



MEMORANDUM

Comfort Lake-Forest Lake Watershed District

Date: April 1, 2024
To: CLFLWD Board of Managers
From: Mike Kinney, District Administrator
Subject: PLM Service Agreement for Flowering Rush and Purple Loosestrife Treatments



District Wide

Background/Discussion

The District has been working with PLM Lake and Land Management Corp. for many years to conduct its flowering rush treatments on Forest Lake and purple loosestrife treatments on Forest and Keewahtin Lakes. Most seasons, the total treatment costs are below \$20,000 and within the administrator's contracting authority.

For 2024, the flowering rush treatment methods have been altered slightly to be more aggressive, which has increased the price not to exceed to \$20,365. Among the changes made, PLM will be contracted to perform two shoreline walking treatments, in addition to their usual spot and area treatments. These changes are to ensure the District is meeting its flowering rush yearend reduction goals. Below is the flowering rush and purple loosestrife management plan for 2024:

Treatment Plan for Flowering Rush

1. June 15th – 30th: Spot Treatment
2. July 1st – 15th: Blue Water Science Delineation #1
3. July 16th – 31st: Shoreline Walk, Spot and Area Treatments as Needed
4. August 1st – 15th: Blue Water Science Delineation #2
5. August 16th – 31st: Shoreline Walk, Spot and Area Treatments as Needed
6. September 1st – 15th: Blue Water Science Delineation #3
 - Optional - Depends on results of the August 16th – 31st treatments
7. September 16th – 30th: Spot Treatments
8. October 1st – 15th: Final Assessment

Treatment Plan for Purple Loosestrife

1. July 15th – 31st: Staff Performed Delineation Surveys
2. August 1st – 15th: Area and Spot Treatments
3. September 1st–15th: Staff Performed Assessment Surveys

Staff recommends to approve the attached contract documents for the work described within.



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Recommended Motion

Proposed Motion: Manager _____ moves to authorize the Administrator to execute the contract, with non-substantive changes and on advice of counsel, with PLM Lake and Land Management Corp. for flowering rush and purple loosestrife treatments on Forest and Keewahtin Lakes in an amount not to exceed \$20,365. Seconded by Manager _____.

Attached

PLM Lake and Land Management Corp. Agreement, 2024 Treatment Quote, and PLM's AIS Performance Guarantee



Comfort Lake Forest Lake Watershed District
44 Lake Street South, Suite A
Forest Lake, MN 55025

This agreement, dated 3/4/2024 is made between **PLM Lake & Land Management (PLM)** and **Comfort Lake Forest Lake Watershed District (CLIENT.)**

I. Term(s): One Year

The terms of this agreement will be for the **2024** season. PLM will provide lake management services on behalf of the CLIENT in accordance with the terms and conditions of this agreement. If during the life of the agreement the DNR or other regulatory agencies significantly change the approved treatment procedures, either party may terminate this agreement upon giving notice as specified in section VIII (Termination Procedure.)

II. Agreement Offer Period

The offer contained in this Agreement is valid until April 30th, 2024 and must be returned to PLM office for acceptance by said date. If not accepted by said date, the offer shall be void and prices may increase.

The starting day of this agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing by both parties. Services shall be continuous without interruption.

III. Site(s):

PLM proposes to perform services at the following site(s):
Forest lake and Keewhatin Lake (Flowering Rush), (Purple Loosestrife) Washington County, MN

IV. Scope of Services:

1. Application of Herbicides

PLM will perform application of the following EPA and MDA labeled herbicides.

- a. Herbicide
PLM will apply MNDNR approved herbicides for control of target species. PLM will attempt to expose plants to target concentrations as specified by the product label.
- b. Water Depths and Volume
PLM will utilize the best available technologies to determine the water depth and treatment volumes.
- c. Timing of Application
Based upon the herbicide manufacturer's recommendation, PLM will apply the herbicide when growth and water temperatures have reached levels that provide optimal plant intake, to ensure the best CET (Concentration Exposure Time) can be achieved. Treatment will be conducted prior to plants reaching the surface, but following initiation of active growth and after they start elongating to the surface. Waiting for plants to mature slightly will likely inhibit rapid dilution by providing some impediment to rapid water exchange, and also ensure that the largest possible percentage of the plant community is active at the time of treatment.

V. Compliance

1. Posting and Notification

PLM will follow MNDNR requirements for posting chemically treated areas in public waters. The aquatic plant management rule requires (part 6280.0600, subp.2) that treatment areas are to be posted for at least 24 hours or the length of time of the longest water use restriction, whichever is greater. It is the homeowner's responsibility to remove expired NOTICE signs from their property. PLM shall give notice of the chemical treatment date to the MNDNR before beginning any application of chemical.

2. National Pollution Discharge Elimination System (NPDES) / State Disposal System (SDS) General Permit MNG87D000 Vegetative Pests and Algae Control Pesticide General Permit

PLM will comply with the following NPDES minimum requirements:

- a) The use of optimum amount of pesticide product and frequency necessary to control the target pest, consistent with reducing the potential for development of pest resistance.
- b) Perform regular maintenance activities to reduce leaks, spills or other unintended discharges of pesticides associated with the application of pesticide covered under the NPDES general permit.
- c) Maintain application equipment in proper operating condition by adhering to manufacturer's conditions and industry practices, and by calibrating, cleaning, and repairing such equipment on a regular basis. Ensure that equipment's rate of pesticide application is calibrated to deliver the precise quantity of pesticide needed to achieve greatest efficacy against the target pest.
- d) Monitor the amount of pesticide applied to ensure the optimal amount is used, regular maintenance is performed and equipment is in proper operating order.

- e) Track the area where application occurs to determine if a NOI needs submittal.
- f) Conduct visual monitoring during application and during any post application surveillance in and around the treatment area.
- g) Report adverse incidents that may have resulted from a discharge from the pesticide application within 24 hours, followed by a 15-day written report.
- h) Report spills, leaks or other unpermitted discharges immediately, followed by a 15-day written report.

3. *Compliance and Guidelines*

PLM will follow all of the MNDNR permit guidelines and label requirements for herbicide application. PLM proposes to treat the areas allotted in the permit(s) issued by the MNDNR. Additionally, PLM will comply with all rules in regards to pesticide application by the Minnesota Department of Agriculture. Pursuant to Minnesota Statute (18B.37) PLM will make available all Pesticide Application Records (PAR) of the treatments following each season. Copies will be retained for a minimum of 5 years.

VI. Schedule of Payment and Associated Fees*

1.

Treatment/Service	Price Per	Price
Area Treatment + Spot Treatment #1	Price Per Treatment	\$1,785.00
Spot Treatment #2, #3	Price Per Treatment	\$1,785.00
Area Treatment of Flowering Rush (Polygon)	Price Per Acre	\$206.00
Back Pack Treatment of FR Shoreline	Price Per Treatment	\$3,750.00
Purple Loosestrife Treatment (Keewhatin)	Price Per Treatment	\$850.00
Purple Loosestrife Treatment (Forest)	Price Per Treatment	\$1,785.00

*** POSTING OF NOTICE SIGNS:** All areas in public waters treated with pesticides must be posted with "Notice" signs prior to treatment in accordance with DNR posting instructions. Signs, and any buoys or other structures to which the signs are attached, must be removed within seven days after the last water use restriction has expired by **CLIENT**. After seven days, the signs and associated buoys or structures will be considered to be litter. If the client does not remove the notices PLM will charge \$400 to pick up after each treatment.

2. *Payments*

Payments will be due, Net 30 days following the date of invoice. All invoices paid after due date, will be assessed a late payment service charge of 1.5% per month or the maximum allowable by law, whichever is lower. Services shall be continuous without interruption. The **CLIENT** agrees to notify PLM in writing prior to the date of services if there is insufficient funding to proceed with the project. This notice will serve as dissolution of this agreement and no services will be performed unless funding is available. A NSF check will result in a \$25 charge.

VII. Address Change

In the event that PLM or **CLIENT** undergoes a change in address, notification to the other party shall be made by first class mail.

VIII. Termination Procedure

This Agreement may be terminated by either party by written notice. Notification must be sent by certified mail, return receipt requested, to **PLM Lake & Land Management, P.O. Box 328 Brainerd, MN 56401**. PLM reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products and fuel (over ten (10%) percent in one calendar year).

1. "Date of Termination" will be defined as: December 31st of the year in which "Notice of Cancellation" was received by **PLM**.
2. In the event that your account is not settled in full at the same time as your cancellation letter is received, PLM will continue to bill you until the contract expires. Settlement in full includes payment for all services performed as well as services proposed for the calendar year in which the cancellation letter is received by PLM.
3. Settlement in full shall be defined as payment to PLM through the effective "Date of Termination" as determined by the procedure outlined above.

IX. Insurance

PLM agrees to maintain the following specified insurance amounts: the CLIENT may request to be listed as additional insured.

<u>Type</u>	<u>Minimum Limits</u>
*General Aggregate	\$2,000,000
*Products-Completed Operations Aggregate	\$2,000,000
*Personal and Advertising Injury (Each Occurrence)	\$2,000,000
*Combined Bodily Injury and Property Damage	\$2,000,000
*Automobile Liability – Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$2,000,000
*Workers Compensation	State of MN Statutory Limits

PLM will carry professional liability at \$2,000,000 each occurrence, \$2,000,000 aggregate (retroactive date 03-01-1997) and also Aquatic Weed Control Pollution Liability \$2,000,000 each occurrence.

X. Defaults

If CLIENT defaults on any provision of this Agreement, CLIENT hereby agrees that PLM may at its sole discretion seek any or all of the following remedies:

1. *Termination of this Agreement*
In this event, CLIENT agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
2. *Imposition of "Collections Charge" for monies due*
If this action is deemed necessary, in the sole judgment of **PLM**, CLIENT agrees to pay PLM's reasonable attorney fees (including those on appeal), court costs, collection costs and all other expenses incurred by PLM resulting from this collection activity.

XI. Professional Consulting

PLM management and personnel are available by appointment for aquatic demonstrations and the use of visual aids designed to help understand aquatic management.

XII. Contract Documents

This Agreement constitutes the entire Agreement of PLM and the CLIENT. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both PLM and CLIENT.

XIII. Performance Guarantee

See attached Addendum.

This agreement, dated 3/4/2024 is made between **PLM Lake & Land Management (PLM)** and **Comfort Lake Forest Lake Watershed District(CLIENT.)** I have read and agree to the terms provided and hereby authorize PLM LAKE AND LAND MANAGEMENT to manage our water body and acquire all necessary permits on my behalf.

By: **PLM Lake & Land Management Corp.**
P.O. Box 328
Brainerd, MN 56401
Please return contract to the above address

For: **Comfort Lake Forest Lake Watershed District**
44 Lake Street South, Suite A
Forest Lake, MN 55025

Signature: *Patrick M Selter*
Print Name: Patrick Selter
Date: 3/4/2024

Signature: _____
Print Name: _____
Date: _____

Contact Information

Association Name: _____

Main Contact

Billing Contact

Contact Name: _____
Address: _____

Phone: _____
E-Mail: _____
Notes: _____

Contact Name: _____
Address: _____

Phone: _____
Email: _____
Notes: _____

PLM Lake and Land Management Corp.

Midwest Division
 Tel. 1-866-687-5253
 Office. 1-218-270-3338



2024 Flowering Rush Quote

Lake Name:	Forest, Keewhatin
Product:	Diquat, Triclopyr

Description	Area (Acres)	Depth (ft)	Rate (Gal/Acre)	Price/Gal	Units (Gal)	Site Estimate
Area Treatment of FR (Polygon)	15	4	2	\$103.00	30	\$3,090.00
Area Treatment + Spot Treat #1	15	4	2	\$103.00	30	\$1,785.00
Spot Treatment # 2	5	4				\$1,785.00
Spot Treatment # 3	5	4				\$1,785.00
Spot Treatment #4	5	4				\$1,785.00
Forest Lake PL Treatment	5	N/A				\$1,785.00
Keewhatin Lake PL Treatment	3					\$850.00
Back Pack Treatment of FR shoreline	16 miles	N/A				\$3,750.00
Back Pack Treatment of FR shoreline	16 miles	N/A				\$3,750.00
TOTAL:						\$20,365.00

Sincerely,

Patrick Selter
 Vice President
 PLM Lake and Land Management Corp.
 Midwest Division

PLM LAKE & LAND MANAGEMENT CORP. WOULD LIKE TO PRESENT OUR AQUATIC INVASIVE SPECIES PERFORMANCE GUARANTEE

PLM Lake & Land Management Corp. (PLM) is not only Minnesota’s most diverse, full service lake management company, but we also **guarantee** the performance of our herbicide treatments. Our experience and confidence in our abilities to manage your property makes this performance guarantee exciting for us to offer. What does our performance guarantee entail? Simply, if we do not achieve control of the target species within the expected area of impact, we will retreat that area at no additional charge pending permit conditions.

Prior to each treatment, PLM determines the expected area of impact via a pre-treatment assessment. At this time, the intent or goal of the treatment, target species and expected area of impact will be discussed with the appointed contact person of your water body. PLM utilizes the newest technology allowable to reduce the quantities of herbicides entering your water body, minimizing effect on non-target species, and, most importantly, allowing us to achieve control of the target species within the area of impact.

Depending upon the type of herbicide used, target species and permit conditions, timing of results will vary. However, if the client determines control does not appear effective, PLM will then inspect the area(s) of concern according to the performance guarantee guidelines.

Performance Guarantee Guidelines

Specific timelines and definitions of control associated with each herbicide and target species within the treatment area of impact. All guarantees are for the year of application, unless specified.

Product	Target Species	Control Timeline	Minimum acres for guarantee	
Aquathol K,	Curly Leaf Pondweed	7 to 21 days	5	80% Reduced Stature of Plant
Sculpin G	Eurasian Water Milfoil	14 to 30 days	2	80% Control of Whole Plant
Renovate OTF, Max G	Eurasian Water Milfoil, Hybrid Milfoil	14 to 30 days	2	80% Control of Whole Plant
Diquat	Eurasian Water Milfoil, Curly Leaf Pondweed, Flowering Rush	7 to 21 days	2	90% Reduced Structure of Plant
Liquid 2,4-D	Eurasian Water Milfoil	21 to 30 days	No guarantee	No guarantee
ProcellaCOR	Eurasian Water Milfoil, Hybrid Milfoil	7 to 21 Days	1	90% Control of Whole plant
ProcellaCOR	Eurasian Water Milfoil, Hybrid Milfoil	7 to 21 days	10	50% Control of whole plant for 3 years

PLM guarantees: The application of aquatic products per label rates to control plants present at the time of treatment pursuant of the terms outlined in the permit(s) issued.

Control timeline: Although control may be achieved before these timelines, and most likely will last many weeks or months later, we believe this is the opportune time to verify peak performance after treatment. Judgment of achieved control within the treatment area of impact must take place between these timelines.

Conditions: Temporary eradication of species is possible, however, environmental factors such as fragmentation, re-introduction, flow, rain, sediment type and temperature will vary treatment results and duration. When addressing invasive species such as Eurasian Water Milfoil, Flowering Rush and Curly Leaf Pondweed, total plant control may be achieved. Control will be defined as the difference measured in presence from the pre-treatment assessment and the post treatment assessment. PLM does not conduct post treatment evaluations unless specifically contracted by the client. It is the responsibility of the client to contact PLM in the event control levels are below values stated in table above. Control area will be assessed in surface acres.

Conditions of Re-treatments: If performance is not achieved, re-treatment of the target species within the original treatment area of impact will be re-treated at no additional charge within two (2) weeks of determination of failure. **Refunds and/or reductions in the cost of the initial treatment will not be authorized.** If permit limitations do not allow for re-treatment, PLM will offer to retreat these areas the following year. PLM may choose an alternate product for re-treatment at our discretion. PLM will only retreat the specific areas where the lack of control has been determined.