



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made this 5th day of October, 2022 by and between **Jonathan's Landing Property Owners Association, Inc.** ("Owner"), whose address is 3755 Barrow Island Road, Jupiter, Florida 33477 and **Aquatic Balance Inc P.O. Box 486, Palm City Fl . 34991**

**Work Description: Start up Fee - \$21,270.00, Lake Mgmt Fee - \$9200/monthly**

**Dollar Amount:**

WITNESSETH:

WHEREAS, Contractor is in the business of providing certain professional services in the County of Palm Beach, Florida.

WHEREAS, Owner desires to retain Contractor and Contractor desires to be retained, pursuant to the terms and conditions of this Agreement, to furnish all materials and perform the services necessary for completion of certain work at Owner's planned community located in Palm Beach County known as Jonathan's Landing.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

- 1) **Recitals:** The recitals set forth above are hereby incorporated into reference.
- 2) **Contract Work:** Contractor agrees to furnish professional licensed personnel and all other things necessary to perform the professional services ("Contractor Work") described in the attached proposal dated October 15th, 2022, related to the project, (herein collectively "Details"). The Contract Work shall be performed strictly in accordance with the Details.
- 3) **Performance Standard:** The Contract Work must be performed and completed in accordance with all the requirements of law and no Contract Work shall be undertaken until Contractor has been duly authorized by the Owner. Unless otherwise specified in the Details, the Contract Work must be performed in accordance with workmanship of the highest quality. Contractor in performing this Agreement acts as an independent Contractor and will provide all labor, tools, equipment and supplies for the performance of the Contract Work.
- 4) **Payment:** Subject to terms, conditions and requirements set forth in this Agreement, Owner agrees to pay Contractor for Contractor's complete performance of the Contract Work, the amounts stated in the proposal in accordance with the terms thereof ("Contractor Fee").
  - (A) The contractor shall submit in writing, draw or payment requests to the Owner when and in the amounts permitted by the Details, and if the draw of payment request and the Contract Work covered by the draw or payment request is in full compliance with the Details, the Owner shall pay the Contractor the amount specified in the draw or payment request within thirty (30) days of receipt of the draw or payment request.



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In the event that the Owner disputes any draw or payment request, the Owner shall, within fifteen (15) days of receipt of such disputed draw or payment request, provide Contractor with a written explanation of the nature and amount of dispute, including any requested hold, retainage or reduction of the amount specified in the details.

**(5) Time Periods:**

(A) The Contractor agrees to begin and complete Contract Work at the times to be specified in the proposal agreed upon by both parties. The proposal/fee schedule dated September 20th, 2022 \_\_\_\_\_, will be provided prior to commencement of the work as time is of the essence of this Agreement. Contractor shall accordingly pursue all Contract Work diligently, using such means and methods as will assure that the Contract Work is performed in accordance with the contract. Nothing in this proposal, however, grants to the Contractor the privileges to use means or methods that do not accord with sound and accepted practices or terms of the Agreement.

(B) Contractor will reimburse Owner for any damages incurred by the Contractor's failure to perform the Contract Work within the time fixed or in the manner specified. Upon written request by Owner, Contractor will furnish such evidence as Owner shall require concerning Contractor's ability to perform this Agreement in the manner and time specified.

(6) **Indemnity:** The fullest extent permitted by applicable law, Contractor agrees to indemnify, defend and hold harmless Owner and Jonathan's Landing Property Owners Association, and their respective members, successors, assigns, heirs, legal representatives, officers, directors, shareholders, employees, insurers and agents (herein collectively called "Indemnitees") from and against all claims, demands, actions, liens, compensatory damages, punitive damages, liability, costs, expenses and reasonable attorney's fees and defense costs to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its sub-contractors or anyone for whom the Contractor is legally liable.

**(7) Insurance:**

(A) Contractor shall, at its own cost and expense, maintain insurance coverage as described below:

(i) Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance for liability from damages because of injuries, including death, suffered by persons and for damage to property arising from Contractor's operations under this Agreement in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence or combined singles limit, as designated by Owner. Insurance furnished by Contractor under this Agreement will include broad form professional liability insurance and coverage for independent contractors and completed operations. The policy or policies will be endorsed to include Owner as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by Owner, and;



- (ii) Worker's Compensation Insurance as required by applicable law for design services business that does not include field work other than inspection;
  - (iii) Professional Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence, and;
- (B) All insurance coverages required by this Agreement shall be issued by companies with an A-VIII rating or better in the Best Guide and on forms acceptable to Owner, shall name Owner as an additional insured, and shall be written on an occurrence basis, and shall provide that the coverage thereunder shall not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. Certificates of Insurance or copies of policies shall be furnished to Owner
- (C) Contractor, for itself and for all those furnishing labor or materials to or through the Contractor (herein collectively "Sub-Contractor"), hereby agrees that any insurance policy (procured by Contractor and Sub-Contractor's on their own account) shall contain a waiver of any right of subrogation by the insurance carrier against Owner, its respective agents, servants and employees.

**8) Change Orders:**

- (A) Contractor understands that the Project may be modified or changed and, therefore, the details of the Project may require the performance of extra contract work. If any such changes are made, Contractor will perform the same, but only after receiving a written order for such performance from Owner, if being understood by Contractor that under no circumstances shall any extra contract work be performed unless and until such written order is given to Contractor by Owner. For any such extra contract work performed, Contractor shall be compensated by Owner in a reasonable amount. Owner may, at its election, omit items from the contract work whenever Owner deems it advisable to do so. If Owner shall notify Contractor of such omission, the omitted contract work shall not be performed and shall be deducted from the Contractor's Fee a reasonable amount to compensate for the omission.
- (B) If controversy shall arise at any time on a claim by Contractor that an item of contract work is not contract work, but extra work, Contractor shall nevertheless perform the same if directed to do so by Owner. However, to preserve Consultant's right to claim extra work compensation for disputed contract work, Contractor must, within five (5) days after the commencement of the disputed contract work, notify Owner in writing that Contractor is performing the same under protest. If any controversy shall arise at any time on a claim by the Contractor that an item of work should not be omitted, Contractor shall, within five (5) days of receipt of Owner's written notice of omitted work, will notify Owner of such claim but should not perform work unless authorized in writing to do so by Owner. Disputes as to compensation for extra work or deductions for omitted work shall be resolved pursuant to Section 9 below. Failing to respond to such written protest, it shall be deemed that the Contractor has agreed to Owner's contention that the work is not extra work but Contract Work, or that the omission of Contract Work is correct, as the case may be.



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The giving of timely notice provided for above is an express condition precedent to maintaining and remedial procedure pertaining to Contractor's claim.

- 9) **Arbitration:** Without limiting the operation of the Agreement, Contractor and Owner agree to submit any disputes arising under this Agreement to non-binding mediation; provided that applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot, in good faith, agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following the mediation, any such dispute will be resolved by binding arbitration by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association, or any other rules then prevailing in substitution of such Industry Rules. There shall be no interruption of contract work pending the arbitration. It is agreed that the initiation or continuance of a proceeding already initiated by Contractor is expressly conditioned upon such non-interruption of Contractor's performance and the arbitrator's jurisdiction shall be limited accordingly. The parties consent that any arbitration may be consolidated with any other arbitration concerned with the project to which the Owner and Contractor is a party and that a dispute shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are proper parties to such disputes.
- 10) **Owner's Cancellation:** Notwithstanding anything to the contrary contained herein, Owner reserves the right, at any time, in its sole and absolute discretion, to cancel this Agreement by notice to Contractor setting forth a date for the ending of this Agreement, no less than thirty (30) days from the date of the service notice. In that circumstance, Owner's liability shall be to pay the reasonable value of labor and materials physically incorporated in the contract work up to the effective date of cancellation, along with the value of material especially fabricated by Contractor for the contract work up to the date the notice of cancellation was given though not incorporated in the contract work but not reasonably usable elsewhere, less payments already made to Contractor.
- 11) **Notice:** No notice or other communication will be deemed given unless sent in any of the manners, and to the persons, specified in the Agreement. All notices and other communications hereunder will be electronically sent or in writing and will be deemed given: (a) upon receipt of delivered personally (unless subject to clause; (b) or if mailed by registered or certified mail; (c) at noon on the date after dispatch if sent by overnight courier; or (d) upon completion of transmission (which is confirmed by telephone or by statement generated by the transmitting machine) if transmitted by telecopy or other means of facsimile or electronic mail which provides immediate or near immediate transmission to compatible equipment in the possession of the recipient, in any case to the parties at the following addresses, telecopy numbers or electronic mail address (or at such other address or telecopy number or electronic mail address for a party as will be specified by like notice);

**IF TO CONTRACTOR** : **Name: Aquatic Balance Inc**  
**Address: P.O. Box 486**  
**Palm City, Fl. 34991**



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Phone #: 772-360-8115

Fax #: N/A

Email Address: [rick@aquaticbalance.net](mailto:rick@aquaticbalance.net),

[jon.aquaticbalance@yahoo.com](mailto:jon.aquaticbalance@yahoo.com)

Attn: Richard Anderson, Jonathan Sperr

OR IF TO OWNER :

Name: Sandy Matteson, GM

Address: 3755 Barrow Island Road  
Jupiter Fl 33477

Phone #: 561-743-2032

Fax #: 561-743-2062

Email Address: [sandy@jlpoa.com](mailto:sandy@jlpoa.com)

Attn: Sandy Matteson, GM

- 12) **Promotion:** Contractor will not use the project's, Owner's or any of the Owner's affiliates names, marks, logos or other designations for advertising purposes without the Owner's express prior written consent, and all such names, marks, logos and other designations of Owner will, at all times, be and remain the sold and exclusive property of Owner. The Contractor will have the right to portray this project as an example of the firm's project type history and in its professional body of work.
- 13) **Default:** In connection with the Contractor's performance of the contract work under the Agreement, if Contractor fails promptly and diligently to pursue its contract work, or to pay for all sub-contractor's labor, material or supplies used by it, or to comply with any time of performance standards pursuant to this Agreement, or to supply sufficient skilled professionals to execute Contractor's contract work, or to release any liens claimed against the project on which Contractor's contract work is being performed, or to maintain the insurance required in the Agreement or to withhold all taxes or contributions required by federal or state law, or breaches of other provisions of this Agreement or any provisions of any other contract or agreement between Owner and Contractor, Owner may declare Contractor in default of this Agreement and exercise its rights under this Agreement.
- (A) In the event of a default or breach of this Agreement by Contractor, in addition to, and without limitations or prejudice to, any other rights or remedies of Owner hereunder, at law or in equity, Owner, at its option, may:
- (i) instruct Contractor to perform, at no additional cost to Owner, such contract work that does not conform with this Agreement;
  - (ii) upon ten (10) days written notice, terminate Contractor's services hereunder, and;
    - (a) take possession of all the Contractor's original contract work product, and/or;
    - (b) complete the contract work of Contractor by whatever reasonable method Owner deems expedient;



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(iii) withhold, or seek reimbursement for, any payment to Contractor on account of any default or breach by Contractor hereunder to the extent that services have not been performed as stated in this Agreement and that the Owner deems necessary to protect Owner from loss or claims or to secure re-performance of non-conforming contract work.

14) **Confidentiality:** All information, materials or documents in any way regarding or relating to the Project or Owner or any of its affiliates or their respective businesses including, without limitation, any information requested by or provided to Contractor and all information developed or obtained by Contractor (collectively "Owner Information"): (a) shall be and at all times remain the sole and exclusive property of Owner; (b) shall not be used by Contractor for any reason or purpose except in direct connection with Contractor's performance of the contract work, and (c) shall not, without the express prior written consent and approval of Owner, be disclosed in whole or part to any person or entity. Contractor acknowledges that money damages would be an inadequate remedy for the injuries and damages that would be suffered by Owner in the case of Contractor's breach of the Agreement. Therefore, Owner, in addition to any other remedies it may have at law or in equity, will be entitled to injunctive relief to enforce the provisions of this Agreement. Contractor's duties and obligations under this Agreement shall survive the termination or cancellation of this Agreement for any reason. Contractor's liability for any breach of this Agreement shall not be subject to any limitation of liability provision contained elsewhere in this Agreement.

15) **Sub-Contractors:**

(A) Contractor shall not subcontract all or any portion of the contract work without written consent of Owner in each instance. In the event Contractor desires at any time to subcontract all or any portion of the contract work, Contractor must, in each instance, notify Owner in advance of its desire to do so, which notice must, at minimum, identify in detail the proposed Sub-Contractor and the contract work that the Contractor desires such proposed Sub-Contractor to perform. Owner reserves the right to accept or reject any proposed Sub-Contractor at any time and for any reason in Owner's sole and absolute discretion.

(B) Any part of the contract work (performed for Contractor by a Sub-Contractor authorized by Owner pursuant hereto) shall be performed pursuant to a written subcontract ("Subcontractor") between the Contractor and such Sub-Contractor. Each Sub-Contract must be at a minimum: (i) require the Contractor and such Sub-Contractor be performed in strict accordance with the requirements of this Agreement; (ii) require the Sub-Contractor to carry and maintain insurance of the types and in the amounts required of Contractor by this Agreement; and, (iii) provide that the Sub-Contract is freely assignable by Contractor to Owner and its assigns.

Owner may accept said assignment at any time and from time to time. Upon the acceptance of a particular Sub-Contract by Owner; (i) Contractor will promptly furnish to Owner the original signed copy of the designated Sub-Contract or purchase order(s); and, (ii) Owner will only be required to compensate the designated Sub-Contract for compensation accruing for services performed from and after the date on



which Owner accepts the Sub-Contract. Contractor will be solely responsible for promptly paying all sums due and owing by Contractor to the designated Sub-Contractor for contract work performed prior to Owner's acceptance of the applicable Sub-Contract.

(C) The terms and provisions of the Agreement shall survive the completion of the services and the termination or cancellation of this Agreement for any reason.

16) **Term:** The term of this Agreement shall commence on October 15th, 2022  
    , and shall terminate on October 14th, 2023, unless terminated sooner.

17) **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by the Contractor without the prior written consent of Owner. Owner shall have the right to assign its rights and obligations under this Agreement to any affiliated entity.

18) **General:**

(A) **Effect of Payment:** No payment made under this Agreement will be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment will be construed to be an acceptance of, or to relieve Contractor of liability for, Contractor's failure to perform its duties and obligations under this Agreement in accordance with the terms of this Agreement.

(B) **Successors and Assigns:** This Agreement and the terms, covenants, provisions and conditions hereof will be binding upon, and will inure to the benefit of, respective heirs, successors and assigns of the parties hereto, provided, however, that Contractor will not subcontract or assign this Agreement, or otherwise dispose of all or any portion of its right, title or interest herein, to any person or entity without the express prior written consent of Owner in each instance, which consent Owner may withhold for any reason in Owner's sole and absolute discretion.

(C) **Governing Law:** This Agreement and the respective rights and obligations of the parties hereto will be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions.

(D) **Independent Contractor:** Contractor will at all times be an independent Contractor and nothing in this Agreement will at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture as between Consultant and Owner. Contractor acknowledges that it will have no authority to bind Owner to any contractual or other obligation.

(E) **Non-Waiver or Rights:** All rights available to either party under this Agreement or any other document delivered hereunder or in connection herewith, or allowed by law equity, are and will be cumulative and may be exercised separately or concurrently and from time to time without waiver of any other remedies. No party hereto will be deemed to waive any right, power or privilege under this Agreement unless such waiver is expressed in a written instrument signed by the waiving party. The failure of any party hereto to



enforce any provision of this Agreement will in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Agreement.

- (F) **Entire Agreement:** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, representations, proposals, discussions and communications, whether oral or in writing, between the parties with respect to the matter of this Agreement. Quote dated September 20th, 2022, attached to this Agreement is hereby incorporated into this Agreement in its entirety by this reference. In the event of a conflict between the wording of this Agreement and the quote, the wording of this Agreement shall prevail. This Agreement shall not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.
- (G) **Invalidity:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provision of this Agreement will remain in full force and will be binding upon the parties hereto.
- (H) **Counterparts:** This Agreement may be executed in any number of counterparts. Each of which, when so executed and delivered, will be deemed an original, but all of which will together constitute one and the same Agreement.
- (I) **Headings:** The enumeration and headings contained in the Agreement are convenience of reference only and will not control or affect the meaning or interpretation of any of the provision of this Agreement.
- (J) **Jury Trial:** THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT, IF ANY, WHICH EITHER OR BOTH OF THEM WILL HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH WILL ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.
- (K) **Limitation of Liability:** UNDER NO CIRCUMSTANCES WILL OWNER BE LIABLE TO CONTRACTOR IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL INDIRECT CONSEQUENTIAL OR PUNITIVE DAMAGES.
- (L) **Authority:** Contractor represents to Owner that the individual executing this Agreement on behalf of Contractor has all requisite power and authority to execute and deliver this Agreement.
- (M) **Venue:** Venue for any dispute regarding or arising from this Agreement shall be Palm Beach County, Florida.
- (N) **Attorney's Fees:** The prevailing party in any dispute regarding or arising from this Agreement shall be entitled to payment of attorney's fees and costs.





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(O) **Drafting:** Consultant acknowledges that it has had the opportunity to have this Agreement reviewed by legal counsel. CONSULTANT HAS CAREFULLY EXAMINED THE DETAILS. CONSULTANT REPRESENTS THAT CONSULTANT FULLY UNDERSTANDS THE DETAILS AND HAS NO QUESTIONS CONCERNING SAME.

(P) **Owner's Manager:** Owner herein designates Sandra Matteson as Owner's Manager.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

\_\_\_\_\_.

**Witness:**

**Owner:** Jonathan's Landing POA, Inc.  
Sandra Matteson, JLPOA General Manager

\_\_\_\_\_  
Signature

*Donna Haran*  
\_\_\_\_\_  
Signature

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

*Donna Haran*  
\_\_\_\_\_  
Print Name

**Witness:**

**Contractor:** *Aquatic Balance, Inc*  
*Richard Anderson President*

*Lori Anderson*  
\_\_\_\_\_  
Signature

*Rick Anderson*  
\_\_\_\_\_  
Signature

*Lori Anderson*  
\_\_\_\_\_  
Print Name

*Richard Anderson*  
\_\_\_\_\_  
Print Name

*10/7/22*  
\_\_\_\_\_  
Date

*10/7/22*  
\_\_\_\_\_  
Date



**AQUATIC BALANCE INC.**

A Lake Management Co.

*Purpose Driven*

PO Box 486 Palm City 34991

772-360-8115

Richard Anderson License # CM6723

Jonathan Sperr License # CM23291

[rick@aquaticbalance.net](mailto:rick@aquaticbalance.net)

Commercial Spray Applicators, Installation of Fountain/Aeration products

Bio Gen Applications , Fish Stocking

Jonathan Sperr Project Manager 719-362-6202 [jon.aquaticbalance@yahoo.com](mailto:jon.aquaticbalance@yahoo.com)

See attached contract for detailed applied methods

FOUR CORNER INSURANCE (LIABILITY INS) Patricia Cappella (Agent) 7317 SW GAINES AVENUE  
STUART FL 34997 772-287-7336 [pat@4cornersinsurance.com](mailto:pat@4cornersinsurance.com)

State Farm Insurance (Auto) Frank Warren Insurance Agency 910 SW Martin Downs Blvd Palm  
City, FL 34990 772-286-7400 [jennifer@warrenagency.net](mailto:jennifer@warrenagency.net)

Workman's Compensation – Exempt

List of Projects – current clients

Grand Harbor– Lake Maintenance, Fountain installation

John's Island – Lake Management, Fountains

Frenchman's Creek – Lake Management, Fountains

Old Palm Community -Lake Management, Solar Aeration

Dye Preserve- Lake Management

Trump National – Lake Management

References

Admiral's Cove 200 Admirals Cove Jupiter, FL 33477

Bear's Club 250 Bears Club Drive Jupiter, FL 33477

Old Trail at Jonathan's Landing 16823 Captain Kirle Drive Jupiter FL 33477



**AQUATIC BALANCE INC.**  
A Lake Management Co.  
Purpose Driven  
POBOX 486 Palm City 34991

This agreement made this date set forth below, by and between Aquatic Balance Inc., a Florida Corporation, herein called ABI, Inc. and

DATE: November 01, 2022

NAME OF CLIENT: Jonathan's Landing POA

ADDRESS: 3755 Barrow Island Road Jupiter, FL 33477

Hereinafter called "CUSTOMER", the parties agree as follows:

**AQUATIC BALANCE INC.** shall provide a full service Lake/Pond Management with a minimum of 48 treatments per year \$ 9200.00 includes all chemicals and beneficial microbes. Water testing (Quarterly) cost plus 10%. Aeration & Fountain Maintenance - time (75.00 per hr) & materials.

Aquatic Balance Inc. will monitor water conditions in specified areas and provide EPA approved methods and chemicals to control unwanted algae and weed growth. Supply required equipment, licensed personnel and necessary products to perform work. Notify CUSTOMER of any water use restrictions before use of any products which may require such restriction. We can't make any guarantee of treatment results or time required to achieve a certain result due to the external natural and environmental conditions. Customer satisfaction is our top priority. We will make ourselves available for consultation as necessary.

CUSTOMER will designate a contact person for on site check in and provide access to work area for boat launches or buggy travel. Identify all pumping, irrigation and outfalls which will affect our work. Notify us of any water use changes. Trash pick up upon request at additional cost 75.00 per hr

Customer agrees to pay ABI, INC., its agents or assigns, the following sum for the specified services in this contract.

Lake/Pond Management Fee: \$ 9200.00 Monthly\*

Water Testing : Quarterly Cost plus 10%\*

Start-up Fee: \$ 21,270.00 includes all labor and extra chemical to start begin October 15, 2022

*\*Billed on account*



## AQUATIC BALANCE INC.

A Lake Management Co.

*Purpose driven*

PO BOX 486 PALM CITY, FL 34991

PHONE 772-360-8115

September 20, 2022

Jonathan's Landing POA

3755 Barrow Island Rd

Jupiter, FL 33477

Attn: Sandy Matteson

AQUATICBALANCE is happy to present a bid for lake maintenance at Jonathan's Landing. I would like to explain what and how we do things with expected timelines for progress. As you're aware there are some significant issues to overcome in the lake bodies. I would suggest the following course of action:

- 1) Remove as much bio mass you can mechanically
- 2) Come in and treat all submersed weeds and algae with chemicals which provide a quick drop out aquatic material in water column. This is a short term effort to get lakes looking better quickly. This should take about 6 weeks. All shore line grasses, algae all floating aquatic weeds and submersed weeds will be treated in the first weeks. We will supply at least 2 four man crews the first two weeks to get everything accomplished. This will be called the startup part of contract. It includes all man hours and extra chemical and eco socks to start project. It will be fairly intense yet will not restrict your irrigation needs at all.
- 3) Weekly maintenance of all aspects of lake issues, from shore line grasses to littoral maintenance to algae and weed control. We will start to treat what you call tape grass (Vallisneria) from the root up, likely using sonar. This will take 90 days achieve desired results, but should give almost a year of little to no growth. It's very safe and effective and good for irrigation at rates we will be using. We try to be on site to treat small issues before they become big issues. We will not give you a contract for bi monthly. I don't think it would be the correct path for your situation. We have had many difficult and problematic startups all were given weekly visits to be sure we are on same page. Great looking lakes!!

I would suspect by mid- December/ January we should be looking good (not perfect but much, much better) I always tell my clients to start seeing effects in 3 months and 6 months is my time period to have all issues fixed. So with that said our bid for lake maintenance, water testing and aeration/fountain maintenance is as follows:

### Lake Maintenance

Lake maintenance Start Up to start October 15 (*This will require you to hire some mechanical removal of floating biomass between now and Oct 15*).

Startup fee includes all labor extra chemical to start. \$21,270

Start date shall be October 15. Entire water bodies will have been gone thru twice in their entirety. This is to help shorten the time line of gaining control of lakes issues.

This Agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from the date and will automatically renew every year on the anniversary date unless written notice is received by Aquatic Balance Inc. through certified mail canceling 60 days prior to the renewal date.

If CUSTOMER requires ABI Inc. to enroll into any special third-party compliance programs invoicing or payment plans that charges ABI, Inc. those charges will be invoiced back to the CUSTOMER.

Under shoreline grass control program ABI Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. ABI Inc. is not responsible for such removal.

CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether they have direct legal ownership of the water areas specified. In the event said CUSTOMER does not directly own the areas where the services are provided, CUSTOMER warrants and represents that he had control of those areas to the extent that he may authorize the specified services and agree to hold ABI Inc. harmless for the consequences of such services not arising out of ABI Inc. negligence.

Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder cause strikes, riots, wars, acts of God, accidents, government order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind of those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels ABI Inc. is not performing up to its contractual obligations. Customer must notify ABI Inc. by US Mail of said cancellation. All monies must be paid to ABI Inc. owed through the last month of service.

Should it become necessary of ABI Inc. to bring action of collection of monies due and owing under the agreement, CUSTOMER agrees to pay collection costs, including but not limited to reasonable attorney fees (including those on appeal) and court costs, and all others expenses incurred by ABI Inc. resulting from such collection action.

CUSTOMER hereby consents to the assignment of the rights and obligations of this agreement in the above mentioned contract from ABI Inc. to other parties if applicable in the case of ownership change.

This constitutes the entire Agreement of the parties no oral or written changes may be made to this agreement unless authorized in writing by both parties.

**Authorized signature:**  
*Richard Anderson*  
.....  
**For AQUATIC BALANCE INC.**  
**Rick Anderson**  
  
**Date:** 09/20/22 .....

**Acceptance :**  
.....  
**Title or**  
**Position:** .....

**Date:** .....



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 4 CORNERS INSURANCE 7317 SW GAINES AVE STUART FL 34997-7332 INSURED AQUATIC BALANCE, INC PO BOX 486 PALM CITY FL 34991-0486		CONTACT NAME: Margaret Kapral PHONE (A/C No. Ext): (772) 287-7336 FAX (A/C No.): (772) 287-7049 E-MAIL ADDRESS: customerservice@4cornersinsurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: SCOTTSDALE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 89453

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADOL	INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:			CPS7345698	04/11/2022	04/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE COED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Necessary in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Jonathan's Landing Property Owners Association, INC

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Frank Warren 910 SW Martin Downs Blvd  Palm City FL 34990	<b>CONTACT NAME:</b> Frank Warren <b>PHONE (A/C, No, Ext):</b> 772-286-7400 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AQUATIC BALANCE INC 3387 SE BESSEY CREEK TRL  PALM CITY FL 34990-1803	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company	<b>NAIC #</b> 25178
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			G30 1965-A25-59A	07/25/2022	01/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE This form was system-generated on <u>September 19, 2022</u> . To obtain a signed form, please contact your Agent.

## SeSCRIPT Analysis Report: *Sailfish PT*

**Company:** Aquatic Balance  
**Address:** 3387 SW Bessey Creek Trail, Palm City FL 34990  
**Contact Person:** Jon Sperr  
**Phone:** 719-362-6202  
**Email:** jon.aquaticbalance@yahoo.com

**Project Name:** Sailfish PT  
**Surface Area:** 1.5 acres  
**Average depth:** 6 feet  
**Date Algae Sample Received:** 09/29/2020  
**SeSCRIPT Analysis Performed:** Algae and Water Quality Baseline Plus

### Algae ID Results Sailfish PT

Identification	Classification	Description	Density/Biomass (cells/mL)
<b>Sales Well (#1)</b>			
<i>Amphora</i> sp.	Bacillariophyta-Diatoms	Single-celled, planktonic	< 50
<i>Navicula</i> sp.	Bacillariophyta-Diatoms	Single-celled, planktonic	< 50

Some bacteria observed

Identification	Classification	Description	Density/Biomass (cells/mL)
<b>Lake Irrigation (#2)</b>			
<i>Amphora</i> sp.	Bacillariophyta-Diatoms	Single-celled, planktonic	< 50
<i>Monoraphidium</i> sp.	Chlorophyta-Green algae	Single-celled, planktonic	< 50
<i>Navicula</i> sp.	Bacillariophyta-Diatoms	Single-celled, planktonic	< 50

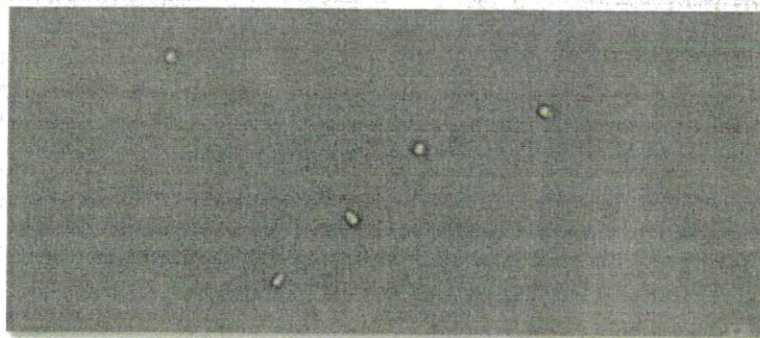
Some bacteria observed



*Algae ID Results (cont.)*  
Sailfish PT

Identification	Classification	Description	Density/Biomass (cells/mL)
Effluent In (#3)			
<i>No algae observed</i>			

Identification	Classification	Description	Density/Biomass (cells/mL)
Well Head Irrigation (#4)			
<i>No algae observed</i>			



**Water Quality Results**  
**Sailfish PT**

Analysis	Measurements	Description
Sales Well (#1)		
pH (SU)	7.8	Near neutral
Dissolved Oxygen (mg/L)	7.8	Acceptable for freshwaters
Conductivity ( $\mu$ S/cm)	2710.0	Higher than typical freshwaters
Alkalinity (mg/L as CaCO <sub>3</sub> )	139	Buffered
Hardness (mg/L as CaCO <sub>3</sub> )	418.8	Very hard
Turbidity (NTU)	2.6	Low

**Nutrient Results**  
**Sailfish PT**

Analysis	Measurements	Description
Sales Well (#1)		
Total Phosphorus ( $\mu$ g/L)	96.2	Very high amount: Hypereutrophic
Free Reactive Phosphorus ( $\mu$ g/L)	46	High
Total Kjeldahl Nitrogen (mg/L)	0.5	Low
Nitrates & Nitrites (mg/L)	0.1	Moderate
Total Nitrogen (mg/L)	0.6	Low
Chlorophyll a ( $\mu$ g/L)	< 10	Low

**Water Quality Results**  
**Sailfish PT**

Analysis	Measurements	Description
<b>Lake Irrigation (#2)</b>		
pH (SU)	7.9	Near neutral
Dissolved Oxygen (mg/L)	8.1	Acceptable for freshwaters
Conductivity ( $\mu$ S/cm)	2790.0	Higher than typical freshwaters
Alkalinity (mg/L as CaCO <sub>3</sub> )	137	Buffered
Hardness (mg/L as CaCO <sub>3</sub> )	433.5	Very hard
Turbidity (NTU)	3.8	Low

**Nutrient Results**  
**Sailfish PT**

Analysis	Measurements	Description
<b>Lake Irrigation (#2)</b>		
Total Phosphorus ( $\mu$ g/L)	88.7	High amount: Eutrophic
Free Reactive Phosphorus ( $\mu$ g/L)	56	High
Total Kjeldahl Nitrogen (mg/L)	0.5	Low
Nitrates & Nitrites (mg/L)	0.1	Moderate
Total Nitrogen (mg/L)	0.6	Low
Chlorophyll a ( $\mu$ g/L)	< 10	Low

**Water Quality Results**  
Sailfish PT

Analysis	Measurements	Description
<b>Effluent In (#3)</b>		
pH (SU)	7.7	Near neutral
Dissolved Oxygen (mg/L)	7.9	Acceptable for freshwaters
Conductivity ( $\mu$ S/cm)	1479.0	Acceptable for freshwaters
Alkalinity (mg/L as CaCO <sub>3</sub> )	144.3	Buffered
Hardness (mg/L as CaCO <sub>3</sub> )	199.5	Very hard
Turbidity (NTU)	2.6	Low

**Nutrient Results**  
Sailfish PT

Analysis	Measurements	Description
<b>Effluent In (#3)</b>		
Total Phosphorus ( $\mu$ g/L)	3686.1	Very high amount: Hypereutrophic
Free Reactive Phosphorus ( $\mu$ g/L)	3679	Very high
Total Kjeldahl Nitrogen (mg/L)	< 0.1	Low
Nitrates & Nitrites (mg/L)	17.1	Very high
Total Nitrogen (mg/L)	17.1	Very high
Chlorophyll a ( $\mu$ g/L)	< 10	Low

*Water Quality Results*  
Sailfish PT

Analysis	Measurements	Description
<b>Well Head Irrigation (#4)</b>		
pH (SU)	7.8	Near neutral
Dissolved Oxygen (mg/L)	7.8	Acceptable for freshwaters
Conductivity ( $\mu\text{S}/\text{cm}$ )	3870.0	Higher than typical freshwaters
Alkalinity (mg/L as $\text{CaCO}_3$ )	168.2	Buffered
Hardness (mg/L as $\text{CaCO}_3$ )	612.8	Very hard
Turbidity (NTU)	2.4	Low

*Nutrient Results*  
Sailfish PT

Analysis	Measurements	Description
<b>Well Head Irrigation (#4)</b>		
Total Phosphorus ( $\mu\text{g}/\text{L}$ )	23.3	Moderate amount: Mesotrophic
Free Reactive Phosphorus ( $\mu\text{g}/\text{L}$ )	6	Low
Total Kjeldahl Nitrogen (mg/L)	0.5	Low
Nitrates & Nitrites (mg/L)	0.1	Moderate
Total Nitrogen (mg/L)	0.6	Low
Chlorophyll a ( $\mu\text{g}/\text{L}$ )	< 10	Low

## SeSCRIPT Discussion

The algae and water sample collected from Sailfish PT was received on 09/29/2020. Based on results from the water quality and algae analyses, proposed treatment recommendations for control of the problematic algae and nutrient management in Sailfish PT were determined (see below).

Follow all product label instructions. Check with the appropriate local and state agencies for product restrictions and permit regulations prior to use.

### SeSCRIPT Treatment Guidance

### Sailfish PT

#### ALGAE MANAGEMENT

In order to control the targeted algae at this site, apply:

**SeClear algaecide and water quality enhancer at a rate range of 1.3-2.6 gallons/acre foot (0.2-0.4 mg Cu/L).**

Contact your SePRO Aquatic Specialist for further guidance on final application rate selection, technique and frequency based on project objectives, site conditions, algae location and density at treatment time.

#### PHOSPHORUS MANAGEMENT

Analysis of the water quality parameters in this pond revealed this system is **hypereutrophic/ eutrophic/ hypertrophic/ mesotrophic**. Based on these site-specific water parameters, consider implementing one of the following Phoslock phosphorus removal solutions to restore water quality in your water body.

**Recovery Solution:** Improve water quality by incorporating strategic applications of Phoslock to remove free reactive phosphorus from the water column. Integrate with SePRO algaecide applications as needed to control algae and achieve desired water quality objectives.

**Reset Solution:** A more comprehensive solution to water quality restoration. Reset the ecological clock and restore water quality in your pond by implementing a Reset application strategy customized by water body. This Phoslock solution targets and permanently removes phosphorus in the water column and accumulated in water body sediments over time. A sediment sample is ideal for this prescription.

*Contact your SePRO Aquatic Specialist for additional guidance on development of a custom Phoslock prescription based on site conditions and water quality management objectives.*

**Rory Roten**, SePRO Aquatic Specialist, Florida  
Phone: 321-890-4367 Email: roryr@sepro.com

## Water Quality Analysis Explanation

These water quality parameters are essential to document the condition of a water body and design custom treatment prescriptions to achieve desired management objectives.

<p><b>pH:</b> Measure of how acidic or basic the water is (pH 7 is considered neutral).</p> <p style="text-align: center;"> <span style="color: red;">&lt;6 notably acidic</span>                <span style="color: green;">6 - 9 standard for typical freshwaters</span>                <span style="color: blue;">&gt;9 notably basic</span> </p>														
0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<p><b>Hardness:</b> Measure of the concentration of divalent cations, primarily consisting of calcium and magnesium in typical freshwaters.    <i>0-60 mg/L as CaCO<sub>3</sub> soft; 61-120 moderately hard; 121-180 hard; &gt; 181 very hard</i></p>														
<p><b>Alkalinity-</b> Measure of the buffering capacity of water, primarily consisting of carbonate, bicarbonate and hydroxide in typical freshwaters. Waters with lower levels are more susceptible to pH shifts.  <i>≤ 50 mg/L as CaCO<sub>3</sub> low buffered; 51-100 moderately buffered; 101-200 buffered; &gt; 200 high buffered</i></p>														
<p><b>Conductivity-</b> Measure of the water's ability to transfer an electrical current, increases with more dissolved ions.  <i>&lt; 50 uS/cm relatively low concentration may not provide sufficient dissolved ions for ecosystem health; 50-1500 typical freshwaters; &gt; 1500 may be stressful to some freshwater organisms, though not uncommon in many areas</i></p>														
<p><b>Dissolved Oxygen-</b> amount of diatomic oxygen dissolved in the water.  <i>&lt; 2 mg/L likely toxicity with sufficient exposure duration; &lt; 5 stressful to many aquatic organisms; ≥ 5 able to support most fish and invertebrates</i></p>														
<p><b>Phosphorus:</b> Essential nutrient often correlating to growth of algae in freshwaters.</p> <p><b>Total Phosphorus (TP)</b> is the measure of all phosphorus in a sample as measured by persulfate strong digestion and includes: inorganic, oxidizable organic and polyphosphates. This includes what is readily available, potential to become available and stable forms.  <i>&lt;12 µg/L oligotrophic; 12-24 µg/L mesotrophic; 25-96 µg/L eutrophic; &gt; 96 µg/L hypereutrophic</i></p> <p><b>Free Reactive Phosphorus (FRP)</b> is the measure of inorganic dissolved reactive phosphorus (PO<sub>4</sub><sup>-3</sup>, HPO<sub>4</sub><sup>-2</sup>, etc.). This form is readily available in the water column for algae growth.</p>														
<p><b>Nitrogen:</b> Essential nutrient that can enhance growth of algae.</p> <p><b>Total N</b> is all nitrogen in the sample (organic N<sup>+</sup> and Ammonia) determined by the sum of the measurements for Total Kjeldahl Nitrogen (TKN) and ionic forms.</p> <p><b>Nitrites and Nitrates</b> are the sum of total oxidized nitrogen, often readily free for algae uptake.  <i>&lt; 1 mg/L typical freshwater; 1-10 potentially harmful; &gt;10 possible toxicity, above many regulated guidelines</i></p>														
<p><b>Chlorophyll a:</b> primary light-harvesting pigment found in algae and a measure of the algal productivity and water quality in a system.  <i>0-2.6µg/L oligotrophic; 2.7-20 µg/L mesotrophic; 21-56 µg/L eutrophic; &gt; 56 µg/L hypereutrophic</i></p>														
<p><b>Turbidity-</b> Measurement of water clarity. Suspended particulates (algae, clay, silt, dead organic matter) are the common constituents impacting turbidity.  <i>&lt; 10 NTU drinking water standards and typical trout waters; 10-50 NTU moderate; &gt; 50 NTU potential impact to aquatic life.</i></p>														

2015

Water ~~and~~ control structures failed

Copper Sulfate on shoreline.

enzyme system - biozyme (trn biozyme)  
improve water quality . com

Boca West used.

Using Eco Joxs. at Old Trail

Testing:

quarterly testing - consistent.

Sephro Labs to all testing.

500 feet - <sup>1, 4, 5, 11</sup> full panel  
quarterly -

long term goal Jan.  
if you do bio generator  
permanent install  
what is most cost effective

May need 4 tanks to do main lake



15<sup>th</sup> - go over lake twice before end of month.

next month sonar used on tape grass.  
does not impact irrigation system.

Alum (Curtis) (b)

will look at it to determine

Dec - update to committee

Jan main operations guy on site

Dredging program -

restoration of lake bank.

2024 rebuild of golf course.

Littorals -

Some littorals are OK with sonar.  
they can supply - next spring.  
cost. 2 to 3 per plant.  
1.25 to 3 per plant