

November 10, 2015

Mr. Michael Allard, President
Namaske Lake Association
MEAllard@AllardVentures.com
michael@namaskelakeassociation.com

Re: 2016 Proposal/Agreement for an Herbicide Treatment Program to Control Invasive Variable Milfoil Growth in Namaske Lake in Goffstown, New Hampshire – Proposal # 142-16

Dear Mr. Allard:

Please accept this as our Bid/Proposal for a treatment program to control invasive variable milfoil (*Myriophyllum heterophyllum*) in portions of Namaske Lake during the 2016 season.

INTRODUCTION AND RECOMMENDED TREATMENT APPROACH

Aquatic Control Technology is familiar with conditions at Namaske Lake having performed treatment programs there in past years. For the 2016 season, we recommend utilizing Navigate (2,4-D BEE granular) herbicide for targeted treatment of milfoil regrowth. We recommend using higher herbicide application rates to overcome the effects of dilution, but focusing more on targeted placement of Navigate directly onto milfoil growth. This will result in higher per-acre treatment costs than recent years, but the total acreage requiring treatment should be reduced. We will work closely with DES to finalize treatment areas following the pre-treatment surveys.

SCOPE OF SERVICES

Permitting:

Aquatic Control will prepare and file a Special Permit application for this treatment project on behalf of the Client. Tasks completed during permitting will include:

- Completing the Special Permit Application form and assembling the normal attachments.
- Assembling names and mailing addresses for abutting property owners that can be keyed to Town Tax Maps, querying abutting property owners as to their source of domestic water.
- Completing all normal mailings and newspaper notifications required by the Special Permit.

Treatment:

Aquatic Control's New Hampshire licensed chemical applicators will apply USEPA/State registered herbicide(s) to designated treatment areas in accordance with the Special Permit issued by the NH Division of Pesticide Control. Final decisions on the product(s) applied, application rate(s) used, specific area(s) treated and the date(s) of treatment, will be made by mutual agreement between ACT, the Client and DES and will follow all requirements and conditions of the Special Permit.

Depending on the time of year and specific areas of treatment, the treatment will be performed using either an Airboat or aluminum work skiff powered by a conventional outboard motor. Granular herbicides will be applied using mechanical cyclone spreaders, an eductor system that delivers the granules in stream of water using fan shaped nozzles, or a hand-held granular blower. Application equipment will be properly calibrated and a Differential/WAAS GPS system will be on board the treatment boat(s) during the application to insure that the herbicide is evenly applied throughout the designated treatment areas.

Immediately prior to treatment, shorelines around the treatment areas and for a 200-foot buffer distance will be posted with signs warning of the temporary water use restrictions to be imposed per the Special Permit.

Monitoring and Reporting:

Aquatic Control will complete the following monitoring and reporting tasks to comply with conditions of the Special Permit.

- Perform pre and post treatment surveys of treatment areas.
- Arrange to have the post-treatment herbicide monitoring conducted by an independent, state-certified laboratory.
- Prepare and submit a year-end report.

TENTATIVE SCHEDULE OF PERFORMANCE - 2016

- Prepare and file Special Permit Application with NH DPC January/February
- Pre-treatment survey(s).....May/June
- Chemical treatment (1 application) mid-June
- Post-treatment inspections and reportingJuly – October

CLIENT RESPONSIBILITIES

It would be the Client’s Responsibility for compliance with and/or assistance with the following:

- Provide an accurate and current list of all abutting property owners to each treatment area (those located within 200 feet), a copy of the town tax maps that show all the abutting parcels, and an updated inventory of water source (i.e. wells or intakes) for the abutting properties.
- Identify and provide names and addresses of any property owners with direct water intakes located within 1200 feet of the proposed treatment areas.
- Identify locations of any community or public wells and their proximity to the treatment areas.
- Providing alternate water to abutters that may have to restrict their water use for drinking or irrigation following treatment, if requested and required.
- Provide a copy of the updated Long-Term Vegetation Management Plan prepared by DES.
- If possible, post the lake in advance of treatment or assist with posting on the day of treatment; Aquatic Control will provide pre-printed posters.

COST AND PAYMENT SCHEDULE

As discussed in the Scope of Services, we recommend a targeted treatment approach using Navigate (2,4-D BEE granular) herbicide during the 2016 season. For budgeting purposes, we provided costs for treatment of 51 acres at 142 lbs/ac. The actual area requiring treatment is expected to be lower, but the application rate and per acre unit cost may be higher. The final treatment map and program cost will be confirmed following the pre-treatment survey by DES.

The total cost of the chemical treatment program, broken down by task, is listed below.

Initial Herbicide Application in spring (mid June)

Task	Description	Navigate (2,4-D BEE) herbicide
1	Prepare and file Special Permit application with NH DPC (inclusive of all required direct and certified mailings to a maximum of 190 abutters and publication of 3 newspaper notices) ¹	\$2,785
2	Perform chemical treatment of up to 51 acres @ 142 lbs/ac (inclusive of all labor, chemical & equipment) ²	\$26,300
3	Pre and post-treatment surveys and submittal of the required written reporting to the State	\$700
4	Herbicide residue sample collection and analysis (assumes 2 samples are required) ³	\$1,100
Herbicide Application Program Total		\$30,885

¹ Any changes to the 2016 permitting process (i.e. requirements for additional information, different notification requirements, different survey and monitoring requirements, etc.) may incur additional cost. Should a Public Hearing be requested, there will be an additional charge of: \$500 for Aquatic Control to prepare for and attend the Public Hearing plus any direct costs associated with mailing (certified mail at \$7.50 per piece). If either fewer or more abutters require notification based on the final areas being treated, the cost will be adjusted accordingly.

² Should less acreage require treatment than is listed in bid map, the treatment cost will be calculated using the following formula:

	Navigate Program Cost
Base cost for certified applicator labor, equipment and mobilization	\$2250
Per acre unit cost (note: higher application rates will carry a higher per acre cost)	
- 4 foot average depth @ 111 lbs/ac	\$370/acre
- 5 foot average depth @ 142 lbs/ac	\$470/acre
- 6 foot average depth @ 170 lbs/ac	\$555/acre

³ Requirements for additional sampling will carry additional costs of \$250 per sample for sample analysis and \$350-\$650* (*lab weekend rate) per round for sample collection and delivery to the lab.

Payment of the project total shall be made as follows:

- **\$2785** for Task 1 permitting due upon accepting and returning a signed copy of this Proposal/Agreement
- Initial Herbicide Application cost due in full upon completion
- Additional tasks billed upon completion.
- **\$700** (balance) due upon submission of project completion report

Payment is due within 14 days of receipt of an invoice. Please contact us in advance if an alternative payment schedule is required.

In the unforeseen event that the NH DPC does not issue a permit for a timely treatment program, you would be obligated to only pay for work and expenses performed on Task 1 (permitting). Our ability to proceed with this treatment program is naturally contingent upon timely receipt of the required NH DPC approved permits. Specific, mutually agreeable date(s) for chemical treatment will be scheduled with you in advance and prior to permitting.

GENERAL CONDITIONS

- Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- Company will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
- Company 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.
- Company will maintain general liability and workman’s compensation insurance.
- Company shall be reimbursed by the Client for any non-routine expenses, administrative fees, compliance fees, or any other similar expenses that are incurred as a result of requirements placed on the Company by the Client that are not covered specifically by the written specifications of this contract.
- 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.
- The Client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the Client.
- The Client covenants and agrees to pay reasonable attorney’s fees and all other related costs and expenses for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

If we are selected for this project, please return a signed copy of this Proposal/Agreement to our office at your earliest convenience. If you have questions or need any additional information please do not hesitate to contact our office.

We look forward to working with the Namaske Lake Association on its ongoing variable milfoil control efforts at Namaske Lake in 2016.

Sincerely,

Aquatic Control Technology



Marc Bellaud
President/Aquatic Biologist

Accepted: Namaske Lake Association

By: _____

(sign name)

(print name)

(date)

