



TOWN OF HUDSON

Conservation Commission



William Collins, Chairman David Morin, Selectmen Liaison

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

CONSERVATION COMMISSION MEETING AGENDA March 11, 2024

The Town of Hudson Conservation Commission will hold its next meeting on **March 11, 2024** at 7:00 p.m. in the Buxton Meeting Room, located in Town Hall 12 School Street, Hudson, NH.

- ✓ Call to Order
- ✓ Pledge of Allegiance
- ✓ Roll Call
- ✓ Alternates
- ✓ Public Input Related to Non-Agenda Items

I. New Business:

a. None

II. Old Business:

a. None

III. Other Business:

a: Forestry Income - Eric Radlof correspondence

b: April Trail Workday

c: Open Space Continued Discussion

d: February Edition of Hudson Times – duck boxes and other ConCom matters

IV. Financial Status:

Current Report

V. Correspondence

Correspondence a: NHACC Saving Special Places 2024

Correspondence b: Hudson Times Information, NH HB1302 – Election of ConCom members

<https://legiscan.com/NH/text/HB1302/2024>

Correspondence c: Hudson Chamber of Commerce – Article NH Business Review

VI. Approval of Minutes:

a. Meeting Minutes – February 12, 2024

VII. Commissioner's Comments:

Next Regular Meeting: Monday, April 8, 2024 at 7:00 p.m.

William Collins

William Collins, Chairman

Town of Hudson-Rangers Town Forest Timber Sale Accounting (Full Circle Forestry, LLC- Forest Account)
Ranger Drive, Hudson, NH 2023 FINAL 26 JANUARY 2024

Payment Summary

Check Date	Check #	Made out to	From	Explanation	Income	Expense
10/17/2023	1805	Full Circle Forestry, LLC- Forest Account	Townes Logging LLC	10% Deposit	\$3,241.00	--
11/25/2023	1723	Full Circle Forestry, LLC- Forest Account	Townes Logging LLC	Week 1 Payment	\$3,955.08	--
12/8/2023	1730	Full Circle Forestry, LLC- Forest Account	Townes Logging LLC	Week 2 Payment	\$7,642.55	--
12/8/2023	1731	Full Circle Forestry, LLC- Forest Account	Townes Logging LLC	Week 3 Payment	\$4,775.08	--
12/13/2023	1733	Full Circle Forestry, LLC- Forest Account	Townes Logging LLC	Week 4 Payment	\$8,571.81	--
		Town of Hudson	Full Circle Forestry, LLC- Forest Account	Landowner Payment	--	\$28,185.52
Grand Totals:					\$28,185.52	\$28,185.52

Ehrhard,
Please write a check to the Town of Hudson for the amount of \$28,185.52.

Reference Rangers Town Forest Timber Sale

Mail the check to my address. I will finish the documentation and mail it to the town along with our final invoice.

Thanks!

Eric

STUMPAGE SUMMARY

for

Rangers Town Forest

Hudson, Hillsborough County, NH

FINAL HARVEST TOTAL

26-Jan-24

35 +/- Acres Timber Sale Area

SPECIES	Volume MBF	Value/MBF	Total Value	Notes
white pine	74.110	\$195.00	\$14,451.45	
hemlock	17.465	\$65.00	\$1,135.23	
black oak	14.605	\$220.00	\$3,213.10	
red oak	12.840	\$300.00	\$3,852.00	
white oak	1.215	\$210.00	\$255.15	
hickory	0.000	\$200.00	\$0.00	
scarlet oak	0.000	\$210.00	\$0.00	
red maple	0.180	\$200.00	\$36.00	
white ash	0.100	\$200.00	\$20.00	
black/yellow birch	0.000	\$200.00	\$0.00	
white birch	0.000	\$100.00	\$0.00	
black cherry	0.000	\$100.00	\$0.00	
mat logs	9.235	\$200.00	\$1,847.00	
pallet/tie logs	11.175	\$35.00	\$391.13	
Total Logs	140.925		\$25,201.05	
	Volume tons	Value/ton		
whole tree chips	1,776.40	\$0.00	\$0.00	
cordwood	242.50	\$12.00	\$2,910.00	97 Cord
hardwood pulp	0.00	\$12.00	\$0.00	
hemlock pulp	24.80	\$3.00	\$74.40	
white pine pulp	0.00	\$0.00	\$0.00	
Total Pulp	2,043.70		\$2,984.40	
Total Value			\$28,185.45	
Harvest Total			\$28,185.45	

Merrill Hill 207-3 (???), 213-1 (consider Jarry)
Abuts/provides connectivity to Musquash Cons.
Land – ponds, steep slopes, wildlife corridor H

Barrett's Hill 151-59 (recheck status), 143-6 (Town Conservation Land)
Mountain views, fields, wildlife, connectivity to
Robinson Pond parcels, old farm (same owner) H

Robinson Pond 144-2 (Town Conservation Land), 144-3 (Heller)
Abuts Robinson Pond and other Town Land H

Pelham 229-33, 235-12 (Monahan)
Protects Limit Brook Corridor Pond and Swamp
significant wetlands, streams, steep slopes H

Pelham 206-1 (developed), 211-65 (check status?)
Protects Miles Swamp -- significant wetlands,
old farm fields, steep slopes H

South Hudson 243-32 (in-discussion)
Adjacent to both Pelham Town Forest and Hills
Memorial Forest (NE Forestry Foundation),
access to Richman Rd. and scenic pond H

Bush Hill
194-6 (recently sold in trust), 194-9 (Eagles Nest), 195-2, (landlocked)
195-7 (landlocked), 201-12 (Mills-check status)
Mostly Land locked Parcels adjacent to
Proposed Residential Development and
Conservation Land, wildlife corridor, ponds H

Circumferential
Highway Corridor
(Varies)
169-15, 178-22, 178-26, 186-13,
186-14, 194-5, 201-5,
206-32, 212-16, 212-22, 218-1,
222-44
State owned & privately owned abutting parcels
Ponds, streams, steep slopes, wildlife corridor
L

Kimball Hill: 172-1 (now Town Conservation Land)

Pelham 200-7 (check status sold 2018 at end of Wason):
Abuts Miles Swamp -- prime wetland, adjacent
to Town owned land, steep slopes and wetlands L

Pelham 211-67 (check status sold 2021 to Clegg and others):
Adjacent to (downstream from) former Town
Landfill, streams, wetlands, contaminated L

South Hudson 249-2 (house built recently):
Adjacent to 243-32 and Town conservation
easement, Heron Pond, private road access L

South Merrimack 209-1:
Large isolated, undeveloped tract, along river, **Developed**
Commercially Zoned, p/o Friar Property, pond L

North Hudson 102-10: (check status was Alukonis sold 2020):
Large isolated, undeveloped tract, town line,
wetlands, adjacent to farm fields L

North Merrimack 128-6: sold to K&M Developers 2021
near highway corridor L (stream)

Robinson Pond 106-44 (sold 2021), 112-3 (landlocked):
Boyd Rd - abuts Town property, swampy L
Robinson Pond 113-1 Kenia Rd:
Large isolated, undeveloped tract L (check status) abuts Londonderry Line

Robinson Pond 112-2, 117-1 (both Serino): North of Robinson Rd. L

Run: 3/04/24
11:53AM

Expenditure Report - Including Carry Forward Activity
Conservation Committee
 Town of Hudson, NH
 As Of: February 2024, GL Year 2024

Page: 1
 bmckee
 ReportSortedExpenditure
 Conservation

Account Number	Budget	Prior Year Encumbered	Budget & PY Adjustments	Net Budget	MTD Exp	YTD Exp	Encumbered	Balance Available	%Used
Conservation Fund									
06-0000-6500-000-000	Purchase Property 0.00	0.00	0.00	0.00	0.00	328,452.00	0.00	-328,452.00	0.000
06-4619-5586-202-000	Conserv Comm, Sm. Equipment Mtce 2,300.00	0.00	0.00	2,300.00	0.00	183.80	0.00	2,116.20	7.991
06-4619-5586-217-000	Conserv Comm, Assoc Dues/Fees 1,327.00	0.00	0.00	1,327.00	75.00	1,125.00	0.00	202.00	84.778
06-4619-5586-235-000	Conserv Comm, Registration Fees 500.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.000
06-4619-5586-252-000	Conserv Comm, Prof Services 48,626.00	28,000.00	0.00	76,626.00	4,800.00	6,040.00	96,460.00	-25,874.00	133.767
Total Conservation Fund									
Selected Year	52,753.00	0.00	0.00	52,753.00	75.00	331,000.80	73,260.00	-351,507.80	766.328
Prior Year	0.00	28,000.00	0.00	28,000.00	4,800.00	4,800.00	23,200.00	0.00	100.000
Sort Total	52,753.00	28,000.00	0.00	80,753.00	4,875.00	335,800.80	96,460.00	-351,507.80	535.288

Run: 3/04/24
11:53AM

Expenditure Report - Including Carry Forward Activity
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Account Number	Budget	Prior Year Encumbered	Budget & PY Adjustments	Net Budget	MTD Exp	YTD Exp	Encumbered	Balance Available	%Used
Selected Year	52,753.00	0.00	0.00	52,753.00	75.00	331,000.80	73,260.00	-351,507.80	766.328
Prior Year	0.00	28,000.00	0.00	28,000.00	4,800.00	4,800.00	23,200.00	0.00	100.000
Grand Total	52,753.00	28,000.00	0.00	80,753.00	4,875.00	335,800.80	96,460.00	-351,507.80	535.288

**Town of Hudson, NH
Conservation Cash Flow
Fiscal Year 2024**

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>
Conservation												
Beginning Bal.	764,609.09	766,596.24	768,588.55	770,603.72	772,691.53	774,717.46	776,816.41	778,915.30	-	-	-	-
Income												
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Interest	1,987.15	1,992.31	2,015.17	2,087.81	2,025.93	2,098.95	2,098.89	1,968.78	-	-	-	-
Total Income	1,987.15	1,992.31	2,015.17	2,087.81	2,025.93	2,098.95	2,098.89	1,968.78	-	-	-	-
Expenditures												
Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
Bank Charges	-	-	-	-	-	-	-	-	-	-	-	-
Total Expend.	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	766,596.24	768,588.55	770,603.72	772,691.53	774,717.46	776,816.41	778,915.30	780,884.08	-	-	-	-

New Hampshire's Annual Land Conservation Conference

Saving Special Places 2024 Registration is Open!

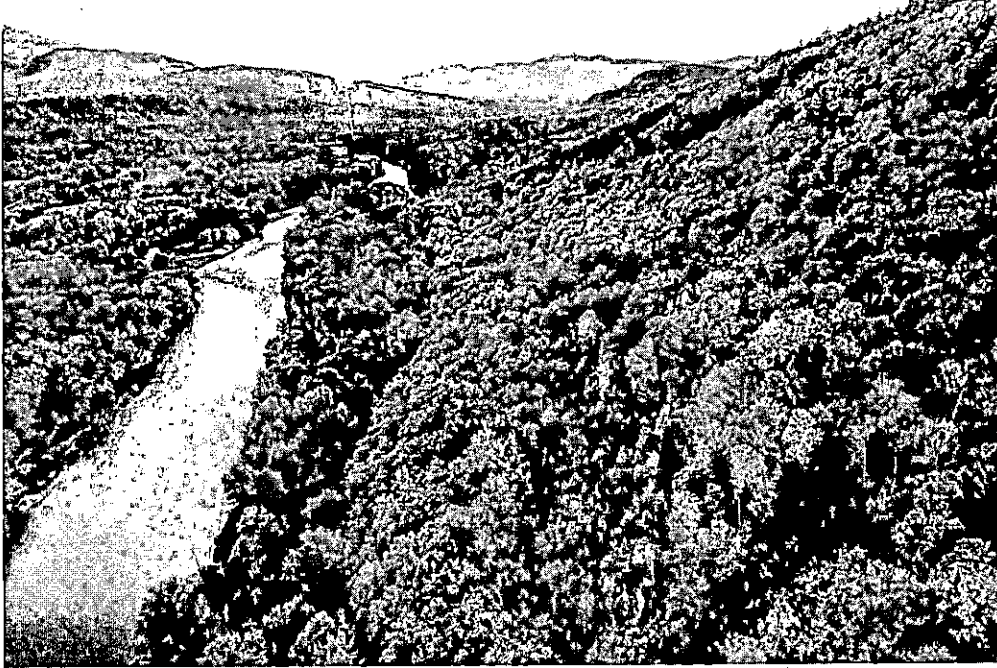


Photo by Ryan Smith, Rooted in Light Media and Society for the Protection of NH Forests.

Saturday, April 6th

Prospect Mountain High School, Alton, NH

Keynote Speaker: Enock Glidden,
Outdoor Accessibility Specialist

**The conference is limited to 200 participants so register
early to reserve your spot!**

Visit the conference website for more details on
registration and workshops.

SAVING SPECIAL PLACES 2024

How to Follow a Bill and Share Your Thoughts with NH Lawmakers

ANNMARIE TIMMINS
NEW HAMPSHIRE BULLETIN

Lobbyists, advocacy groups, and state agency heads are not the only ones who can influence the fate of legislation at the State House. The public can, too. Here's how to find bills, stay up to date on hearings and votes, and tell your lawmakers your thoughts and concerns.

Find a bill: Visit the Legislature's website, gen-court.state.nh.us, and enter a bill number if you have it from the home page. If not, use "advanced search" to find legislation by topic, sponsor, House or Senate committee, or something more general, such as all bills that include state spending.

Follow a bill: Click on

the bill number and choose "introduced" to read the bill and "docket" for the date of public hearings, votes taken, and amendments to the bill. To get the latest information on a bill via email, choose the "subscribe" button. You can also "subscribe" to a topic, such as education or elections, from the Legislature's homepage. Both chambers publish a calendar of upcoming hearings and floor votes. Find links as

well as the option to subscribe on the Legislature's homepage under "calendars and meeting schedules."

Weigh in on a bill: There are two primary ways to share your thoughts with lawmakers. From a bill's homepage, the sponsors' names are hyperlinked to their legislator page, where you'll find their contact information. You can upload written testimony to a full committee or just

indicate whether you oppose, support, or are neutral on a bill from the Legislature's home page, under "meeting resources."

Listen to debate: The House and Senate broadcast their committee hearings and full sessions via their YouTube channels. Visit YouTube. Find the links on the Legislature's homepage, under the links for House or Senate streaming video.

MR. STEER MEATS

— NOW HIRING —
All Positions Part Time

General Run
Dept Heads



Tennessee Gas Pipeline Company, L.L.C.
a Kinder Morgan company

Date: February 23, 2024

HUDSON, TOWN OF
12 SCHOOL STREET
HUDSON, NH 03051

RECEIVED

FEB 27 2024

TOWN OF HUDSON
SELECTMENS OFFICE

Re: 2024 Mowing Program
270B-500 Delivery Line
Parcel ID: 2949

Property Address: 70 RANGERS DR, HUDSON, NEW HAMPSHIRE

Dear Landowner:

Tennessee Gas Pipeline Company (Tennessee) operates and maintains a high pressure natural gas transmission pipeline on a permanent right of way and easement over and across lands owned by you. Tennessee has an on-going program to maintain and improve the safety and reliability of its pipeline system.

In order to maintain a safe and efficient pipeline and provide continuous service to our end users, we have initiated a program to mow our right of way. The maintenance work will be done by Tennessee or its contractor, under the terms of the original Right of Way Agreement. This Agreement provides for the right from time to time to remove all trees and other obstructions from the pipeline right of way to protect the pipeline.

The purpose of the program is to render our rights of way as accessible and observable as they were at the time of the construction of the pipeline. Our clearing work will begin on or about February 28, 2024, and should conclude within two months thereafter. All work will be done in a suitable workmanlike manner, and any disturbed lawn area will be repaired to as close to its original condition as practicable.

If there are any questions or concerns about the program, please contact Carey Diehl in our Hopkinton, MA office at (508) 271-8935 during business hours Monday through Friday from 7:30 AM to 4:00 PM.

Very Truly Yours,

Carey Diehl
Sr. ROW Agent
Tennessee Gas Pipeline Company

- Geneva Rem
- Dept Heads



Tennessee Gas Pipeline Company, L.L.C.
a Kinder Morgan company

Date: February 23, 2024

HUDSON, TOWN OF
12 SCHOOL STREET
HUDSON, NH 03051

RECEIVED

FEB 27 2024

TOWN OF HUDSON
SELECTMENS OFFICE

Re: 2024 Mowing Program
270B-500 Delivery Line
Parcel ID: 8891

Property Address: WINDHAM RD, HUDSON, NEW HAMPSHIRE

Dear Landowner:

Tennessee Gas Pipeline Company (Tennessee) operates and maintains a high pressure natural gas transmission pipeline on a permanent right of way and easement over and across lands owned by you. Tennessee has an on-going program to maintain and improve the safety and reliability of its pipeline system.

In order to maintain a safe and efficient pipeline and provide continuous service to our end users, we have initiated a program to mow our right of way. The maintenance work will be done by Tennessee or its contractor, under the terms of the original Right of Way Agreement. This Agreement provides for the right from time to time to remove all trees and other obstructions from the pipeline right of way to protect the pipeline.

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Very Truly Yours,

Carey Diehl
Sr. ROW Agent
Tennessee Gas Pipeline Company

Timber industry at risk

Rate it

By MICHAEL KITCH

Carbon harbored in trees now a virtual commodity traded between forest landowners and commercial entities



Connecticut Lakes Headwaters Working Forest, the largest privately owned forest in the state. (Courtesy photo)

For centuries, the monetary value of forested land has been realized only when trees are felled, when standing timber is turned to finished lumber. With the onset of climate change, the economics of traditional forestry are being disrupted by monetizing the role of forests as sequesters of CO₂ and storehouses of carbon to address the warming climate.

Carbon harbored in standing trees has become a virtual commodity in the form of credits traded on global markets between forest landowners and commercial entities seeking to offset their greenhouse gas emissions.

In managing a forest for capturing and storing carbon timber, harvests are reduced to reap the value of the carbon in standing trees.

Reduced timber harvests shrink employment and investment in traditional forestry industries while transferring income earned by foresters, loggers, truckers, mechanics and sawmills to the investors and traders plying the carbon markets.

According to the NH Timberland Owners Association, employment in the forest products industry numbers more than 7,200 and generates annual output valued at \$1.6 billion.

At the same time, the timber tax, levied and collected by municipalities at 10% of the stumpage value when trees are cut, is a source of local revenue, particularly in Coos County where it funds a quarter of public expenditures. Altogether, timber taxes returned \$3.7 million in 2019.

Property easement

The issue came to the fore in 2022 when Bluesource Sustainable Forest Company — now Aurora Sustainable Lands — acquired 146,400 acres of the Connecticut Lakes Headwaters Working Forest, the largest privately owned forest in the state. With 1.65 million acres in 14 states, Aurora calls itself “the largest private forestland owner focused entirely on climate mitigation.”

Although the forest is privately owned, since 2003 the state has held a conservation easement on the property. Along with conserving open space, protecting natural resources and fostering wildlife habitat, the easement affirms that foremost among its purposes is “to retain the Property as an economically viable and sustainable tract of land for the production of timber, plywood and other forest products.”

Shawn Hagan, regional director for forest operations at Aurora, has indicated that for the year ending on April 30, the timber harvest would be reduced by between 12,000 and 14,000 cords, less than half the average harvest of 29,000 to 30,000 cords during the past five years.

Patrick Hackley, director of the NH Division of Forests and Lands, said that Aurora has filed an operating plan for the forest for the year May 1, 2023, to April 30, 2024, along with a 10-year stewardship plan for the property. These plans are being reviewed by state officials to ensure the company’s plans comply with the purpose and provisions of the easement.

Meanwhile, U.S. Senator Jeanne Shaheen, who as Governor partnered with then-U.S. Senator Jack Gregg, in acquiring and crafting the easement, as well as Governor Chris Sununu, following the situation.

The inventory of forested land suited to trading in carbon credits is not confined to the North Country or to large tracts of corporately owned forest. Altogether, 82% of land in the state is forested, and 94% of that is classified as timberland that is producing or capable of producing crops of wood.

Approximately 3.5 million acres — nearly three-quarters of all forested land — is privately owned with families holding, by far, the largest share. Moreover, private forests hold three times more carbon than public lands, while on average public lands hold 10% more carbon per acre than private

forests. More than 800,000 acres of forest in private ownership consists of parcels of less than 100 acres, while parcels of 100 to 500 acres amount to another 600 acres.

Carbon credits

Any number of carbon trading entities, conservation organizations as well as commercial enterprises, offer programs to landowners with as little as 10 acres, though most require a minimum of 30 or 40 acres.

The Family Forest Carbon Program, offered by the American Forest Foundation in partnership with the Nature Conservancy, enrolls properties 30 acres or more for a minimum of 20 years. Forest Carbon Works, another conservation organization, caters to landowners with 40 acres or more. Other commercial entities are bundling smaller parcels into more marketable larger tracts.

The prospect that a significant share of forest acreage could be enrolled in carbon credit programs has prompted several controversial legislative proposals to address this change in the management of the state's greatest natural resource.

HB 1687, sponsored by Rep. Arnold Davis (R-Berlin), would impose a moratorium suspending participation in carbon trading programs for two years, "to enable the General Court to develop a plan for the use of natural resources." The bill cites authority granted to the Department of Environmental Services by two statutes: RSA 125-J, referring to the federal Clean Air Act, and RSAO, referring to the Regional Green House Gas Initiative (RGGI).

When the bill came before the House Science, Technology and Energy Committee, Rep. James Tierney (R-Groveton) explained that Aurora traded on the market administered by the California Air Resources Board, where credits apply against the emissions of California industries and contracts run for 100 years.

"How can we lock our forests for 100 years," Tierney asked, "when New Hampshire gets no returns from this activity?" "At the same time," he wondered, "how do we tell property owners what they can and cannot do with their property?" The bill, he said, would provide "time to figure out how to regulate this business."

Speaking in support of the moratorium, Mark Brady, county administrator in Coos County, said that carbon trading would not only "collapse the timber tax" but amount to "a fundamentally different way of looking at our natural resources."

Carbon traders, he warned, "are backed by big money and don't really care about us." He warned the state could lose control of its forests, which offer a wide variety of recreational uses to the public and "change our way of life."

Hackley reminded the committee the challenge is to "balance landowner's rights and the public interest." Without taking a position on the bill, he said that Aurora's acquisition of the Connecticut

Lakes Headwaters Forest, which is governed by easement, is "not a compelling reason for a moratorium" and added "it is not within our authority."

A number of landowners expressed strong opposition to a moratorium. Tom Thomson, of the Thomson Family Tree Farm in Orford, said the Connecticut Lakes Headwaters Forest is "not representative," explaining that he shares his 2,400 acres with the public and doubted whether prohibiting him to enter a carbon credit contract was even legal.

Likewise, Stephen Wood, of Poverty Lane Orchard in West Lebanon, said a moratorium was "unwarranted, not necessary to conduct a study of the issue and going to make a lot of people angry."

Speaking plainly, Don Gorman of Deerfield, former chairman of the NH Libertarian Party, said flatly, "I own this land. Don't tell me what to do with it. We can't buy NH and shut it down."

Matt Leahy of the NH Society for the Protection of Forests, which owns 63,000 acres of forest in 100 municipalities, acknowledged "carbon markets generate a lot of concern," but added that they also represented a source of income defrays the costs of owning and managing forests. He called a moratorium "a blunt instrument" for addressing the issue.

Charles Levesque of Innovative Natural Resources Solutions, LLC, who has followed the carbon markets closely, told the committee that only 10 properties covering less than 200,000 acres are currently enrolled in carbon credit programs.

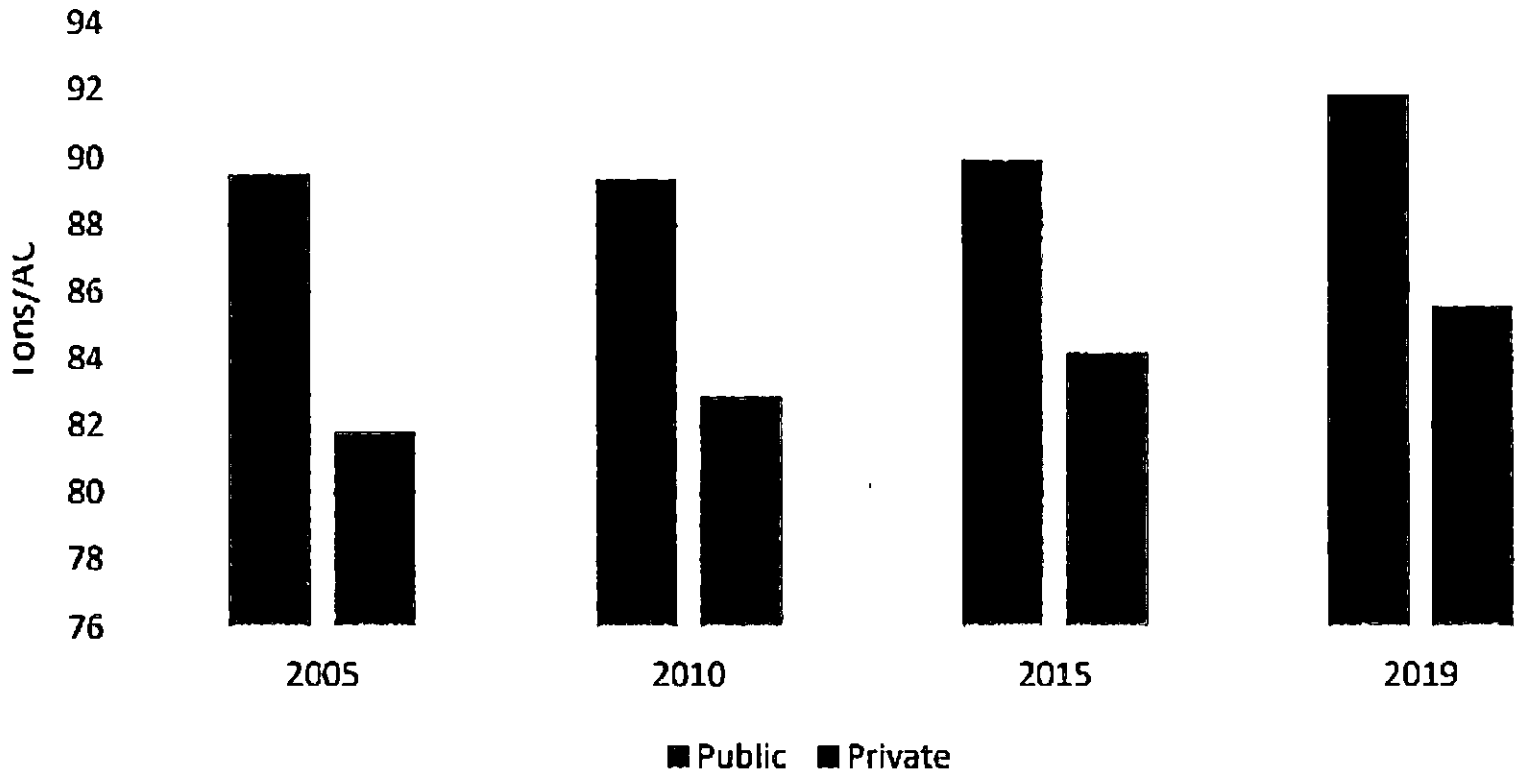
That number includes the 146,400 acres of the Connecticut Lakes Headwaters Forest, where Aurora must comply with the terms of the easement. "It's not growing at a fast pace," he said.

Levesque explained that, apart from restricting use of the land for an extend period, landowners bear costs associated with measuring the stock of carbon on their property. These costs are offset by the sale of credits, but because credit prices are volatile, returns may not meet expectations.

"This is a developing market," said Executive Councilor Joe Kenney, whose district includes the largest share of forest. "We have no information. No one can say who is in this program and who isn't. This is a tough topic that begs for a study committee."

Jasen Stock, executive director of the NH Timberland Owners Association, also opposed the moratorium. "Carbon management can work with sustainable forest management," he said. Instead, he suggested the state compile a registry of properties enrolled in carbon programs, perhaps by requiring contracts to be recorded on the property deeds.

Total Forest Carbon on Public and Private Forestland (tons/acre)



Source: USDA Forest Service, Forest Inventory and Analysis, as seen in the NH Division of Forests and Lands' New Hampshire Forest Action Plan 2020.

Bill amendment

Following the lead of the Rep. Michael Vose (R-Epping), who chairs the committee, the bill was amended to replace the moratorium with two provisions. First, it would require the Department of Revenue Administration (DRA) to undertake a study of the impact of carbon credit programs on timber tax revenues by November 1, 2024.

Second, the Division of Forest and Lands would be charged with creating and maintaining a public registry of land enrolled in carbon credit programs. The registry would include the ownership of the property, its location and acreage, the identity of the carbon credit program, the date of enrollment and the term of the contract.

"This is all very new, but this will get us started," Vose said.

Meanwhile, two other bills — HB 1484 and HB 1709, both sponsored by Rep. Eamon Kelley (D-Berlin) — sought to mitigate the impact of reduced timber harvests and timber taxes on municipal budgets. “It is imperative that any solution to this situation recognizes the staggering cost local communities will bear when viewed over the entire period of the contracts,” he said.

HB 1484 would make forest land enrolled in carbon credit programs ineligible for the current use program, by which those properties are assessed at their current use as opposed to their fair market value. The current assessment ranges for forest land with documented stewardship for white pine are between \$74 and \$111 per acre and for hardwood between \$39 and \$59 per acre.

When the bill was heard by the House Ways and Means Committee, it met with stiff opposition. Thomson called the bill a “knee jerk reaction” that is inconsistent with the current use program. The sale of carbon credits, he said, does not amount to a change in the use of the land, which would remain open space, which is the purpose of the program.

Stock, echoed by Rob Johnson of the NH Farm Bureau, told the committee that the current use program has successfully served its intended to preserve open space and should not be used to serve other policy purposes. Levesque noted the bill would only apply to those landowners yet to enter a carbon contract.

Apart from the sponsor, no one spoke in support of the bill, which the committee reported “Inexpedient to Legislative.”

HB 1709 would replace the timber tax on land under carbon contracts with a 10% tax based on the value of the estimated stumpage above baseline when the contract expires divided either by 50 or the length of the contract, whichever is shorter.

Land subject to property tax

When the bill was heard by the House Resources, Recreation and Development Committee, Blake Stansell, president of Aurora, balked, explaining that the company paid the business profits tax, business enterprise tax and timber tax. The land, which is enrolled in the current use program, is also subject to property tax. As proposed, he said the tax would be the first of its kind in the country.

Stansell said the company has agreed to reimburse towns for foregone timber tax revenue in 2024 and 2025. Moreover, he reminded the committee that the Connecticut Lakes Headwater Forest is the most closely regulated property in the company’s portfolio. Stansell assured the committee the company intended to manage the property in compliance with the terms of the easement.

Stansell reminded the committee that the previous owner of the forest, the Forestland Group, enrolled in a carbon credit program in 2013. He said that Aurora would continue to harvest timber, remarking that “the way you generate carbon credits is through a healthy forest. A managed forest is

a healthy forest." He acknowledged that the character of the workforce would change "with more technical jobs and less of the guys running chainsaws."

Stock described the bill as "a square peg in a round hole." Unlike the timber tax, he said, the bill requires assessment of an "intangible" forest carbon, which would prove "incredibly complex," not least in matching its assessed value to its market price.

Stock suggested that the timber tax statute, RSA 79:5, authorizes municipalities to tax standing timber. The statute reads: "Whenever it shall appear to the assessing officials that a town or city is unreasonably deprived of revenue because of the failure of an owner to cut standing wood or timber when it shall have arrived at the degree of maturity most suitable for its use, such standing wood or timber shall be taxed in the same manner as general property."

However, Attorney Jonathan Frizzell, who represents Coos County, has cautioned that applying the statute would likely lead to lengthy and costly litigation with no assurance of success. He said he was not aware the law had ever been applied. "It's all about property rights," he said.

Kelley amended his bill to establish a forest commission of 13 members, including three lawmakers, officials from the Department of Revenue Administration, Division of Forest and Lands, the University of New Hampshire, a member of the Current Use Board, an assessor and the executive director of the NH Association of Conservation Commissions.

The commission would draw on the reports of the DRA and Division of Forest and Lands undertaken according to the amended HB1967. The commission would be tasked with measuring the impact of carbon credit programs on local and state revenues as well as exploring alternatives to the timber tax. Like HB 1697, the amendment would charge DRA with adopting rules to implement RSA 79:5.

As lawmakers on three different legislative committees have learned, it is a lot easier for trees to capture and store carbon than for lawmakers to strike a balance between harvesting timber and trading carbon.

SERVICES CONTRACT

CUSTOMER NAME: **Town of Hudson, NH**

SUBMITTED TO: **Doreena Stickney**

CONTRACT DATE: **December 14, 2023**

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 **2024** season.

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

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

2. **PAYMENT TERMS.** The total fee for the Services is **\$43,300.00**. **Price is valid for 60 days from the contract date.** SÖLitude shall invoice the Customer following completion of each Task 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. **The necessity of Task 2 through Task 6 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

Task 1: Permitting	\$1,590.00	(March)
Task 2: Procellacor Herbicide Treatment (max)	\$23,790.00	(June)
Task 3: Flumioxazin Herbicide Treatment (max)	\$11,520.00	(July)
Task 4: All Residue Sampling (max)	\$4,400.00	(June-August)
Task 5: Post-Treatment Survey(s)	\$1,000.00	(August-October)
Task 6: State Reporting	\$1,000.00	(October/November)

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

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(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 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. SÖLitude 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 SÖLitude.

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 SÖLitude 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 SÖLitude.

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 SÖLitude 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 SÖLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SÖLitude, unless there is willful negligence on the part of SÖLitude.

While SÖLitude 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 SÖLitude 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude 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 SÖLitude 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.



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.
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, NH

Task 1: Permit Application Approval Only

By: _____

Name: ELVIS OHIMIA, P.E.

Title: TOWN ENGINEER

Date: 2/14/24

Please Remit All Payments to:
1320 Brookwood Drive Suite H
Little Rock AR 72202

Task 2 through 6 Approval Signature

By: ELVIS OHIMIA, P.E.

Date: 2/14/24

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

Customer's Address for Notice Purposes:

Town of Hudson, Land Use Dept.
12 School St.
Hudson, NH 03051
Attn: Engineering

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SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES

Task 1: Permitting:**

1. SOLitude 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 SOLitude 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 & 3: Herbicide Treatments:

1. SOLitude will perform chemical treatment of **up to 30 acres** with **Procellacor EC™** in **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 SOLitude) around the treatment area(s) prior to treatment)

Task 4: Herbicide Residue Testing:

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1. SÖLitude will perform herbicide residue testing **June- 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 \$450-\$500 per sample collection round.)

Task 5: 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 6: 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, algacides, 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

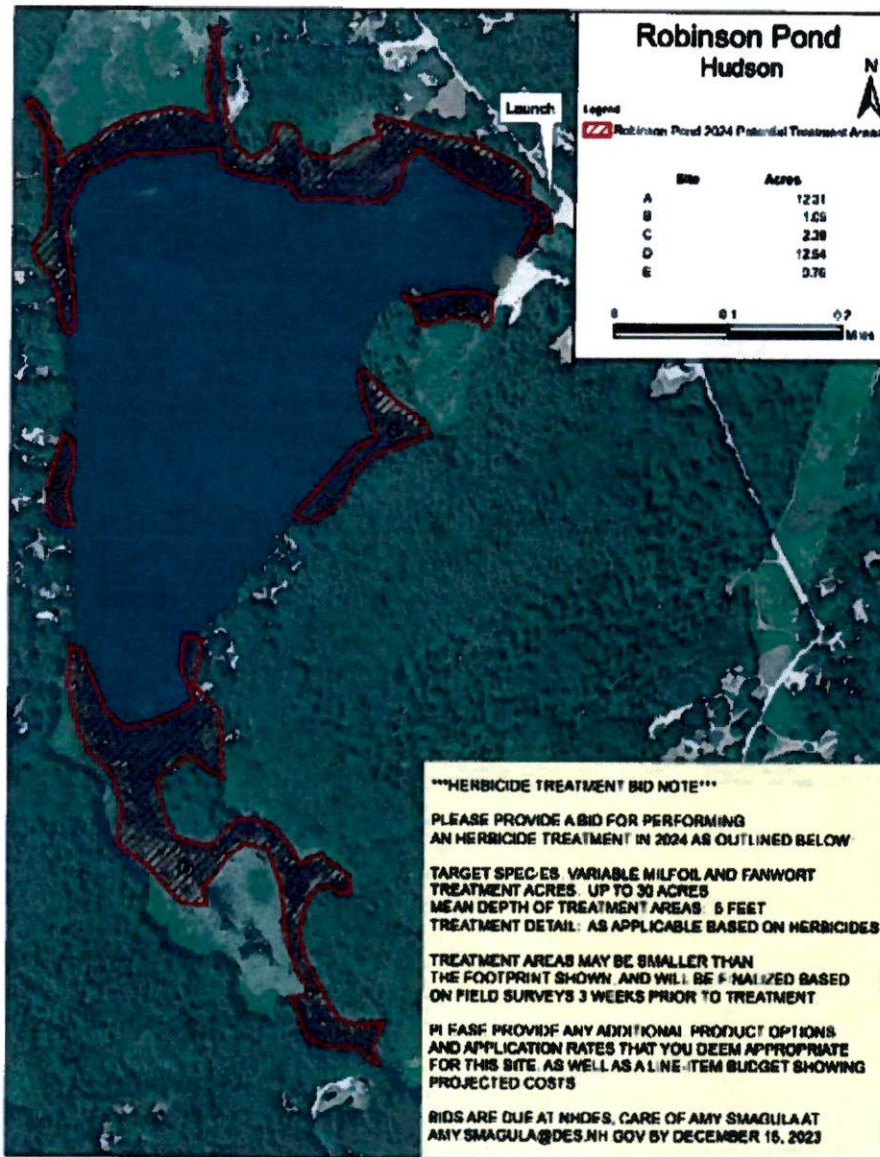
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by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully 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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SERVICES CONTRACT

CUSTOMER NAME: Town of Hudson, NH – OTTERNIC POND

SUBMITTED TO: Doreena Stickney

CONTRACT DATE: December 14, 2023

SUBMITTED BY: Brendan McCarthy

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 **milfoil** in **Otternic Pond** during the **2024** 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 total fee for the Services is **\$29,960.00**. **Price is valid for 60 days from the contract date.** SÖLitude shall invoice the Customer following completion of each Task 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. **The necessity of Task 2 through Task 6 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

Task 1: Permitting	\$1,530.00	(March)
Task 2: Procellacor Herbicide Treatment (max)	\$14,140.00	(June)
Task 3: Flumioxazin Herbicide Treatment (max)	\$7,890.00	(July)
Task 4: All Residue Sampling (max)	\$4,400.00	(June-August)
Task 5: Post-Treatment Survey(s)	\$1,000.00	(August-October)
Task 6: State Reporting	\$1,000.00	(October/November)

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

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(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 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. SÖLitude 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 SÖLitude.

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 SÖLitude 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 SÖLitude.

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 SÖLitude 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 SÖLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SÖLitude, unless there is willful negligence on the part of SÖLitude.

While SÖLitude 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 SÖLitude Lake Management@ of all known and relevant

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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.
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

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Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF HUDSON, NH

Task 1: Permit Application Approval Only

By: [Signature]

Name: ELVIS DHUMA, P.E.

Title: TOWN ENGINEER

Date: 2/14/24

Please Remit All Payments to:
1320 Brookwood Drive Suite H
Little Rock AR 72202

Task 2 through 6 Approval Signature

By: [Signature] ELVIS DHUMA, P.E.

Date: 2/24/24

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

Customer's Address for Notice Purposes:
Town of Hudson, Land Use Dept.
12 School St.

Hudson, NH 03051

Attn: Engineering

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SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES

Task 1: Permitting:**

1. SOLitude 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 SOLitude 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 & 3: Herbicide Treatments:

1. SOLitude will perform chemical treatment of **up to 19.2 acres** with **Procellacor EC™** in **June** and **Flumioxazin** 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 SOLitude) around the treatment area(s) prior to treatment)

Task 4: Herbicide Residue Testing:

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1. SÖLitude will perform herbicide residue testing **June- 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 \$450-\$500 per sample collection round.)

Task 5: 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 6: 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:

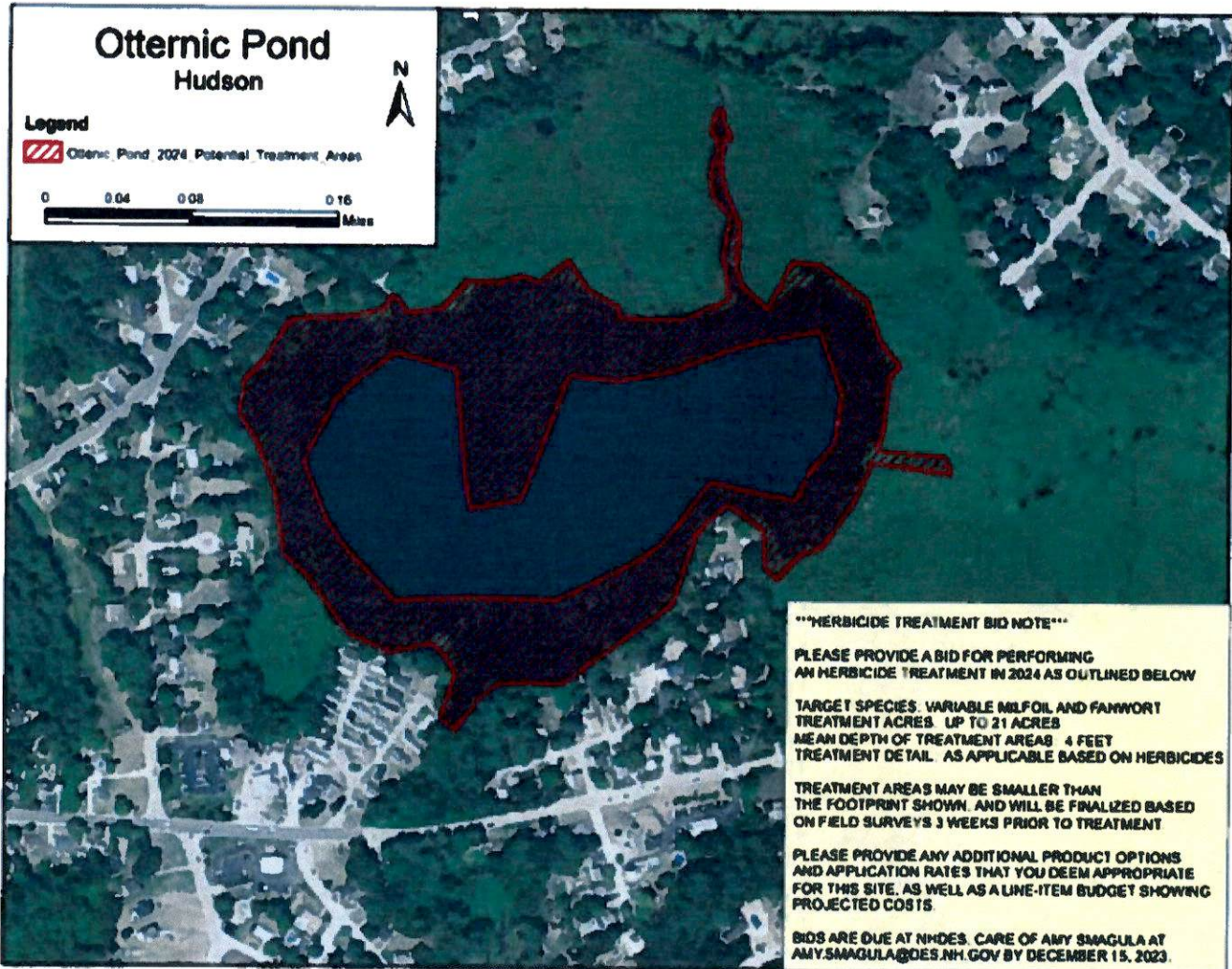
1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company 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

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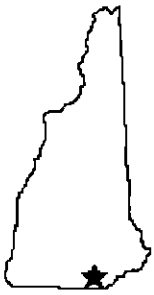


- by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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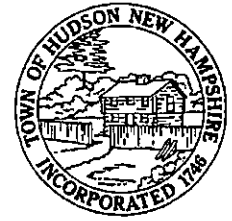


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TOWN OF HUDSON

Conservation Commission



William Collins, Chairman David Morin, Selectmen Liaison

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

DATE: February 12, 2023

MEETING MINUTES: Below is a listing of minutes for the Hudson Conservation Commission. Minutes are not a verbatim record of each meeting, but rather represent a summary of the discussion and actions taken at the meeting. All Conservation Commission meetings are televised live and repeated during the following week on HCTV, cable television channel 22. Official copies of the minutes are available to read and copy at the Town Engineer's Office during regular business hours (Monday through Friday, 8:00 A.M. to 4:30 P.M.).

Should you have any questions concerning these minutes or wish to see the original recording, please contact the Town Engineer's Office at 603-886-6008.

In attendance = X Alternates Seated = S Partial Attendance = P Excused Absence = E

William Collins Carl Murphy Ken Dickinson Brian Pinsonneault
Chairman X Vice-Chair X Clerk X Member X

Linda Krisciunas David Morin Elvis Dhima
Alternate E Selectman Rep X Town Engineer E

.....
CALL TO ORDER BY CHAIRPERSON AT 07:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

SEATING OF ALTERNATES:

Public Input Related to Non-Agenda Items: none

I. New Business: none

II. Old Business: none

III. Other Business

a. Election of Officers:

Motion by Brian Pinsonneault to nominate Bill Collins as Chairman, seconded by Carl Murphy.
Motion by Bill Collins to nominate Carl Murphy as Vice Chairman, seconded by Brian Pinsonneault.
Motion by Carl Murphy to nominate Ken Dickinson as Recorder, seconded by Bill Collins.

b. Trail Work Day: March 24th, 9 AM-12 PM. Meet at location (TBD).

c. 2024 Projects:

Chairman Collins noted that he aims to finish the mapping project and installing signage at Musquash. He asked for a member of the Commission to assist NRPC with completing the mapping project by providing a narrative for each property. Mr. Dickinson agreed to complete this task.

Open Space Master Plan:

Chairman Collins presented the Town's GIS Map that could be revised to accurately indicate the Town's current open space parcels. Mr. Collins also created inventory of conservation easements that should be integrated into the 2012 Hudson Open Space Master Plan. Mr. Dickinson presented an update to Table 2 of the same documents. He noted that several parcels were recently sold and that all landowners were local to the Hudson area. The owners should be contacted in effort to understand their long term plans for each parcel if possible. Mr. Dickinson suggested that we hold a few workshops in effort to revise this document. Mr. Collins agreed and added that he was in favor of foregoing the formation of a subcommittee.

IV. Financial Status:

Conservation Fund Balance = \$778,915.

Rangers Town Forest Stumpage Summary = \$28,185.45 total harvest value will be added into the Forestry Account. Approximately half of the harvest income was from White Pine. The highest value/MBF was from Red Oak (12 MBF) and Black Oak (14 MBF); however their volume was of lesser quantity than White Pine (74 MBF).

V. Correspondence:

Chairman Collins reviewed our monthly correspondence which included the following:

a) SPNHF annual contribution request:

Motion by Mr. Dickinson to contribute \$75.00, seconded by Mr. Pinsonneault.

Motion passed 3/0/1 (abstention by Carl Murphy as he is employed by SPNHF).

b) HB1302 opposition by NHACC

Mr. Collins mentioned this bill might be prohibitive to volunteerism.

c) NH Lakes annual contribution request = deferred (requires study)

Mr. Collins stated that the suggested contribution is \$500. Mr. Dickinson mentioned that the Commission had not contributed more than \$300 on any given year and questioned what was driving the request for \$500. Mr. Dickinson asked who the Lake Host Program Manager currently is? Mr. Collins stated that he would inquire with the Town to determine who is currently managing it and further explore the process. Selectman Morin mentioned that there were two people who applied last year for the lake host positions; however the State did not formally hire them in time to be effective. At least one of these individuals is interested in applying again this year.

VI. Approval of Minutes:

Mr. Pinsonneault moved to accept the January 18, 2024 regular meeting minutes, seconded by Mr. Murphy.

Motion Carried 4/0/0

VII. Commissioner's Comments:

Mr. Dickinson asked if Ms. Smagula had provided any grant updates for the NHDES Aquatics Invasive Species program. Chairman Collins noted that NHDES is currently working on invasive species treatment plans for both Robinson and Ottarnic Ponds. 50% grant award for this work will be forthcoming for review in March.

Mr. Collins mentioned that Ryan Friedman showed him how to download the new GIS trail map app on his cell phone and reported that it works well. Mr. and Mrs. Collins are interested in conducting a picnic at Musquash Pond in early Sept. He will have Ryan Friedman attend to explain the mapping project. He also invited Mr. Friedman to conduct a training session in April or May at our regular meeting. Ryan is currently adding QR codes to the new trail maps.

VIII. Motion to adjourn:

Mr. Dickinson moved to adjourn our regular meeting at 7:46 PM; seconded by Mr. Pinsonneault.

Motion Carried 4/0/0

Ken Dickinson

Ken Dickinson, Clerk