



TOWN OF HUDSON

Board of Selectmen



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

BOARD OF SELECTMEN MEETING

January 25, 2022

Board of Selectmen Meeting Room, Town Hall

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS
 - A. Appointments
 - 1) Zoning Board of Adjustment - (1 member term to expire 12/31/23, 2 alternate member terms to expire 12/31/24 and 12/31/22)

Gerald (Gary) Dearborn (applying for full member term)
 - 2) Conservation Commission - (1 member term to expire 12/31/24, 1 alternate member term to expire 12/31/22)

Brian Pinsonneault (currently alt. member, applying for full member term)
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) Veterans Tax Credits: map 217, lot 003, sub 015, 6 Empire Circle; map 174, lot 019, 27 Baker St.; map 168, lot 002, sub 024, 23 Krystal Dr.
 - 2) Certification of Yield Taxes/Timber Warrants: map 105, lot 017, sub 002, 201 Robinson Rd.; map 105, lot 017, sub 003, 199 Robinson Rd.

- 3) 2021 Property - Tax Supplemental Bill: map 191, lot 70, 35 B Street
- 4) 2021 Property Tax Abatement: map 150, lot 1-1 & Lot 1-2, 82A & 82B Greeley Street

B. Licenses & Permits & Policies

- 1) Hawker Peddler License Renewal - Jimmy's Catering Hill Catering
- 2) Tag Day Permit - Girl Scout Troop 219

C. Donations

- 1) \$150 Gift Card Donation to Hudson Police Dept. from Annoymous

D. Acceptance of Minutes

- 1) Minutes of January 11, 2022

F. Calendar

- | | | |
|------|--------|----------------------------------------------------------------|
| 1/26 | 7:00 | Planning Board - Hudson Community Center |
| 1/27 | 7:00 | Zoning Board of Adjustment - Buxton Meeting Room |
| 2/05 | 9:00am | School District Deliberative Session - Hudson Community Center |
| 2/08 | 7:00 | Board of Selectmen - BOS Meeting Room |
| 2/09 | 7:00 | Planning Board - Hudson Community Center |
| 2/12 | 9:00am | Town Deliberative Session - Hudson Community Center |

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on January 11, 2022

- 1) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Nicholas Fazio for the position of Truck Driver/Laborer at a rate of \$20.72 per hour (Grade VIII Step 1) in accordance with Hudson Public Works Local #1801 AFSCME agreement. Carried 5-0.
- 2) Selectman Gagnon made a motion, seconded by Selectman Morin to hire Logan Monroe as a part time HCTV Videographer Regular Special Shift Employee at a rate of \$60.00 per meeting, with every hour over four (4) hours at a rate of \$15.00 per hour. Carried 5-0.
- 3) Selectman Gagnon made a motion, seconded by Selectman Roy to reinstate Michael Johnson to full time status in his position as HCTV Production Coordinator. Carried 5-0.
- 4) Selectman Morin made a motion, seconded by Selectman Guessferd to allow Chief William Avery to buy back all of his vacation time. Carried 5-0.
- 5) Selectman Morin made a motion, seconded by Selectman Guessferd to appoint John Beike to the position of IT Director for the Town of Hudson starting January 12, 2022, at an annual salary of \$102,211 with a review and adjustment after six months. Carried 4-1 with Selectman Roy opposed.

6) Selectman Morin made a motion, seconded by Selectman Guessferd to appoint Captain Tad Dionne as Hudson Police Chief effective February 26, 2022. Carried 5-0.

7) Selectman Gagnon made a motion, seconded by Selectman Guessferd to adjourn at 10:52p.m. Carried 5-0.

8. NEW BUSINESS

- A. Public Hearing - Acceptance of 2022 Exotic Aquatic Plant Control Grant
- B. Contract Approval for DASH and Herbicide Treatment for removal of milfoil at Ottarnic Pond and Robinson Pond
- C. February 22, 2022 Board of Selectmen Meeting

9. REMARKS BY TOWN ADMINISTRATOR

10. REMARKS BY SCHOOL BOARD

11. OTHER BUSINESS/REMARKS BY THE SELECTMEN

12. NONPUBLIC SESSION

RSA 91-A:3 II (b) The hiring of any person as a public employee.
RSA 91-A:2 I (a) Strategy or negotiations with respect to collective bargaining.

THE SELECTMEN MAY ALSO GO INTO NON-PUBLIC SESSION FOR ANY OTHER SUBJECT MATTER PERMITTED PURSUANT TO RSA 91-A:3 (II).

13. ADJOURNMENT

Reminder...
**Items for the next agenda, with complete backup, must be in the Selectmen's Office
no later than 12:00 noon on Thursday, February 3, 2022**

TOWN OF HUDSON
Nominations & Appointments/Talent Bank Application Form
(Hudson, NH Residents Only)

Agenda
1-11-22

Date: 12-29-2021

GERALD (GARY) DEARBORN 136 HIGHLAND ST
Name Street Address

(603) 889-1397 SAME
Home Phone Number Work Phone Number

CREDIT UNION MANAGER
Occupation (or former occupation, if retired)

BUSINESS DEGREE
Education/Special Interests

PREVIOUS 9 YEARS ZBA
Professional/Community Activities

VACANCY
Reason(s) for applying

Reference(s)

Please check area in which you are interested in serving, and return this form to
The Selectmen's Office, 12 School Street, Hudson, NH 03051

- | | | |
|----------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------|
| Member <input checked="" type="checkbox"/> | Alternate <input type="checkbox"/> | Reappointment <input type="checkbox"/> |
| <input type="checkbox"/> Benson Park Committee | <input type="checkbox"/> Building Board of Appeals | |
| <input type="checkbox"/> Cable Utility Committee | <input type="checkbox"/> Conservation Commission | |
| <input type="checkbox"/> Municipal Utility Committee | <input type="checkbox"/> Nashua Regional Planning Commission | |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Recreation Committee | |
| <input type="checkbox"/> Sustainability Committee | <input type="checkbox"/> Citizens Traffic Advisory Committee | |
| <input checked="" type="checkbox"/> Zoning Board of Adjustment | | |

Area(s) of Expertise:

- | | |
|----------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Architecture/Construction | <input type="checkbox"/> Environmental Planning |
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Communications |
| <input checked="" type="checkbox"/> Finance | <input type="checkbox"/> Other _____ |

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in its employment/appointment practices. Applicants must be Hudson, NH residents. For additional information, call 886-6024. Appointees are required to complete a Financial Interest Disclosure Form (FIDF) in accordance with the Town Code.

Circle One

Yes No Hudson Resident

G. Dearborn
Signature of Applicant

GDEARBORN@M4FAIRPOINT,
e-mail address
MEY

5A-1
RECEIVED
DEC 29 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
11-23-21
RECEIVED
NOV 18 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE
5A-2

How may we help you?

Submission #54

Print Resend e-mails

[Previous submission](#)

[Next submission](#)

Submission information

Form: Board & Committee Application
Submitted by Visitor (not verified)
Mon, 11/08/2021 - 7:36am
50.225.78.102

Date

Mon, 11/08/2021

First Name

Brian

Last Name

Pinsonneault

Street Address

8 copper hill rd

Home Phone

6039306446

Work Phone

6035943560

E-mail Address:

pinsonneaultb@nashuapd.com

Education

High School Diploma

Occupation (or former occupation if retired)

Program Administrator

Special Interests

Hunting, Outdoor Activities, Conservation

Professional/Community Activities**Reference**

William Collins

Reason for Applying

I'm interested in assisting with continuing the work of protecting the public open spaces and ensuring access and protection of forests and wetlands within the town of Hudson.

Please check the area in which you are interested in serving:

~~XXXXXX~~ member term to expire 12/31/24

Please select area of interest

Conservation Commission

Areas of Expertise

Other

Are you a Hudson, NH resident?

yes

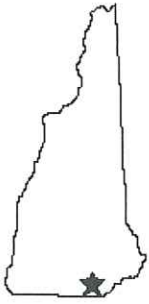
[Previous submission](#)

[Next submission](#)



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12 School Street | Hudson, NH 03051 | (603) 886-6000



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

RECEIVED

JAN 20 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
1-25-22

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 25, 2022

FROM: Jim Michaud, Chief Assessor

RE: Veteran Tax Credits:

6 Empire Cir. – map 217/ lot 003/ sub 015
27 Baker St. – map 174/ lot 019
23 Krystal Dr. – map 168/ lot 002/ sub 024

I recommend the Board of Selectmen sign the PA-29 forms granting Veteran Tax Credits to the property owners listed below. The residents have each provided a copy of their DD-214 verifying that they qualify for the credit.

Thomas Byrne - 6 Empire Cir. – map 217/ lot 003/ sub 015
Joshua Hill - 27 Baker St. – map 174/ lot 019
Carl Owens - 23 Krystal Dr. – map 168/ lot 002/ sub 024

MOTION: Motion to grant Veteran Tax Credits to the property owners referenced in the above request.



TOWN OF HUDSON
Office of the Assessor

Jim Michaud
Chief Assessor, CAE

email: jmichaud@hudsonnh.gov

www.hudsonnh.gov

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481



TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 25, 2022

FROM: Jim Michaud, Chief Assessor *JM*

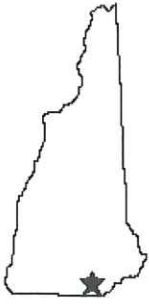
RE: Certification of Yield Taxes Assessed/Timber Warrants:

201 Robinson Rd. – map 105/ lot 017/ sub 002

199 Robinson Rd. – map 105/ lot 017/ sub 003

I recommend the Board of Selectmen sign the following (2) attached Certification of Yield Taxes Assessed and Timber Tax Warrants for:

Stephen L. Chasse
SLC Development
8 Christine Dr.
Hudson, NH 03051



TOWN OF HUDSON
Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov

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JAN 20 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
1-25-22

To: Board of Selectmen
Steve Malizia, Town Administrator

January 25, 2022

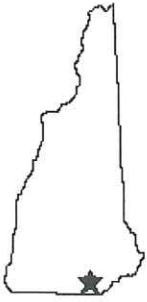
From: Jim Michaud, Chief Assessor

Re: 2021 property tax - supplemental tax bill
Map 191 Lot 70 – 35 B Street

The above property incorrectly received a Veteran's Tax Credit (\$600.00) for the 2021 property tax year. In the course of the Assessing Department's Veteran Tax Credit requalification process we have discovered that there was no eligible veteran that was an owner of this property for the 2021 property tax year. Therefore, no veteran's tax credit can be sustained on the property for the 2021 property tax year. The attached supplemental tax bill corrects for the above, the property owner has been contacted in regards to this matter. The statutory references for the disqualification from the tax credit program are found under RSA 72:33 I, for supplemental tax bills the statutory cite is RSA 76:14.

Motion: To approve a supplemental tax bill for 2021 tax year property taxes for Map 191 Lot 70, 35 B Street, as attached, as recommended by the Chief Assessor.

2021SuppBill35BStreet



TOWN OF HUDSON

Office of the Chief Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov
www.hudsonnh.gov

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JAN 20 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
1-25-22

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

To: Board of Selectmen
Steve Malizia, Town Administrator

January 25, 2022

From: Jim Michaud, Chief Assessor

Re: 2021 property tax abatement - Pro-rated Assessment for Damaged Buildings
Map 150 Lot 1-1 & Lot 1-2 - 82A & 82B Greeley Street

The two properties above both suffered unintended fires on 12/9/2021 that caused the properties to be uninhabitable. A state law, RSA 76:21 as attached, mandates that as long as the applicants have filed their abatement applications within 60 days of the fire event, and that the fire caused the property to be unoccupied, and that the fire was unintended, that the property owners are eligible for a pro-ration of property taxes (attributable to the building only) for that tax year. The property owners, and properties, meet all of the above criteria, the proration goes from 12/9/2021 through 3/31/22, the end of the property tax year for 2021. The properties have obtained permits to rebuild but the properties will not be able to be occupied prior to March 31, 2022. The attached abatement form tallies up the prorated property tax amounts, for the buildings only, to be abated as per state law.

Motion: To approve an abatement for prorated 2022 property taxes for Map 150 Lot's 1-1 & 1-2, 82A & 82B Greeley Street as per the attached abatement forms, as recommended by the Chief Assessor.

82A&BGreeleyStProratedAbate

TITLE V TAXATION

CHAPTER 76 APPORTIONMENT, ASSESSMENT AND ABATEMENT OF TAXES

Prorated Assessments for Damaged Buildings

Section 76:21

76:21 Prorated Assessments for Damaged Buildings. –

- I. Whenever a taxable building is damaged due to unintended fire or natural disaster to the extent that it renders the building not able to be used for its intended use, the assessing officials shall prorate the assessment for the building for the current tax year. For purposes of this paragraph, an unintended fire means a fire which does not arise out of any act committed by or at the direction of the property owner with the intent to cause a loss.
- II. The proration of the building assessment shall be based on the number of days that the building was available for its intended use divided by the number of days in the tax year, multiplied by the building assessment.
- III. A person aggrieved of a property tax for a building damaged as provided in paragraph I shall file an application with the assessing officials in writing within 60 days of the event described in paragraph I or by March 1, whichever is later.
- IV. Proration of the assessment shall be denied if the assessing officials determine that the applicant did not meet the requirements of this section or acted in bad faith.
- V. The total tax reduction from proration under this section for any city or town shall be limited to an amount equal to 1/2 of one percent of the total property taxes committed in the tax year. If the assessing officials determine that it is likely that this limit will be reached, the proration shall not be applied to any additional properties.
- VI. Nothing in this section shall limit the ability of the assessing officials to abate taxes for good cause shown pursuant to RSA 76:16.
- VII. Appeals of a decision under this section shall be to the board of tax and land appeals or the superior court as set forth in RSA 76:16-a or RSA 76:17.

Source. 2012, 169:2, eff. April 1, 2013. 2018, 282:8, eff. Jan. 1, 2019.

TOWN OF HUDSON
12 School Street
Hudson, New Hampshire 03051
603-886-6024

6B-1

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

Please complete the following information in full and return application to the Zoning Department.

1. Applicant JAMES KUBIT DOB 08 / 28 / 1953
2. Applicant's Address 5 Christopher Ln Pelham 03076
Home Phone # _____ Business Phone # 603-548-0825
3. Goods sold in the Name of Jimmy's Catering
Address & Phone # if different from Self _____
4. Type of Vending Operation/Merchandise to be sold hot/cold food
5. Description of Stand or Vehicle (include Make/Model) 2001 Gammem Olsen VAN
License # 128-9846 Registration # 0652A0050758
6. Date of Sales YEAR ROUND
7. Proposed Location(s) of Sales (be specific) Hudson Industrial Park - Exec. Dr. etc
8. Approximate length of time at each Location 5-10 min

• If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.

• Include copy of valid New Hampshire Hawker/Peddler/Itinerant Vendor's License* obtained through the Secretary of State's Office (271-3242), and in the case of sales relating to foods or beverages, a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).

• Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.

• Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.

*Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-II)

I, the undersigned, certify that all information provided in this application is true and complete to the best of my knowledge. I understand that any false statement will be considered sufficient grounds to refuse issuance of a license to operate within the Town of Hudson, New Hampshire.

Name [Signature] Date 12/26/21

E-mail Address Jimmy82853@msw.com

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

State License (Date of expiration) 12 / 22 / 22

Health License (Date of expiration) 6 / 30 / 22

Owner's Permission _____

Recommended

Not Recommended w/reasons _____

Ben Butler

Zoning Administrator

12-30-21

Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

Not Recommended w/reasons _____

William Long

Chief of Police

1/6/22

Date



New Hampshire Department of Health and Human Services
FOOD PROTECTION SECTION
29 Hazen Drive
Concord, NH 03301-6503
603-271-4589

Food Service License

This certificate of license has been issued to

JAMES KUBIT

known as

JIMMY'S CATERING


located at

5 CHRISTOPHER LN in PELHAM in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

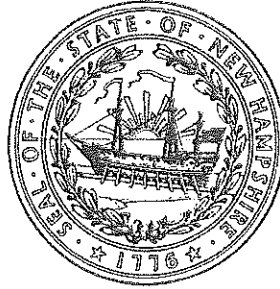
This license will be in force to June 30, 2022

Establishment Type 16D3 Cook Unit
Seating 0
Facility ID FA0002026


Colleen Smith, Administrator
Food Protection Section
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE

The State of New Hampshire
Hawker & Peddler State License
Department of State



(not valid unless signed by Applicant)

Date December 22, 2021

This certifies that in accordance with RSA Chapter 320

James Kubit of 5 Christopher Lane, Pelham, NH 03076
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said James Kubit to sell, throughout the state, any goods, wares and
merchandise, the sale of which is not prohibited by the laws of this state.

Date of Birth 8/28/1953 Height 6'0" Weight 205

Color of Hair Gray Color of Eyes **Hazel**

Distinguishing Characteristics **None**

License Number **2021/378**

This License Expires December 22, 2022

Deputy Secretary of State

This license may be laminated



**TAG DAY SALES
Hudson, NH**

Agenda 1-25-22
RECEIVED
JAN 18 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

6B-2

**RSA 31:91
Soliciting Funds**

The right to grant permits for soliciting funds for charitable purposes and for the sale of tags, flowers or other objects for charitable purposes shall be vested in the mayor and aldermen of a city or the selectmen of towns.

Instructions to obtain a Tag Day Permit:

- 1) **Submit a letter to the Board of Selectmen at 12 School Street, Hudson, NH 03051, stating the date, time and location that the collection of funds will take place. (Information can be FAXed to 603-598-6481)**
- 2) **Indicate how the collected funds will be used/distributed or to whom it will benefit or to whom the funds will be collected on behalf of. Include verification of being properly registered with the NH Attorney General's Office, Division of Charitable Trusts, unless exempt, i.e., governmental subdivisions or religious organizations, who shall provide verification they are the bona fide representative of an exempt entity (RSA 7:19, et seq).**
- 3) **Include name, address, phone number and e-mail address of a contact person in case there are questions, concerns or if additional information is required.**
- 4) **Include a signed letter of permission from the establishment where the collection of funds will take place.**

For Office Use Only

Organization Girl Scouts Keystone Service Unit 219

 Approved Denied by Board of Selectmen on 1-25-22.

If denied, reason _____.

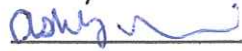
Board of Selectmen Chairman

To the Town of Hudson,

I, Ashley Medeiros, am requesting permission for the Girl Scout Keystone Service Unit 219 Community of Hudson/Pelham to use the Palmer CTE Center front entrance for a cookie booth drive through on the following weekend dates of 2022: February 12th and 13th, 19th and 20th, 26th and 27th; March 5th and 6th, 12th and 13th, 19th and 20th. The cookie booths will run 9am-4pm. All sales will benefit the assigned troop that signs up to sell girl scout cookies during those dates and times.

Thank you,

Ashley Medeiros



12 Oak Ave, Hudson NH 03051

(603)285-2758

aymedeiros@yahoo.com

on my
Christash
organization list

S
1-18-22

To Town of Hudson,

I ERIC FRAUDWRIGHT give permission to the Girl Scouts Troops in Community 219, Hudson & Pelham, to use the front entrance of the Palmer CTE Center for drive-thru cookie booths on Saturdays and Sundays February 12, 2022-March 20, 2022.

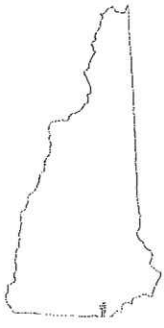
Thank you,

A handwritten signature in black ink, appearing to read "Eric Fraudwright". The signature is stylized with a large initial "E" and a long horizontal stroke.

Alvirne High School Palmer CTE Center

200 Derry Road

Hudson NH 03051



TOWN OF HUDSON

Police Department

Partners with the Community

1 Constitution Drive, Hudson, New Hampshire 03051
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 886-0605



6D-1

*William M. Avery, Jr.
Chief of Police*

*Captain Tad K. Dionne
Operations Bureau*

*Captain David A. Cayot
Special Investigations Bureau*

*Captain David A. Bianchi
Administrative Bureau*

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: Tad Dionne, Captain 

Date: 19 January 2022

Re: Agenda Item – 25 January 2022

Scope:

The police department would like to meet at the next scheduled Board of Selectman meeting on 25 January 2022. A resident who wishes to remain anonymous donated \$150.00 in gift cards to members of the Hudson Police Department. We wish to donate this \$150.00 in gift cards to members of the Police Department participating in the Winni-Dip for supplies.

Motion:

To accept the donation in the amount of \$150.00 in gift cards from the anonymous resident.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



TOWN OF HUDSON
Engineering Department

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-51

RECEIVED
JAN 18 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE



8A

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer

DATE: January 25, 2022

RE: Acceptance of the 2022 Exotic Aquatic Plant Control Grant from NHDES

Attached please find the Grant Agreement from the NHDES for the acceptance of the Exotic Aquatic Plant Control Grant. With this grant, the Town will receive a 50% cost match in 2022 for the herbicide (chemical) treatment and DASH (Diver Assisted Suction Harvesting) services for Robinson and Ottarnic Ponds.

The Town portion of the costs will come from the Conservation Commission Professional Services budget (Acct. # 5586-252). The total grant amount will be for up to \$37,880.00, and will be broken down as follows:

Herbicide (Chemical) Treatment:

Total Treatment Cost: \$ 61,660.00
Herbicide Grant Award: \$ 30,830.00
Town Cost: \$ 30,830.00
Contractor: Solitude Lake Management

DASH Work:

Total DASH Cost: up to \$ 14,100.00
DASH Grant Award: \$ 7,050.00
Town Cost: \$ 7,050.00
Contractor: Aqualogic Inc.

Motion:

For the Board of Selectmen to accept the Exotic Aquatic Plant Control Grant from the NHDES for services for spring/summer of 2022.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 29, 2021

Town of Hudson
 c/o Doreena Stickney and Elvis Dhima

Dear Ms. Stickney and Mr. Dhima:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2022. Below is a breakdown of total project cost(s), grant award (50% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	Diver/DASH
Total Cost	\$61,660 (ProcellaCOR and Flumioxazin treatments in Robinson and Otternic)	\$14,100 (10 days of DASH)
Grant Award	Up to \$30,830	Up to \$7,050
Local Cost	\$30,830	\$7,050
Service Provider	SOLitude Lake Management	Aqualogic

Total Grant Award: \$37,880.00

DES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2022.

PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW:

Please print the Grant Agreement, Exhibits and Certificate of Authority (attached to email and specified below), on plain white paper, single-sided, and complete as detailed below:

- Grant Agreement:** Please have the appropriate person in your organization, who is authorized to sign on behalf of the organization, complete lines 1.11 through 1.12 of the Grant Agreement. This same person must initial and date the bottom right of each of the three pages of this document.
- Exhibits:** Each of the pages in the Exhibits A-C document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #1 above, and should have the same date as that for when the Grant Agreement was signed.

- Certificate of Authority:** This is a certificate that verifies that the person who signs the Grant Agreement in #1 above is in a position that is authorized to do so. This form must be completed by someone other than the person who signed/initialed the Grant Agreement and Exhibits.

For example: If the President of your organization filled out the Grant Agreement and initialed and dated the pages of the Grant Agreement, and initialed and dated the pages of the Exhibits, then *someone else* like the Treasurer, Vice President, Secretary, or other officer will serve as the "certifying officer" and can fill out the Certificate of Authority, verifying, in their own capacity, that the President was authorized to sign the Grant Agreement and initial the Exhibits. Basically, *the person who fills out the grant agreement cannot fill out this Certificate, they can only be named on it as the person authorized to sign the grant agreement for your group.*

Items 1-3 should be completed and returned to my attention at the address below no later than February 11, 2022.

All payments/disbursements will be made on a reimbursement basis upon submission of appropriate invoicing for services or materials rendered, and the appropriate match percent will be applied to each invoice received by NHDES.

Please note that the contractual process cannot begin until we have all of the completed paperwork from your group. Your rapid attention in preparing these documents and returning them to me is much appreciated, and it will aid in expediting this frequently lengthy grant approval process.

I will be working on preparing and/or updating (as appropriate) a long-term management plan for your waterbody. Once it is fully drafted, I will be sending it to you electronically for review. In late February, I will be sending it to the contractor(s) who will be performing the control actions for your waterbody, so they can use it for planning purposes.

If you have not already done so, please confirm with the contractor(s) listed in the table above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2022.

If you have questions at any point during the grant process, or would like clarification on how to complete the paperwork, please do not hesitate to contact me at Amy.Smagula@des.nh.gov. *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,



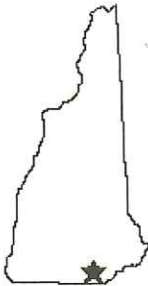
Amy P. Smagula
Exotic Species Program Coordinator

RECEIVED

Agenda
1-25-22

JAN 18 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



TOWN OF HUDSON

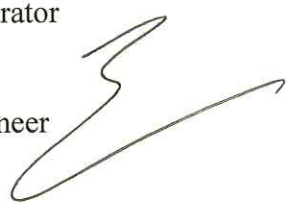
Engineering Department

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

8B

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen Chairman

FROM: Elvis Dhima, P.E., Town Engineer 

DATE: January 25, 2022

RE: Contract Approval for DASH and Herbicide Treatment for removal of milfoil at Ottarnic Pond and Robinson Pond

Attached are the contract agreements for Solitude Lake Management for the herbicide treatment and Aqualogic for the DASH (Diver Assisted Suction Harvesting) work at Robinson and Ottarnic Ponds.

These contractors were selected by the NHDES, and the services are covered by the Exotic Aquatic Plant Control Grant for a 50% cost match up to \$37,880.00.

Motion:

To approve and sign the attached 2022 contracts for:

- Solitude Lake Management for herbicide treatment at Robinson and Ottarnic Ponds as needed, for up to \$61,660.00.
- Aqualogic for DASH work at both Robinson and Ottarnic Ponds as needed, for up to \$14,100.00.

The cost for these contracts will be covered by the NHDES Exotic Aquatic Plant Control Grant at a 50% cost match, and the Town portion of up to \$37,880.00 will be covered through the Conservation Commission Professional Services account (Acct. # 5586-252).



SERVICES CONTRACT

CUSTOMER NAME: **Town of Hudson - OTTERNIC POND - Hudson, NH (O2148)**

SUBMITTED TO: **Doreena Stickney – Town of Hudson**

CONTRACT DATE: November 23, 2021

SUBMITTED BY: Pete Beisler, Senior Aquatic Specialist

SERVICES: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl) & Flumioxazin** herbicide treatment(s) to control invasive fanwort and variable milfoil in **Otternic Pond** during the **2022** season.

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

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

2. PAYMENT TERMS. The fee for the Services is **\$28,710.00**. The Customer shall pay upon completion of each task. SÖLitude shall invoice the Customer following completion of each Service. If the entire contract **cannot** be signed at this time, please sign the **Task 1: Permit Application Approval** (this will allow SÖLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given).

Task 1: Permitting	\$1,580.00
Task 2.1: Herbicide Treatment	\$14,670.00
Task 2.2: Herbicide Treatment	\$6,660.00
Task 3: Residue Sampling	\$4,200.00
Task 4: Post-Treatment Survey(s)	\$800.00
Task 5: State Reporting	\$800.00

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. 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, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice 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. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

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expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. 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.

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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. 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.

6. 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



7. 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.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. 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 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.
10. 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.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. 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.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Town of Hudson

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

Customer's Address for Notice Purposes:

12 School St.
Hudson, NH 03051
Attn: Engineering

Task 1: Permit Application Approval

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Town of Hudson

By: _____

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SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES

Task 1: Permitting:**

1. SŌLitude staff will be responsible for the following:
 - a. Obtaining Preparing and filing a Special Permit Application around **March** and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to **50** abutters and publication of **1** newspaper legal notice.
(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

****if the entire contract cannot be signed at this time, please sign the Task 1: Permit Application Approval above (this will allow SŌLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given).**

Customer Responsibilities:

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 Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Task 2.1 - 2.2: Herbicide Treatment:

1. SŌLitude will perform initial chemical treatment of **up to 20 acres** with **Procellacor EC™** in **late June** and **Fumioxazin** in **July** - inclusive of required certified mailings to a maximum of **50** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

*(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; **please note that less acreage may require higher application rate**; notifying additional abutters via certified mail will carry an additional cost per abutter; unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SŌLitude) around the treatment area(s) prior to treatment)*

Task 3: Herbicide Residue Testing:

1. SŌLitude will perform herbicide residue testing **June-July/August**, assuming **2** sampling rounds and analysis of up to **4-6** samples total **per treatment** is required. A **grand total** of approximately **4 sampling rounds** and **8 samples** will be taken during the treatment program.

(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SŌLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$300-\$325/sample analyzed and \$400-\$500 per sample collection round.)

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Task 4: Post-Treatment Survey:

1. SOLitude will perform a post-treatment survey in approximately **August-October** after the completion of the herbicide treatment(s) to assess the treatment impacts and successes.

Task 5: Year-End Reporting:

1. An end of the year report will be prepared and provided to the State, as required by the permit.
2. The year-end report is anticipated to be completed and provided in **October-November**.

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.
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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Otternic Pond Hudson



Legend

 Otternic_Pond_2022_Potential_Treatment_Areas

0 0.04 0.08 0.16
 Miles



BID GUIDANCE

HERBICIDE TREATMENT BID NOTE

PLEASE PROVIDE A BID FOR PERFORMING
AN HERBICIDE TREATMENT IN 2022 AS OUTLINED BELOW:

TARGET SPECIES: VARIABLE MILFOIL AND FANWORT
TREATMENT ACRES: UP TO 20 ACRES
MEAN DEPTH OF TREATMENT AREAS: 4 FEET
TREATMENT DETAIL: LATE JUNE OR EARLY JULY

TREATMENT AREAS MAY BE SMALLER THAN
THE FOOTPRINT SHOWN, AND WILL BE FINALIZED BASED
ON FIELD SURVEYS 3 WEEKS PRIOR TO TREATMENT.

PLEASE PROVIDE PRODUCT OPTIONS
AND APPLICATION RATES THAT YOU DEEM APPROPRIATE
FOR THIS SITE, AS WELL AS A LINE-ITEM BUDGET SHOWING
PROJECTED COSTS.

BIDS ARE DUE AT NHDES, CARE OF AMY SMAGULA AT
AMY.SMAGULA@DES.NH.GOV BY NOVEMBER 30, 2021.

SERVICES CONTRACT

CUSTOMER NAME: **Town of Hudson - ROBINSON POND - Hudson, NH (O2148)**

SUBMITTED TO: **Doreena Stickney – Town of Hudson**

CONTRACT DATE: November 23, 2021

SUBMITTED BY: Pete Beisler, Senior Aquatic Specialist

SERVICES: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl) & Flumioxazin** herbicide treatment(s) to control invasive fanwort and variable milfoil in **Robinson Pond** during the **2022** season.

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

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

2. PAYMENT TERMS. The fee for the Services is **\$32,950.00**. The Customer shall pay upon completion of each task. SÖLitude shall invoice the Customer following completion of each Service. If the entire contract **cannot** be signed at this time, please sign the **Task 1: Permit Application Approval** (this will allow SÖLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given).

Task 1: Permitting	\$1,595.00
Task 2.1: Herbicide Treatment	\$17,360.00
Task 2.2: Herbicide Treatment	\$8,195.00
Task 3: Residue Sampling	\$4,200.00
Task 4: Post-Treatment Survey(s)	\$800.00
Task 5: State Reporting	\$800.00

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. 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, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice 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. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

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expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. **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.

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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. **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.

6. **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.

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7. 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.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. 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 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.
10. 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.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. 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.

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ACCEPTED AND APPROVED:

SÔLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Town of Hudson

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

Customer's Address for Notice Purposes:

12 School St.
Hudson, NH 03051
Attn: Engineering

Task 1: Permit Application Approval

SÔLITUDE LAKE MANAGEMENT, LLC.

By: _____

Town of Hudson

By: _____

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SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES

Task 1: Permitting:**

1. SÖLitude staff will be responsible for the following:
 - a. Obtaining Preparing and filing a Special Permit Application around **March** and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to **55** abutters and publication of **1** newspaper legal notice.
(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

****if the entire contract cannot be signed at this time, please sign the Task 1: Permit Application Approval above (this will allow SÖLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given).**

Customer Responsibilities:

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 Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Task 2.1 - 2.2: Herbicide Treatment:

1. SÖLitude will perform initial chemical treatment of **up to 25 acres** with **Procellacor EC™** in **late June** and **Flumioxazin** in **July** - inclusive of required certified mailings to a maximum of **55** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

*(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; **please note that less acreage may require higher application rate**; notifying additional abutters via certified mail will carry an additional cost per abutter; unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SÖLitude) around the treatment area(s) prior to treatment)*

Task 3: Herbicide Residue Testing:

1. SÖLitude will perform herbicide residue testing **June-July/August**, assuming **2** sampling rounds and analysis of up to **4** samples total **per treatment** is required. A **grand total** of approximately **4 sampling rounds** and **8 samples** will be taken during the treatment program.

(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SÖLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$325/sample analyzed and \$400-\$500 per sample collection round.)

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Task 4: Post-Treatment Survey:

1. SÖLitude will perform a post-treatment survey in approximately **August-October** after the completion of the herbicide treatment(s) to assess the treatment impacts and successes.

Task 5: Year-End Reporting:

1. An end of the year report will be prepared and provided to the State, as required by the permit.
2. The year-end report is anticipated to be completed and provided in **October-November**.

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.
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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Robinson Pond Hudson

Robinson_Pond_2022_Potential_Treatment_Areas



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Miles

BID GUIDANCE

HERBICIDE TREATMENT BID NOTE

PLEASE PROVIDE A BID FOR PERFORMING
AN HERBICIDE TREATMENT IN 2022 AS OUTLINED BELOW:

TARGET SPECIES: VARIABLE MILFOIL AND FANWORT
TREATMENT ACRES: UP TO 25 ACRES
MEAN DEPTH OF TREATMENT AREAS: 5 FEET
TREATMENT DETAIL: LATE JUNE OR EARLY JULY

TREATMENT AREAS MAY BE SMALLER THAN
THE FOOTPRINT SHOWN, AND WILL BE FINALIZED BASED
ON FIELD SURVEYS 3 WEEKS PRIOR TO TREATMENT.

PLEASE PROVIDE PRODUCT OPTIONS
AND APPLICATION RATES THAT YOU DEEM APPROPRIATE
FOR THIS SITE, AS WELL AS A LINE-ITEM BUDGET SHOWING
PROJECTED COSTS.

BIDS ARE DUE AT NHDES, CARE OF AMY SMAGULA AT
AMY.SMAGULA@DES.NH.GOV BY NOVEMBER 30, 2021.



Contract for Services

(Robinson and Ottarnic Ponds, Hudson NH)

THIS Contract between Aqualogic Inc., Milfoil Contractor, Johnsbury NY (referred to as "Aqualogic" from here) and the Town of Hudson, Hudson NH (referred to as "TOWN OF HUDSON" from here) for 2022.

- 1) Services: TOWN OF HUDSON together with the New Hampshire Department of Environmental Services (NHDES), shall have the sole authority to dictate direction of the work covered by this Contract, that is to be completed by Aqualogic as authorized by current NHDES plant removal permit(s) issued to the TOWN OF HUDSON, a copy of which will be furnished to Aqualogic at least thirty (30) days prior to the commencement of work. Services will consist of Aqualogic's "Diver/DASH day" as defined below:

Diver/DASH Day

Description of Diver/DASH day:

- Each workday includes up to 2 hours of preparation, area survey and clean up, and 6 hours of total dive time. Tenders record when the diver enters and exits the water.

Team Information:

Number of Divers

3

Personnel Info:

- The work crew consists of 3 on-site personnel. All personnel are PADI Weed Control Certified, Open Water Certified and First Aid/CPR AED Certified.
 - Personnel Certifications – Divers are Open Water and Weed Control Certified. All team members are CPR/AED/First Aid trained and certified per OSHA regulations. Aqualogic is approved by the NHDES and meets all local and federal regulations.
- 2) Diver/DASH Day Rate: TOWN OF HUDSON shall pay the Aqualogic for its services a fee of One Thousand Four Hundred dollars (\$1400.00) per day for up to ten (10) days of work with a one-time set up fee of One Hundred dollars (\$100.00) payable within thirty (30) days of TOWN OF HUDSON's receipt of Aqualogic's invoice.
 - 3) Contract Period: Work shall commence on or after May 15, 2022 and finish before September 30, 2022. The TOWN OF HUDSON may extend the term of this contract at the rate above based on the availability of Aqualogic Divers. All scheduled work must be preapproved by Amy Smagula from the NHDES, and Elvis Dhima, the Town Engineer, prior to work being done.
 - 4) In case of inclement weather or equipment failure, TOWN OF HUDSON will only be charged for days worked.

- 5) Payment cycle: The TOWN OF HUDSON shall pay Aqualogic according to the following schedule of payment, the total contract amount of which shall not exceed \$14,100.00.
- 6) Down Payment: The TOWN OF HUDSON shall pay Aqualogic a down payment of \$1,400.00 on or before April 1, 2022. This payment shall be deducted from the first harvesting invoice.
- 7) Down Payment Refund: Aqualogic shall return the down payment of \$1,400.00 to the TOWN OF HUDSON if:
 - A. The NHDES notifies Aqualogic that no milfoil was found, and all surveys are complete for the season.
 - B. Aqualogic does not complete any Diver/DASH Days in Robinson Pond or Otternic Pond within the contract period as stated in #3 of this contract.
- 8) Aqualogic shall submit invoices to the TOWN OF HUDSON on a weekly basis, calculated in half day, full day increments. Invoices shall include harvest reports for each day worked and a harvest map for the week. Payment shall be made within thirty (30) days of acceptance of a complete invoice. Harvest reports shall comply with the terms of conditions of the NHDES permit.
- 9) Aqualogic (including agents and employees) is not an employee of TOWN OF HUDSON and is not entitled to any benefits or other payments associated with an employer-employee relationship. Aqualogic is solely responsible for worker's compensation insurance and other insurances that apply to performance under this contract. Aqualogic is responsible for any and all licenses and permits required under state or federal law for any operations carried out under this contract, except for the DES permit obtained by the TOWN OF HUDSON.
- 10) This contract may not be assigned.
- 11) This contract shall be governed by the laws of the State of New Hampshire and federal law and regulations. Aqualogic follows all Commercial Diving OSHA regulations.
- 12) This contract contains the entire understanding of the parties and may not be amended or changed except by written instrument signed by the parties.
- 13) Invoices: Aqualogic will submit invoices, harvest reports and harvest maps to the TOWN OF HUDSON. Payment of invoices will be accomplished upon of presentation of invoices according to the schedule above.

CONTRACTOR: Aqualogic, Inc.

CLIENT: TOWN OF HUDSON

12/29/21



Name: Dominic Jude

Title: President

I have authority to bind the Company.

Name:

Title:

Duly Authorized

Hudson
RECEIVED

1-25-22

JAN 20 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

8C

February 22, 2022 BOS Meeting

Each year Hudson's Women's Club hosts Candidate's Night. This allows a moderated forum to introduce all candidates running for local offices such as the School Board, the Budget Committee, the Library Board of Trustees, and the Board of Selectmen.

This year Candidate's Night is scheduled for February 22nd at the Community Center. This date conflicts with a regularly scheduled Board of Selectmen's meeting.

Selectman Guessferd and I have reached out to the Women's Club however there is no date that is not conflicted with other events at the Community Center.

Therefore, so that all interested citizens can participate in both the Board of Selectmen's meeting and Candidates Night I move to cancel the Board of Selectmen's February 22nd meeting, as there is already a meeting scheduled for March 1st.