



TOWN OF HUDSON

Conservation Commission



William Collins, Chairman David Morin, Selectmen Liaison

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

CONSERVATION COMMISSION MEETING AGENDA September 9, 2024

The Town of Hudson Conservation Commission will hold its next meeting on **September 9, 2024** at 7:00 p.m. in the Buxton Meeting Room, located in Town Hall 12 School Street, Hudson, NH.

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

I. **New Business:**

- a. Conditional Use Permit Application – Subaru Expansion, 6 Executive Drive, Map 210, Lot 1 Input to Planning Board
- b. Conditional Use Permit Application – Brox Industries, Wetland Dredge and Fill— Hudson ConCom input to NHDES

II. **Old Business:**

- a. Memo From E. Dhima – regarding improvements and access at Robinson Pond Beach and Boat Ramp Areas
- b. Memo(s) From E. Dhima- regarding Long Term Water Quality Plan for Robinson Pond

III. **Other Business:**

- a. Pelham Road Trail Work Day(s) - moved to September 21st and 22nd.
- b. Budget 2025/2026
- c. Things to do List for 2024/2025
- d. Picnic on the Pond Sept 7th Wrap up

IV. Financial Status:

Current Report

V. Correspondence

- a. Correspondence a: and a1: Full Circle Forestry Permit
- b. Correspondence b: Map Purchase
- c. Correspondence c: 2025_NHDES-W-07-021_Control Grant Application-Town of Hudson,NH

VI. Approval of Minutes:

- a. Meeting Minutes – August 12, 2024

VII. Commissioner's Comments:

Next Regular Meeting: Monday October 21, 2024 at 7:00 p.m.

William Collins

William Collins, Chairman



TOWN OF HUDSON

Conservation Commission



William Collins, Chairman

Dave Morin, Selectmen Liaison

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291

Date: September 9, 2024

Case: Granite Subaru Expansion
6 Executive Drive
Hudson, New Hampshire
Map 210, Lot 1 Zone: Business (B)

Note: This CUP is a revised application to a previously submitted Conditional Use Permit Application reviewed by the HCC on April 11, 2022.

Description of work to be performed: The project entails construction of a paved vehicle storage area and a vehicle display area along with a new Wet Pond basin for Stormwater treatment and management. If built as proposed there will be a permanent wetland impact of 4,898 square feet and a permanent wetland buffer impact of 36,991 square feet. Note: The Wetland Buffer impact is slightly higher from the original amount of 26,829 (4/11/22) square feet due to the town’s adoption of a 75 foot wetland buffer for non-residential use.

Conservation Members Stepping Down:
Alternates Seated:
Applicant Representative(s):

Motion to “Not Recommend”

_____ moved to not recommend a favorable acceptance by the Planning Board for the proposed Granite Subaru Expansion as proposed by the applicant’s representatives for the following reasons.

Reason for not recommending: (i.e. Compliance to Regulations, degradation of wetland)

Motion second _____ Motion Carried 5 / 0 / 0

Motion to “Recommend” is based on revised Grading, Drainage & Utility Plan sheet 4 of 11 showing a revision date of 7/11/24

_____ moved to recommend acceptance by the Hudson Planning Board of the Conditional Use Permit application filed for the proposed “Granite Subaru Expansion” reference Tax Map 210, Lot 1, and dated May 28, 2024. After application review and site visit, the Hudson Conservation Commission finds that the use presented by the applicant comply with Hudson Zoning Ordinance 334, Article IX- Wetland Conservation Overlay District, paragraphs 334-

36(C) 2 and 334-37(1) (d) (e) and 334-37(2). Commission members concur that the proposed use will not have a detrimental impact to remaining wetlands and wetland buffer area on the site if constructed per revised Grading, Drainage & Utility plan, sheet 4 of 11 revision date 7/11/24. This favorable acceptance is contingent upon Planning Board approval of the proposed plan and with the Conservation Commission recommendations listed below.

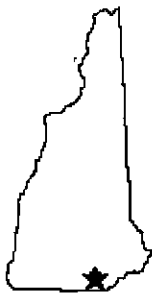
1. During construction and restoration erosion control barriers shall be installed and maintained to the satisfaction of the Town Engineer.
2. The Town Engineer or his representative shall be allowed to inspect the boundaries of the wetland and wetland buffer areas during construction and report any finding to the applicant and the Conservation Commission for remediation.
3. The commission recommends that a stipulation and or note be added to the final plan set that states "Stockpiling of earthen materials is not allowed in the Wetland Buffer Area".
4. The commission recommends that a stipulation and or note be added to the final plan set that states "The wetland buffer boundary shall be identified and marked prior to the start of construction per Hudson Zoning Ordinance, Article IX §334-35 (E.)
5. The commission recommends that a stipulation and or note be added to the final plan set that states "No Cut/No Disturb" signage shall be installed along the wetland buffer boundary prior to issuing Certificates of Occupancy per Hudson Zoning Ordinance, Article IX §334-35 (E.)
6. The commission recommends that a stipulation and or note be added to the final plan set that states "Snow storage shall not be allowed in any wetland buffer area."
7. The commission recommends that the drive isle along the proposed display area be reduced from twenty-two (22) feet in width to twenty (20) feet in width
8. This motion is based on the plan(s) submitted by the applicant. It is recommended that if additional impacts are required the plan be returned to the Conservation Commission for further review.

Motion second _____ Motion Carried 0 / 0 / 0

William Collins

William Collins
HCC Chairman

A copy of this recommendation should be stapled to the CUP application and forward it to the Town Planning Office for inclusion in the Planning Board Member Packets.



TOWN OF HUDSON

Conservation Commission

William Collins, Chairman

Dave Morin, Selectmen Liaison



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291

Date: April 11, 2022

Case: Granite Subaru Expansion, 6 Executive Drive, Wetland and Wetland Buffer Impact
Hudson, New Hampshire
Map 210, Lot 1
Zone: Business (B)

Description of work to be performed: The project entails construction of a paved vehicle storage area and a vehicle display area along with a new storm water detention basin. If built as proposed there will be a permanent wetland impact of 5,986 square feet and a permanent wetland buffer impact of 26,829 square feet.

Conservation Members Stepping Down:

Alternates Seated:

Applicant Representative(s):

Motion to "Not Recommend"

_____ moved to not recommend a favorable acceptance by the Planning Board for the proposed Granite Subaru Expansion as proposed by the applicant's representatives for the following reasons.

Reason for not recommending: (i.e. Compliance to Regulations, degradation of wetland)

Motion second _____ Motion Carried 5 / 0 / 0

Motion to "Recommend"

_____ moved to recommend acceptance by the Hudson Planning Board of the Conditional Use Permit application filed for the proposed “Granite Subaru Expansion” reference Tax Map 210, Lot 1, and dated February 15, 2022. After application review and site visit, the Hudson Conservation Commission finds that the use presented by the applicant comply with Hudson Zoning Ordinance 334, Article IX- Wetland Conservation Overlay District, paragraphs 334-36(C) 2 and 334-37(1) and (2). Commission members concur that the proposed use will not have a detrimental impact to remaining wetlands and wetland buffer area. This favorable acceptance is contingent upon Planning Board approval of the proposed plan and with the Conservation Commission recommendations listed below.

1. During construction and restoration erosion control barriers shall be installed and maintained to the satisfaction of the Town Engineer.
2. The Town Engineer or his representative shall be allowed to inspect the boundaries of the wetland and wetland buffer areas during construction and report any finding to the applicant and the Conservation Commission for remediation.
3. The commission recommends that a stipulation and or note be added to the final plan set that states “Stockpiling of construction materials is not allowed in the Wetland Buffer Area”.
4. The commission recommends that a stipulation and or note be added to the final plan set that states “The wetland buffer boundary shall be identified and marked prior to the start of construction per Hudson Zoning Ordinance, Article IX §334-35 (E.)
5. The commission recommends that a stipulation and or note be added to the final plan set that states “No Cut/No Disturb” signage shall be installed along the wetland buffer boundary prior to issuing Certificates of Occupancy per Hudson Zoning Ordinance, Article IX §334-35 (E.)
6. The commission recommends that a stipulation and or note be added to the final plan set that states “Snow storage shall not be allowed in any wetland buffer area.”
7. The commission recommends that a stipulation and or note be added to the final plan set that states “Green SnowPro Certified Contractors shall be used to manage snow control and clearing of the site”.
8. The commission recommends that the drive isle along the proposed display area be reduced from twenty-two (22) feet in width to twenty (20) feet in width
9. This motion is based on the plan(s) submitted by the applicant. It is recommended that if additional impacts are required the plan be returned to the Conservation Commission for further review.

10. Because the is a low use area with minimum vehicle movement reducing the driveway widths from 22 feet to 20 feet will have a net reduction in 270 square feet of impervious surface and A reduction of the driveways along the

Motion second Sandra Rumbaugh Motion Carried 5 / 0 / 0

William Collins

William Collins
HCC Chairman

A copy of this recommendation should be stapled to the CUP application and forward it to the Town Planning Office for inclusion in the Planning Board Member Packets.



TOWN OF HUDSON

Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291

TO: Conservation Commission

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

DATE: August 19, 2024

RE: NH State Parks Land & Water Conservation Fund Request Grant

The New Hampshire Department of State Parks has funds available which can be utilized for a Robinson Pond recreational boat launch and swimming beach area. In addition, these projects will provide credit to the Town towards our MS4 permitting requirements, which are due in 2026.

Currently, the Conservation Commission is spearheading the efforts for the design and permitting of these projects. The grant amount could be up to one million dollars, with a 50% cost match from the Town, which will require Town approval in March 2025. The funds will be used for the construction phase of the boat launch and swimming beach area, while supporting our MS4 permit obligations.

At this time, the Robinson Pond boat lunch area is open to the public, while the beach area is restricted to the residents only. The grant application is due this November and the grant has a higher probability of approval if it's combined as one project and both areas are open to the public. Since the beach area is currently only open to Hudson residents, an ordinance change is required to open it to everyone. This change of restriction would make us eligible for the necessary funds for much needed improvements now and in the future.

The Conservation Commission is currently vested in the improvements of this pond and design of the boat launch and beach area, so our recommendation to the Board of Selectmen about this matter is warranted.

First Motion:

To support and recommend to the Board of Selectmen the grant application for the improvements for the boat lunch and the beach area.

Second Motion:

To support and recommend to Board of Selectmen the grant application for the improvements for the boat lunch only.

Dhima, Elvis

From: Gegas, Vasilios (Bill) <vasilios.n.gegas@dncr.nh.gov>
Sent: Tuesday, August 13, 2024 3:55 PM
To: Gegas, Vasilios (Bill)
Cc: Gegas, Vasilios (Bill)
Subject: LWCF Grant Round 35 Intent Reviews/Inspections Complete

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Greetings,

Your intent-to-apply to Grant Round 35 of the Land and Water Conservation Fund, Local Assistance Program has been reviewed and a pre-application inspection of the project site has been completed.

We are pleased to inform you that your project has met the minimum requirements for program eligibility. You will be receiving an invitation to apply shortly, after some updates are made to the online application platform. Within the application you will receive further instructions, web-forms, and the process timeline.

Save the following date/time for a mandatory application workshop webinar: **9am-noon, Thursday, September 12, 2024**. The focus will be on technical requirements for narratives and attachments. At least one official representative from your city or town must register and participate. Invited applicants that do not participate will be automatically disqualified and deferred to subsequent grant rounds. Webinar registration information and link will be provided shortly.

Receiving an invitation to apply does not imply that a determination has been made by this office regarding the degree to which your final application will be sufficiently complete for review and scoring. If essential elements are missing at the time of submittal (*application deadline date to be determined*) your application will be rejected from Grant Round 35 and returned to you for possible re-submittal under subsequent grant rounds.

Please remember that for projects to be considered viable under this grant round elements of the pre-planning and design phases should already be in-progress if not completed including but not limited to concept plans and/or final plans, public comments, deed and title research, property boundary determination/affirmation, environmental reviews, environmental permitting, historic resource reviews, project timelines, and costs estimates. You should also remember that pre-application planning, engineering, and architectural costs are eligible to be included within your application budget.

New for Grant Round 35 a certificate of authority will be required for all applications, attesting that the governing board or council formally resolved for the designated project manager to submit the application on behalf of the municipality.

Thank you for your patience through this process. Please confirm that you have received this message.

If you have any questions in the meantime, please let me know.

Sincerely

Bill Gegas
LWCF Grants Coordinator
Bureau of Community Recreation
Division of Parks & Recreation
N.H. Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301-5767
tel: 603-271-3035

vasilios.n.gegas@dncr.nh.gov
nhstateparks.org
dncr.nh.gov

1.0 PUBLIC MEETINGS & COORDINATION

VHB will support the Town during anticipated meeting and required coordination with the DNCR. VHB will attend a mandatory DNCR pre-application workshop webinar, scheduled for September 12, 2024. To support the public engagement process and necessary public meetings for project approvals, VHB will attend up to a total of four in-person Town meetings, including Select Board or Conservation Commission meetings. VHB will collect and organize Town meeting agendas and minutes from the Town's website, to be referenced while developing the LWCF grant application.

Meetings: Up to four in-person meetings in Hudson with VHB Project Manager. One virtual webinar.

Deliverables: None anticipated.

2.0 PUBLIC ENGAGEMENT

The LWCF application will require a description of the project's public benefit and the extent of public engagement in the development of the LWCF proposal. To support public engagement and enhance the Town's grant application, VHB will develop digital and printed materials for public outreach and facilitate public engagement opportunities. Using VHB plans, photographs, and illustrative representations of the project site, VHB will create a public online story map website to summarize the project history, proposed improvements, and solicit public comments. VHB will deliver a shareable URL to the Town for posting to the Town's website. The website will include a public opinion survey form to collect public comments during a defined public comment period, to be determined by the Town. VHB will collect public comments and draft responses in a summary memorandum. VHB will deliver a draft memorandum to the Town Engineer for review and approval. VHB will address one round of comments from the Town Engineer and deliver a final memorandum via email. To further support public outreach and engagement, VHB will develop a double-sided 6"x9" postcard which VHB will mail to up to 50 households, including landowners adjacent to Robinson Pond and landowners abutting the project site. The postcard will direct the public to the project website for more information. VHB will print up to 100 postcards, up to 50 of which are expected to be mailed. Remaining postcards will be delivered to the Town for public distribution at the Town Office.

Meetings: None anticipated.

Deliverables: One public project website with public opinion survey. One draft and one final summary memorandum with public comments. One hundred (100) oversized (6"x9") double-sided color postcards.

3.0 NEPA SCREENING

As the Town will be requesting federal grant funding, the project will require a screening of environmental impacts of the proposed project under the National Environmental Policy Act (NEPA). This screening will follow the methods and process required by the National Parks Service, described on the NPS Form 10-904. VHB's specialized NEPA professionals will complete environmental screening checklist on the form with the best available knowledge. VHB understands this checklist will be sufficient for this grant application. No additional NEPA documentation is included in this scope of work.

Meetings: None anticipated.

Deliverables: Complete Environmental Resources Survey section of NPS Form 10-904.

4.0 LWCF APPLICATION PREPARATION

As a result of the DNCR pre-application site visit performed on July 23, 2024 and confirmed in DNCR email correspondence dated August 13, 2024, this project has met the minimum program application requirements, and the Town anticipates an invitation to apply from DNCR. Once invited to apply, VHB will assist the Town with preparing a complete application to the LWCF grant fund for the current grant round 35. A complete LWCF application is anticipated to include but is not limited to the following:

- › DNCR LWCF Application Narrative & Questionnaire
- › NPS LWCF Description & Notification Form (10-903)

- › NPS LWCF Application & Revision Form (10-904)
- › NH Division of Historic Resources Section 106 Review
- › NH Natural Heritage Bureau Data Check & Coordination
- › USFWS Information for Planning and Consultation (IPaC) Determination
- › NH Department of Environmental Services Permits (Wetlands, Shorelands & AoT)
- › National Environmental Policy Act (NEPA) Screening
- › Property boundary survey stamped by a NH licensed Professional Land Surveyor
- › Engineering design plans
- › Public review/comment periods and summary reports

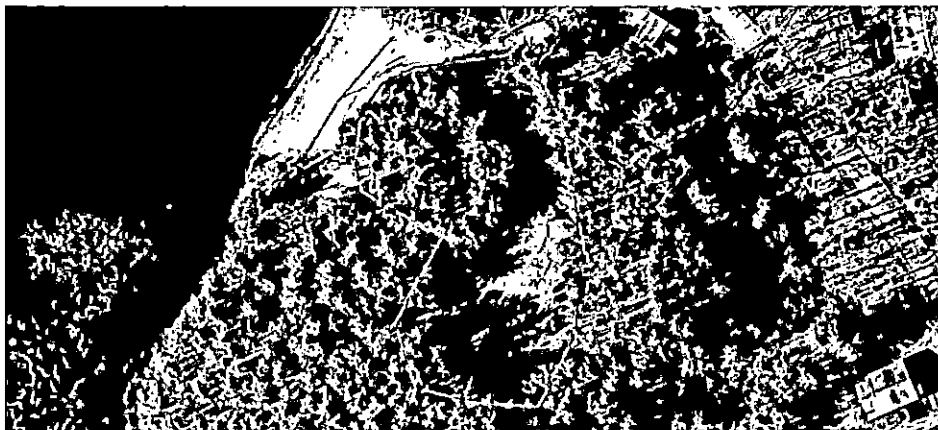
VHB will support the Town with developing a project narrative, complete drafts of required DNCR and NPS application questionnaires and forms, and compilation of supporting materials described under other tasks within this scope of work and the existing separate scope of work for final engineering design and permitting. This is expected to include the list of application forms and materials listed above. VHB will draft these documents for Town review, and has included time to address one round of comments from the Town Engineer and Town Administrator. VHB will deliver completed application materials to the Town Engineer for review, signature, and submission. The Town Engineer shall be responsible for receiving Select Board approval to submit the application, gathering authorized signatures, and submitting the complete application prior to the deadline. As of this writing, DNCR has not established an application deadline. VHB expects the deadline will be set for December 2024 or January 2025.

Meetings: One virtual meeting with the Town to review comments.

Deliverables: One draft and one complete LWCF application package for Town signature and submittal.

5.0 SUPPLEMENTAL TOPOGRAPHIC SURVEY FOR ENGINEERING DESIGN

To support future outdoor recreational improvements at the site which may be eligible for LWCF funding in future grant rounds, VHB will conduct a topographic survey for design purposes to locate features and develop one (1) foot contours of a two (2) acre area depicted in the blue outline of the aerial image below. Features such the gravel road, a small garage/building, several small primitive day use camping sites (foot paths, tent sites, picnic tables, fire rings), and trees with DBH of 12 inches or more will be field located as well as trees with DBH of 12 inches or more within 25 feet of the proposed project footprint.



Meetings: None anticipated.

Deliverables: Existing conditions plan to be delivered separately under VHB project number 53023.01.

6.0 604B PLANNING GRANT

To support additional Town grant applications related to Robinson Pond watershed restoration, VHB will assist the Town in supporting the Nashua Regional Planning Commission (NRPC) with their grant application to the NHDES grant program for watershed planning efforts (604(b) grant). This grant builds upon a previous 604(b) planning grant awarded to NRPC for the development of a Water Quality Protection Plan for Robinson Pond. NRPC will compile the four-page grant application and act as project sponsor. VHB will provide project background information to NRPC and review one draft of the grant application on behalf of the Town.

Meetings: None anticipated

Deliverables: One review of NRPC's draft grant application with comments delivered to NRPC via email.

7.0 PROJECT MANAGEMENT

VHB will perform project management activities related to this project including QA/QC of deliverables, internal and client kickoff meetings, and will provide monthly invoices with progress reports.

Meetings: One internal and one virtual client kickoff meeting.

Deliverables: Monthly invoices with progress reports.

SCHEDULE

VHB anticipates the Town would be invited to apply in August 2024 and a complete application to DNCR would be required in December 2024. VHB understands that DNCR will review applications and select projects through a competitive selection process. VHB understands that projects selected by DNCR are expected to be submitted to the NPS in April 2025 for funding, with NPS awards granted to DNCR in October 2025. DNCR sub-award agreements to individual project awardees are expected to be submitted for Governor & Executive Council approval between November 2025 and January 2026, with a project funding becoming available to the Town no earlier than January 2026.

SERVICES NOT INCLUDED

The following tasks or services are not included within this scope of work:

- › Grant administration.
- › Federal, state, or local permitting.
- › NEPA documentation not explicitly included.
- › Services not specifically described in this proposal.

COMPENSATION

VHB will complete this task on a lump sum basis and will bill by percent complete. VHB will not exceed this fee without prior written approval from the Town.



Prepared by: Garrison Beck

Document Approval: Peter Walker


Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By:  _____

By: _____

Print: David Fenstermacher _____

Print: _____

Title: Managing Director _____

Title: _____

Date: August 29, 2024 _____

Date: _____



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

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PROJECTS LOCATED IN FLORIDA. FLORIDA STATUTES SECTION 558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.



Engineers | Scientists | Planners | Designers
 2 Bedford Farms Drive, Suite 200, Bedford, New Hampshire 03110
 P 603.391.3900 F 603.518.7495 www.vhb.com

Client Authorization

New Contract Date: August 30, 2024
 Amendment No. Project No. 85836.24
Project Name: Robinson Pond Subdivision, Hudson NH

	Cost Estimate	
	Amendment	Contract Total
Labor		\$19,950
Expenses		Included
TOTAL		\$19,950

To: **Elvis Dhima, P.E.**
 Town of Hudson
 12 School Street
 Hudson, NH 03051

Email: edhima@hudsonnh.gov

Lump Sum Time & Expenses
 Cost + Fixed Fee Labor Multiplier

Phone No: 603-886-6008

Estimated Date of Completion: 6 weeks from NTP

SCOPE OF SERVICES

The Client has requested that a subdivision be created to divide the existing 47-acre parcel located at 52 Robinson Road into two parcels. VHB will conduct professional survey services and permitting services in support of the subdivision of land (the Project), in Hudson, NH.

A detailed summary of each component of the scope is presented below.

1.0 MINOR SUBDIVISION

VHB will prepare the Minor Subdivision application in coordination with the Owner based on the approved (Conceptual) Site Plan. VHB will prepare a subdivision plan to create one (1) new parcel. The plan will meet the requirements as stated in the Town of Hudson Subdivision Regulations.

As part of this task, VHB will prepare a metes and bounds parcel description describing the boundary lines of the proposed parcel.

2.0 SURVEY SERVICES

2.1 Data Collection and Analysis

VHB will perform research, field survey, office calculations and plan preparation to establish the existing property line for the proposed subdivision. VHB will conduct an on the ground survey of the project boundaries. The following is a breakdown of tasks required to conduct the property line survey:

Research - VHB will perform property research at the Town and County Registry of Deeds. Assessor information, plans, deed copies will be obtained to assist in the determination of boundary lines.

Field Survey - Utilizing the information gathered during the research task, VHB will recover and locate monuments within the project area and abutting properties to assist in the determination of the boundaries. Evidence of the perimeter property lines (bounds, pipes, fences, walls, etc.) will be field measured, compiled with record data and shown on the Existing Conditions Survey Plan.

Data Analysis and Deed Interpretation – Based on the data gathered above, VHB will calculate and analyze existing record property line data and compare the results with the field located boundary evidence.

2.2 Existing Conditions Survey

VHB will perform an on the ground instrument survey to locate existing features such as buildings, building heights, wetland delineation flags, driveways, wells, septic systems, and edge of road.

2.3 Subdivision Plan for Application and Recording

VHB will prepare a topographic existing conditions plan depicting the proposed subdivision to be included in the Minor Subdivision Application (Task 1). After Town approval, VHB will provide a recording Mylar meeting the Merrimack County Registry of Deeds recording standards.

2.4 Monument Installation

VHB will provide an allowance to install up to six (6) iron rod monuments at the corners of the proposed lots.

3.0 MEETINGS AND COORDINATION

VHB anticipates meetings and coordination with the Town of Hooksett, Client and others will be required. Meeting time includes coordination, preparation, travel, attendance, supporting graphics (when required), and documentation (when required) in the form of meeting notes. For the purposes of budgeting, VHB has allocated four (4) hours to support this task. If this budget allocation is exhausted, VHB will request additional compensation and written authorization prior to attending future meetings under this task.

CLIENT-FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, as required. The Client shall provide VHB with project-related technical data including, but not limited to, the following:

- › Permission to access the property and building areas as necessary;
- › Copies of available records, deeds, and prior surveys;
- › Access to neighboring properties to map wells and septic systems;
- › Project-related technical data including any historical environmental reports, and all other relevant data pertaining to the environmental condition of the site.

VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

SERVICES NOT INCLUDED

Certain services are not anticipated, or information required for their proper scoping is not available at this time. Therefore, the following tasks are not included in this proposal.

- Survey to resolve boundary conflicts.
- Construction services, including but not limited to control and layout.
- Installation of any monuments not included in this proposal.
- ALTA survey.
- Wetland delineation.
- Design of off-site improvements.
- Services not specially outlined in this proposal.

If work is required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the request of the Client, that contains the Scope of Services, fee, and schedule required to complete the additional tasks.



Prepared by: Glen Johnson

Document Approval: Dave Fenstermacher


Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: 

By: _____

Print: Dave Fenstermacher

Print: _____

Title: Managing Director

Title: _____

Date: August 29, 2024

Date: _____



PART II STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



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FLORIDA STATUTES SECTION
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ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**



TOWN OF HUDSON

Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291

TO: Board of Selectmen

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

DATE: August 20, 2024

RE: Nashua Regional Planning Commission (NRPC)
Water Quality Planning 604(b) Program Grant Application

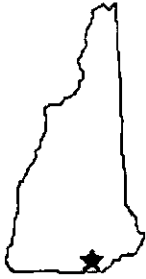
The Town of Hudson has been working towards improving watershed quality throughout the town and complying with the Environmental Protection Agency (EPA) permit regulations. Some of the most recent efforts have been focusing on improvements of water quality at Robinson Pond.

In 2020, we worked with NRPC to secure a \$50,000 grant, with no match required to complete the Robinson Pond Water Quality Protection Plan, completed in 2024. At that time, we provided a letter of support to NRPC for the grant, please see attachment.

NRPC has the opportunity at this time to file for another grant, with no match required and it will be managed by NRPC. This grant will help with development of a complete Environmental of Protection Agency (EPA) nine-element watershed management plan and will provide further grant opportunities for the town for implementation of any project at this location.

Motion

To authorize the Board of Selectmen Chairman to sign a letter of support to NRPC for the Water Quality Planning 604(b) Program grant application.



TOWN OF HUDSON

Conservation Commission



William Collins, Chairman

David Morin, Selectmen Liaison

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-.....

August 21, 2024

Andrea Bejtlich
Watershed Assistance Section
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302

RE: Nashua Regional Planning Commission NHDES 604(b) Water Quality Planning Grant Application


Dear Ms. Bejtlich,

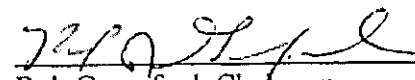
The Hudson Conservation Commission offers its commitment to the Nashua Regional Planning Commission (NRPC) grant application to the New Hampshire Department of Environmental Services Section 604(b) Water Quality Planning Grant program and endorses the participation of the Town of Hudson Conservation Commission to participate in an advisory capacity for this initiative.

The Conservation Commission is dedicated to Robinson Pond water quality improvements. The Commission is currently funding engineering design and permitting costs to improve public access and provide structural stormwater treatment at the Town-owned boat launch and beach on Robinson Pond. In addition, the Board of Selectmen continues to fund efforts to comply with the EPA MS4 permit, including development of a Lake Phosphorus Control Plan for Robinson Pond.

NRPC's recently completed Robinson Pond Water Quality Protection Plan has increased our understanding of the current water quality conditions of Robinson Pond, and the Town is committed to developing a full EPA nine-element plan. Continuing this work by completing a full watershed plan will help the Town take further action to restore the watershed.

Respectfully submitted,


William Collins, Chairman
Hudson Conservation Commission


Bob Guessferd, Chairman
Hudson Board of Selectmen

Run: 8/16/24
11:27AM

Expenditure Report - Including Carry Forward Activity
Conservation Committee
 Town of Hudson, NH
 As Of: August 2024, GL Year 2025

Page: 1
 bmckee
 ReportSortedExpenditure
 Conservation

Account Number	Budget	Prior Year Encumbered	Budget & PY Adjustments	Net Budget	MTD Exp	YTD Exp	Encumbered	Balance Available	%Used
Conservation Fund									
06-4619-5586-202-000	Conserv Comm, Sm. Equipment Mtce 2,300.00	0.00	0.00	2,300.00	384.89	384.89	0.00	1,915.11	16.734
06-4619-5586-217-000	Conserv Comm, Assoc Dues/Fees 1,327.00	0.00	0.00	1,327.00	0.00	0.00	0.00	1,327.00	0.000
06-4619-5586-235-000	Conserv Comm, Registration Fees 500.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.000
06-4619-5586-252-000	Conserv Comm, Prof Services 48,626.00	162,328.98	0.00	210,954.98	8,100.00	8,100.00	154,228.98	48,626.00	76.950
Total Conservation Fund									
Selected Year	52,753.00	0.00	0.00	52,753.00	384.89	384.89	0.00	52,368.11	0.730
Prior Year	0.00	162,328.98	0.00	162,328.98	8,100.00	8,100.00	154,228.98	0.00	100.000
Sort Total	52,753.00	162,328.98	0.00	215,081.98	8,484.89	8,484.89	154,228.98	52,368.11	75.652

Run: 8/16/24
11:27AM

Expenditure Report - Including Carry Forward Activity
Conservation Committee
 Town of Hudson, NH
 As Of: August 2024, GL Year 2025

Page: 2
 bmckee
 ReportSortedExpenditure
 Conservation

Account Number	Budget	Prior Year Encumbered	Budget & PY Adjustments	Net Budget	MTD Exp	YTD Exp	Encumbered	Balance Available	%Used
Selected Year	52,753.00	0.00	0.00	52,753.00	384.89	384.89	0.00	52,368.11	0.730
Prior Year	0.00	162,328.98	0.00	162,328.98	8,100.00	8,100.00	154,228.98	0.00	100.000
Grand Total	52,753.00	162,328.98	0.00	215,081.98	8,484.89	8,484.89	154,228.98	52,368.11	75.652

Run: 8/16/24
11:11AM

Revenue Report

Page: 1
bmckee
ReportSortedRevenue

Town of Hudson, NH
As Of: July 2024, GL Year 2025

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Forest Management Fund						
18-3501-4704-000-000	Sale of Town Property	0.00	0.00	0.00	0.00	0.000
Totals	Forest Management Fund	0.00	0.00	0.00	0.00	0.000
Grand Total		0.00	0.00	0.00	0.00	0.000

Correspondence a.

Application No: _____
Date Received: _____

SP APPLICATION-Watershed/Setback
Page 1 of 4
02/22

Special Permit Application-WATERSHED
NH Division of Pesticide Control
PO BOX 2042 Concord NH 03302-2042

02/2022

OFFICE USE ONLY

Referred to:

	Approve	Disapprove	Signature	Date
Dept. Environ. Services	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Dept. Nat. & Cult. Res.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Fish & Game Department	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
State Entomologist	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Division Public Health	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Div. of Pesticide Control	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

Check here if there are attached comments or conditions, or use space below:

Comments: _____

APPLICANT INFORMATION

1. Name of applicant (Individual, Municipality, Organization, Firm, or Agency):

Full Circle Forestry, LLC

Address: 113 Old Pound Road

City: Antrim

State: NH

Zip: 03440

Tel: _____

Fax: _____

Cell* 603-321-3482

Lic.# : S-2439834

Contact

Eric Radlof

Name: _____

Tel: _____

Cell* 603-321-3482

E-mail* eradlof.fcf@gmail.com

2. Licensed pesticide applicator(s) (if other than party named on Line 1):

See Line 1

Address: _____

City: _____

State: _____

Zip: _____

E-Mail _____

Tel: _____

Fax: _____

Cell* _____

Lic #: _____

3. Client on whose behalf the application is being made (if other than shown on Lines 1 or 2):

Name (Person or Organization): Town of Hudson:Conservation Commission

Address: 12 School Street

City: Hudson

State: _____ Zip: 03051

Tel: 603-886-6008

Fax: _____

E-Mail* _____

Contact/Spokesperson (Name/Title (if any)): Bill Collins- Chairman

Tel: _____

Cell* _____

E-Mail* bcoll66956@comcast.net

* Cell # and E-mail address Optional

TREATMENT AREA INFORMATION

4. Have there been any previous special permits issued to conduct pesticide applications at this site (whether or not pesticide were actually applied)? Yes No .
If Yes, indicate permit number and year of most recent permit:
Permit #: SP# - _____ Year: _____

5. Description of Treatment Area

a. List Treatment Areas (Reference any such blocks on an attached map): _____
Hiking trail edges +/-10' each side in close proximity to surface waters

b. Number of Blocks/Sites, Acreage of each: Site 1: 1,000' x 20' = 20,000 sqft (0.45 ac)
Site 2: 9,000' x 20' = 180,000 sqft (4.13 ac)

c. If this proposal concerns a setback easement request from surface water, specify:

(1) Name(s) of the water body or bodies: Wetlands and unnamed tributaries; Musquash Pond

(2) Type of Water Body (and associated setbacks):
 Public Water Supply Surface Water (250')*
* (Applicable within watershed and within 5 miles of public water supply intake)
Name of Supplier or System: _____

Public Water that does not serve as a public water supply (50')
 Non-Public Water (25')

(3) Nearest distance, in feet, to reference line (high watermark) of surface water(s) that you anticipate applying pesticides, if easement is granted:
To the edge of the high water mark

d. If this proposal concerns a setback easement request from a Public Well, specify:

(1) Name of the water supplier or system: N/A

(2) Type(s) of Well(s) (and associated setbacks):
 Gravel Packed (400')
 Other (250')

(3) Nearest distance, in feet, to the well(s) that you anticipate applying pesticides, if easement is granted: N/A

e. Are there any activities in the treatment area that might be affected by the pesticide application? Yes , No . If Yes, please list and describe:

6. Specify the reason or need for the pesticide application. *Include measures that will be taken to minimize risk of contamination of surface- or ground-water by pesticides:*

To control exotic invasive plant species. Herbicides will be applied during appropriate weather conditions to minimize the risk of surface water contamination. Limit the amount of Rodeo within the buffer zones and / or use cut stump method. Cut stump method will be the first choice within the buffer zone. If a backpack sprayer is used within the buffer zone, herbicide will be sprayed opposite the direction of the surface water.

Check here if state-listed invasive species are among the target pests, and list under 9a

7. Do you have approval from all property owners on whose property pesticide applications will be made under this proposal? Yes , No .

8. Attach a detailed map showing the following:

- a. Treatment areas (cross reference with blocks listed under 5a, above);
- b. Adjacent areas;
- c. Surface waters;
- d. Pertinent topographic features; and
- e. Land type(s)

9. Description of Pesticide Application:

a. Target organism(s) – (be specific): Knotweed, Glossy Buckthorn, Japanese barberry, multiflora rose, Asiatic bittersweet, honeysuckle, and autumn olive.

b. Method(s) of treatment: Low Volume foliar, using a backpack sprayer and cut stump.

c. Pesticide(s) to be used [ATTACH COPIES OF COMPLETE LABELS]

(1) Name(s) & EPA #(s) of product(s) Rodeo 62719-324, Escort XP 432-1549

*** Labels Submitted by email for Full Circle Forestry, LLC 6/2024***

(2) Rate(s) of application(s) Rodeo 5%, Escort XP 3 oz./gal.

d. Application schedule (approximate dates): September 15, 2024-October 15, 2024

SIGNATURES

10. By the signature(s) below, the signatories attest that the information provided in this application is accurate and true, and they acknowledge that falsification of information will result in denial of a special permit.

Applicant (Person named under Line 1 of this form):

Signature: _____ Date: _____

* Print or Type Name/Title: Eric Radlof-Full Circle Forestry, LLC

Pesticide Applicator (From Line 2, if you have not already signed as the Applicant)

Signature: _____ Date: _____

* Print or Type Name/Title: _____

Client (Person named on Line 3 of this form):

Signature: _____ Date: 08/17/24

* Print or Type Name/Title: William Collins, Chairman, Town of Hudson Conservaton Commisison

* **FORMS WITH ILLEGIBLY PRINTED NAMES WILL BE RETURNED**

NOTE: An Original, Signed Application must be submitted, to include all maps, labels, and support information. Two (2) complete copies must also be submitted. In some cases applications, or portions thereof, may be submitted electronically. Contact the Division of Pesticide Control to determine the form in which documents may be submitted. Submit the application to the address shown at the head of this form. Where electronic copies will be allowed, the appropriate e-mail address will be provided. Applications shall be processed in accordance with RSA 541-A:29.

ALLOW 60 DAYS FOR PROCESSING

This package contains (please check all that apply):

- Signed, dated, and completed application form with legible name(s)
- Maps of appropriate scale containing all required information
- Copies of complete labels of pesticides being proposed
- All required lists of names and addresses

Correspondence a1:

SIGNATURES

10. By the signature(s) below, the signatories attest that the information provided in this application is accurate and true, and they acknowledge that falsification of information will result in denial of a special permit.

Applicant (Person named under Line 1 of this form):

Signature: _____ Date: _____

* Print or Type Name/Title: Eric Radlof-Full Circle Forestry, LLC

Pesticide Applicator (From Line 2, if you have not already signed as the Applicant)

Signature: _____ Date: _____

* Print or Type Name/Title: _____

Client (Person named on Line 3 of this form):

Signature: William Collins Date: 08/17/24

* Print or Type Name/Title: William Collins, Chairman, Town of Hudson Conservaton Commisison

* **FORMS WITH ILLEGIBLY PRINTED NAMES WILL BE RETURNED**

NOTE: An Original, Signed Application must be submitted, to include all maps, labels, and support information. Two (2) complete copies must also be submitted. In some cases applications, or portions thereof, may be submitted electronically. Contact the Division of Pesticide Control to determine the form in which documents may be submitted. Submit the application to the address shown at the head of this form. Where electronic copies will be allowed, the appropriate e-mail address will be provided. Applications shall be processed in accordance with RSA 541-A:29.

ALLOW 60 DAYS FOR PROCESSING

This package contains (please check all that apply):

- Signed, dated, and completed application form with legible name(s)
- Maps of appropriate scale containing all required information
- Copies of complete labels of pesticides being proposed
- All required lists of names and addresses



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- Free! - Rush (get it by 08/23/2024)
- \$75.00 - Express (2-3 Days) (get it by 08/21/2024)
- \$84.38 - Expedited (get it by 08/20/2024)

Blind Shipping [What's This?](#)

BILL TO: [Edit \(https://www.buildasign.com/onepagecheckout\)](https://www.buildasign.com/onepagecheckout)

William Collins
5 Locust Street
Hudson, New Hampshire
03051
United States

SHIP TO: [Edit \(https://www.buildasign.com/onepagecheckout\)](https://www.buildasign.com/onepagecheckout)

William Collins
5 Locust Street
Hudson, New Hampshire
03051
United States

4.6 ★★★★★
Google
Customer Reviews

Order Summary

Original Total:	\$249.98
You Saved:	(\$62.48)
Cart Total:	\$187.50
Shipping:	\$0.00

Order Total: \$187.50



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Correspondence c.



Application for Grant Watershed Management Bureau Exotic Aquatic Plant Control Grant Program

Voluntary

Applicant (if joint applicants, provide the information specified for the additional applicant(s) on a separate page):

Name: **Town of Hudson, NH**

Summer Mailing Address: **Town of Hudson, Engineering Dept., 12 School St., Hudson, NH 03051**

Winter Mailing Address: **Town of Hudson, Engineering Dept., 12 School St., Hudson, NH 03051**

Type of Entity (check one): Individual Political subdivision Association Private Business other legal entity

Applicants Point of Contact:

Name: **Elvis Dhima, Town Engineer; or Doreena Stickney, Engineering Admin. Aide**

Daytime Phone Number (include area code): **603-886-6008**

Email Address (if any): **edhima@hudsonnh.gov; dstickney@hudsonnh.gov**

Grant Requested:

Estimate of Local Match: \$ **Approx. \$20,000**

Desired Project Timeframe (season or months and year): **Spring/Summer 2025**

Waterbody:

Name: **Robinson & Ottarnic Ponds** Check one: Public Private

Town(s): **Town of Hudson, NH**

Public Access Sites and Public Boat Access Areas (attach separate sheet if more room needed):

Town	# Public Access Sites	# Public Boat Access Areas
Ottarnic Pond	1	1
Robinson Pond	2	1

Predominant Use(s):

Return completed form to:
NHDES, c/o Amy Smagula
PO Box 95, Concord, NH 03302-0095
or email the completed form to Amy.Smagula@des.nh.gov

- Less than 30% of shorefront is developed
- Surrounding land use mostly residential; boats are small motorized or unmotorized
- Surrounding land use mixed residential/transient; boats are large and small motorized or unmotorized
- Surface water is the source for a public water system (PWS name: [Click or tap here to enter text.](#))

Information on Infestation(s) and Proposed Treatment: see next page

Return completed form to:
NHDES, c/o Amy Smagula
PO Box 95, Concord, NH 03302-0095
or email the completed form to Amy.Smagula@des.nh.gov

Certification:

On behalf of the applicant named above, I certify that:

- I am duly authorized to sign this application on behalf of the applicant; and
- The information provided is true and complete to the best of my knowledge and belief.

Signature and Date Signed:

Printed/Typed Name and Title: *Elvis Dhima, P.E., Town Engineer, 8/20/24*

Infestation and Treatment Information

(use additional sheet(s) if more than 4 infestations)

Exotic Aquatic Species: Fanwort, Milfoil

Location and Size: Robinson Pond, 107 Acres

First appeared in prior 12 months? Yes No

Impacts to Recreational and Commercial Uses: 1 day of no swimming

Impacts to Ecology: None

Proposed Control(s): Herbicide Treatment and/or DASH work as needed

Exotic Aquatic Species: Fanwort, Milfoil

Location and Size: Ottarnic Pond, 38.45 Acres

First appeared in prior 12 months? Yes No

Impacts to Recreational and Commercial Uses: 1 day of no swimming

Impacts to Ecology: None

Proposed Control(s): Herbicide Treatment and/or DASH work as needed

Exotic Aquatic Species: Click or tap here to enter text.

Location and Size: Click or tap here to enter text.

First appeared in prior 12 months? Yes No

Impacts to Recreational and Commercial Uses: Click or tap here to enter text.

Impacts to Ecology: Click or tap here to enter text.

Proposed Control(s): Click or tap here to enter text.

Exotic Aquatic Species: Click or tap here to enter text.

Location and Size: Click or tap here to enter text.

First appeared in prior 12 months? Yes No

Impacts to Recreational and Commercial Uses: Click or tap here to enter text.

Impacts to Ecology: Click or tap here to enter text.

Proposed Control(s): Click or tap here to enter text.

Return completed form to:
NHDES, c/o Amy Smagula
PO Box 95, Concord, NH 03302-0095
or email the completed form to Amy.Smagula@des.nh.gov



TOWN OF HUDSON

Conservation Commission



William Collins, Chairman

Dave Morin, Selectmen Liaison

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291

DATE: August 12, 2024

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

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

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

William Collins
Chairman X

Carl Murphy
Vice-Chair E

Ken Dickinson
Clerk X (arrived 7:03)

Brian Pinsonneault
Member X

John Walter
Member X

Linda Krisciunas
Alternate X

David Morin
Selectman Rep P (arrived 8:15)

Elvis Dhima
Town Engineer X

Chris Cameron
Alternate X

.....
CALL TO ORDER BY CHAIRPERSON AT 07:01 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

SEATING OF ALTERNATES:

Linda Krisciunas was seated for Mr. Dickinson and Chris Cameron was seated for Carl Murphy.

Public Input Related to Non-Agenda Items: none

I. New Business:

a. Conditional Use Permit Application Discussion, Brox Industries Expansion:

Mr. Bruce Gilday, CWS of BAG Land Consulting, Scott Riley (Operations Manager, Brox Industries) and Erik Stevenson (VP of Real Estate, Brox Industries) were present to represent the applicant Brox Industries, 85 Greeley St. Map136, Lot 1 for the proposed expansion of their existing quarry. As a result of the NHDES review process, the project now proposes to impact (remove) 2.11 acres of wetlands. Mr. Gilday repeated the vernal pool studies and found that the largest wetland contained approx. 8 fairy shrimp and a stand of Buttonbush shrubs. The applicant is prepared to contribute monetary funds into the ARM (Aquatic Resource Management) fund; however, Mr. Gilday will present a “shovel ready” project to the NHDES. Mr. Pinsonneault reiterated that it is critical that the required impact fees are used for a local project within the Town of Hudson. This project was discussed for approximately 35 minutes. Joanne Dowd (President, Highland Woods Condominium Association, 20 Glasgow St.) stated that the Association is concerned with blasting activities and potential groundwater contamination that would result from the quarry expansion. Mr. Dhima explained that there would be no significant impact as the proposed impacts are substantially lower than the elevation of the wetland complex present on the opposite side of Greeley St.

A site walk was scheduled for Thursday, August 15, 2024 at 6:30pm to review the two largest wetlands (Area A and Area J). The other wetland areas reviewed during the 2023 site walk have already been removed.

II. Old Business:

b. Conditional Use Permit Application, Miara Transportation Expansion:

Mrs. Allison Lewis, of Keach Nordstrom Associates was present to represent the applicant Miara Transportation, 12 Bockes Rd. Map136, Lot 1 for the proposed expansion of their existing facility. The project proposes to construct a 9600 SF trailer storage garage with attached 3600 SF awning in the rear of the property. The revised site plan, dated August 8, 2024, repositioned the building to the NE corner of the property which results in a reduction of wetland impacts and further protects existing well water. Wetland Buffer Impact Area was reduced to 830 SF (>75% reduction) and Temporary Wetland Buffer Impact Area was reduced to 3,033 SF (>50% reduction) The revised plans also included the following requested revisions from both the previous site walk and engineering dept. review as previously discussed: additional drainage swale, repositioned maple tree plantings, and double silt fence. After a short discussion, all members found the application to be acceptable.

Mr. Walter moved to recommend the application for approval.

Mr. Pinsonneault seconded the motion.

The motion passed 4-0-1 (Chris Cameron abstained as he is a new member).

Chairman Collins to provide the formal written decision for record.

III. Other Business:

a. Budget 2025/2026 FY

Chairman Collins inquired if there were any new items to discuss for the new budget cycle. There was no input from other members; however, Mr. Collins mentioned that the HCC may consider the creations of an outreach flyer for the Robinson Pond Improvement Project or trail signs. Mr. Dhima mentioned that it is possible create an annual item for Poison Ivy/Invasive Species treatment or increase funding for these professional services. Mr. Dickinson was interested in hiring Full Circle Forestry to conduct forestry operations to maintain and create more views along our trails. This item was discussed for approx. 12 minutes and will be revisited during the September regular meeting.

b. Trail Work Day – 68 Pelham Road and Musquash (Hamblett-Nash Trail):

Trail Work Day is scheduled for September 14th and 15th from 8am-12pm in effort to prune invasive shrubs and remove fallen trees from 68 Pelham Road lot and along the Hamblett-Nash Trail located in the Musquash Conservation Area.

c. HCC 2024/2025 Trail Improvement Activities List:

Chairman Collins asked the commission if there was other items to add to the list of potential trail improvement projects. Mr. Walter mentioned that Mr. Murphy wants to remove the tree at 68 Pelham Road. Mr. Pinsonneault is looking forward to marking out new trails on the Rangers property. Ms. Krisciunas is also looking forward to completing trail markings and signage at Musquash and other conservation properties within Hudson.

d. Picnic on the Pond Event:

After a brief discussion regarding event planning, Chairman Collins announced that this event will take place at the Musquash Pond parking lot from 11am-1pm on September 7, 2024 with Ryan Friedman from NRPC presenting his new maps and trail software. Mr. Collins will purchase some food and drinks for the event.

IV. Financial Status:

First financial summary of FY 2025 (July monthly update) was reviewed. Mr. Dickinson requested clarification for the \$8,100 professional services line item last month. \$795,000 approx. is currently available in the Conservation Fund.

V. Correspondence:

Chairman Collins reviewed our monthly correspondence which included the following:

- a) Full Circle Forestry Invoice for Knotweed Cutting and Removal = \$625.
- b) NH Fish and Game Trapping Permit (for Fisher Cat study)

Chairman Collins provided a signoff pending a future presentation on the findings of this study.

VI. Approval of Minutes:

Meeting minutes for both July 8, 2024 and July 25, 2024 were accepted. Motion by Mr. Pinsonneault to accept minutes; seconded by Mr. Walter.

Motion Carried 4/0/1

VII. Commissioner's Comments:

Mr. Walter mentioned that there was a good discussion at last month's ZORC meeting regarding a new zoning district that would replace the General district with a rural Residential district. Mr. Dickinson and Mr. Collins also provided input. Mr. Cameron asked several questions regarding our zoning ordinance and wetland setbacks. A brief discussion followed regarding this item which was discussed under the Correspondence portion of the meeting.

Mr. Dhima informed the HCC that an update to the proposed Robinson Pond boat launch improvements will be presented at our next regular September meeting. The grant invitation will occur prior to the HCC September regular meeting. Application is due in November and requires BOS approval. The HCC will need to review several items including the request for a boundary line and topographical survey and provide recommendations as necessary.

Ms. Krisciunas asked for more detail in our monthly budget database with focus on professional services.

Mr. Pinsonneault reminded everyone that Archery hunting season opens on 9/15/24 and duck hunting opens on 10/9/24.

Mr. Cameron noted that he will be away the second weekend of September.

Mr. Collins noted that we recently were listed on an abutter notification for an extension of a multi-family use application. Mr. Cameron asked a few questions regarding this application which Mr. Collins clarified.

Mr. Dickinson offered the clerk position to another member if there's sufficient interest, as he is inundated with work and traveling out of state on a regular basis.

VIII. Motion to adjourn:

Mr. Walter moved to adjourn our regular meeting at 8:54 PM; seconded by Mr. Pinsonneault.

Motion Carried 5/0/0

Ken Dickinson

Ken Dickinson, Clerk