



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: January 23, 2020	Date of Meeting: February 27, 2020
Submitted by: Robert Price	
Department: Community Development	Time Required: 5 minutes
Speakers: N/A	Background Info. Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
	Supplied:

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment:	<input type="checkbox"/>	Recognition/Resignation/ Retirement:	<input type="checkbox"/>
Public Hearing:	<input checked="" type="checkbox"/>	Old Business:	<input type="checkbox"/>
New Business:	<input type="checkbox"/>	Consent Agenda:	<input type="checkbox"/>
Nonpublic:	<input type="checkbox"/>	Other:	<input type="checkbox"/>

TITLE OF ITEM

2020 Milfoil Grant Funds for Horseshoe Pond & Naticook Lake

DESCRIPTION OF ITEM

To ask the Town Council to accept and authorize the expenditure of up to \$46,429 for the milfoil treatment program at Horseshoe Pond and Naticook Lake, of which \$18,571 is from a grant from NHDES for milfoil control, and the Town's matching share is \$27,859, to be funded from the Milfoil Expendable Capital Reserve Fund, and to authorize the Town Manager or her designee to execute any and all documents which may be necessary. This request represents funding to allow for treatment of milfoil in Horseshoe Pond & Naticook Lake in 2020.

REFERENCE (IF KNOWN)

RSA:	31:95-b	Warrant Article:	_____
Charter Article:	8	Town Meeting:	_____
Other:		N/A	

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector:	<input type="checkbox"/>	Grant Requirements:	<input type="checkbox"/>
Easel:	<input type="checkbox"/>	Joint Meeting:	<input type="checkbox"/>
Special Seating:	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Laptop:	<input type="checkbox"/>	None:	<input checked="" type="checkbox"/>

CONTACT INFORMATION

Name:	<u>Robert Price</u>	Address	<u>Community Development Dept.</u>
Phone Number	<u>(603) 424-3531</u>	Email Address	<u>rprice@merrimacknh.gov</u>



Town of Merrimack, New Hampshire

Community Development Department

603 424-3531

6 Baboosic Lake Road

Fax 603 424-1408

Town Hall - Lower level - East Wing

www.merrimacknh.gov

Planning - Zoning - Economic Development - Conservation

MEMORANDUM

Date: January 23, 2020
To: Tom Koenig, Chair, & Members, Town Council
From: Robert Price, Planning & Zoning Administrator
Subject: 2020 Milfoil Grant Funds for Horseshoe Pond & Naticook Lake

Attached for your information are documents pertinent to the 2020 milfoil grant funds recently awarded to the Town of Merrimack. Should the Council vote to accept and authorize the expenditure of funds, the necessary paperwork will be completed, notarized and forwarded to the NH Department of Environmental Services (NHDES) for processing.

Horseshoe Pond and Naticook Lake have both been managed annually for Variable Milfoil (*Myriophyllum heterophyllum*) since 2012 using a variety of chemical and non-chemical techniques. Amy Smagula, Exotic Species Program Coordinator with the NHDES, explains that maintenance work is needed on an ongoing basis to keep the infestation from increasing and to keep milfoil to a minimum.

In 2019, milfoil in Horseshoe Pond was treated with DASH (Diver Assisted Suction Harvesting), but a mix of herbicide and DASH control actions are likely to be necessary going forward. Naticook Lake has been responding well to regular monitoring and DASH, and NHDES again recommends continuing this course for 2020, with the exception of the "lagoon area," which will also need an herbicidal treatment because it is too shallow to dive there. Additionally, DES is recommending installation of a benthic barrier for additional management near swim beaches. While the barrier was not specifically included in Aqualogic's bid, the cost information comes from DES based on their knowledge and previous experience with the product. With respect to the 2020 grant funding, the NHDES selected SOLitude Lake Management for Herbicide Treatment, and Aqualogic for DASH management & Benthic Barrier installation.

The estimated total for Milfoil treatment in 2020 is \$46,429, while the NHDES grant amount awarded to Merrimack is \$18,571 (40%), meaning that the Town's share of the total cost would be \$27,859:

	Herbicide Treatment	Diver/DASH	Benthic Barrier	Totals
Total Cost	\$33,617 (up to 36 acres in Horseshoe Pond & up to 0.75 acres in Naticook Lagoon)	\$11,480 (12 days between both Horseshoe Pond & Naticook Lake)	\$1,332 (3 rolls of benthic barrier with installation on a scheduled dive day)	\$46,429
Grant Award	\$13,447	\$4,592	\$532	\$18,571
Local Cost	\$20,171	\$6,888	\$800	\$27,859
Service Provider	SOLitude Lake Management	Aqualogic	Aqualogic	

The funds to cover milfoil treatment would be expended from the Milfoil Capital Reserve Fund. In order to maximize effectiveness, the treatments should be able to begin prior to the new fiscal year beginning in July.

Please find enclosed the following materials:

- NHDES letter dated December 23, 2019 from Amy Smagula, Exotic Species Program Coordinator notifying the Town of Merrimack of the Horseshoe Pond and Naticook Lake project selection;
- Aqualogic bid proposals for DASH in Horseshoe Pond & Naticook Lake;
- SOLitude Lake Management bid proposals for herbicide treatments in Horseshoe Pond & Naticook Lake; and
- NHDES informational letter dated January 17, 2020 regarding Variable Milfoil Management in Horseshoe Pond and Naticook Lake from Amy Smagula, Exotic Species Program Coordinator.

Suggested Motion:

(I) move to accept and authorize the expenditure of up to \$46,429 for the milfoil treatment program at Horseshoe Pond and Naticook Lake, of which \$18,571 is from a grant from NHDES for milfoil control, and the Town's portion is \$27,859 to be funded from the Milfoil Expendable Capital Reserve Fund, and furthermore, the Town Council authorizes the Town Manager or her designee to execute any and all documents which may be necessary.

Cc: File

Ec: Paul Micali, Assistant Town Manager/Finance Director
Timothy J. Thompson, AICP, Community Development Director
Roger Gettel, Naticook Lake Conservation Association

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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 17, 2020

RE: Variable Milfoil Management in Horseshoe Pond and Naticook Lake, Merrimack

To Whom It May Concern:

The purpose of this letter is to provide an update about the status of variable milfoil in Horseshoe Pond and Naticook Lake in Merrimack, New Hampshire.

The Department of Environmental Services (DES) has been monitoring each waterbody closely over the years, to track growths of variable milfoil, and make recommendations and grants for management. Each waterbody is surveyed by DES at least two to three times each growing season, so that management recommendations for each pond can be made on real-time growth conditions in the lake. Additionally, lake residents have been trained to serve as volunteer "Weed Watchers" who survey their waterbodies monthly (or more often) during the growing season, looking for growth. Based on local feedback, Weed Watcher efforts continue to be very strong on Naticook Lake, and more sporadic in Horseshoe Pond.

Horseshoe Pond:

Horseshoe Pond has the longest history of variable milfoil growth in the Town of Merrimack. Variable milfoil was first documented in the pond around 2000. Since then the variable milfoil has shown periods of high and low density, depending on when management actions were performed. In the past, management used to be responsive to local complaints about growth, but in recent years we have shifted to a routine management goal, where we work to reduce the overall density and distribution of milfoil with herbicide treatment, and then shift to a more non-chemical means of control like hand removal or diver-assisted suction harvesting to keep densities low perpetually. Horseshoe Pond will continue to need a mix of control actions in 2020.

Naticook Lake:

Naticook Lake milfoil was documented in 2012, as a large patch of growth near the boat launch and near the island in the lake. Diver work, followed by herbicide treatment, worked to reduce the growth, and since that time the infestation has been managed by divers quite effectively. Naticook Lake has a very dedicated and thorough group of individuals who survey the lake regularly, and mark infestations as they find them. The marked areas of growth are then visited by divers who hand remove the growth, often with on-site support from local volunteers, to guide the divers to the infestation. This has very effectively worked to keep milfoil densities low in Naticook Lake, therefore recommendations for this waterbody include careful monitoring and regular hand harvesting of any milfoil growth through the growing season. In 2020, in addition to continued diving, a small area of herbicide treatment is recommended in the lagoon area, a backwater to the lake, that feeds the lake. It is too shallow to dive in that area, so herbicide is most optimal. Provisions for benthic barrier purchase and installation should also be factored in, for areas near swim beaches where milfoil growth has been a challenge to manage, but where these barriers could offer good control.

DES has offered grant funds to both waterbodies for control of the milfoil in the coming growing season. A 40% grant award is available for costs incurred in each waterbody based on bids received by DES (the town was copied on all bids). DES has already sent grant paperwork to the town for completion, and then will work to finalize the grant so funds are available by the time ice out occurs and management actions begin.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-7894 TDD Access: Relay NH 1-800-735-2964

Town of Merrimack
January 2020

In summary, both infested waterbodies in the Town of Merrimack have some milfoil control projects recommended for them in the coming growing season and beyond.

Please feel free to reach out with any questions you may have on this. I can be reached via email at Amy.Smagula@des.nh.gov, or via phone at 603-271-2248.

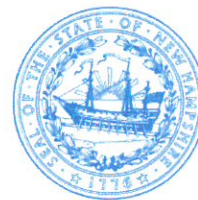
Sincerely,

A handwritten signature in blue ink that reads "Amy P. Smagula". The signature is written in a cursive, flowing style.

Amy P. Smagula
Limnologist/Exotic Species Program Coordinator



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 23, 2019

RE: 2020 Exotic Aquatic Species Control Grant

Dear Mr. Price:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2020. Below is a breakdown of total project cost(s), grant award (40% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	Diver/DASH	Benthic Barrier
Total Cost	\$33,617.00 (up to 36 acres in Horseshoe Pond and up to 0.75 acres in Naticook Lagoon, both with ProcellaCOR)	\$11,480.00 (12 days between both Horseshoe and Naticook)	\$1,332.00 (3 rolls of benthic barrier from New England Aquatic Services, with Aqualogic installation on scheduled dive day)
Grant Award	\$13,447.00	\$4,592.00	\$532.00
Local Cost	\$20,171.00	\$6,888.00	\$800.00
Service Provider	SOLitude Lake Management	Aqualogic	Aqualogic

Total Grant Award: \$18,571.00

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 2020.

PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW:

1. 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:
2. **Grant Agreement:** To be completed before a Notary Public. Please have the appropriate person in your organization complete lines 1.11 through 1.13.2 of the Grant Agreement in the presence of a notary.
 - a. This requires the name, position and signature of the individual authorized to sign for your group.
 - b. This same person must initial and date the bottom right of each of the four pages of this document (note that it says “contractor initials,” this is indeed the person signing for your group, not the hired entity who does the work). The person who signs the Grant Agreement is the “contractor” for the project, and should be the one who initials and dates each page. It *does not* mean the contractor who is hired to do the work.
 - c. This document needs an acknowledgement by a Notary Public.

www.des.nh.gov

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 (603) 271-3503 • Fax: 271-7894 TDD Access: Relay NH 1-800-735-2964

3. **Exhibits:** Each of the three pages in the Exhibits document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #2 above, and should have the same date as the Grant Agreement.
4. **Certificate of Authority:** To be completed before a Notary Public. This is a certificate that verifies that the person who signs the Grant Agreement in #2 above is in a position that is authorized to do so. This form must be completed by someone other than the person who signed the Grant Agreement and Exhibits.

For example: If the President of your organization filled out the Grant Agreement and initialed and dated the four pages of the Grant Agreement, and initialed and dated the three 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. *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.*

Specifically, the certifying officer will:

- a. Write the OFFICE of the person who signed the Grant Agreement on line (3) of the Certificate of Authority.
- b. Print the NAME of the person who signed the Grant Agreement on line (5) of the Certificate of Authority.
- c. Fill out the rest of this form with their own information (name, position in the group), doing so before a Notary Public. *Also note that if someone does this separately, it needs to ultimately hold the same date, or a date prior to the one shown on the signed Grant Agreement and initialed Exhibits, so the Certificate of Authority cannot be dated after the Grant Agreement and Exhibits are executed.*

Items 2, 3 and 4 should be completed and returned to my attention at the address below no later than February 14, 2020.

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 DES.

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 above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2020.

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 or at 603-271-2248. *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,

A handwritten signature in blue ink that reads "Amy P. Smagula". The signature is written in a cursive style.

Amy P. Smagula
Exotic Species Program Coordinator

NEW HAMPSHIRE PUBLIC LAKE TREATMENT CONTRACT

PROPERTY NAME: NATICOOK LAKE, Merrimack, NH

CONTRACT TERM: November 21, 2019 through November 30, 2020

SUBMITTED TO: Robert Price, Town of Merrimack

SUBMITTED BY: Pete Beisler, Environmental Scientist

SPECIFICATIONS: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl)** herbicide treatment to control invasive variable milfoil in **Naticook Lake** during the 2020 season.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Preparing and filing a Special Permit Application and supporting documentation with the NH Division of Pesticide Control.
 - 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.

Lake Aquatic Weed Control:

1. Growth of variable milfoil specified by NHDES shall be treated and controlled through the application of **Procellacor EC™ (Florpyrauxifen-benzyl) systemic aquatic herbicide**, as required for control of the specific varieties of aquatic weeds found in the lake at the time of application.
2. **Procellacor EC™ (Florpyrauxifen-benzyl) systemic aquatic herbicide** will be applied at the manufacturer's recommended rate to achieve long-term control of variable milfoil present at the time of application.
3. Application will be performed using SOLitude's specially designed and calibrated treatment systems and boats. GPS systems will be used to provide real-time navigation and to record treatment passes.
4. Pre-treatment inspection of designated areas will occur prior to treatment.
5. Notification of affected abutters and Town officials via certified mail – return receipt will occur prior to treatment in accordance with Special Permit conditions.
6. Publication of legal notices in a local newspaper for two consecutive weeks will occur prior to treatment in accordance with Special Permit conditions.
7. Shoreline posting will be coordinated and performed prior to treatment in accordance with Special Permit conditions.

Post-Treatment Survey, Herbicide Residue Testing and Reporting:

1. A post-treatment survey of the treatment areas will be performed to assess the level of target plant control achieved and to document impact to non-target plants. This survey will be performed in accordance with Special Permit conditions.
2. SOLitude will hire an independent, NELAC accredited laboratory to collect and analyze water samples for herbicide residues following treatment in accordance with Special Permit conditions. Copies of sample results will be provided to the client via email as soon as they are available from the lab.
3. A project-completion report will be prepared that details the treatment program performed, provides results of the herbicide residue testing and summarizes results of the treatment program. The report will be prepared and submitted in accordance with Special Permit conditions.

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.



Client Responsibilities:

1. **Client will be responsible for the following:**
 - a. **Providing information required for the permit application process upon request.**
 - b. **Providing Certified Abutters List and copy of Town Tax Maps for abutter notification as required and certifying to the best of their knowledge that the abutters list is accurate to date (by no later than February 1st).**
 - c. **Assisting with querying abutting property owners as to their source of domestic water.**
 - d. **Providing a copy of the Long-Term Management Plan (LTMP) prepared by DES.**
 - e. **Client will be responsible for putting up posters around the shoreline of the treatment areas in advance of treatment, with pre-printed signs provided by SŌlitude.**
 - f. **If clients are not able to post the treatment poster, SŌlitude will provide this service at an additional cost agreed upon prior to posting.**
 - g. **Provide bottled drinking water or alternate water to affected abutters for the duration of the restriction periods resulting from this treatment program, as required by conditions of the Special Permit.**

General:

1. Contractor is a licensed pesticide applicator in the state of New Hampshire.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics in New Hampshire.
3. Contractor 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 site specific water quality management prescriptions, 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 clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor 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 contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor 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. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
8. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
9. Client understands and acknowledges that there are drinking and irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if abutters use lake water for drinking or irrigation purposes. The client 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 client for irrigation without the consent or knowledge of the contractor.

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10. Although there is no direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. 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. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and well-being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.
11. Contractor will maintain general liability and workman's compensation insurance.
12. Contractor shall be reimbursed by the client 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 contractor by the client that are not covered specifically by the written specifications of this contract.
13. Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
14. The term of this agreement is for a period of twelve (12) months, with payment to be made within thirty (30) days of the invoice date. Please see the Payment Schedule section below.
15. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SOLitude Lake Management for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

Service & Payment Schedule:

PROCELLACOR EC Treatment

Task 1: Prepare and file Special Permit application with NH DPC - inclusive of required direct mailing to a maximum of up to **10** 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.)*

February-March	\$1,260.00	Payment due upon completion
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➤ **If the entire contract cannot be signed at this time, please sign here to approve only the permitting Task 1 (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; Remaining Tasks will need to be signed no later than 1 month prior to targeted treatment date to allow time for proper notification process)**

Authorized signature

Date

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Task 2: Perform initial chemical treatment of **up to 0.75** acres with **Procellacor EC™** - inclusive of required certified mailings to a maximum of **10** 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)

June \$3,337.00 Payment due upon completion

Task 3: Perform herbicide residue testing, assuming **2** sampling rounds and analysis of up to **2** samples total is required

(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. SOLitude 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 additional charges of \$300/sample analyzed and \$350-\$500 per sample collection round.)

July \$1,300.00 Payment due upon completion


Task 4: Perform post-treatment survey and submittal of the required written project completion report to the State.

Late October \$1,050.00 Payment due upon completion

Total: \$6,947.00*

**Note: adjustments to the program cost will be confirmed with the Client in advance; payment is due within 30 days of an invoice date*

PROCELLACOR EC TREATMENT APPROVED:


 _____ SOLitude Lake Management®
 _____ Town of Merrimack
 (Authorized Signature) _____

 (Print Name and Title) _____ (Date)

<p>➤ Don't forget, we need your help with the following tasks and deadlines! Thank you in advance!</p>	
Task	Due date
✓ Return signed permit application signature page	January 17 th
✓ Written approval to proceed with permitting or signed contract	January 17 th
✓ Signed contract, if not received with permitting approval	January 17 th
✓ Updated abutters list	February 1 st

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*****HERBICIDE TREATMENT BID NOTE*****

PLEASE PROVIDE A BID FOR PERFORMING AN HERBICIDE TREATMENT IN 2020 AS OUTLINED BELOW:

TARGET SPECIES: VARIABLE MILFOIL
TREATMENT ACRES: UP TO 0.75 ACRES WITH PROCELLACOR
MEAN DEPTH OF TREATMENT AREAS: 3 FEET
TREATMENT DETAIL: EARLY JUNE

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

PLEASE PROVIDE ANY ADDITIONAL 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 AT YOUR EARLIEST CONVENIENCE.

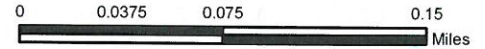
Naticook Lake

Merrimack



Legend

 Naticook Herbicide Treatment Area_0.75 ACRES



NEW HAMPSHIRE PUBLIC LAKE TREATMENT CONTRACT

PROPERTY NAME: HORSESHOE POND, Merrimack, NH (T1132)

CONTRACT TERM: November 15, 2019 through November 30, 2020

SUBMITTED TO: Robert Price, Town of Merrimack

SUBMITTED BY: Pete Beisler, Environmental Scientist

SPECIFICATIONS: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl)** herbicide treatment to control invasive variable milfoil in **Horseshoe Pond** during the 2020 season.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Preparing and filing a Special Permit Application and supporting documentation with the NH Division of Pesticide Control.
 - 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.

Lake Aquatic Weed Control:

1. Growth of variable milfoil specified by NHDES shall be treated and controlled through the application of **Procellacor EC™ (Florpyrauxifen-benzyl) systemic aquatic herbicide**, as required for control of the specific varieties of aquatic weeds found in the lake at the time of application.
2. **Procellacor EC™ (Florpyrauxifen-benzyl) systemic aquatic herbicide** will be applied at the manufacturer's recommended rate to achieve long-term control of variable milfoil present at the time of application.
3. Application will be performed using SOLitude's specially designed and calibrated treatment systems and boats. GPS systems will be used to provide real-time navigation and to record treatment passes.
4. Pre-treatment inspection of designated areas will occur prior to treatment.
5. Notification of affected abutters and Town officials via certified mail – return receipt will occur prior to treatment in accordance with Special Permit conditions.
6. Publication of legal notices in a local newspaper for two consecutive weeks will occur prior to treatment in accordance with Special Permit conditions.
7. Shoreline posting will be coordinated and performed prior to treatment in accordance with Special Permit conditions.

Post-Treatment Survey, Herbicide Residue Testing and Reporting:

1. A post-treatment survey of the treatment areas will be performed to assess the level of target plant control achieved and to document impact to non-target plants. This survey will be performed in accordance with Special Permit conditions.
2. SOLitude will hire an independent, NELAC accredited laboratory to collect and analyze water samples for herbicide residues following treatment in accordance with Special Permit conditions. Copies of sample results will be provided to the client via email as soon as they are available from the lab.

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3. A project-completion report will be prepared that details the treatment program performed, provides results of the herbicide residue testing and summarizes results of the treatment program. The report will be prepared and submitted in accordance with Special Permit conditions.

Client Responsibilities:

1. **Client will be responsible for the following:**
 - a. **Providing information required for the permit application process upon request.**
 - b. **Providing Certified Abutters List and copy of Town Tax Maps for abutter notification as required and certifying to the best of their knowledge that the abutters list is accurate to date (by no later than February 1st).**
 - c. **Assisting with querying abutting property owners as to their source of domestic water.**
 - d. **Providing a copy of the Long-Term Management Plan (LTMP) prepared by DES.**
 - e. **Client will be responsible for putting up posters around the shoreline of the treatment areas in advance of treatment, with pre-printed signs provided by SÖLitude.**
 - f. **If clients are not able to post the treatment poster, SÖLitude will provide this service at an additional cost agreed upon prior to posting.**
 - g. **Provide bottled drinking water or alternate water to affected abutters for the duration of the restriction periods resulting from this treatment program, as required by conditions of the Special Permit.**

General:

1. Contractor is a licensed pesticide applicator in the state of New Hampshire.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics in New Hampshire.
3. Contractor 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 site specific water quality management prescriptions, 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 clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor 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 contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor 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. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
8. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
9. Client understands and acknowledges that there are drinking and irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if abutters use lake water for drinking or irrigation purposes. The client 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

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treated water being used by the client for irrigation without the consent or knowledge of the contractor.

10. Although there is no direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. 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. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and well-being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.
11. Contractor will maintain general liability and workman's compensation insurance.
12. Contractor shall be reimbursed by the client 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 contractor by the client that are not covered specifically by the written specifications of this contract.
13. Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
14. The term of this agreement is for a period of twelve (12) months, with payment to be made within thirty (30) days of the invoice date. Please see the Payment Schedule section below.
15. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SOLitude Lake Management for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

Service & Payment Schedule:

PROCELLACOR EC Treatment

Task 1: Prepare and file Special Permit application with NH DPC - inclusive of required direct mailing to a maximum of up to **100** 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.)*

February-March	\$1,520.00	Payment due upon completion
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➤ **If the entire contract cannot be signed at this time, please sign here to approve only the permitting Task 1 (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; Remaining Tasks will need to be signed no later than 1 month prior to targeted treatment date to allow time for proper notification process)**

Authorized signature

Date

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Task 2: Perform initial chemical treatment of **up to 36** acres with **Procellacor EC™** - inclusive of required certified mailings to a maximum of **100** 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)

June \$22,200.00 Payment due upon completion

Task 3: Perform herbicide residue testing, assuming **2** sampling rounds and analysis of up to **4** samples total is required

(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. SOLitude 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 additional charges of \$300/sample analyzed and \$350-\$500 per sample collection round.)

July \$1,900.00 Payment due upon completion

Task 4: Perform post-treatment survey and submittal of the required written project completion report to the State.

Late October \$1,050.00 Payment due upon completion

Total: \$26,670.00*

**Note: adjustments to the program cost will be confirmed with the Client in advance; payment is due within 30 days of an invoice date*

PROCELLACOR EC TREATMENT APPROVED:

Marc D Belland SOLitude Lake Management®
Town of Merrimack
(Authorized Signature)

(Print Name and Title) (Date)


➤ Don't forget, we need your help with the following tasks and deadlines! Thank you in advance!	
<u>Task</u>	<u>Due date</u>
✓ Return signed permit application signature page	January 17 th
✓ Written approval to proceed with permitting or signed contract	January 17 th
✓ Signed contract, if not received with permitting approval	January 17 th
✓ Updated abutters list	February 1 st

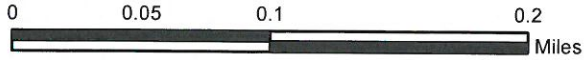
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Horseshoe Pond Merrimack



Legend

 Horseshoe_Pond_2020_Potential_Treatment_Area



HERBICIDE TREATMENT BID NOTE

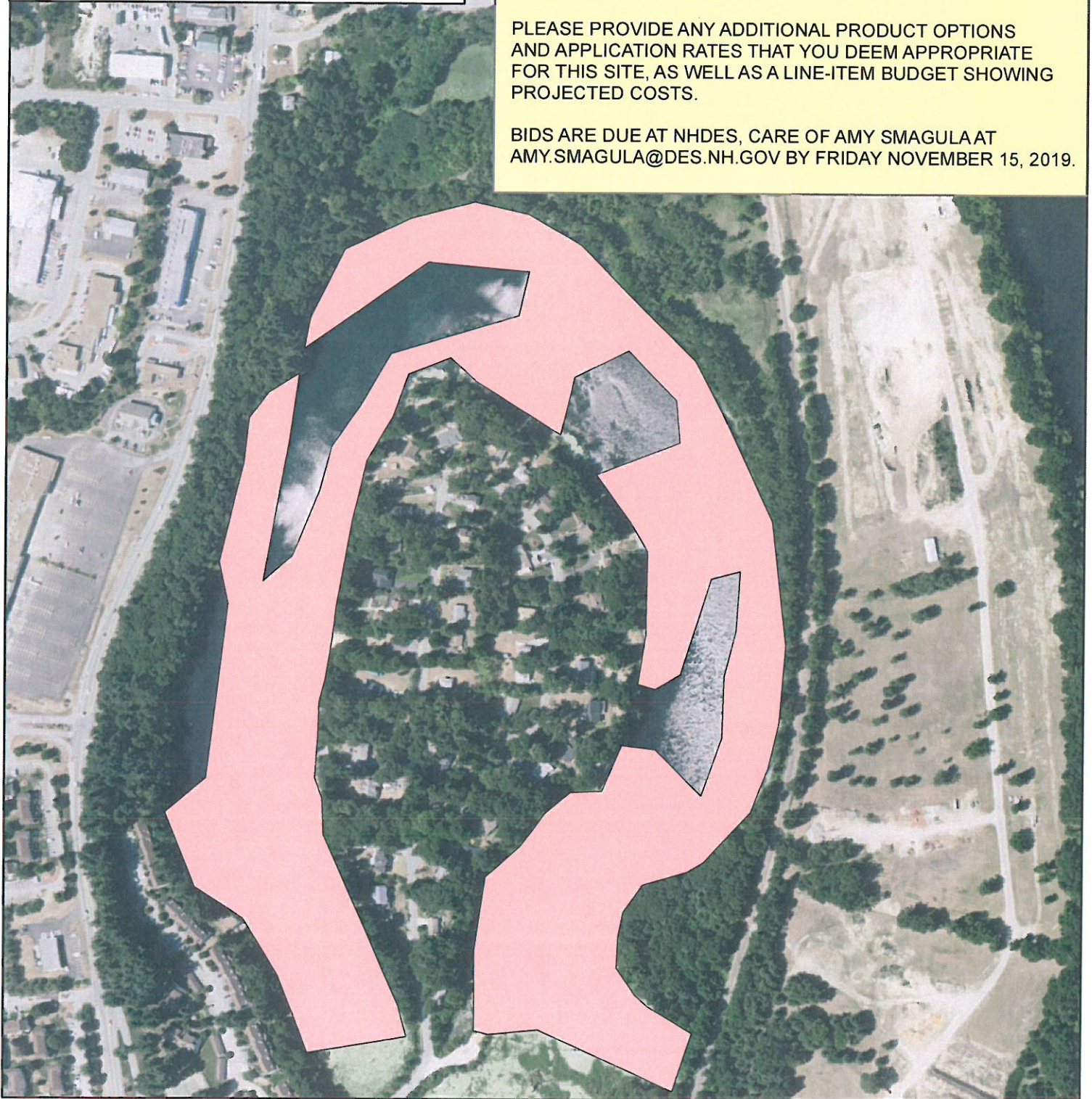
PLEASE PROVIDE A BID FOR PERFORMING AN HERBICIDE TREATMENT IN 2020 AS OUTLINED BELOW:

TARGET SPECIES: VARIABLE MILFOIL
TREATMENT ACRES: UP TO 36 ACRES WITH PROCELLACOR
MEAN DEPTH OF TREATMENT AREAS: 5 FEET
TREATMENT DETAIL: MID JUNE

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

PLEASE PROVIDE ANY ADDITIONAL 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 FRIDAY NOVEMBER 15, 2019.





Naticook Lake 2020 DASH Bid

1.) Team Information Cost		\$ 700.00/day
Number of Divers	<u>2</u>	
Number of Surface Support Personnel	<u>1</u>	
Other Staff	<u>0</u>	

Personnel Info:

- The work crew consists of 3 on-site personnel. Two members (safety diver and tender) are on the DASH vessel during operation with one member (head diver) in the water.
- **Personnel Certifications** – Divers are Open Water and Weed Control Certified. The head diver has a Commercial Boating License. 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.
- **Head Diver** - The head diver is the point man of the DASH operation. He completes the milfoil harvesting, directing his/her crew through the areas marked by the DES and local association in the most efficient manner possible.
- **Safety Diver** - The safety diver uses OSHA mandated 2-way communication to stay in contact with the head diver as he harvests milfoil. He makes sure that the equipment (DASH boat, dive equipment, ect.) are always clean and organized at the end of the day. He/she is also weed control certified and has the ability to switch with the head diver to harvest milfoil if they are fatigued.
- **Tender** - The tender's role is to keep the DASH operation running. This includes moving the milfoil from the screen to buckets, filling the gas and checking the oil, priming the foot valve and assisting the diver with his equipment as he enters and exits the water. They fill out the data sheets at the end of the day and send them to the project manager. All tenders are certified and trained in the spotting and handling of milfoil.

2.) Equipment Cost	\$240.00/day
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Description of Equipment to be used/provided:

- Garmin GPS – Progress maps and reports are sent at the end of each work week.
- All needed SCUBA equipment
- Liquivision Dive Watch
- Go Pro for Video (if need be)
- DASH Unit
- 33 gallon Brute Buckets

- Aquacom 2 Way Communication per OSHA regulations
- Ocean Tech Systems Full face mask for all diving personnel
- Drop down poll for DASH unit – This poll drops through a hole in the deck and keeps the boat in place.

3.) Cost per day \$240.00 + \$700.00
\$940.00

Description of **DASH**:

- 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.

Description of **Hand/Bag Harvesting**:

- 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 divers enter and exit the water.

4.) One Time Set Up Fee \$100.00

5.) Estimated Project Cost:

- Based on 10 Days \$9,500.00

Note: The estimate is what it is. There are no up-charges or extra costs. We believe in a low price because it allows for more DASH days to be completed.



Horseshoe Pond 2020 DASH Bid

1.) Team Information Cost		\$ 700.00/day
Number of Divers	2	
Number of Surface Support Personnel	1	
Other Staff	0	

Personnel Info:

- The work crew consists of 3 on-site personnel. Two members (safety diver and tender) are on the DASH vessel during operation with one member (head diver) in the water.
- **Personnel Certifications** – Divers are Open Water and Weed Control Certified. The head diver has a Commercial Boating License. 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.
- **Head Diver** - The head diver is the point man of the DASH operation. He completes the milfoil harvesting, directing his/her crew through the areas marked by the DES and local association in the most efficient manner possible.
- **Safety Diver** - The safety diver uses OSHA mandated 2-way communication to stay in contact with the head diver as he harvests milfoil. He makes sure that the equipment (DASH boat, dive equipment, ect.) are always clean and organized at the end of the day. He/she is also weed control certified and has the ability to switch with the head diver to harvest milfoil if they are fatigued.
- **Tender** - The tender's role is to keep the DASH operation running. This includes moving the milfoil from the screen to buckets, filling the gas and checking the oil, priming the foot valve and assisting the diver with his equipment as he enters and exits the water. They fill out the data sheets at the end of the day and send them to the project manager. All tenders are certified and trained in the spotting and handling of milfoil.

2.) Equipment Cost		\$240.00/day
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Description of Equipment to be used/provided:

- Garmin GPS – Progress maps and reports are sent at the end of each work week.
- All needed SCUBA equipment
- Liquivision Dive Watch
- Go Pro for Video (if need be)
- DASH Unit
- 33 gallon Brute Buckets

- Aquacom 2 Way Communication per OSHA regulations
- Ocean Tech Systems Full face mask for all diving personnel
- Drop down poll for DASH unit – This poll drops through a hole in the deck and keeps the boat in place.

3.) Cost per day	\$240.00 + \$700.00
	<u>\$940.00</u>

Description of **DASH**:

- 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.

Description of **Hand/Bag Harvesting**:

- 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 divers enter and exit the water.

4.) One Time Set Up Fee	\$100.00
5.) Estimated Project Cost:	
• Based on 2 Days	\$1,980.00

Note: The estimate is what it is. There are no up-charges or extra costs. We believe in a low price because it allows for more DASH days to be completed.