



# Aquagenix

A Division of DeAngelo Contracting Services

July 13, 2023

Gately Oaks HOA  
PO Box 350613  
Jacksonville, FL 32253

Attn: Susan Rose

Dear Ms. Rose,

Please accept our heartfelt thanks for allowing Aquagenix to provide your professional waterway services during the past year.

Aquagenix uses the best available herbicides and licensed employees to service your account. Although your contract allows for a 4% annual increase on your scheduled renewal date (to account for the rising costs of equipment, chemicals, labor, and fuel), we will be extending our services to you with **NO INCREASE** through next year. Your current price will remain in effect through September 2024.

At this time, we would also like to remind you that if there have been any changes in billing or site contact information, please inform our office in writing so that we may update our records.

As always, please do not hesitate to contact us at the number below if you have any questions or concerns about your waterway services.

Sincerely,

*Joshua Lundy*  
Branch Manager



**DCS AQUATIC MANAGEMENT PLUS AGREEMENT**

This agreement dated 4/17/2023 is made between DeAngelo Contracting Services and The Gately Oaks as described as follows:

**GATELY OAKS**

P. O. Box 350613  
Jacksonville, FL 32235

Contact: Mary Conroy (215) 990-0974

Both Gately Oaks and DCS agree to the following:

**1. Site Locations:**

DCS will provide aquatic management services on behalf of Gately Oaks in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 3 ponds

**2. Contract Services: CUSTOMER agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**

- Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
- Algae treatment
- Treatment to a manageable level of floating aquatic vegetation
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Abide by Florida BMPs for aquatic vegetation treatment and management
- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

**ADDENDUM:**

**ORIGINAL ANNUAL CONTRACT (12 treatments/year) \$2,028.00 billed at \$169.00/month**

**ADDENDUM INCREASE \$811.20 which will be billed monthly at \$236.60 month**

**NEW ANNUAL CONTRACT (18 treatments/year) \$2,839.20**

We will perform 18 waterway services each year. Treatments are scheduled below and will follow Florida Best Management Practices.

**Scheduled Site Visits Per Month For Waterway Maintenance**

January 1	February 1	March 1	April 1	May 2	June 2
July 2	August 2	September 2	October 2	November 1	December 1

Julie Clements  
DeAngelo Contracting Services

4/17/2023

Date

Mary Conroy  
Signature

4-22-23  
Date

## Contract Addendum

Issue Date: 4/24/2023  
Gately Oaks - 2323  
Attention: Mary Conroy  
Gately Oaks  
P.O. Box 350613  
Jacksonville, FL 32235 (904) 463-1827  
Account Number:  
Effective Date: 5/1/2023

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This Addendum modifies the current agreement between Aquagenix and Gately Oaks - 2323. All of the standards of the original agreement apply to this addendum. With signed authorization, Aquagenix will provide the following:

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Scope Of Work: Pond treatment

Add / Delete: Add

Visit Schedule: Additional visit in May-October

The Total Contract Amount prior to this Addendum was:	\$2,028.00
The Total Contract Amount will be Increased /Decreased by:	\$811.20
The New Contract Total Amount after this Addendum is:	\$2,839.20

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**AQUAGENIX**

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**PRINT NAME**

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**DATE**

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**CUSTOMER**

---

**PRINT NAME**

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**DATE**



# Aquagenix

A Division of DeAngelo Contracting Services

September 14, 2022

Gately Oaks  
PO Box 350613  
Jacksonville, FL 32235

Attn: Susan Rose

Dear Ms. Rose,

Please accept our heartfelt thanks for allowing Aquagenix to provide your professional waterway management services during the past year.

Aquagenix uses the best available herbicides and licensed employees to service your account. In order to maintain this high quality of service, we find it necessary to invoke our contractual option and increase your monthly service charge 4% effective **October 1, 2022**, in order to offset the rising cost of materials, equipment, and fuel. **Your new charge will be \$169.00 per month through September 30, 2023.**

At this time, we would also like to remind you that if there have been any changes in billing or site contact information, please inform our office in writing so that we may update our records.

As always, please do not hesitate to contact us at the number below if you have any questions or concerns about your waterway services.

Sincerely,

Joshua Lundy  
Branch Manager

Aquagenix

7/10/2019

Gately Oaks Homeowners Association  
Attn: Susan Rose  
P.O. Box 350613  
Jacksonville, FL 32235

Re: Pond Maintenance

Dear Susan Rose,

Please accept our heartfelt thanks for allowing Aquagenix to provide your professional waterway management services during the past year.

Aquagenix uses the best available herbicides and licensed employees to service your account. In order to maintain this high quality of service, we find it necessary to invoke our contractual option and increase monthly maintenance by 4% effective October 1<sup>st</sup>, 2019 in order to offset the rising cost of materials, equipment, and fuel. **Your new charge will be \$162.24 per month through September 30<sup>th</sup>, 2020.**

At this time we would also like to remind you that if there have been any changes in billing or site contact information, please inform our office in writing so that we may update our records.

As always, please do not hesitate to contact us at the number below if you have any questions or concerns about your waterway services.

Sincerely,



Joshua Lundy  
Branch Manager

Waterway Maintenance Program

**Gately Oaks - 2323**

Jacksonville, FL

TO  
KAL A

From  
Eddie Buckett  
Cell 662-3828

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# Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

Tuesday, December 30, 2014

## **Gately Oaks - 2323**

Carol Schirado  
Gately Oaks  
P.O. Box 350613  
Jacksonville, FL 32235

Dear Carol Schirado:

Following is the quote that you requested for professional lake management services and additional information on the many services that we provide.

Your program is designed to promote an environmentally balanced aquatic ecosystem, using cost effective methods.

### **Benefits of Aquagenix Programs are:**

- \* Optional stocking of Bass, Bream and Channel Catfish.
- \* Research for the introduction of the Triploid Grass Carp to assist in biological weed control.
- \* The creation of aquatic sanctuary areas, which may be left for aesthetic value and wildlife benefit, if desired.
- \* Control of algae and undesirable water weeds.
- \* Border grass and brush control (to the water's edge).
- \* Bacteria Monitoring and water analysis.
- \* Post Treatment Management Reports indicating details of work performed.

### **Other services available from our company include:**

- \* Wetland Planting
- \* Decorative Fountains / Aeration Systems / Fountain Service
- \* Blue Dye / Water Clarity Treatment
- \* Turbidity Curtains / Weed Barriers
- \* Waterway and Wetland Consulting

# Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

## Advantages of doing business with us are:

- \* Ten million dollars of insurance coverage, with pollution control coverage, to adequately protect you and your organization.
- \* Radio-equipped fleet of trucks and supervisor's vehicles for quick response to customer calls (usually the same working day).
- \* Fiberglass skiffs and four wheel drive maintenance vehicles with spray systems.
- \* Computerized water analysis and property management service records for use in meetings and submission to government agencies, when required.
- \* An educational library, literature and staff biologists to give video, slide and movie presentations to interested groups.
- \* Our field crews wear neat, collared uniforms with our company name embroidered on the shirts for security identification.
- \* Our trucks, boats and spray vehicles are clearly identified with our name, seal and telephone numbers.

Attached is an agreement covering the services you require and a copy of our Insurance Certificate, and Service Guide.

If, at any time, you are not fully satisfied with our service cancellation clause is included in the agreement.

Neat, clean waterways enhance real estate values, sales potential and are pleasing!

Our company's goal is to work toward a growth pattern of natural balance, allowing beneficial aquatic plants to propagate while controlling filamentous algae and other rapidly growing noxious weeds.

Properly managed waterways will maintain water quality, clarity, and provide an environmental and recreational asset to the property owners at the least cost of maintenance.

Please sign agreement and return the original to our office for immediate scheduling of service.

We look forward to the opportunity of serving you.

Respectfully yours,



Aquagenix  
Enclosure



# Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

## AQUATIC MANAGEMENT AGREEMENT

This agreement, proposal #78635 dated 10/27/2014, is made between AQUAGENIX and CUSTOMER:

Gately Oaks - 2323  
Gately Oaks  
P.O. Box 350613  
Jacksonville, FL 32235 (904) 463-1827

Both CUSTOMER and AQUAGENIX agree to the following terms and conditions:

### 1. General Conditions:

AQUAGENIX will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

3 Ponds located in Jacksonville, FL.

### 2. Contract Term:

The term of this Agreement shall be 1 Year(s) or as otherwise provided by Contract Addendum.

### 3. Contract Services:

CUSTOMER agrees to pay Aquagenix the following amounts during the term of this Agreement for these specific water management services.

--- Pond Clear Bacteria With Dye In Lake 2	Included
Algae and Aquatic Weed Control	Included
Border Grass and Brush Control to Water's Edge	Included
Water Testing (see addendum 13a)	Included
Bacteria Testing	Included
Aquatics Consulting	Included
--- Fish Stocking (Bass and Bream)	Optional
Management Reporting	Included
--- Biological Control Agent Permit Applications (Triploid Grass Carp, Mosquito Fish)	Included

Total Annual Program Investment                      Annual: \$1,821.60                      Monthly: \$151.80

1 inspections per Month with treatment as necessary.

\*\*Triploid Grass Carp stocking subject to required approval of Fish Wildlife Conservation Commission

Jan 10 10 11:02p Eddie Burkett 904-221-2200 p.5

# Aquagenix

A DS SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

## Scheduled Visits

January 1	February 1	March 1	April 1	May 1	June 1
July 1	August 1	September 1	October 1	November 1	December 1

### 4. Starting Date:

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

### 5. Schedule of Payment:

\$151.80 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Aquagenix within thirty (30) days after date of invoice at Aquagenix's home office in Hazleton, PA. Failure to pay any amount when due shall constitute a default under this Agreement.

### 6. Limited Offer:

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

### 7. Safety:

Aquagenix agrees to use specialized equipment and products, which in its sole discretion, will provide safe and effective results for the specific site(s).

### 8. Address Change:

In the event that AQUAGENIX or CUSTOMER undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

### 9. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to Aquagenix, 100 N Conahan Dr, Hazleton, PA 18201. Aquagenix reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.

- "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by Aquagenix in accordance with Paragraphs 9b and 9c.
- In the event that your account is not settled in full at the same time as your cancellation letter is received, Aquagenix will continue to bill you until the contract expires. Settlement in full includes payment for one months service after the end of the month in which the cancellation letter is received by Aquagenix.
- Payment in full shall be defined as payment to Aquagenix through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 9a and 9b.

# Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

## 10. Insurance:

Aquagenix agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

## 11. Automatic Renewal:

Unless other-wise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 4% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

## 12. Default:

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

- Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payment) as liquidated and agreed upon damage.
- Imposition of "Collections Charge" for monies due. If this action is deemed necessary, in the sole judgement of Aquagenix, CUSTOMER agrees to pay Aquagenix's reasonable attorney fees (including those on appeal), court costs, collection costs and all other expenses incurred by Aquagenix resulting from this collection activity.
- Filing of a mechanics lien on property for all monies due plus interest, costs and attorneys fees.

## 13. Addenda:

- Water testing and bacteria monitoring shall be conducted at the sole discretion of Aquagenix for the specific purpose of improving the Aquatic Weed Control Program results.
- Work as requested by CUSTOMER such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra work will be invoiced separately at our current hourly equipment and labor rates.

## 14. Contract Documents:

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

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AQUAGENIX

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

GATELY OAKS UNIT; H.O.A  
*Carol Schirado, Pres.*

CUSTOMER

*Carol Schirado*

\_\_\_\_\_  
PRINT NAME

*1/16/15*

\_\_\_\_\_  
DATE