

# WATER MANAGEMENT AGREEMENT

2021 - 6049046

THIS AGREEMENT is made between SePRO Marine Bio, LLC, dba Marine Biochemists, with an office at N173 W21440 Northwest Passage, Jackson, Wisconsin 53037 (hereinafter "MB") and

Village of Random Lake

c/o Mr. Joe Huiras

96 Russel Dr., PO Box 344

Random Lake, WI 53075-

(w) (920) 994-4852

(h)

(hereinafter "Customer").

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Designated areas of Random Lake to be treated one time for control of underwater weeds and algae. Cost for Eurasian Watermilfoil control with Weedar 64 (3.0 ppm at 5' depth) will be \$584.00 per acre, Navigate Granular: \$646.00 per acre (100#/acre), \$887.00/acre (150#/acre).. Other plant species may be treated with the approval of the Wisconsin DNR at a maximum cost of \$615.00/ acre. Maximum cost, based upon a 20 acre with Weedar 64 at a concentration of 3.0 ppm at 5 ft. Depth will be \$11,680.00.**

**Marine Biochemists will process and pay for required DNR permit fee at an additional cost of \$1,445.00. Customer responsible for obtaining required Public Notice and providing copy of affidavit to MB, providing MB with a list of riparian owners and providing Notice to these individuals upon submittal of permit to DNR.**

**\*\*\*\*Final cost does not include treatment for algae. This will be treated at Customer's request at an additional cost of \$155.00 per acre. ProcelolaCOP Herbicide may be used on a limited basis with Customer approval at a cost of \$1,000.00/acre based upon depth of 4 ft. at application rate of 3 Prescription Dose Units per acre ft.**

**\*Customer may elect to have the entire lake treated with a lake-wide 2,4-D concentration of 0.350 ppm with WI DNR approval. Cost of this treatment will be \$14,623.00, based on the application of 318 gal. of Weedar 64 Herbicide (or equivalent). In the event that more/less product is used, final cost will be adjusted up/down by \$27.00/gal.**

1. **Agreement:** MB hereby agrees to provide Water Management Services described above, and Customer hereby accepts such services described above. Any and all terms and conditions not set forth herein shall be governed by MB's standard terms and conditions, attached.
2. **Term of Agreement:** The term of this agreement shall cover the period from 4/19/2021 and continue until 9/30/2021.
3. **Services Provided:** MB shall supply all necessary labor, materials, equipment and technical advice in providing Water Management Services to Customer. Customer shall provide a suitable boat launching site and pay any launching fees necessary to provide Water Management services in said water area where applicable.
4. **Cost and Terms of Payment:** The cost to Customer for Water Management Services supplied by MB shall be \$11,680 \* per service call wherein payments, upon credit approval, shall be due within 30 days following the completion of each service call.  
Where applicable, an additional fee covering permit cost and processing in the amount of \$1,445.00 is due with return of this Agreement.
5. **Permit:** It is understood between the parties that certain state and/or local permits shall or may be necessary prior to the commencement of Water Management Services, and the provisions of this Agreement are subject to all terms and conditions of any such permits and applicable state and/or local laws or regulation. MB shall apply for all necessary permits, and Customer will cooperate with MB in completing such applications and obtaining such permits. In the event the entire permit is denied, The Customer will receive a credit of \$0.00.
6. **Consulting Fee:** Where applicable, an additional consulting fee in the amount of \$0.00 is due with return of this Agreement.

- 7. Liability: MB's liability on any claim, loss or liability arising out of, or connected with this Agreement, the use of any services furnished hereunder, shall in all cases be limited solely to the correction of non conformities to the description of services hereunder. If for any reason MB is unable or fails to correct nonconformities as provided, MB's liability for damages arising out of any services provided hereunder for such failure, whether in contract or in tort (including negligence), law or equity, shall not exceed the amounts paid by Customer for that portion of the services or equipment that fail to conform. Except as otherwise stated herein, MB DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. It is specifically understood that MB shall not be liable under this Agreement for (i) any personal injury and/or property damage resulting from completed operations or any installed equipment, or (ii) lost profits, incidental, special, punitive or consequential damages, whether or not the possibility of such damages has been disclosed to MB in advance or could have been reasonably foreseen by MB.
- 8. Warning Signs: Customer shall take whatever action is reasonably necessary by means of posting of warning signs and otherwise, in order to prevent bodily injury and/or property damage, whether to persons, animals, or property, while Water Management Services are being conducted and/or completed Water Management Services.
- 9. Customer Authorization: Customer represents and warrants that this Agreement has been duly authorized by the Customer, and that the persons executing this Agreement have the authority to execute this Agreement on Customer's behalf.
- 10. Cancellation Fees: In the event that Customer terminates this Agreement for any reason prior to work being performed, or if treatment(s) cannot be conducted due to regulatory restrictions, the Customer agrees to pay MB a cancellation fee equal to 20% of Agreement costs unless otherwise noted.
- 11. Miscellaneous: This Agreement shall be construed under and in the Courts of the State of IN. This Agreement constitutes the entire understanding between the parties, and may be amended only in writing by the properly authorized representatives, successors, and assigns. This Agreement shall insure to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors, and assigns.

Addendum: \*

IN WITNESS WHEREOF, the parties hereunto set their hands and seals effective this Monday, March 1, 2021.

SePRO Marine Bio, LLC, dba Marine Biochemists

By: Brian J. Suffern 03/01/21  
 (date)

Name: Brian J. Suffern

Title: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_  
 (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MARINE BIOCHEMISTS**

Professional Water Management  
 N173 W21440 Northwest Passage  
 Jackson, WI 53037-

Phone: (262) 674-1781 Fax: (262) 674-1784

Random Lake—Sheboygan County, WI  
June 11, 2020 Treatment Map  
By Marine Biochemists



Key:

Red=Eurasian Watermilfoil (Weedar 64 Herbicide)

Blue= Eurasian Watermilfoil and Curlyleaf Pondweed  
(Weedar 64 & Aquathol-K Herbicides)

Marine Biochemists  
N173 W21440 Northwest Passage  
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