



BEAR VALLEY SPRINGS ASSOCIATION

Lake Quality Advisory Committee Agenda

Location: Monday, April 3rd 2023 at 6PM Whiting Center-Green Room & ZOOM

Zoom link <https://cccconfer.zoom.us/j/91833309216>

Call to Order at:

A. Attendance:

Voting Members:	<input type="checkbox"/> Fred Hicks, Chair <input type="checkbox"/> Kimberly Clow <input type="checkbox"/> Rick Flores <input type="checkbox"/> Jane Custer <input type="checkbox"/> Jeff Gadzia <input type="checkbox"/> Alisha Loken <input type="checkbox"/> Andrei Karapetian <input type="checkbox"/> Scott Ostrem, Scribe <input type="checkbox"/> Vacancy
Staff (Non-Voting):	<input type="checkbox"/> Ashley Krempien, Director of Recreation <input type="checkbox"/> Butch Reyburn, Board Member

B. Approval of Agenda – Please send any additions or questions

C. Approval of Minutes December minutes were approved via email

D. New Items:

1.	LQAC mission statement Addendum A
2.	Lake Levels-Fred
3.	Water Quality -Fred
4.	Lake treatment plan for 2023 Addendum B - Fred
5.	Fish remediation update Addendum C -Fred
6.	Master data base item list for lakes- Fred
7.	Plants - Rick
8.	Committee member comments and questions
9.	Visitor Comments and Questions

E. Follow-Up Items: 3 items

1.	Bear Tracks articles
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LQAC 2023 scheduled meetings occur at 06:00 PM Pacific Time (US and Canada): March 6th 2023, Apr 3rd 2023, May 1st 2023, Jun 5th 2023, Aug 7th 2023, Oct 2nd 2023, Nov 6th 2023, and Dec 4th 2023.



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Addendum A

Created in ~2019

Bear Valley Springs Board of Directors (BoD)
Lake Quality Advisory Committee (LQAC)

Purpose and Scope

The purpose of the LQAC is to make recommendation to the BoD and BVSA General Manager (GM) for the improvement and sustained quality of the recreational lakes of BVSA (Four Island, initially, and Cub lakes).

Quality means:

- A pleasing aesthetic experience at the lake
- 1. Setting target for algae control
- 2. Reducing fish deaths
- 3. Maintaining and controlling the plant growth in and around the lake
- 4. Reducing noxious odors from the lakes
 - A healthy environment for human use of the lake
 - A healthy environment for BVSA wildlife particularly fish, but also deer, elk, birds and other animals

Responsibilities

- Determine a cost effective plan for regular testing, results evaluation, and remediation strategies
- Meet approximately once a month, with required agenda posting on the BVSA website
- Submit minutes to the BoD after each meeting
- Evaluate comments and ideas submitted by residents
- Review and follow Association rules (particularly Articles 1, 8 & 9)

Committee Membership

- Must be a member of record and in good standing with BVSA
- A Chairperson, chosen by the committee and interfacing directly with GM and outside consultants
- A secretary (which can be rotating)
- Committee membership is approved by the BoD
- STAFF: BVSA GM, BVSA Recreation Manager (when needed/requested) BVSA Facilities Maintenance Manager (when needed/requested) and one or two Board liaison Ex Officio Members
- All meetings will be open to BVSA Members in good standing and must sign in with their lot and tract
- Non-members may attend at the invitation of the LQAC



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Addendum B

2023 Solitude Lake treatment proposal cover sheet

SERVICES CONTRACT

CUSTOMER NAME: Bear Valley Springs Association

SUBMITTED TO: Fred Hicks

CONTRACT EFFECTIVE DATE: April 1, 2023, through October 31, 2023

SUBMITTED BY: Jacob Hughey

SERVICES: Bear Valley Springs Association - Annual Maintenance

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

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

2. PAYMENT TERMS. The Annual Contract Price is **\$27,591.90**. SOLitude shall invoice Customer **\$3,941.70 per month (April - October)** for the Services to be provided under this Agreement. The term of this agreement is for a period of seven (7) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

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

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3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

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

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

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

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

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

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

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Bear Valley Springs Association

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

SCHEDULE A - SERVICES

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Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the lake(s) on a **two (2) times per month** basis during the months of **April through October**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or

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any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

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

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis during the months of **April through October**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Nanobubble Oxygenation:

1. Portable or fixed installation nanobubble generator(s) will be deployed to the lake(s) as necessary (temporarily or for the duration of the contract) to saturate the water column with oxygen, to improve water quality, and to control algae and cyanobacteria.
2. Nanobubbles are negatively charged oxygen-enriched molecules that react with harmful organic substances in the water (i.e., excess nutrients, anaerobic bacteria, metals, pollutants) to render them inactive as fuel for nuisance algae growth or as a source of undesirable water quality conditions. Nanobubbles are nearly invisible and

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neutrally buoyant and may remain in the water column for weeks or months after infusion depending on water quality conditions.

3. Our proprietary Nanobubble technology is an innovative, chemical-free, environmentally sustainable and EPA-Registered approach for algae, cyanobacteria, and water quality management offered exclusively by SOLitude Lake Management for use in ponds, lakes, canals, and other freshwater resources.

Lake Algae Control:

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

Service Reporting:

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

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

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

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Include verbiage on CT Specific Contracts Only -Remove if not needed:

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Abutters List for abutter notification where required for **CT DEEP Public Act No. 22-83 of the substitute senate bill 116, New Notification Requirements will be in effect for aquatic pesticides applications to water bodies in CT as of October 1, 2022.**
 - b1. Annual Maintenance Clients will be notified a minimum of two (2) times before each visit.**
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.
 - f. **Direct expenses (CT DEEP Notifications, legal ads, filing fees, etc.)**

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.

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5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Addendum C

Winter 2023 Hoop netting harvest								
Date	Net nights	Bullhead in pounds	Individual Crappie 0-6"	Individual Crappie 6"+	Individual Bluegill 2-5"	Individual Green Sunfish 2-5"	Individual Golden shiners	Individual Turtle alive
1/4" and 1" nets								
1/2/2023	2	1060			25		15	
Total	2	1060	0		25		15	0
Average lbs per net night per single net	106							
1/4" mesh nets								
1/3/2023	1	55						
1/5/2023	2	210			4			
1/7/2023	2	318.75			3	1	2	
1/9/2023	2	122.5	1		4		2	
1/11/2023	2	385	1		2		1	
1/13/2023	2	327			4		5	
1/15/2022	2	315			3		3	
1/17/2023	2	285			3		2	
1/23/2023	5	210			6		15	
1/29/2023	5	190			1		9	
2/26/2023	2	45			1		7	
3/6/2023	8	525			6		6	
3/8/2023	2	297			1			
3/13/2023	5	350			4		3	
3/17/2023	4	390	1		9		1	
3/19/2023	2	115						
3/25/2023	6	50		2	1	3	7	
Current total for season	54	4190	3	2	52	4	63	0
Average pounds per net night	26							
1" mesh net								
1/5/2023	3	157			2			
1/7/2023	2	93.75						
1/11/2023	4	245			1			
1/14/2023	3	42						
1/17/2023	3	47						
1/23/2023	5	24						
1/29/2023	5	20						
2/26/2023	5	20						
3/6/2023	8	113.75						
3/8/2023	2	25						
3/13/2023	5	95						
3/17/2023	4	105						
3/25/2023	8	35		2				
Current total for season	57	1023	0	2	3	0	0	0
Average pounds per net night	9							