

Triangle Pond Management  
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## Maintenance Service Proposal

Customer Information			
Account Name: Chandler Woods MOA			
Contact Name: Susan Lindelof		Management Company: Elite Mgmt	
Street Address: 214 Abbot Place			
City: Chapel Hill		State: NC	Zip Code: 27516
Phone Number: 919-233-7660 x221		E-mail: susanlindelof@elite-mgmt.com	

Dear Valued Customer,

This proposal has been specifically designed to inform you about our methods of service to satisfy your needs and meet your expectations with the highest degree of professionalism and service available. We greatly appreciate the opportunity to offer, and ultimately, provide you with our services. Our effective communication, meticulous nature, and ability to provide customer feedback in a timely manner are the cornerstones of our business. Our staff comprises highly trained and dedicated employees that demonstrate their proficiency each time they perform service for our customers. With that said, we can absolutely guarantee that your property will be provided with the care and attention it deserves.

Triangle Pond Management's employees have over thirty years of combined experience, education, and knowledge in all aspects of aquatic structures, such as storm water, science, compliance, operations, and maintenance. We work closely with certified inspectors, developers, engineers, and government officials to establish and maintain compliant, beneficial, functional, and practical service programs. We have a wide array of products and services in availability which enables us to cater directly to each customer's needs and desires. We will never attempt to coerce our customers to accept any unnecessary services. We believe that our honest and transparent customer service fosters long-term relationships with our clientele which, in turn, provides them with confidence in our abilities and assurance that their aquatic facilities/devices are being treated with optimal care and due diligence. We will always take the time to address your questions and/or concerns, do our best to educate you as to what will transpire during the process of providing our service, and keep you up to date with the status of your property.

Thank you for choosing Triangle Pond Management as your designated pond care provider. We look forward to doing business with you and hope that we may continue to provide you with service that will keep your pond in excellent condition for years to come. Before we add your ponds and/or facilities to our regularly scheduled maintenance program, please review the list of services we offer, and our terms and conditions located on the subsequent pages of this document. Afterwards, you will be prompted to provide your signature, signifying that you agree to the services and price that are listed below. Upon receiving a signed copy of this document, we will begin performing maintenance on your pond(s). If you have any questions or concerns, feel free to contact us via e-mail or call us during our business hours (9:00 a.m. – 4:00 p.m.). Also, please visit our website to see all the services and products that Triangle Pond Management offers and why we're the best option for fulfilling all of your aquatic needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Williams".

Sam Williams

President of Triangle Pond Management



## List of Services Included

The following checklist offers our recommendations for services based on your needs and budget. Our customers will receive an electronic service report after each visit to keep them informed about the status of the facility. Optional services are available upon request by the customer for an additional charge.

<b>System Observations</b> – This service includes a thorough examination of every aspect of the location, which is conducted by our trained professionals to ensure compliance. Any items that are of concern will be reported via our electronic reporting system.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Removal of Trash</b> – Any trash located near the perimeter and/or shoreline of the stormwater device will be collected and disposed of in an appropriate manner. Non degradable items that cannot fit into a 55-gallon garbage bag will require a repair quote to remove.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Removal of Debris</b> – Leaves, twigs, and brush will be collected and removed from the facility and its components, such as the inlet, outlet, and level spreader devices (The removal of large debris will be done as needed for an additional cost).	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Rip-Rap Treatment</b> – Any unwanted vegetation that grows in the rip rap will be controlled with herbicide treatment.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Treatment of Unwanted Vegetation</b> – We will utilize EPA approved herbicides to control any undesirable vegetation, including cattails, primrose, and willows.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Treatment of Algae</b> – We will use an EPA approved algacide to control any filamentous or planktonic algae that is present at time of service.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Beneficial Vegetation</b> – We will inspect the plants that are good for the ecosystem and ensure that they remain healthy and continue to flourish.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Dye</b> – This treatment will be added to your pond to contribute to its aesthetic and/or prevent the growth of any potential algae.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Water Quality Testing</b> – We will measure the temperature, pH level, dissolved oxygen, and alkalinity of the water. Dissolved oxygen tests will be conducted if there is a concern over low levels. Tests performed at the technician's discretion.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Mowing</b> – Our mowing team will cover the perimeter of the facility and reduce the size of the grass to a height of four to six inches using equipment that is designed to operate on uneven terrain (Service will only be performed on areas designated as part of the SCM).	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Weed-Eating</b> – We will reduce the size of the grass and vegetation in areas that the mower cannot be operated (Service will only be performed on areas designated as part of the SCM).	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Repositioning of Rip-Rap</b> – Rip rap from the inlets, outlets, emergency spillways and other components will be repositioned back in place. Any repositioning that will take longer than 15 minutes will be considered as a repair and will need to have a proposal to cover the extra time and labor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Exercising of Drain Valve</b> – This service is done bi-annually. (generally, April/Oct)	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Mulch Refreshing</b> – Performed on an annual basis. It is highly recommended that bio-retention ponds receive this service to ensure that it functions efficiently and remains compliant.	<input type="checkbox"/> Included	<input type="checkbox"/> Optional	<input checked="" type="checkbox"/> N/A
<b>Checking for Beaver/Muskrat Activity</b> – During our maintenance visit if we observe active beaver or muskrat activity it will be noted in the report. <b>*Removal of Varmints and additional cost*</b>	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A
<b>Fountain/Aerator Maintenance</b> – We will clean and remove any debris from these devices quarterly. Any additional maintenance or repairs may be subject to an additional charge.	<input type="checkbox"/> Included	<input type="checkbox"/> Optional	<input checked="" type="checkbox"/> N/A
<b>Riser and Trash Rack Maintenance</b> – We will clean these devices, check the draw-down facility, and remove any obstructions found in the orifice.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Optional	<input type="checkbox"/> N/A



### Treatment Guideline #1

Type of Facilities/Devices: BMP1, BMP2, BMP3

Months Serviced: ☒ January ☒ February ☒ March ☒ April ☒ May ☒ June  
☒ July ☒ August ☒ September ☒ October ☒ November ☒ December

Mowing Months: ☐ January ☐ February ☒ March ☐ April ☒ May ☐ June  
☒ July ☐ August ☒ September ☐ October ☒ November ☐ December

Additional Service Details:

Annual Price: \$3,400

Annual Price with Mowing: \$5,820

Billing Cycle: ☐ Monthly ☒ Quarterly ☐ Bi-annually

Payment Amount: \$850

Payment Amount with Mowing: \$1,455

Additional Billing Notes: Please initial here if you accept the mowing option listed above   *ES*  

Price of annual inspection/certification is \$1,260, billed separately at the time of inspection.

Please initial here if you accept the inspection/certification price:   *ES*  

### Terms and Conditions

**I: Injury Disclaimer** – Triangle Pond Management assumes no liability for any accidents that results in any injuries being sustained or death during maintenance due to hazardous conditions on the property being serviced or negligent behavior.

**II: Cancellation** – Customer and Contractor reserves the right to terminate the contract with a 30-day written notice to other party.

**III: Payment** – Payment must be remitted for services rendered no later than thirty days (or within the period that is agreed upon) after the invoice has been issued. Failure to do so could result in a penalty in which the party responsible will have a one and a half percent interest rate applied to the balance of the overdue invoice. This interest rate may be subject to change and is contingent upon the duration that the invoice remains unpaid.

**IV: Renewal** – This maintenance/treatment program will remain in effect for a duration of one year and will automatically be renewed on the anniversary. Based on cost factors, you might be subject to a renewal increase of up to 4%, and will be notified of such, before an increase takes effect.

**V: Service Calls** – Additional services that are recommended to perform diagnostics and remedy specific issues that are discovered during maintenance are not included with this service proposal. The price for these services will be based upon the severity of the damage and the amount of labor required for the repairs.

**VI: Accessibility** – The manager of the property must provide Triangle Pond Management with the means to access the property that is being serviced, such as a key or gate code. If these resources are not given to us prior to the initiation of service, maintenance could be delayed until we are provided with them.

*I hereby acknowledge that I have read, understood, and agree to the terms of service.*

Signature:   *Sam Wilson*  

Date: 11/3/2020

Proposal beyond 30 days from above date, may need to be reevaluated for pricing.

*I hereby acknowledge that I have read, understood, and agree to the terms of service.*

Signature:   *[Signature]*  

Date:   11/10/2020  

Service Start Date:

*BOD approved via email 11/12/20*