly to the vendors. Carried.

OLD BUSINESS: benches for the park are on order. The new 6 picnic tables for the park delivered.

Committee was advised that the Village just received the bill from the Sheriffs office for 3 reserves from last years Ox Roast. It makes it difficult to pay untimely bills when they carry over to the next fiscal year. This year we will advise the Sheriffs office we must have the bill within 60 days of service.

Kim advises that the treatment of the retention pond to control algae needs to be completed and it was discovered the LDFA was restricted from paying items such as this. Asked if DDA could pay for the treatment of the pond in the amount of \$2,500 be paid for by the DDA. Motion by Kim supported by John to

authorize payment not to exceed \$2.500 for 4 treatments to the retention pond at the industrial park. Discussion= pond is only 4 feet deep creating stagnate water, discovered last year the drain to the pond was full of debris placed by someone, suggestion to see if a fountain could be placed in the pond which would help with the stagnation and aesthetically would look nice for people entering the village. Motion carried.

Suggestion of placing a sign on facing S Paw Paw to designate the area as Braush Park, question about the brush piles Kim said the fire department is to burn them.

Next meeting June 26 at 5:30pm Village office

Meeting adjourned at 7:30pm

Lawrence Farmers Market 2024 Rules and Regulations

Saturdays 9:00am-1:00pm July 6th through October 5, 2024

Volunteer Market Master: Jan Petersen (269) 674-8730 cell (269) 873-4209
Village of Lawrence (269) 674-8161

Hi! Welcome to the Lawrence Farmers Market. Please read this information sheet over carefully, sign the indemnity form, and return it to the market master. Thank you for your cooperation.

Product Guidelines: It is the intent of the Lawrence Farmers Market to encourage the local production and distribution of food. In addition to fresh produce and cottage foods, food producers may carry a few handcrafted items. **Food products must be grown, produced, or hand-made within 50 miles of the market.** Other vendors may participate with special permission, with priority being given to agriculturally based items or items that enhance the total market experience. A minimum of 50% of vendors each week must sell locally grown produce, flowers or bedding plants. If a vendor sells both produce and art/crafts/soaps etc, we count them as a craft vendor. The Market Master will review all of the crafts vendor applications personally and confirm that everything sold is made by the applicant. We require slides or photographs of the work for first time craft vendors.

Permitted products:

1. Farm and Nursery Products including: Produce, Herbs (fresh or dried), meat, eggs, grains or birdseed mixes, Bedding plants, house plants, saplings or ornamental grasses that the seller grows. Vendor must provide all associated licenses to the Market Master upon application.
2. Value Added Foods: baked goods, salsas, sauces, marinades, jams, jellies, honey and pollen, mustards, cheese, coffee, tea, kombucha, soda. Please review Cottage Food Vendor requirements on the MDARD website. All products must be labeled according to State of Michigan requirements.
3. Art/ Craft and Personal Services: Soaps, lotions, lip balms, bath products, candles, original art and photography. Crafts should be have handcrafted components which dominate any commercial components in a way which makes the product unique. The Market Master retains the ability to approve or reject products based on the above criteria as well as the planned mix of season vendors.

Products NOT permitted

1. Anything you did not have a direct hand in making
2. Anything you are selling on consignment or purchased wholesale
3. Anything offensive to community taste standards
4. Anything not meeting the standards of the Lawrence Farmers Market
5. Anything commercially produced, assembled from commercially available parts, plans, kits or cast from commercial molds.

Fees: The market master will collect a fee of \$5.00 per week per vendor to cover advertising and miscellaneous market expenses. The Village of Lawrence Downtown Development Authority oversees market bookkeeping.

Booth Space: Vendors must be set up by 9:00 am and must commit to staying set up at the market until 1:00 pm. Location of booths is on a "first-come, first-served" basis. Vendors will provide any needed tables, chairs, sunshades, or awnings, which must be sturdy and clean. Tables are to be arranged to accommodate other vendors, using 8-10 feet of sidewalk frontage. Tailgate sales are acceptable. Vendors will clearly display their (farm) name and location at their booth. Products must not be sitting

on the ground and should be elevated high enough to prevent soiling. It is the vendor's responsibility to clean up his or her area before leaving. Please do not dispose of organic waste in village trash cans. Disputes: Disputes at the market will be resolved through an informal process with the market master or a committee of vendors formed to review the disputes.

License(s): All licenses are the responsibility of the vendor. If you sell nursery stock, perennials, cider, pet treats or bird food, you must provide a copy of your current license to the market master for our files. Cottage Food Vendors must comply with the Michigan Cottage Food Law PA 113. All cottage food items sold at the market must be properly labeled. Knowledge of Michigan Department of Agriculture food safety laws (www.michigan.gov/mdard) and any required food processing or preparation license(s) are the responsibility of the vendor. Sales Tax Licenses are the sole responsibility of the vendor.

Liability: Liability insurance shall be maintained by and is the sole responsibility of the vendor. The Village of Lawrence, its employees and affiliates, the Village of Lawrence Downtown Development Authority, and the market volunteers and coordinators shall not be held responsible or liable for any damages, theft or accidents that may occur while under the operating guidelines and regulations of the Lawrence Farmers Market.

Food Assistance Programs: The Lawrence Farmers Market participates in several USDA food assistance programs that require the exchange of fully reimbursable tokens or coupons. Please see market master for more information if you want to help provide community-wide access to fresh, locally grown food.

Lawrence Farmers Market 2024 Vendor Participation and Indemnification Agreement

I have read and understand the 2024 Lawrence Farmers Market Rules and Regulations. I acknowledge and agree to abide by the current Rules and Regulations of the Lawrence Farmers Market.

I further acknowledge and agree that failure to abide by all market regulations shall result in the loss of ability to sell at the Lawrence Farmers Market at the sole discretion of market management.

*The undersigned acknowledges and agrees, as a condition of approval of this application form to **defend, indemnify, and hold harmless** the Village of Lawrence, its agents, officials, and employees from all suits, claims, damages to person or property, causes of action or demands of any kind or nature whatsoever, arising out of, resulting from or in connection with the use of any and all Village Property associated by and through the Lawrence Farmers Market.*

I further acknowledge and agree to hold harmless and not responsible, the Lawrence Farmers Market, all volunteers of the Lawrence Farmers Market, the Village of Lawrence Downtown Development Authority, the Village of Lawrence, and the County of Van Buren, for any and all damages, theft or accidents that may occur, or damages arising out of the sales of my products, as a result from my presence at the market site as a vendor.

Further, as a provider of food and product at the Lawrence Farmers Market, I assume total responsibility for any food-borne illness affecting market attendees. I verify that all information I/we have provided about my farm and products for sale is true and accurate.

By signing this I acknowledge and declare that I have current liability insurance coverage at a level which shall be appropriate to my produce/products being sold through the Lawrence Farmers Market. I further acknowledge and agree that upon request, I shall provide a copy of my current liability insurance coverage for review and approval by the Market Master.

Signature of Vendor _____

Print Name _____

Address _____

Phone _____

Email _____

Products _____

The Lawrence Farmers Market is sponsored by the Village of Lawrence Downtown Development Authority

05/02/24 - Lawrence Community Development - May

6:10 pm — Lawrence Village Hall

Attendance: Phil Glennie, Mary & Andrew Muday, Klass Maring, Arnie Redsicker
Review April minutes - approved

Community Development Budget: no discussion

Halloween: Trunk or Treat - Saturday - 10/26/24 (times yet to be set)
- Phil to check with Conference Center and Methodist Church to participate
Trick or Treat - Thurs - 10/31/24 (times yet to be set by Village Council)

Christmas in The Village - Dec 14th 2024 (Paw Paw is 12/7, Hartford is 12/14)
8-11 am Breakfast at Legion (not group yet established to run it)
2-4 pm Santa at Library
7:00 Parade - recommended change from 6 to 7 by Chief Anchor, also is recommending changing parade route depending on traffic and possibility of semi parade
7:30 Light up Christmas tree in Park with Santa
7:30 to 8:00 Hot Choc and cookies at Legion

- **Discussion on whether Christmas Cards will be in park for 2024, also status of our Christmas tree in park if it is pruned to appear like a Christmas tree or replaced**

House Decoration Contests (Halloween, Xmas) - Christmas & Halloween.
- check with DDA if gift cards OK - No Discussion

Music in Park — booked for summer 2024

Miss Lawrence – Banquet in St Joseph 5/14 to award Key to the Village to Kennedi Klock

History Night – no discussion

New Business: no discussion

OLD (tabled) BUSINESS:

- **Open Mic at Freedom** – Mike Nein is running it now, 1st Wed of month
- **“Taste of Lawrence”**: No discussion
- **Community Dances** – No discussion
- **Local restaurant gift certificates** - no discussion
- **Artist Market** – Jeff Heaton in early August possibly, Jeff looking at various weekends for best fit
- **Safety Lecture Series** - No discussion
- **Recognition Day** – No discussion
- **Movie of the Month** – no discussion
- **Welcome Wagon** – Welcome mat ceremonies completed (2/17-Fruit Street, 3/16-Soule Farm Sweets). Will check with DDA for same for new hair salon and combined event for existing business (Freedom, Acapulco, SW Mich Feed Lawsons, Marathon) - no discussion

Adjourned 6:57 pm

Respectively submitted - **PJG**



SERVICES CONTRACT

CUSTOMER NAME: Lawrence Downtown Development Authority
SUBMITTED TO: Dale Gribler
CONTRACT EFFECTIVE DATE: June 1, 2024, through September 30, 2024
SUBMITTED BY: Camila Morao
SERVICES: Annual Maintenance Service Renewal

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The Annual Contract Price is **\$2,484.00**. SOLitude shall invoice Customer the total of **\$621.00 for the months June, July, August and September** for the Services to be provided under this Agreement. The term of this agreement is for a period of four (4) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

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by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent four (4) month terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. **PRICING.** The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. **INSURANCE AND LIMITATION OF LIABILITY.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some

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fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: Trina L. Duncan

Printed Name: Trina Duncan

Title: Business Manager

Date: 05/28/2024

Lawrence Downtown Development Authority

Signature: Dale Gribler
Dale Gribler (May 28, 2024 10:38 EDT)

Printed Name: Dale Gribler

Title: Chairperson

Date: 05/28/2024

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**

Customer's Address for Notice Purposes:

Lawrence DDA

Lawrence DDA

Lawrence DDA

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SCHEDULE A - SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the months of **June through September**.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the months of **June through September**.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on a **one (1) time per month** basis during the months of **June through September**. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.

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- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and

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- determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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