



Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

“Providing Professional Resources for Management of Your Lake or Pond”

February 15, 2021

Kusel, Wilson, Round Lakes Rehabilitation District
Wild Rose, WI 54948

Sent Via Email: JGaboury@jjkeller.com & pszimmer1@hotmail.com

Re: Costs for 2021 Lake Management Activities

Dear Mr. Zimmer & Gaboury:

In response to your request, Wisconsin Lake & Pond Resource, LLC (WLPR), has prepared a cost estimate for comprehensive lake and aquatic plant management services for Kusel and Wilson Lakes, Waushara County. This scope of services briefly describes the proposed work plan, anticipated project schedule and estimated project costs. All work would be completed in accordance with applicable federal, state, and local regulations, as outlined below.

Work Scope

These costs include labor, equipment, chemical costs, and direct costs to complete the described work plan. If more than one mobilization is required because DNR does not allow the treatment or it is outside of the allowable label parameters because of weather or other environmental factors, multiple mobilization charges may apply. Chemical and equipment costs are based on the referenced products, application rates and acreages and those costs are fixed as proposed, per unit labor costs generally increase as the treatment area decreases and are subject to change based on the final DNR approved treatment areas and application rates.

TASK 1.0 PREPARE WDNR & NPDES PERMIT APPLICATIONS - 2021

WLPR will prepare the Wisconsin Department of Natural Resources (WDNR) permit application for chemical control using treatment areas and maps created by WLPR with assistance from the District. Additional attachments required, including a draft legal publication, will be provided by WLPR to the District. Any local publishing requirements in local newspaper(s) will be the responsibility of the District. Once the permit application and riparian owner notifications are completed, they will be submitted to the DNR using the online electronic permit system. The Client is responsible for any WDNR permit fees.

TASK 2.0 EDUCATIONAL MAILING (OPTIONAL) - 2021

A packet of information regarding the proposed treatment will be distributed to riparian property owners consistent with NR107.04 (3) that are located within or adjacent to the permitted application (150') areas. It is assumed that the District will provide an Excel spreadsheet mailing list of all riparian property owners to WLPR. ***It is also assumed for the purposes of this proposal that this Task will be completed by the lake group,*** and it must be completed at least 15 days prior to the chemical treatment. All pertinent information for notification will be provided by WLPR.



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TASK 3.0 EARLY-SEASON CURLY-LEAF PONDWEED SURVEY - 2021

Curly-leaf pondweed is an invasive species with a unique life cycle where it begins growing very early in the year, often prior to or during ice cover, and dies back by mid-summer. Because of this, CLP's true abundance is often misrepresented during aquatic plant surveys used to assess the entire community of the lake.

Curly-leaf pondweed is an invasive species that has been noted in both Kusel and Wilson Lakes at varying levels. To assure that dense populations of CLP are not present, WLPR will complete early-season surveys to more accurately assess current populations. Both lakes will be sampled with any populations of CLP noted and mapped and, if necessary, included for management in 2021.

TASK 4.0 HERBICIDE TREATMENT FOR HYBRID WATER-MILFOIL AND/OR CURLY-LEAF PONDWEED - 2021

Kusel and Wilson Lake both have Eurasian water-milfoil present, confirmed as a hybrid cross with native strains. Hybrid water-milfoil (HWM) has been actively managed on both lakes from small scale application (<5 acres) to whole-lake rates. During late-season surveys in 2020 scattered locations of AIS, were found in Wilson Lake. The late season survey did not identify large enough populations of AIS to warrant control in 2021.

For Wilson Lake, we recommend using the herbicide ProcellaCOR EC, a fast-acting selective product, for control of HWM and Aquathol K for areas of CLP. These products have shown good control for their targeted species. Application would be completed to areas of active AIS growth as mapped during the 2020 surveys (see attached). The application is anticipated to take place in early to mid-May. Proposed rates and overall product requirements for AIS control in Wilson Lake is outlined in the table below.

Lake	Area	Size (ac)	Avg. Depth (ft)	Product	Rate	Product Required
Wilson	EWM A	2	6	ProcellaCOR EC	5 PDU/ac-ft	60 PDU
	CLP	1.3	9	Aquathol K	3.0 PPM	22.5 gal
	TOTAL	3.3	---	---	---	---

Task 5.0 CHEMICAL TREATMENT TARGETING GENERAL NAVIGATIONAL NUISANCE SPECIES - 2021

Some locations of Kusel and Wilson Lake can see dense growth of native aquatic plant species that may cause a nuisance to navigation. In particular, portions of the west basin of Wilson Lake and channel into the Campground in Kusel Lake were noted. If either of these areas are noted to be experiencing dense growth during Task 6.0 below, the location and area of all treatment areas will be documented with global position system (GPS) technology. All products proposed are registered by the EPA, DATCP, and the WDNR for use in Wisconsin to remove populations of nuisance aquatic plant growth. Areas seeing nuisance growth from non-algal species will be treated with a 2:3 mixture of the active ingredients diquat and liquid copper while areas of nuisance algae growth will be treated with the active ingredient copper. For cost-estimation proposes a total treatment of up to 5.0 acres is supplied.



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Task 6.0 MONTHLY SITE VISIT - 2021

Under this task, WLPR will perform a site visit once per month on Kusel and Wilson Lake from May-September to assess conditions, results of past management, and/or plan for upcoming management requirements. When possible, the monthly site visit actions will be coupled with other pre-planned tasks (treatment, aeration, etc.) to defray costs. During each site visit WLPR will:

- Sample select locations for aquatic plant diversity and density
- Assess current conditions for management recommendations
- Observe water quality conditions
- Visually assess and monitor the Wilson Lake outflow for obstructions or impairments
- Monitor for newly introduced AIS
- Submit a monthly health assessment report for each lake to the District

Task 7.0 AQUATIC PLANT SURVEYS AND MAPPING - 2021

WLPR will conduct limited late-season aquatic plant surveys on Kusel and Wilson Lake to assess 2021 management options and prepare for 2022. Approximate schedule for the survey is late August or early September, 2021 to ensure any aquatic plants present can be collected and identified. Data collected at each sample point may include species presence and density, depth, GPS location, and bottom substrate. Data collected will be used to create maps of any aquatic invasive species present and compared with historical data to assess ongoing results of AIS control and plan for potential management in 2022.

Task 8.0 AERATION MAINTENANCE ACTIVITIES & ASSESSMENT - 2021

WLPR will pull up and clean diffuser heads on the Wilson Lake aeration system in preparation for overwinter use. Additional work to be completed may include compressor maintenance; cleaning, overview, and replacement of wearables (O-ring seals, mufflers, and filters) as needed.

During the fall, 2020 aeration maintenance of Wilson Lake performed by WLPR only the east system was operation and 7 diffusers were located while there were potentially up to 18 across two systems within the lake. The west system was not running per previous discussion with the District. In addition, one compressor was broken beyond repair in the east system. A like compressor from the west was pulled and replaced into the east system where the broken one had been. At this time three different types of diffusers were present. Each type of diffuser has different operating pressures that can labor the air supply and cause lines with higher pressure requirements to not work correctly if lower pressure diffusers are running on the same compressor or manifold. In addition, there are multiple types of compressors on site that present varying maintenance challenges due to their age.

Due to this, we recommend upgrading diffusers within Wilson Lake to ensure a properly working system. This can be completed all at one time or in multiple stages. If completed during multiple stages, it is recommended to upgrade the diffusers on aeration lines that are run to individual compressors or manifolds to ensure equal operating pressures within the sub-system.

Overall, the Wilson Lake aeration system is aged and comprised of deteriorating cabinets with a variety of compressors (types & age), airline, and diffuser heads. At least one compressor has failed each year for the past two years. Specs on the current system were reviewed and based on the length of airline and depth of water the system could be reduced from 10 compressors to 6. Each would run three diffusers and overall be more efficient to run with a cost-savings for electricity use. Going forward this should be addressed and the system updated. There are three main options, roughly as follows:



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- 1) Only fix what's broken: Replace three diffusers and fix compressors
- 2) New system: Remove all old compressors (9) and above ground piping and replace with new compressors (6), above ground piping and manifolds, and replace all old diffusers. Airline currently in water can be re-used. This task can be split up by targeting one system, east or west, at a time.

Please contact WLPR for cost estimates on these options.

Task 9.0 MISCELLANEOUS LAKE MANAGEMENT ACTIVITIES

Any activity not associated with the above tasks requested by the District will be billed on a time and material basis. Actions may include, but are not limited to, additional water quality sampling or associated lab costs, aquatic vegetation mapping, reporting, and others. Expected costs of any requested activity will be submitted to the District for approval prior to completing.

SCHEDULE AND ESTIMATED COST

Work can begin on this project once a signed contract is received. All field work will be coordinated with the Client and the WDNR. WLPR will work with the Client to ensure the treatment is completed and effective prior to significant use times such as weekends and holidays.

Task 1.0 Prepare WDNR Permit Application and Notices - 2021

Prepare WDNR Permit and Treatment Notices	\$250.00
WDNR Permit Fees for Kusel & Wilson Lake*	\$246.00
TOTAL COST Task 1.0	\$573.00

Task 2.0 Educational Mailing (optional) Base fee \$250 + \$1.50 each piece mailed = **\$Actual Costs**

Task 3.0 Early Season CLP survey and mapping – both lakes - 2021 **\$1,900.00**

Task 4.0 Herbicide Treatment of HWM and/or CLP - 2021

Wilson Lake:

Aquathol K at 3.0 PPM to areas of CLP (1.3 ac & 22.5 gal)	\$2,475.00
ProcellaCOR EC at 5 PDU/ac-ft E/HWM areas (2 ac & 60 PDU total)	\$3,600.00

Labor and Mobilization Costs

Labor: Total Treatment area of 3.3 acres * \$200/acre	\$660.00
Mobilization, equipment, & vehicle/boat cost	\$500.00
Subtotal Cost	\$7,235.00

Task 5.0 Chemical Treatment Targeting General Navigational Nuisance Species - 2021

Liquid diquat at 2.0 gal/ac and liquid copper at 3.0 gal/ac up to 5.0 ac	\$1,340.00
Total Treatment area of 5.0 ac \$200/ac	\$1,000.00
Mobilization, equipment, and vehicle/boat charge	\$500.00
Subtotal Cost	\$2,840.00



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Task 6.0 Monthly Site Visit and Lake Assessment Update - 2021

Monthly Site Visit May – September @ \$800.00 / visit	\$4,000.00
Subtotal Cost	\$4,000.00

Task 7.0 Aquatic Plant Surveys and Mapping - 2021

Labor Cost – survey of both lakes	\$1,600.00
Mobilization, equipment, and vehicle/boat charge	\$500.00
Mapping & data entry	\$400.00
Subtotal Cost	\$2,500.00

Task 8.0 Aeration Maintenance Activities and Assessment - 2021

Diffuser Cleaning - \$35/each, up to 15 total	\$525.00
Compressor maintenance kit (filter, muffler, O-rings)	\$45.00 ea
Mobilization, equipment, and vehicle/boat charge	\$500.00
Diffuser head upgrade	\$199 ea
General equipment repair labor for two-person crew	\$175/hr
Aeration maintenance and repair parts	\$TBD
Cleaning Subtotal	\$1,025.00
System Repair or Upgrade	\$TBD

Task 9.0 Miscellaneous Lake Management Activities - 2021

General labor rate	\$95.00/hr
General mobilization, equipment, and vehicle/boat charge	\$500.00
Various lab costs for water quality sampling	\$TBD
Subtotal Cost	\$TBD

Total Costs Tasks 1.0-7.0 and 8.0 (cleaning) only **\$19,996.00**

*** WDNR permit fee includes an on-line convenience fee of 2.5% as charged by the WDNR. Treatment record(s) will be completed at no cost.**

TBD: To be determined. Tasks with this designation are ambiguous and may vary based on conditions or District desires at time of completion. Tasks will be completed only under authorization from the District. WLPR will submit a proposal outlying tasks prior to beginning.

WLPR offers our clients a complete package of insurance including statutory liability, comprehensive general liability, automobile liability, errors and omissions and pollution liability. A copy of which is available upon request, or execution of this contract. A copy of regulatory and/or lake client references is available upon request.



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PAYMENT TERMS & CONDITIONS

Payment for services and expenses are due upon receipt, and will accrue interest after 30 days. Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

We are pleased to submit this proposal and trust this information meets your needs. The above-stated fee proposed for this scope of services is valid for 90 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Standard terms and Conditions, please return a signed copy of this Agreement in its entirety via mail, fax or email, keeping one copy for your records.

If you have any questions, or require any additional information, please don't hesitate to contact us at (920) 872-2032 or via email at jim@wisconsinlpr.com. We thank you for this opportunity and look forward to working with you on this project.

Sincerely,

Jim Scharl
Senior Biologist – Lake Services Manager

Cory Zickert
Senior Aquatic Manager / President



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Terms and Conditions

The following Terms and Conditions are attached to and form part of a proposal for lake management services to be performed by Wisconsin Lake & Pond Resource, LLC (herein after referred to as WLPR) when the Customer authorizes WLPR to proceed with the services, shall constitute the AGREEMENT. This shall encompass all related lake management services for the Client, unless already under contract with another provider for additional or similar services at the time of this Agreement.

SERVICE, EQUIPMENT & MATERIAL COSTS: *SEE ATTACHED PROPOSAL FOR A BREAKDOWN OF SPECIFIC COSTS*

Travel, mileage or lump sum mobilization charge per each service date if applicable, will be based on the site location as outlined in the proposal. Additional services that are specifically requested by the Customer, and that are not covered in this contract, will be billed at a flat rate of \$75 - \$100/hour/employee or quoted per project.

BILLING AND TERMS: Balance of payment will be due upon receipt of invoice. A late payment fee of \$15, plus financing charges of 1.5% per month, will be applied to balances more than 30 days past due.

PERMITS: It is understood by both parties that state, federal, and/or local permits may be required prior to performing aquatic management, installation or construction services. WLPR will provide assistance in completing the permit(s) as outlined in the proposal and provide permit applications to the Customer, the Customer hereby agrees and is responsible to sign and submit said permit(s) with the appropriate fees to each required governmental entity prior to commencement of aquatic management services performed by WLPR. The Customer understands and agrees there may be certain liabilities and responsibilities within these permits.

PROFESSIONAL EXPECTATIONS AND LIABILITY: WLPR shall provide professional trained, insured and licensed staff to perform aquatic management, installation or construction services. WLPR staff shall exercise reasonable standard of care and will comply with the labeled requirements of all E.P.A. registered aquatic pesticides pertaining to transportation, application and disposal, and will also post required warning signs that list any water use restrictions indicated on the label. Therefore, WLPR is not liable for personal, environmental or property damages that may occur as a result of applications of aquatic pesticides.

INDEMNITY: Customer agrees to defend, indemnify and hold WLPR harmless against any claim, demands, losses, liabilities, actions, lawsuits, arbitrations, or expenses of whatever nature, that may be brought against WLPR, relating to the management services provided pursuant to this Agreement, with the exception of claims arising directly out of alleged negligent conduct of WLPR's staff while actually performing the services which are the subject of this Agreement.

BUDGET: A budgetary range has been established based on multiple criteria. While the recommended budget is required to successfully manage the described waters, WLPR reserves the right to request adjust the budget amount if there is a change in the scope, size of the management areas, product or application rates. If this results in additional costs to the Customer, this request, with the change in scope will be in submitted in writing and shall be approved by the Customer, prior to the work being completed.



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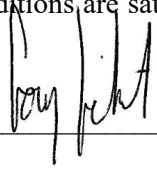
ENVIRONMENTAL LOSS: While WLPR staff shall make every effort to reduce the risk of loss of non-target aquatic life, including fish, this risk remains inherent with any aquatic management, installation or construction services. Therefore WLPR is not liable for any non-target loss, the Customer understands and accepts the risks associated with potential aquatic management activities.

SITE ACCESS: Customer agrees to provide a suitable vehicle access and boat launch to Customer's waters, if there is a fee to launch the Customer agrees to waive (if possible) or alternatively reimburse said launch fees, as part of the project costs billed to the Customer. In the absence of suitable access and launch, WLPR shall not be liable for damages done to lawns, shorelines or other property that may occur during access to the waterway.

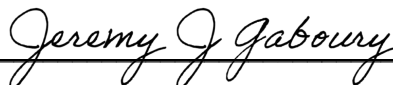
TERMINATION: Either party may termination this agreement without cause upon 30 days written notice. Upon termination by either party, the Customer shall pay all outstanding fees for services render under this agreement to the effective date of termination.

WARRANTY: Aquatic Applications - given the numerous environmental variables associated with aquatic applications, no product performance guaranty or warranty, other than those provided by the manufacturer, are given or implied. Motors, electrical equipment, and components – warranties vary on these items due to different manufacturers. Please inquire with WLPR regarding specific warranties.

CUSTOMER AUTHORIZATION: The attached Proposal (and/or subsequent work orders or task revisions) and above Terms and Conditions are satisfactory and are hereby accepted. WLPR is authorized to perform all of the work as described.

WLPR Representative:  Date: 02/27/2020

Customer: Jeremy J. Gaboury Date: 2-16-2021

Authorized Representative Signature: 

Customer Contact Name (Printed): Jeremy J. Gaboury

Email: jgaboury@jjkeller.com Phone Number: 920-830-0847

Customer Billing Address: _____