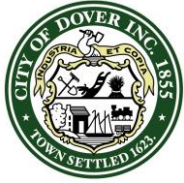


CITY OF DOVER

DOVER CONSERVATION COMMISSION – AGENDA

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue Dover NH
Meeting Date: Monday, March 11, 2024
Meeting Time: 5:30 pm

1. CALL TO ORDER AND ROLL CALL
2. CITIZEN’S FORUM
3. APPROVAL OF THE PRIOR MEETING MINUTES – February 12, 2024
4. OLD BUSINESS
5. NEW BUSINESS
 - A. First Five Minutes for Dover’s Conservation and Open Space Priorities
 - B. Natural Resources Inventory Project Update
 - C. 2024 Urban Street Tree Project - \$20,000 funding request
 - D. Willand Pond Milfoil Treatment
6. REPORT FROM THE CHAIR
 - A. Review of Correspondence Received From NH Department of Environmental Services
7. OTHER BUSINESS
 - A. Update from Forest Management Subcommittee
8. ADJOURNMENT



CITY OF DOVER

DOVER CONSERVATION COMMISSION – MINUTES

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue, Dover, NH
Meeting Date: Monday, February 12, 2024
Meeting Time: 5:30 pm

MEMBERS PRESENT: Bill Hunt (Chair), Steve Fellows (Vice Chair), Kristen Murphy, Amy Kramer Perry

Absent (Excused): Abigail Lyon, Robert Atwood (Secretary), Bruce Batchelder (Alternate), Jake Geddes, Jay Aube

Absent (Unexcused):

STAFF PRESENT: Jackson Kaspari – Resilience Manager

OTHERS PRESENT: Autumn Scott, Jessica Hunt, Andrew Akerman

1. CALL TO ORDER AND ROLL CALL

The meeting was convened at 5:30 PM.

2. ANNUAL NOMINATIONS AND ELECTION OF OFFICERS FOR 2024

Chair, Vice Chair and Secretary positions need to be filled.

S. Fellows noted he is willing to continue as Vice Chair and B. Hunt noted he is willing to continue as Chair. R. Atwood will continue to serve as Secretary.

Vote: 4 in favor of the slate of officers as discussed.

3. CITIZENS' FORUM

None

4. APPROVAL OF THE PRIOR MEETING MINUTES- JANUARY 8, 2024

S. Fellows moved to approve the minutes of January 8th as submitted. A. Kramer Perry seconded.

Vote: 3 yes, 1 abstain

5. OLD BUSINESS:

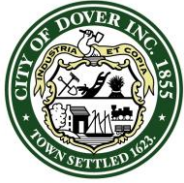
None

6. NEW BUSINESS:

A. Conditional Use Permit for Public Service of New Hampshire, Assessor's Map 24, Lot 133, Map N, Lots 23, 22C-8, and Map K, Lots 4-C and 2, zoned CWD, R-12, located at the Transmission line ROW - Cocheco Street to Penny Lane. Proposal is a R169 utility transmission line structure replacement project creating 19,734 square feet of temporary impact to the Conservation District.

B. Conditional Use Permit for Public Service of New Hampshire, Assessor's Map K, Lots 1-A-0, 1-A-1, 1-B0, Map N, Lots 18-1, 18-OP1, 18-6, and 19-5, zoned R-40, located at Transmission line ROW- McKone Lane to Eagan Drive. Proposal is a R169 utility transmission line structure replacement project creating 742 square feet of temporary wetland impact and 1,515 square feet of temporary impact to the Conservation District.

C. Conditional Use Permit for Public Service of New Hampshire, Assessor's Map N, Lots 19-A, 19-B, 19-C, Map K, Lots 6-C, 6-E, Map M, Lots 3, 3-A, 3-B, zoned R-40, located at Transmission Line ROW- end of Falcon Drive to Back Road. Proposal is a R169 utility transmission line structure replacement project creating 23,279 square feet of temporary wetland impact and 29,941 square feet of permanent impact to the wetland buffer.



CITY OF DOVER

DOVER CONSERVATION COMMISSION – MINUTES

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue, Dover, NH
Meeting Date: Monday, February 12, 2024
Meeting Time: 5:30 pm

D. Conditional Use Permit for Public Service of New Hampshire, Assessor's Map M, Lots 105, 105-1, 105-2, 100-A, 92-B, 93-B, zoned R-40, located at Transmission Line ROW-245 Back Road to Cullen Bay Road Proposal is a R169 utility transmission line structure replacement project creating 3,188 square feet of temporary wetland impact.

E. Conditional Use Permit for Public Service of New Hampshire, Assessor's Map M, Lots 91-C, 92-A, 92-H, 104, zoned R-40, located at Transmission Line ROW- Cullen Bay Road to Cocheco River. Proposal is a R169 utility transmission line structure replacement project creating 29,676 square feet of temporary wetland impact.

All guests present to make the presentations for PSNH introduced themselves.

The proposals were explained as needing to replace 18 structures and small communications line and shield. The project is about three miles long. They explained the temporary impacts to occur during the construction.

In wetland areas, the old poles will be cut down so as not to further impact. In non-wetland areas the poles will be removed. Permanent impacts to wetland buffers were explained.

J. Kaspari noted that since it is such a large project, it was reviewed by TRC.

S. Fellows moved to endorse the five CUPs for PSNH as presented. A. Kramer Perry seconded.

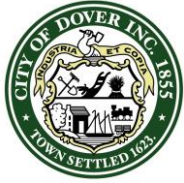
Vote: 4 in favor

F. Natural Resources Inventory Project Update

The goal of the project is to develop an inventory of Dover's natural resources to be used as a tool for land use boards, staff and public to utilize.

Autumn Scott, Strafford Regional Planning Commission updated and discussed the following with the Commission:

- Maps dispersed and described
 - She asked the members to review these over the next week and let her know any comments
 - This is the map set they will work off of for the NRI
- Timeline review
 - Receive comments from Commission
 - Start drafting the NRI
 - Public workshop to gather input for priorities
 - The group brainstormed places to advertise
 - Draft Survey sent out for review prior to March meeting



CITY OF DOVER

DOVER CONSERVATION COMMISSION – MINUTES

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue, Dover, NH
Meeting Date: Monday, February 12, 2024
Meeting Time: 5:30 pm

G. Conservation and Open Space Chapter Update

J. Kaspari informed the members that we are just getting going on this process but they are making sure both this process and the NRI project work together. He named the members of the Steering Committee. The goal is to have this completed by the fall.

7. REPORT FROM THE CHAIR

A. Review of Correspondence Received from NH Department of Environmental Services

J. Kaspari noted they've received the opportunity to work with DES and split the costs to fix an issue at the pond. He expounded on some options for how to fund the portion Dover will have to cover.

8. OTHER BUSINESS

A. Update from Forest Management Subcommittee

S. Fellows reported on the latest discussion topics

- Discussion with Community Services Director for the Commission to support the continuation of planting street trees
 - Continued discussion about funding for street trees as a trade for Community Services funding the matching pond funds required
 - Suggestion to keep a better record of the Conservation Fund balance minus any funds committed
- Potential pocket forest at Garrison School update

9. ADJOURNMENT

S. Fellows moved to adjourn. K. Murphy seconded. Vote: 4 yes.
The meeting was adjourned at 6:45 PM.

March Meeting (3/11)

Pre-meeting homework: Review draft survey & come prepared with any final suggestions

Agenda:

1. Progress update/timeline review
2. Workshop takeaways
3. Finalize survey

Post-meeting action items:

- SRPC is working to finalize contracting with FBE. SRPC will facilitate an introduction between the Conservation Commission & FBE once contracts are finalized.
- SRPC will monitor & promote the community survey
- SRPC will develop a complete first draft of the NRI to be reviewed for the April Conservation Commission meeting.

Workshop Notes

How can Dover utilize its natural resources to create a WELCOMING, friendly, connected community?

- Show them off!
- Use same wayfinding for natural resources that is used for businesses
- Increase public access (parking, etc.)
- Connect the conversation/open space choir with the economic development folks (chamber)
- A lot of open space is not publicly accessible

What does balanced URBAN AND RURAL CHARACTER look like to YOU?

- Do regs and zoning ordinance preserve and promote access to natural resources?
- "balanced" requires increased maintenance of natural resource sites that people want to get to

How can Dover maintain and improve HIGH-QUALITY COMMUNITY SERVICES as they relate to natural resources? (ex. parks, landscaping, conservation lands)

- New developments need to be designed to improve access for new residents and existing residents (conservation subdevelopment)

- Some landowners of conservation sites that are open to the public deliberately try to limit public access. (need more oversight?)
- Stormwater utility

What does ENVIRONMENTAL LEADERSHIP with thoughtful stewardship of natural resources look like to YOU?

- "Parks manager" position within city facilities bureau
- Promote stewardship through business community and chamber of commerce
- People have pride in Dover

How can Dover leverage its natural resources to maintain an ATTRACTIVE DOWNTOWN?

- Urban tree cover is a huge natural resource for the downtown
- Street design and winter maintenance needs to support tree health
- "green streets" are designed to balance winter maintenance with tree health
- Natural resources is connected to stormwater management in infrastructure

How can Dover ensure outdoor RECREATION activities and VOLUNTEER opportunities are attractive to a variety of ages?

- Keep access to waterways (compare Dover's water access to Rochester)
- Careful design of new residential development along trails and near open lands
- Collaborate with Rec Department for events for various/all ages
- Apple Harvest Day celebrates the urban downtown – similar celebratory event on conservation lands. NOT pick up trash, but generate interest and pride in Dover's natural resources

How can Dover avoid negative GROWTH IMPACTS on its natural resources and ensure the growing City thrives?

- Open space conservation reduces cost of community services
- Infill has occurred as intended, but people moving into dense urban areas may not have access to open spaces. Obligation to ensure people have access to natural spaces even if they live in urban core.

How can Dover improve ACCESS to its natural spaces?

- Environmental justice measure: are you a 10 minute walk from a greenspace
- Is the path between home and greenspace ALSO green?
- List of all businesses/sites within an "X" minute walk from the community trail

- Utilize PLTS to assess access to open spaces?
- Dog owners will show you where people want to go in open spaces (analogy: some colleges don't install campus walkways until students show them where they naturally want to walk).
- Identify access barriers (e.g. ADA) at important rec/open space sites and get grants for improvements (e.g. NH rec trails program).

What concerns you about managing Dover's natural resources in the face of CLIMATE CHANGE impacts?

- Need to plan developments, infrastructure, and urban trees for future changes (e.g. warmer USDA plant zone)

What excites you about the strength of Dover's natural resources in the face of CLIMATE CHANGE impacts?

- They can help mitigate the impacts of climate change (e.g. stormwater treatment)
- Utilize UNH research capacity!

How can Dover ensure PARTICIPATION in local government and civic life is representative and accessible to the whole community?

- Utilize civic pride
- Utilize connectedness in business community (and the power of their customers).

What are the first five words that come to mind when you think of Dover's natural spaces?

- Underutilized
- Potential
- Waterfront
- Wildlife

Who should the City be connecting with?

- Scouts
- UNH (cooperative extension)
- Chamber of commerce
- Nature conservancy
- Local students
- Non-profits with grant opportunities
- Are there documents the City should review, or model cities to look to?



Dover Natural Resources Inventory

This Natural Resource Inventory survey is open to those who live, work, and play in Dover.

The Strafford Regional Planning Commission, in association with the City of Dover, is conducting a Natural Resources Inventory (NRI), and we want to hear your opinions on Dover's natural resources. Sharing your thoughts will ensure our resources are managed in a way that aligns with the needs and desires of the City for years to come.

If you have any questions, please contact Autumn Scott, Strafford Regional Planning Commission at ascott@strafford.org.

1. Please rate the importance of the following natural resources to you:

	Extremely important	Very important	Somewhat important	Not so important	Not at all important
Fields/agriculture	☐	☐	☐	☐	☐
Fish and wildlife habitat	☐	☐	☐	☐	☐
Wetlands	☐	☐	☐	☐	☐
Forests	☐	☐	☐	☐	☐
Rivers/streams	☐	☐	☐	☐	☐
Scenic views	☐	☐	☐	☐	☐
Lakes/ponds	☐	☐	☐	☐	☐
Biodiversity	☐	☐	☐	☐	☐
Drinking water/aquifers	☐	☐	☐	☐	☐

Other (please specify)

2. Please rate the importance of the following short term (5 years) priorities:

	Extremely important	Very important	Somewhat important	Not so important	Not at all important
Protection of farms & agricultural land	☐	☐	☐	☐	☐
Protection of well sites & aquifers	☐	☐	☐	☐	☐
Protection of water bodies	☐	☐	☐	☐	☐
Land acquisition for outdoor recreation (trails, education, hunting, etc.)	☐	☐	☐	☐	☐
Preservation of historical sites & buildings	☐	☐	☐	☐	☐
Protection of land for wildlife habitat	☐	☐	☐	☐	☐
Shoreline protection & stabilization	☐	☐	☐	☐	☐
Improvement of stormwater management	☐	☐	☐	☐	☐

Other (please specify)

3. How important is it that areas in Dover are protected for conservation?

- ☐ Extremely important
- ☐ Very important
- ☐ Somewhat important
- ☐ Not so important
- ☐ Not at all important

4. Do you support the further acquisition of lands for conservation purposes?

- ☐ Extremely supportive
- ☐ Very supportive
- ☐ Somewhat supportive
- ☐ Not so supportive
- ☐ Not at all supportive

5. How important is it that areas in Dover are protected for recreation purposes?

- ☐ Extremely important
- ☐ Very important
- ☐ Somewhat important
- ☐ Not so important
- ☐ Not at all important

6. Do you support the further acquisition of lands for recreational purposes?

- ☐ Extremely supportive
- ☐ Very supportive
- ☐ Somewhat supportive
- ☐ Not so supportive
- ☐ Not at all supportive

7. How important is it that historic places or areas in Dover are protected?

- ☐ Extremely important
- ☐ Very important
- ☐ Somewhat important
- ☐ Not so important
- ☐ Not at all important

8. When you think of Dover, please tell us a location that you want to protect.

9. In what ways do you enjoy Dover's outdoor recreational opportunities? Please check all that apply.

- ☐ Nature observation, casual walking
- ☐ Hiking
- ☐ Kayaking, sailing, paddling sports (non-motorized)
- ☐ Boating (motorized)
- ☐ Fishing
- ☐ Hunting
- ☐ Off road motorized sports (snowmobile, ATV, motocross, etc.)
- ☐ Mountain biking
- ☐ Cross-country skiing, snowshoeing
- ☐ Horseback riding
- ☐ Swimming
- ☐ Other (please specify)

10. Please rank the following methods of acquiring or restoring land.

	City purchases land for conservation.
	City purchases conservation easement.
	City applies for grants to purchase conservation land or easement

11. Are you aware of, and have you visited, the following conservation areas?

	Aware	Visited	Not Aware
Willand Pond	☐	☐	☐
Dover Community Trail, paved section: Rutland Street/Central Avenue to Fourth Street	☐	☐	☐
Dover Community Trail, natural section: Fourth Street to Watson Road	☐	☐	☐
Bellamy River Wildlife Management Area	☐	☐	☐
County Farm Road Conservation Land	☐	☐	☐
Cocheco River Canoe Launch	☐	☐	☐
Sullivan Drive Nature Trail	☐	☐	☐

SERVICES CONTRACT

CUSTOMER NAME: **Friends of Willand Pond – Somersworth & Dover, NH**

SUBMITTED TO: **Aimee Dion**

CONTRACT DATE: December 14, 2023

SUBMITTED BY: Brendan McCarthy

SPECIFICATIONS: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl)** herbicide treatment to control invasive variable **milfoil** in **Willand 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 **\$28,280.00**. **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 5 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

Task 1: Permitting	\$1,540.00	(March)
Task 2: Herbicide Treatment (max)	\$22,690.00	(May or August)
Task 3: Residue Sampling (max)	\$2,100.00	(June/August)
Task 4: Post-Treatment Survey(s)	\$1,000.00	(August-October)
Task 5: State Reporting	\$950.00	(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

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.



(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. SŌLitude 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 SŌLitude.

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 SŌLitude 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 SŌLitude.

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

While SŌLitude 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 SŌLitude Lake Management® of all known and

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



relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

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

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.



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: _____

Friends of Willand Pond

Task 1: Permit Application Approval Only

By: _____

Name: _____

Title: _____

Date: _____

Task 2 through 5 Approval Signature

By: _____

Date: _____

Please Remit All Payments to:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

Customer's Address for Notice Purposes:

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.



SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES

Task 1: Permitting:**

1. SÖLitude staff will be responsible for the following:
 - a. Obtaining Preparing and filing a Special Permit Application around **March** and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to **40** abutters and publication of 1 newspaper legal notice.
(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

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

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Task 2: Herbicide Treatment:

1. SÖLitude will perform initial chemical treatment of **up to 27.5 acres** with **Procellacor EC™** in **late May or August** - inclusive of required certified mailings to a maximum of **40** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

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

Task 3: Herbicide Residue Testing:

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.



1. SÖLitude will perform herbicide residue testing (**May-August**), 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. 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 \$300/sample analyzed and \$450-\$500 per sample collection round.)

Task 4: Post-Treatment Survey:

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

Task 5: Year-End Reporting:

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

General Qualifications:

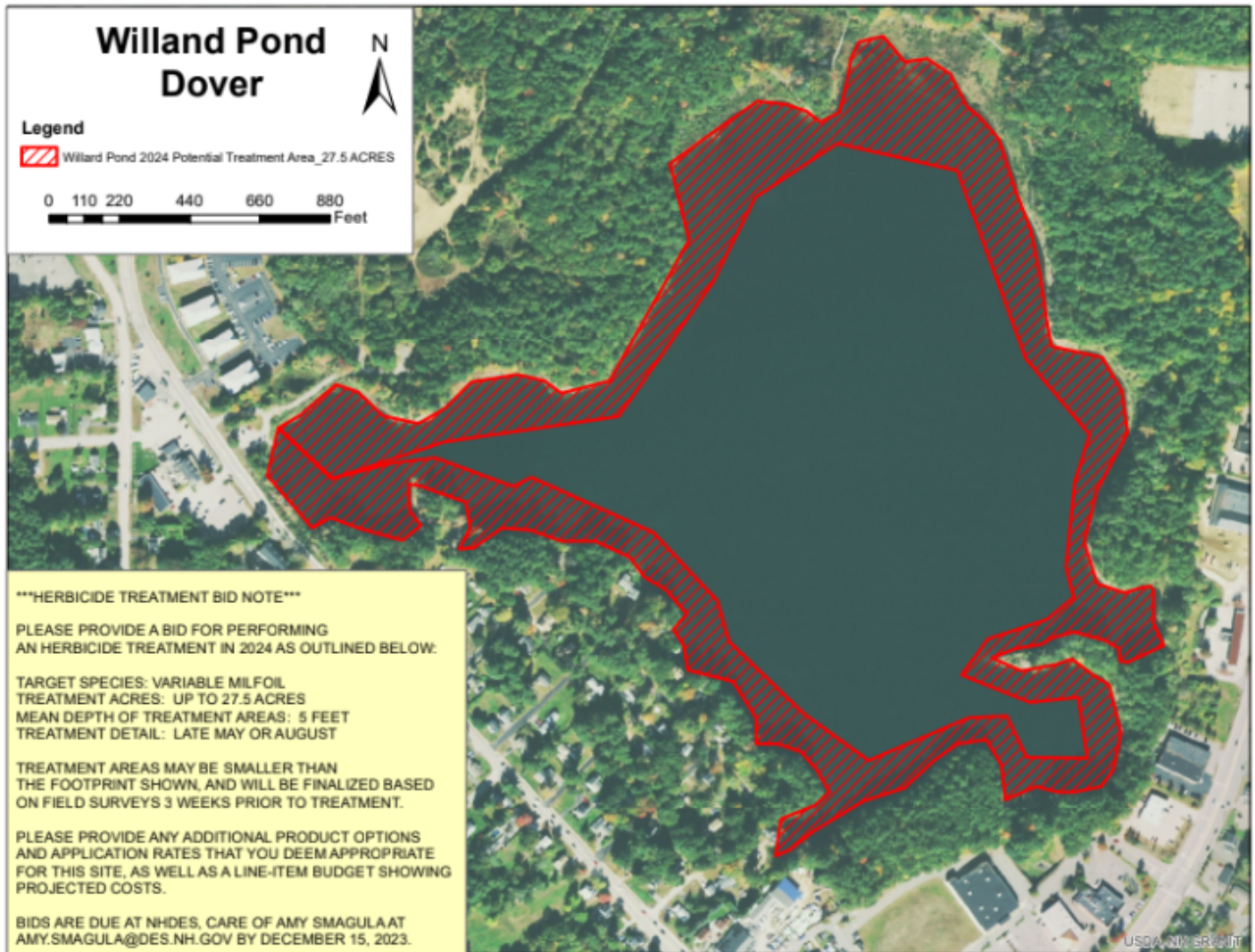
1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company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

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.



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 forgoing at his expense.



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