

TOWN OF HUDSON

Board of Selectmen



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6024 · Fax: 603-598-6481

HUDSON, NH BOARD OF SELECTMEN

May 28, 2019

7:00 p.m.

BOS Meeting Room at Town Hall

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS - None
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) Settlement - BTLA Docket #29111-17PT - 8 & 12 Executive Drive, w/recommendation to approve
 - 2) Elderly Exemptions - Map 190, Lot 073 - 2 Stanley Avenue; Map 168, Lot 033 - 6 Washington Street, w/recommendation to grant
 - B. Water/Sewer Items - None
 - C. Licenses & Permits & Policies
 - 1) Raffle Permit - Saint Kathryn Parish
 - D. Donations - None
 - E. Acceptance of Minutes
 - 1) Minutes of the May 14, 2019 Meeting

F. Calendar

06/05 7:00 Budget Cte - Buxton CD Meeting Room
06/06 6:30 Recreation Cte - BOS Meeting Room
06/06 7:00 Benson Park Cte - HCTV
06/10 7:00 Conservation Cmsn - Buxton CD Meeting Room
06/10 7:00 Cable Utility Cte - Cable Access Center
06/11 7:00 Board of Selectmen - BOS Meeting Room
06/12 7:00 Planning Bd - Buxton CD Meeting Room
06/18 7:00 Municipal Utility Cte - BOS Meeting Room
06/19 6:00 Library Trustees - Hills Memorial Library
06/20 7:00 Benson Park Cte - HCTV
06/24 7:00 Sustainability Cte - Buxton CD Meeting Room
06/25 7:00 Board of Selectmen - BOS Meeting Room
06/26 7:00 Planning Bd - Buxton CD Meeting Room
06/27 7:00 Zoning Bd of Adjustment - Buxton CD Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on May 14, 2019

- 1) *Motion by Selectman McGrath, seconded by Selectman Coutu, to promote Sergeant Mike Niven and Sergeant Mike Davis to Lieutenant each at a salary of \$82,154 (step 4) in accordance with the Hudson Police, Fire, Town Supervisors Association Contract. These elevations in rank would be effective Tuesday, May 21, 2019, carried 5-0.*
- 2) *Motion by Selectman McGrath, seconded by Selectman Martin, to award Animal Control Supervisor Jana McMillan, Attorney Joe Tessier, Lieutenant Dave Bianchi, Lieutenant Mike Gosselin, Executive Coordinator Sherrie Kimball with a merit award of \$200 each according to the Hudson Police, Fire, Town Supervisor's Association Contract, carried 5-0.*
- 3) *Motion by Selectman McGrath, seconded by Selectman Martin, to approve the hiring of Sydney Michaud, mechanical engineering student, for the position of Engineering Intern with a start day of May 28, 2019 working 40 hours per week at a rate of \$13.00 per hour using Account #4311-5585-103, carried 5-0.*
- 4) *Motion by Selectman McGrath, seconded by Selectman Martin, to hire Kristine Rowe as a Summer Counselor for the 2019 Summer Program at the hourly rate of \$11.25 per hour, carried 5-0.*
- 5) *Motion to adjourn at 12:07 a.m. by Selectman Coutu, seconded by Selectman McGrath, carried 5-0.*

8. NEW BUSINESS

- A. Mansfield Drive Subdivision - 8" Water Main Extension
- B. Bid Recommendation - Engineering Services for .5 Million Gallons Per Day Wastewater treatment Facility Assessment
- C. Hudson-Nashua Sewer Flume, 14 & 20-inch Siphon Project

- D. Planning Department Fees - Advertising
 - E. Reorganization of the Public Works Department
 - F. Update on Liberty Field
 - G. Monthly Reports by Departments
 - H. NHMA On-Demand Training
9. **REMARKS BY SCHOOL BOARD**
10. **OTHER BUSINESS/REMARKS BY THE SELECTMEN**
11. **NONPUBLIC SESSION**

RSA 91-A:2 (a) Strategy or negotiations with respect to collective bargaining;

RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted;

(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant; and

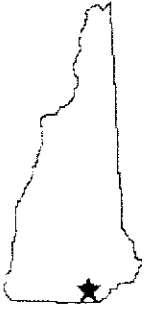
(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

THE SELECTMEN MAY ALSO GO INTO NON-PUBLIC SESSION FOR ANY OTHER SUBJECT MATTER PERMITTED PURSUANT TO RSA 91-A:3 (II).

12. **ADJOURNMENT**

Reminder...

Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on June 6, 2019.



TOWN OF HUDSON

Office of the Assistant Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-594-1160



Agenda
5-28-19
C.A.

To: Board of Selectmen
Steve Malizia, Town Administrator

May 20, 2019

From: Jim Michaud, Chief Assessor

Re: BTLA Docket #29111-17PT
8 & 12 Executive Drive

RECEIVED
MAY 23 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE

The Assessing Department is introducing a proposed abatement settlement that has been successfully negotiated between the property owner and the Town on this 2017 property tax abatement appeal. The Subject properties are located at 8 & 12 Executive Drive, # 8 was assessed for \$5,147,900 and #12 was assessed for \$5,215,400, equalized market value estimates of \$5,263,701 and \$5,699,891 respectively for the 2017 property tax year.

The property owner's taxpayer representative opined a value of \$4,300,000, the same value, for each property, #8 has a square footage of 54,458 SF, #12 has a square footage of 73,912 SF

The department has involved Property Valuation Advisors, the Town's commercial/industrial valuation contractor, as well as Attorney Dave LeFevre, in pursuing the defense of the appeal of both properties in front of the Board of Tax and Land Appeals (BTLA), with a hearing scheduled for August 1 2019. The attached recommended settlement details as follows;

1. No abatement for 12 Executive Drive – they are barred from pursuing an appeal of the property thru the next revaluation, barring any appeals resulting from good-faith adjustments to the assessed value in the intervening years;
2. 8 Executive Drive – with 20,000 SF vacant for over 2 years on this 54,458 SF property, an abatement is warranted, the taxpayer has agreed to a value reduction from an assessed value of \$5,147,900 down to an assessed value of \$4,683,388. The property had an implied market value of \$97 a SF, the proposed settlement lowers that to \$88 a SF. The property owner is barred from pursuing an appeal of the property thru the next revaluation, barring any appeals resulting from good-faith adjustments to the assessed value in the intervening years

This negotiated proposal contains benefits to both the Town and/or the taxpayer that include:

- Risk avoidance of further litigation costs, estimated at \$5,000;
- Risk avoidance of additional appraisal consulting fees, estimated at \$12,000;
- Risk avoidance of ongoing and future abatement overlays;

The settlement proposal is recommended as being in the best interest of the Town as it is proactive in nature and has substantiated financial benefits (avoidance risk) to the Town. The Town Attorney as well as the Town's commercial/industrial valuation contractor are both in agreement with this settlement. I have attached the applicable abatement forms to be considered for signing, as well as the attached settlement document to be considered for signing.

Draft Motion:

Motion to approve the attached abatement and settlement for property taxes, for the 2017 and 2018 property tax years, for Map 216 Lot 8 – 12 Executive Dr. and Map 216 Lot 9 - 8 Executive Drive, as recommended by the Chief Assessor.

THE STATE OF NEW HAMPSHIRE
Board of Tax and Land Appeals

Nash Family Investment Properties

v.

Town of Hudson

Docket No.: 29111-17PT

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between Nash Family Investment Properties ("Nash"), 91 Amherst Street, Nashua, New Hampshire 03064, and the Town of Hudson ("Hudson"), a municipality with an address of 12 School Street, Hudson, New Hampshire 03051. Nash and Hudson are referred to collectively hereinafter as the "Parties" and individually as a "Party."

WHEREAS, Nash has filed an appeal of a denial of an abatement by Hudson for the 2017 tax year of its property tax assessment of Nash's real property located at 8 Executive Drive, Hudson, New Hampshire 03051, which is also identified at Hudson Tax Map 216, Lot 009-000 ("8 Executive"), and 12 Executive Drive, Hudson, New Hampshire 03051, which is also identified at Hudson Tax Map 216, Lot 008-000 ("12 Executive");

WHEREAS, absent this Settlement Agreement, Nash is also seeking an abatement of its tax year 2018 property tax assessment by Hudson of the Property on the same grounds which form the basis for its 2017 tax year appeal, as well as, subsequent years tax assessments; and

WHEREAS, the Parties have agreed to resolve their differences on the terms below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

8 Executive Drive

1. With respect to 8 Executive Drive, Hudson, NH, Tax Map/Lot 216-009-000, the Parties agree that the assessed value shall be \$4,683,388.00.

2. The Parties agree that the assessed value of \$4,683,388.00 shall be utilized as the assessed value for 8 Executive Drive by Hudson for the tax years 2017, 2018, 2019, 2020, and 2021, unless revised in good faith pursuant to RSA § 75:8 or until a municipal-wide reassessment.

3. For the tax years 2017 and 2018, inclusive, Hudson shall provide a refund in the total amount of \$18,496.87, plus statutory interest ("Refund"). Hudson shall remit the Refund within thirty (30) days of acceptance and/or approval of this Settlement Agreement by the BTLA.

4. Nash agrees to forego filing an appeal application to the Board of Tax and Land Appeals or Superior Court with respect to tax year 2018.

5. Nash further agrees to forego filing any abatement application and/or appeal with respect to the tax years 2019, 2020, and 2021, provided that, Hudson utilizes the assessed value at \$4,683,388.00 for these tax years. Nash reserves the right to file for an abatement and/or appeal an abatement denial in the event that the assessment is revised in good faith pursuant to RSA § 75:8, or in the event of a municipal-wide reassessment.

12 Executive Drive

6. With respect to 12 Executive Drive, Hudson, NH, Tax Map/Lot 216-008-000, the Parties agree that the assessed value shall be \$5,215,400.00.

7. The Parties agree that the assessed value of \$5,215,400.00 shall be utilized as the assessed value for 12 Executive Drive by Hudson for the tax years 2017, 2018, 2019, 2020, and 2021, unless revised in good faith pursuant to RSA § 75:8 or until a municipal-wide reassessment.

8. For the tax years 2017 and 2018, there shall be no abatement and no refund shall be due.

9. Nash agrees to forego filing an appeal application to the Board of Tax and Land Appeals or Superior Court with respect to tax year 2018.

10. Nash further agrees to forego filing any abatement application and/or appeal for the with respect to the tax years 2019, 2020, and 2021, provided that, Hudson utilizes the assessed value at \$5,215,400.00 for these tax years. Nash reserves the right to file for an abatement and/or appeal an abatement denial in the event that the assessment is revised in good faith pursuant to RSA § 75:8, or in the event of a municipal-wide reassessment.

Release of Claims

11. Nash does for itself and for its administrators, successors, and assigns, remise, release and forever discharge Hudson from and against any claims, demands, damages, actions, causes of action, costs, expenses and damages, appeals, or suits, at law or in equity, of whatever kind or nature, that were or could have been asserted with respect to municipal real estate taxes in the pending Appeal. Hudson does for itself and for its administrators, successors, and assigns, remise, release and forever discharge Nash from and against any claims, demands, damages, actions, causes of action, costs, expenses and damages, appeals, or suits, at law or in equity, of whatever kind or nature, that were or could have been asserted in the pending Appeal. All claims which are the subject of this Release are settled and resolved with prejudice.

General

12. Each Party shall bear its own costs and fees. Upon filing of this Settlement Agreement with the BTLA and acceptance and/or approval of this Settlement Agreement by the BTLA, Nash shall take any such additional action as may be required to withdraw or dismiss the pending Appeal.

13. Nothing in this Settlement Agreement shall be construed as an admission of liability by either Party. This settlement is the compromise of a disputed claim. The assessed value associated with this Settlement Agreement shall not constitute an admission by either Party of the market value of Nash's Property, and neither Party shall assert such assessed value as an admission to any person.

14. The undersigned certify that they have read this Settlement Agreement and fully understand its terms and voluntarily sign this Settlement Agreement for the purpose of making a full and final settlement of all released claims, counterclaims, and causes of action, as set forth more fully above.

15. This Settlement Agreement shall take effect as a contract immediately on execution by all the Parties.

16. This Settlement Agreement contains and constitutes the entire understanding and agreement among the Parties respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith

17. Each Party warrants and represents for itself that (a) it has full power, legal capacity and authority to enter into and perform this Settlement Agreement, (b) all proceedings required to be taken and all consents required to be obtained to authorize the execution and performance of this Settlement Agreement have been properly taken and obtained, and (c) this Settlement Agreement constitutes the legal, valid and binding obligation of that Party, enforceable in accordance with its terms, and shall be binding on the Parties' successors and assigns. Each individual signing this Settlement Agreement on behalf of a Party expressly warrants and represents that he or she has the full authority to sign on behalf of such party for the purpose of duly binding it to this Settlement Agreement.

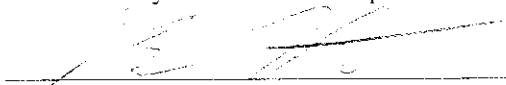
18. This Settlement Agreement shall be governed by the laws of the State of New Hampshire, without regard to its choice of law principles.

19. This Settlement Agreement may be executed in counterparts, which shall then be read together and shall constitute for all purposes a single, binding agreement.

20. No representations or warranties have been made by either Party to the other or by anyone else except as expressly set forth in this Settlement Agreement, and this Settlement Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands:

Nash Family Investment Properties


By: Brandon Potter, Tax Consultant
Commercial Property Tax Management, LLC
345 Cilley Road, Suite 1
Manchester, NH 03103
(603) 314-0135

Town of Hudson
By and through its attorneys,
TARBELL & BRODICH, P.A.

5-16-19

Date

Date

By: David E. LeFevre, Esq., BNH #13811
45 Centre Street
Concord, NH 03301
(603) 226-3900

PROPERTY TAX ABATEMENT / ~~SUPPLEMENT~~
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 9647 (Finance Acct# 4101) DATE: May 28, 2019

PROPERTY OWNER NAME(S): Nash Family Investment Properties

PROPERTY LOCATION: 8 Executive Drive
MAP / LOT / SUBLOT: Map 216 Lot 9

REASON: adjustment as per memo

TO: PATTI BARRY, TAX COLLECTOR:

PLEASE ISSUE AN **ABATEMENT** OF THE **2018** PROPERTY TAXES AND ANY INTEREST ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$1,180,800	\$1,180,800
BUILDING	\$3,886,000	\$3,420,300
YARD ITEMS / FEATURES	\$81,100	\$82,288
EXEMPTIONS	\$0	\$0
TOTAL VALUE	\$5,147,900	\$4,683,388
NET TAXABLE VALUE	\$5,147,900	\$4,683,388
VETERANS TAX CREDIT	\$0	\$0
NET TAX	\$103,472.80	\$94,136.10

NET ABATEMENT: \$9,336.71

~ ~ ~ ~ ~

HUDSON BOARD OF SELECTMEN

DAVID S. MORIN, CHAIRMAN

KARA ROY, VICE-CHAIRMAN

ROGER E. COUTU

MARILYN E. McGRATH

NORMAND G. MARTIN

PROPERTY TAX ABATEMENT / SUPPLEMENT
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 9647 (Finance Acct# 4101) DATE: May 28, 2019

PROPERTY OWNER NAME(S): Nash Family Investment Properties

PROPERTY LOCATION: 8 Executive Drive
MAP / LOT / SUBLOT: Map 216 Lot 9

REASON: adjustment as per memo

TO: PATTI BARRY, TAX COLLECTOR:

PLEASE ISSUE AN **ABATEMENT** OF THE **2017** PROPERTY TAXES AND ANY INTEREST ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$1,180,800	\$1,180,800
BUILDING	\$3,886,000	\$3,420,300
YARD ITEMS / FEATURES	\$81,100	\$82,288
EXEMPTIONS	\$0	\$0
TOTAL VALUE	\$5,147,900	\$4,683,388
NET TAXABLE VALUE	\$5,147,900	\$4,683,388
VETERANS TAX CREDIT	\$0	\$0
NET TAX	\$101,516.59	\$92,356.41

NET ABATEMENT: \$9,160.18

~ ~ ~ ~ ~

HUDSON BOARD OF SELECTMEN

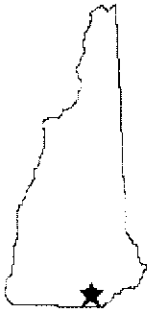
DAVID S. MORIN, CHAIRMAN

KARA ROY, VICE-CHAIRMAN

ROGER E. COUTU

MARILYN E. McGRATH

NORMAND G. MARTIN



TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-594-1160



Agenda
5-28-19
U.A.J.

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: May 28, 2019

FROM: Jim Michaud, Chief Assessor *Jm*

RE: Elderly Exemptions:

2 Stanley Ave. – map 190/ lot 073
6 Washington St. – map 168/ lot 033

Jim Michaud
RECEIVED
MAY 23 2019
Office of the Assessor

I recommend the Board of Selectmen sign the PA-29 forms granting Elderly Exemptions to the property owners listed below. These residents have provided the proper documentation to show they qualify for this exemption.

Michael and RoseAnn Corosa - 2 Stanley Ave. – map 190/ lot 073
James and Joan Carlen - 6 Washington St. – map 168/ lot 033

MOTION: Motion to grant Elderly Exemptions to the property owners referenced in the above request.



TOWN OF HUDSON

Engineering Department

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



Agenda
5-28-19
S.A.

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: May 22, 2019 *E20*

RE: Mansfield Drive Subdivision – 8" Water Main Extension.

cc Engineering
Public Works
High
Finance
RECEIVED
MAY 22 2019
Seal of the Town of Hudson

Mr. Malizia

The Planning Board recently approved an 8 - lot single family subdivision site plan listed with municipality water line. This project includes approximately 925 linear feet of proposed 8 main connecting to an existing 8 inch main located on Berkeley Drive. The work includes the following

1. Installation of 942 linear of 8 inch main along Mansfield Drive.
2. Installation of one fire hydrant.

This project will be at no cost to the town and was recommended by the Municipality Utility Committee on May 21st, 2019.

The proposed water line extension will provide domestic and fire protection for this development and we can accommodate this request.

My recommendation at this time is to approve this waterline extension extension.

Motion:

To approve and sign the proposed 8 inch water line extension agreement for Mansfield Drive. *S. below sign*

Frank / Mr. Groth 5/22

TOWN OF HUDSON

Sewer Utility Department



12 School Street, Hudson, New Hampshire 03051

603-886-6029

To: Elvis Dhima, Town Engineer

From: Donna Staffier-Sommers *DSS*
Sewer Utility Administrative Aide

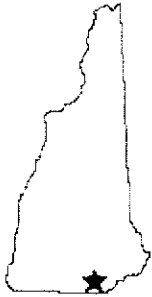
Date: May 22, 2019

Re: Mansfield Drive Subdivision – 8” Water Main Extension

At their meeting of May 21, 2019, the Municipal Utility Committee voted “to recommend the Board of Selectmen accept the proposed water line extension agreement for the Mansfield Drive subdivision water main extension.”

Bill Abbott made motion; second by Dalton Perry. Vote was unanimous.

7A



TOWN OF HUDSON

Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Municipal Utility Committee

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

DATE: May 7th, 2019

RE: Mansfield Drive Subdivision – 8” Water Main Extension.

Mr. Chairman

The Planning Board recently approved an 8 - lot single family subdivision site plan listed with municipality water line. This project includes approximately 925 linear feet of proposed 8 main connecting to an existing 8 inch main located on Berkeley Drive. The work includes the following

1. Installation of 942 linear of 8 inch main along Mansfield Drive.
2. Installation of one fire hydrant.

This project will be at no cost to the town.

Motion:

To recommend to BOS the proposed water line extension agreement for Mansfield Drive subdivision water main extension

AGREEMENT

MANSFIELD DRIVE WATER SYSTEM EXTENSION

THIS AGREEMENT is made _____ day of _____, 2019, by and between *M.R.Lacasse Homes LLC.*, the *applicant*, with an address of 9 Scenic Lane, Hudson NH 03051 and the Town of Hudson, a municipal corporation of Hillsborough County, New Hampshire, with offices at 12 School Street, Hudson, New Hampshire 03051 (the "Town").

RECITALS:

- 1.01 (*The applicant*) is the owner of certain real estate situated in Hudson, Hillsborough County, New Hampshire, with an address of 190 R Derry Lane, and shown as Map 147, Lot 24 on the Town of Hudson Tax Maps (the "Premises").
- 1.02 Presently, the Town's water system extends along Berkely Drive to a point approximately 60 feet from the common boundary line between the Premises and Map 147, Lot 24 to the street of the Premises.
- 1.03 M.R.Lacasse Homes LLC. desires to extend the Town's water system to the Premises and then further extend the Town's water system through the Premises by installing an 8 - inch ductile water main as shown on the Plans for the purpose of providing domestic and fire protection.

Agreement to do Work

- 2.01 The parties agree that the recitals set forth above are true, accurate and complete.
- 2.02 (*The applicant*) shall cause the following work to be undertaken and completed the (project) "Work":
 - 2.02.1 The installation of an 8 -- inch ductile water main from the end of the existing town water main located on Mansfield Road to the Premises. Such 8 inch water main shall be located on the Premises within the proposed Access and Utility Easement as shown on the Subdivision Plan.
 - 2.02.2 (*The applicant*) shall undertake all necessary work within Mansfield Road, Access and Utility Easement and on its Premises to install the water main, gate valves, service lines,

with gates and fire hydrants. This work shall include, but is not limited to, reclaiming pavement with trenching and installation of the water main and service lines. This work shall also include associated loaming and seeding on or adjacent to the premises. The scope of work and limits of construction shall be approved prior to the commencement of construction by the subdivision. All such work shall be undertaken in coordination with the M.R.Lacasse Homes LLC and the Town of Hudson Town Engineer. All such work shall be approved as to quality and workmanship by Town of Hudson Engineering and Public Works Department.

Inspections

3.01 *(The applicant)* shall pay all applicable fees and inspection costs related to the Work.

Certain Fees/Bonding

4.01 *(The applicant)* shall pay any and all hook-up assessments or extension fees including capital assessment fees to provide municipal water service to the Premises.

General

5.01 The Town represents to *(the applicant)* that its Board of Selectmen are duly authorized to approve this Agreement on behalf on the Town and bind the Town hereto.

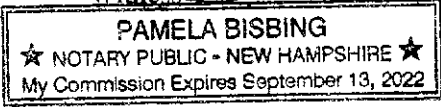
5.02 This Agreement is a complete and accurate statement of the agreement between the parties and any and all prior agreements, representations, understandings, oral or written by and between the parties with respect to the subject matter hereof, are hereby expressly superseded, and this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto.

5.03 This Agreement shall be governed by and construed in accordance with the law of the State of New Hampshire without regard to its conflict of law rules or principles.

IN WITNESS WHEREOF, the Town and *(the applicant)* have caused this Agreement to be duly executed by their respective representatives the date first set forth above.

[Handwritten Signature]

Witness



By: *[Handwritten Signature]*

Its: *[Handwritten Signature]*
Duly Authorized Owner

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

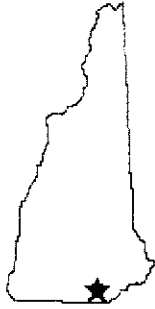
By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen



TOWN OF HUDSON

Finance Department



Agenda
5-28-18
S.B.

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6000 • Fax: 603 881-3944

To: Steve Malizia, Town Administrator
From: Kathy Carpentier, Finance Director *(Signature)*
Date: May 21, 2019

cc Engineering
Water
Sewer
Finance

RECEIVED
MAY 21 2019
TOWN OF HUDSON
COLLECTIONS OFFICE

Subject: Bid Recommendation—Engineering Services for .5 Million Gallons Per Day Wastewater Treatment Facility Assessment

Please accept this recommendation to be put on the Board of Selectmen's next agenda.

Recommendation:

I agree with the recommendation of Elvis Dhima, Town Engineer, to approve the contract for engineering services for .5 million gallons per day wastewater treatment facility assessment to Weston & Sampson, the only bidder, at an amount not to exceed \$29,777.

Budget Information:

This project was approved in the fiscal year 2020 Sewer Fund Operating Budget in the Sewer Operation and Maintenance, Other Professional Services account (5562-252). The project was budgeted in the amount of \$60,000.

Bid Information:

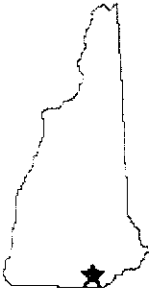
The project was advertised in the Union Leader and on the Town website. Three interested parties attended a non-mandatory pre-bid meeting. The bid was sent to four (4) vendors. One (1) sealed bid was received and opened at a formal bid opening on Friday, May 11, 2019 at 10:00am.

Motion:

To award the bid for engineering services for .5 million gallons per day wastewater treatment facility assessment to Weston and Sampson, the only bidder, in an amount not to exceed \$29,777 with funds from the Sewer Operation and Maintenance, Other Professional Services account (5562-252) as recommended by the Town Engineer and the Finance Director. The Town will not accept delivery or make payment prior to July 1, 2019.

M. Smith / A. Martin

Cc: Elvis Dhima, Town Engineer



TOWN OF HUDSON

Engineering Department



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

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: May 13, 2019

RE: Engineering Services for 0.5 Million Gallons Per Day Waste Water
Treatment Facility Assessment

The Town of Hudson currently has an agreement with the City of Nashua for treating two million gallons per day. There have been numerous discussions about the possibility of increasing the town sewer district or the Town of Hudson having its own Waste Water Treatment Facility.

We advertised for engineering services related to this that would assess the following:

1. Town property adjacent to Merrimack River and our current collection system.
2. Financial feasibility of such project.
3. Permitting and cost analysis of such a facility and the operational cost associated with it, if step 1 and 2 indicate that step three is warranted.

We advertised in the Union Leader on March 22, 2019 and held a non-mandatory pre-bid meeting on April 5, 2019, in which three interested parties attended. In addition, we sent the bid invitations to four vendors and advertised on the town website.

On May 10, 2019 we received one bid as follows:

1. Weston & Sampson Engineers, Inc., Portsmouth, NH: \$29,777

Our engineering estimate for this project was \$60,000. After careful evaluation of the bid, my recommendation to the Board of Selectman is to award the contract to the low and only bidder, Weston & Sampson Engineers, Inc.

Motion: To award the bid for Engineering Services to Weston & Sampson Engineers, Inc. in the amount of, not to exceed \$29,777, using funds from Account #: 4326-5562-252.

PROPOSAL FORM

0.5 MGD WASTEWATER TREATMENT FACILITY ASSESSMENT
TOWN OF HUDSON, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE ENGINEERING SERVICES FOR THE ABOVE.

1. Engineering Services :

Engineering services for the project listed above.

\$29,777

TWENTY-NINE THOUSAND, SEVEN HUNDRED AND SEVENTY-SEVEN DOLLARS

Length of the warranty for labor shall be one year from the date of Project acceptance

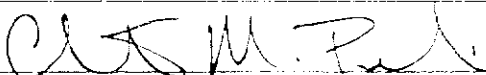
Length of the warranty for materials shall be one year from the date of Project acceptance

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

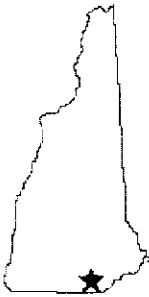
1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:
N/A
3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: Weston & Sampson Engineers, Inc.

Signed by: 

Printed or typed name: Christopher M. Perkins, PE, Vice President / Regional Manager

Agenda
5-28-19
8.C.



TOWN OF HUDSON

Engineering Department



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

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer *E20*
Jess Forrence, Director of Public Works *JF*

DATE: May 13, 2019

RE: Hudson-Nashua Sewer Flume, 14 & 20-inch Siphon Project

cc Engineering
Sum
RECEIVED
MAY 21 2019
TOWN OF HUDSON
PLANNING OFFICE

The Town of Hudson currently owns, operates and maintains approximately eighty (80) miles of sewer mains and force mains. This sewage collection system comes to one point on the Hudson side and discharges to Nashua side through a flume. This flume was built in early 1970 and it consist of two concrete pipes, fourteen and twenty inches in diameter incased in concrete.

Our current agreement with Nashua allows the Town to discharge over two million gallons per day and we currently discharge approximately 1.1 million gallons per day. Our municipality agreement shows that we have to inspect the flume by 2020 to show that the system is operational and sound at its fifty (50) year mark.

The Engineering and Public Works Departments have had numerous meetings with our partners in Nashua and have worked out a plan to get this project done this year. We have worked with one of our consultants and the contractor that Nashua would be hiring to work on their flumes to come up with the best option to get this project completed.

Due to the unknowns and the existing conditions of the flume, the proposal is presented as a three-day operation, best case scenario, for the cost of \$65,000, and a six-day operation, worst case scenario, for the cost of \$95,000.

This project will consist of the following tasks:

1. Jet vacuum approximately 1,000 feet of 14 inch siphon
2. Jet vacuum approximately 1,000 feet of 20 inch siphon
3. Remove and dispose of all the debris from the three to six day operation

4. Inspect both siphons using a robotic camera and prepare a report regarding the finds and possible repairs, if applicable.

The Engineering and Public Works Department's recommendation to the Board of Selectmen is to approve this expenditure.

First Motion:

Markin/Mc South 4-1 *approved*

To waive the bid process and sole source this work to Weston and Sampson, Inc., for the following reasons:

1. They successfully completed the Industrial Sewer Pump Station rehabilitation last year.
2. They have a working relationship with Ted Barry, Inc., which will perform similar cleaning services for the City of Nashua this upcoming season.
3. They have a working relationship with City of Nashua.

Second Motion:

C.W. To award this contract to Weston & Sampson Inc., using Account #: 43265562-239, not to exceed \$95,000.

Town of Hudson, New Hampshire

March 18, 2019

Mr. Elvis Dhima P.E.
Town Engineer
12 School Street
Hudson, NH 03051

RE: Hudson-Nashua Flume, 14 & 20-inch Siphon Cleaning and Inspecting

Dear Mr. Dhima:

Weston & Sampson appreciates this opportunity to continue our work and provide the Town of Hudson (the Town) with assistance in the Hudson Flume Dual Siphon Investigation. It is our understanding that the Town maintains a parshall flume structure and dual 14 & 20-inch siphons that convey wastewater flow from the Town of Hudson to the City of Nashua under the Merrimack River. In accordance with the City of Nashua's intermunicipal agreement the Town of Hudson must clean, and inspect the siphons prior to 2020. Based on the complexity of cleaning and inspecting siphons of this age, this proposal is intended to provide the Town a method of performing cleaning and inspection techniques along with a work plan and budget to complete the work.

Based on our first phase investigation we have included a budget cost and schedule for the cleaning and closed circuit television (CCTV) of the 14 & 20-inch siphons as well as our recommendations and work plan (Attachment A) on the following pages.

This second phase of the work includes the following:

- Prepare for and attend a kickoff meeting with the Town of Hudson and City of Nashua.
- Retain the services of a sub-consultant who specializes in siphon cleaning, CCTV and inspection to perform the work.
- Schedule and observe work on behalf of the Town and perform duties as the liaison for Engineering/DPW Staff and Sub-Consultant for an estimated cleaning and inspection time of 3 – 6 days.
- Review and document CCTV inspection videos.
- Develop a Final Report of the CCTV inspection including an anticipated construction repair or rehabilitation budget cost if necessary.
- Prepare for and attend two (2) additional meetings with the Town of Hudson and Nashua during the project and at the closeout to present our findings.

Our cost for completing the work as outlined above is dependent on the amount of debris found and removed in each siphon. The amount of debris to be removed is undefined until work has begun. Given the undefined amount of debris removal we have estimated the work will take between three (3) and six (6) days to complete. The cost for completing the work in three (3) days is **\$65,000** and up to **\$95,000** for six (6) days.

It is our desire to complete the work in a timely manner given the undefined challenges that may be encountered in cleaning and performing CCTV of dual barrel siphons.

We trust the above information and details meet with your approval, and we are eager to continue to assist the Town on this important project. Feel free to call me at (603) 431-3937 if you would like to discuss anything in greater detail.

Scope of Work:

- Attend a kickoff meeting to discuss schedule and Town of Hudson requirements.
- Provide a written work plan prior to start of work.
- Work will commence on a mutually agreed to date at time of award.
- Clean and Inspect by CCTV the Hudson to Nashua Siphon starting from one manhole upstream from the intersection of the 2 Interceptors feeding the Parshall Flume to the siphon inlet chamber, the Cast Iron 14" and 20" barrels, to the siphon outlet chamber toward the Nashua Interceptor.
- Provide a siphon cleaning, isolation and draining team with all necessary equipment and materials to complete the project while following all OSHA regulations.
- Inspections and reports to exceed the requirements of NASSCO's PACP Standard V7.0.
- Defects found will be evaluated and a plan of corrections will be made in conjunction with the Town of Hudson, Weston Sampson Engineers and Ted Berry Company.
- After review of the CCTV Pan, Zoom, Tilt inspection the need for additional evaluation will be made.
- Deliverables, final reports will be submitted within two weeks of work completion.
- Provide a remote-controlled tractor driven CCTV inspection team with all labor, materials, and equipment to complete the project. Inspector will be NASSCO PACP and MACP certified.
- Deliver all CCTV inspections to Weston Sampson Engineers consistent with PACP requirements for review before submission to the Town of Hudson.

Owner Project Responsibilities:

To help achieve a smooth and successful project, The Town of Hudson shall be considered the owner with the following responsibilities:

- Provide copies of sewer system mapping relating to the work above.
- Provide access to all structures, including permits to "Rights of Way".
- Provide a large truck disposal site for large debris and "grit and screenings" removed from the collection system. A temporary road used by other vehicles that will support the vehicle without damage to the vehicle will be satisfactory. Proposal assumes transportation and dumping at the Nashua Landfill with extended hours greater than 8am-4pm.
- Equipment staging at Hudson Public Works or other local facility.
- Clear work area of vines, weeds, brush, trees and stumps.
- Holes and slumps in the right of way that would cause damage to the large and low Vector type trucks will be filled or otherwise made passable.
- In conjunction with the engineer, sign off on each completed siphon barrel at conclusion of the work. Barrels that have been signed off as complete will be considered satisfactory and not subject to re-inspection except by change order.

Proposed Work Plan:

Pre-Planning

- Kick Off Meeting attendance
- Approval of written Work Plan and schedule submittal
Day 1 through duration (3-6) Work Days
- Mobilization to Job Site
- Review Scope of Work & Safety
- Setup Traffic (if needed)
- Begin Inspections - 7am-5pm (typical day)
- QA/QC Ted Berry, Weston & Sampson and Town of Hudson - Engineer sign off on daily and per barrel inspection and work logs

- Confirm work plan for following shift with stakeholders
- Restore job site
- Demobilization
- Vactor debris dump and indoor parking if any chance of freezing
- Equipment restoration

Post Planning

- Deliverables
 - Provide (2) Copies of I.T. Pipes Viewer in digital format in coordination with project completion
 - Includes all line reports. Line reports are a compilation of data gathered during an inspection typically starting at one manhole or entry point and ending at a manhole or exit point. Data gathered includes but is not limited to: pipe size, pipe type, starting point, ending point, distance, observations of interior pipe conditions, observation photos, observation descriptions, etc.
 - Includes all .jpeg photos taken during the inspection. Photos are typically taken to show the start of the inspection, pipe deformations, existing debris build-up inside the pipe section, inspection end point, etc.
 - Includes all .jpeg videos. Individual video files are created for each pipe section inspected.
 - I.T. Pipes Viewer includes a print manager option which allows owner to print additional or future line reports
- Develop a Final Report of the CCTV inspection including an anticipated construction repair or rehabilitation budget cost if necessary.
- Prepare for and attend two (2) additional meetings with the Town of Hudson and Nashua during the project and at the closeout to present our findings.

Assumptions:

- Debris disposal of decanted material will be on the City of Nashua Landfill during extended working hours of operation without cost to Engineer and Sub-Consultant.
- Debris disposal access will be on a surface designed to support heavy low ground clearance vehicles.
- All sites are adequately protected by traffic control devices such as cones, signs and barricades. Caution tape will be used to mark the area outside of the Railroad Exclusion Zone.
- Work area protection of non-travel areas by cones and barricades is acceptable.
- Work areas in high foot traffic areas will be cleaned first in the colder months to minimize impact on the community.
- Work hours may be adjusted to better serve the community and or flow considerations. In non-residential areas there are no noise ordinances, or a waiver will be issued to allow off hours cleaning or inspection if needed.
- As in normal collection system cleaning solids-grits and screenings as well as larger debris will be captured by the Vactor truck and disposed of at the Nashua Landfill. Materials liquefied will be flushed to the downstream side of the siphon as normal practice. (24 hours' notice will be given to Nashua WWTP of any flushing)
- Dumping at the landfill will take no more than 1 hour per load given Nashua allows for early and/or late access to the landfill. -Town of Hudson to coordinate extended access times.
- The NASSCCO's recommended practices for cleaning collection systems will be followed.
- Additional protection of the siphons by observing the siphon cleaning by CCTV when possible.
- When cleaning flowing siphon barrels a slide plate on the downstream side will be used to trap debris until it can be removed. Any slide plates will be made available to the cleaning and inspection team.
- Structure covers typically are in poor condition. Getting structures open and gaining access to the interior may require bolts and hinges be bent or broken gaining access through difficult openings is to be assumed. Repairs needed to bent or broken components will be immediately reported to Weston and

Sampson for approval to repair as a T+M change order or other action with final approval by Town of Hudson Staff.

- Internal grates and other components of siphons are typically in disrepair. Removing grates to gain access to siphons is part of the job. Repairing or replacing unsafe, dangerous or broken components is not part of the cleaning and inspection job. Repairs needed to unsafe, bent or broken components will be immediately reported to Weston and Sampson for approval to repair as a T+M change order or other action with final approval by Town of Hudson Staff.
- Debris and water will be removed from the invert to allow for a thorough inspection. Methods that don't allow a thorough inspection will be unsatisfactory.
- The city has a right of way access to each structure that can be accessed by foot and small equipment and by large vehicles (Vactor) (59,000 pounds).
- In the event of rain, live flow clearing may continue as long as the system can handle the wet weather flow.
- In the event of high flow days or periods when work is cancelled due to weather those days will be added to the project completion date.

Exclusions, not covered in this proposal:

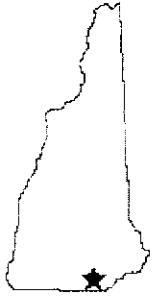
- Davis-Bacon or Prevailing Wage Rates.
- Certified Payrolls.
- Debris Disposal
 - Costs for disposal and transportation beyond the Nashua Landfill will be Actual costs plus 10%.
 - The debris disposal site will be on a road designed for trucks weighing up to 59,400lbs.
 - If debris disposal takes longer than 1 hour of the work day:
 - Other disposal options than disposal at NPW will be discussed
 - Or the time waiting to dump will be charged as part of the 10 hour day rate
- Attendance of meetings other than a "kick off meeting" and daily progress updates.
- Mechanical or robotic removal of debris: This proposal does not include the removal of material or debris from the system that cannot be removed by the means and methods described in the proposal, if the need to remove using mechanical means such as rods and/or cables or by robotic methods such as a robotic cutter TBCI shall be entitled to additional compensation.
- Removal of debris introduced into the system by vandalism or sabotage: TBCI shall not be responsible for the removal of items that should not be reasonably anticipated to be in the pipes and/or structures and that are the result of serious neglect, vandalism, or sabotage. Examples: tires, wood, shopping carts, bowling balls, old manhole covers, etc.
- Items in the pipe larger than to be anticipated: In some cases very large items such as rocks are found in a pipe or structure, although it is within the scope of work for TBCI to remove these items it is practical to limit the reasonable and anticipated size of such items. The following list defines what is excluded from TBCI responsibilities without the generation of a change order.
 - Pipe size 6"-18": Items greater than 50% of the pipes nominal I.D.
 - Pipe size 21"-24": Items greater than 25% of the pipes nominal I.D.
 - Pipe size 30"-48": Items greater than 20% of the pipes nominal I.D.
- Hazardous materials encountered: If hazardous materials are encountered it shall not be the responsibility of TBCI to remove and/or dispose of those materials. A hazardous material is any item or chemical which, when being transported or moved in commerce, is a risk to public safety or the environment, and is

regulated as such under its Pipeline and Hazardous Materials Safety Administration regulations (49 CFR 100-199) or a material that may pose a risk to TBCI employees beyond what would be reasonably expected with sanitary sewer and/or storm water flows.

- Mechanical removal and/or demolition of structures to gain access: It is not uncommon for manhole or access covers and protective grates within structures to be stuck and/or damaged not allowing access. TBCI crews may need to pry, jackhammer, and/or strike with a sledgehammer covers, manhole rings, or components to allow access and TBCI shall not be responsible for the repair of structures or replacement of components unless caused by its negligence.
- Differing conditions (for cleaning and CCTV projects)
 - Broken pipe or structure - All attempts will be made to clean and/or inspect through condition however may result in a termination of cleaning and/or inspection of the individual line segment. If the work is terminated due to a pre-existing structural condition the contractor shall receive compensation due to an MSA (NASSCO misc. survey abandoned code) at the expended day rate.
 - Obstructed pipe or structure - All attempts will be made to clean and/or inspect through condition however may result in a termination of cleaning and/or inspection of the individual line segment. If the work is terminated due to a pre-existing O&M condition the contractor shall receive compensation due to an MSA (NASSCO misc. survey abandoned code) at the expended day rate.
 - Unknown changes in pipe direction or change in pipe ID - All attempts will be made to clean and/or inspect through change in direction and/or pipe ID however may result in a termination of cleaning and/or inspection of the individual line segment. If the work is terminated due to a pre-existing O&M condition the contractor shall receive compensation due to an MSA (NASSCO misc. survey abandoned code) at the expended day rate.
 - Flows in the gravity piping higher than anticipated by the owner - If flows in the wastewater system are higher than anticipated all attempts will be made to clean and/or inspect through condition however may result in a termination of cleaning and/or inspection of the individual line segment. If the work is terminated due to a pre-existing O&M condition the contractor shall receive compensation due to an MSA (NASSCO misc. survey abandoned code) at the expended day rate.
- No air or water pressure testing of the siphons. Inspection only.

Agenda 5-28-19
8 C (1)

Mr. McSherry/Martin to approve and sign the P+S Agreement for 68 Pelham Rd. for the amount not to exceed \$400,000, contingent upon the approval of Cambridge Conservations meeting on June 18, 2019 by the Board of Directors of Oak Ridge Assoc., called 4-1. Also approved by a boundary N.E.



TOWN OF HUDSON

Engineering Department

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



INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer *E2D*
Randy Brownrigg, Conservation Commission Chairman

DATE: May 22, 2019

RE: 68 Pelham Road Purchase Update

*Conservation Commission
Chairman
Elvis Dhima
Randy Brownrigg
4/1/19
6/18/19*

Mr. Malizia,

The Board of Directors from the Oak Ridge Condominium Association met with representatives from the Town of Hudson, Board of Selectman Chairman, Dave Morin, Town Administrator, Steve Malizia, Chairman of the Conservation Commission, Randy Brownrigg, and Town Engineer, Elvis Dhima, P.E. on May 22, 2019 to discuss an access easement over the property owned by the Oak Ridge Condominium Association.

They have provided a letter of intent stating that they will provide an access easement and will make a final decision on this matter on June 18, 2019. In addition, Mr. Brownrigg had a meeting with Mr. Noury, the owner of 68 Pelham Road, as requested by the Board of Selectmen.

Mr. Noury stated that he provided a fair price to the Town of Hudson Conservation Commission and he is willing to hand over the ownership of all the electronic files of the property, at no cost. That will include boundary plans, existing conditions and wetland delineation for the 40 acre property.

Our recommendation is to purchase this property at this time.

Motion:

To approve and sign the Purchase and Sales Agreement for 68 Pelham Road, for the amount not to exceed \$400,000.

*Recommendation by McSherry/Martin 4-1 date approved
contingent upon the approval of
Cambridge Conservations meeting on June 18, 2019*



Oak Ridge Condominium Association
75 Brody Lane, Hudson NH, 03051

Board of Directors
Joyce Bellefeuille
Robert Calvino
Jim Ellis
Robert Mullin
Gene Stringer

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: President of Oak Ridge Condominium Association

DATE: May 23, 2019

RE: Access Easement Request between Benson Park and 68 Pelham Road

RECEIVED
MAY 23 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE

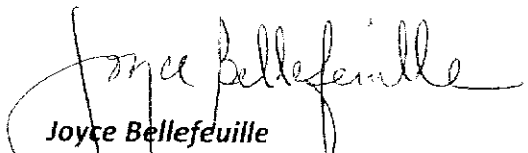
The Board of Directors from the Oak Ridge Condominium Association met with representatives from the Town of Hudson, Board of Selectman Chairman, Dave Morin, Town Administrator, Steve Malizia, Chairman of the Conservation Commission Randy Brownrigg and Town Engineer Elvis Dhima on May 22, 2019 to discuss an access easement over property owned by the Oak Ridge Condominium Association.

It is our understanding that the Town of Hudson Conservation Commission is requesting an access easement, approximately 10 feet wide by 255 feet long, to be located within an existing Conservation easement on the Oak Ridge Condominium property and inside of our building setback.

The proposed access easement, if granted, will provide access between Benson Park and 68 Pelham Road. We were also informed that the cost associated with preparing the documents and necessary plan will be the responsibility of the Town of Hudson Conservation Commission.

Our intent at this time is to recommend granting this access easement to our association members. We are planning to vote on this matter on June 18th 2019 at our Annual Meeting provided that we are provided with the plans for this access easement.

Sincerely,


Joyce Bellefeuille
President, Board of Directors
Oak Ridge Condominium Association

emailed 5/23/19



PROPOSAL FOR WORK

May 20, 2019

JN: 19-0524-1

To: Town of Hudson
12 School Street
Hudson, NH 03051

ATTN: *Elvis Dhima, P.E. Town Engineer*

Subject: Proposal for Professional Land Surveying Services
Access Easement Plan and Legal Description
Oak Ridge Condominium to Town of Hudson

Scope of Services

Phase I: Prepare an Access Easement Plan and Legal Description for said Access Easement

Phase II: Record Final Easement Plan at the Hillsborough County Registry of Deeds.

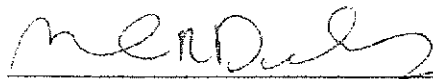
NOTE: the estimated fees outlined above do not include the resolution of any boundary disputes or encroachment issues, etc.

Project Schedule

KNA will begin work upon receipt of this signed contract.

TOTAL ESTIMATED FEE: \$750 plus recording fees and expenses.

KNA invoices the cost of normal out-of-pocket reimbursable expenses (prints, postage, mileage, etc.). It is herein noted that our proposal does not include the cost of application and/or technical review fees. KNA invoices for services provided on a monthly basis.



Proposal By: Michael R. Dahlberg, LLS, RPLS
Chief of Survey

5-24-19
Date

Proposal Accepted By:

Date:

Print name: _____

Civil Engineering

Land Planning

Landscape Architecture



TOWN OF HUDSON
Office of the Town Administrator
12 School Street
Hudson, New Hampshire 03051



Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: May 21, 2019
Re: Planning Department Fees - Advertising



*cc. Planning
prepare motion
for HLA
June 14 Paper*

Attached please find a request from Town Planner Brian Groth to increase the Advertising Fee under the Planning Department Fees in the Town Code Chapter 205-7, Planning Department Fees. This is a pass through cost and it covers the cost to advertise public notices for subdivisions and site plans. The current fee is set at \$40.00 and based on current costs, should be set at \$80.00. Should the Board of Selectmen agree to increase the advertising fee, a public hearing is required. The following motion would be appropriate:

Motion: To send the proposed fee increase for Chapter 205-7 Planning Department Fees, Advertising (from \$40 to \$80) to a public hearing on June 25, 2019.

Should you have any questions or need additional information, please feel free to contact me.

Motion by Selectman Martin, seconded by Selectman McGrath, to send the proposed fee increase for Chapter 205-7 Planning Department Fees, Advertising (from \$40 to \$80) to a public hearing on June 25, 2019, carried 5-0.

To: Board of Selectmen

From: Steve Malizia, Town Administrator

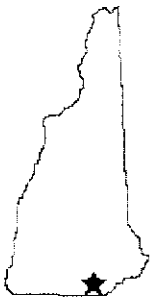
Date: May 21, 2019

Re: Planning Department Fees - Advertising

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Motion: To send the proposed fee increase for Chapter 205-7 Planning Department Fees, Advertising (from \$40 to \$80) to a public hearing on June 25, 2019.

Should you have any questions or need additional information, please feel free to contact me.



TOWN OF HUDSON

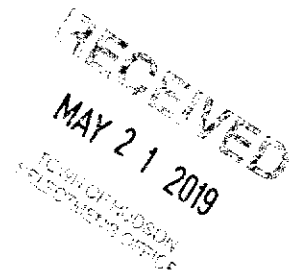
Planning Department



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

MEMORANDUM

To: David Morin, Chairman and Member of the Board of Selectmen
From: Brian Groth, Town Planner
Date: April 18, 2019
RE: Request for Application Advertising Fee Increase



On behalf of the Planning Department staff, I would like to respectfully ask the Board of Selectman to consider increasing the Advertising Fee on all Planning Board Applications.

Currently, we charge applicants \$40.00 per application to advertise in the Hudson Litchfield News. Brooke Dubowik, Planning Administrative Aide II, has reviewed the invoice fees over the last twelve months, finding the average cost to advertise with the Hudson Litchfield News is \$79.25 per application (See Attached Spreadsheet). To my knowledge, this fee has not been increased since 2012. The current fee structure is essentially causing the taxpayers to subsidize Planning Board applications. This fee is also only collected once, at the time of application submission. If for any reason the application gets deferred to another public hearing, the applicant currently does not pay to readvertise. This also is costing the taxpayers to subsidize Planning Board applications. To cover the additional fees, we would also like to add the wording "per notification, per hearing" to the Advertising Fee Schedule.

We ask for your consideration in approving both the increase of the Advertising Fee to \$80.00, as well as adding the wording "per notification, per hearing", as of April 23, 2019, to ensure all expenses are covered by the applicant, and not the Town.

Respectfully Submitted,

Brian Groth
Town Planner

Cc: Planning Board Members
Brooke Dubowik -- Planning Admin Aide

Town of Hudson, NH
Tuesday, May 21, 2019

Chapter 205. Fees

§ 205-7. Planning Department fees.

Planning Department fees are set as follows:

A. Application for subdivision plan review.

(1) Review fees.

(a) One hundred seventy dollars per lot, plus:

- [1] Consultant review fee: Linear feet of roadway (including cul-de-sac); length of roadway: \$1.25 per foot or \$800, whichever is greater. This is an estimate for the cost of consultant review. The fee is expected to cover the amount. A complex project may require additional funds. A simple project may result in a refund.
[Amended 7-9-2002]
- [2] Legal fees. The applicant shall be charged attorney costs billed to the Town for the Town Attorney's review of any application plan set documents.

(b) Lot line relocation: \$340 for the first two lots, plus \$170 per each additional lot.

(c) Conceptual review only: \$100.

(d) Zoning Board of Appeals input only: \$100.

(e) GIS fee (flat fee):
[Added 8-9-2005]

- [1] For two to seven lots: number of lots times \$60, plus \$25 (minimum \$145).
- [2] For eight lots or more: minimum \$650.

(2) Postage. Current certified mail postage rate per abutter to the proposed site plan and current first class postage rate per property owner within 200 feet of the proposed site plan.
[Amended 7-9-2002]

→ (3) Advertising (~~public notice~~) for all subdivisions: ~~\$40~~ \$80 ←
(per notification, per hearing)

(4) Recording fees.

(a) The applicant shall pay the costs of recording the final plan layout prior to final subdivision recording, in accordance with fees established by the county.

- [1] Recording of plan: \$24 per sheet, plus a surcharge of \$2 per plan.
- [2] Easements/agreements (if applicable): \$10 for the first sheet; \$4 for each sheet thereafter, plus a surcharge of \$2 per document, plus first class return postage rate.

(b) Please note: Recording fees shall be computed when plans are finalized for recording. Recording fees must be paid by the applicant prior to recording.

(c) The applicant shall be responsible for all fees incurred by the Town for processing and review

of the applicant's application plan and related materials. All such fees must be paid prior to recording.

- (5) Cost allocation procedure amount contribution and other impact fee payments: to be determined by vote of the Planning Board and paid by the applicant prior to issuance of building permit.
- (6) Subdivision plan review application schedule of fees was approved by the Planning Board June 26, 1996. On August 14, 1996, the Planning Board made fees schedule effective September 1, 1996.

B. Application for site plan review.

(1) Review fees.

(a) Fees established.

Site Plan Use	Fee
Multifamily	
3 to 50 units	\$105 per unit
Each additional unit over 50	\$78.50 per unit
Commercial/semipublic/ civic/recreational	
First 100,000 square feet of building area	\$157 per 1,000 square feet
Each 1,000 square feet thereafter	\$78.50 per 1,000 square feet
Industrial	
First 100,000 square feet of building area	\$105 per 1,000 square feet
Each 1,000 square feet thereafter	\$78.50 per 1,000 square feet
No buildings	\$30 per 1,000 square feet of proposed developed area

- (b) Plus consultant review fee: total acres of disturbed area, acres: \$600 per acre or \$1,000, whichever is greater. This is an estimate for the cost of consultant review. The fee is expected to cover the amount. A complex project may require additional funds. A simple project may result in a refund.
[Amended 7-9-2002]

- (c) Legal fees. The applicant shall be charged attorney costs billed to the Town for Town's attorney review of any application plan set documents.

- (d) Conceptual review only: \$100.

- (e) Zoning Board of Appeals input only: \$100.

- (f) GIS fee (flat fee): \$550.
[Added 8-9-2005]

- (2) Postage. Current certified mail postage rate per abutter to proposed site plan and current first class postage rate per property owner within 200 feet of proposed site plan.
[Amended 7-9-2002]

- (3) Advertising (public notice) for all site plans: ~~\$40~~ \$80
(per notification, per hearing)

- (4) Recording fees.

- (a) The applicant shall pay the costs of recording the final site plan layout prior to final site plan approval, in accordance with fees established by the county.

[1] Recording of plan: \$24 per sheet, plus a surcharge of \$2 per plan.

[2] Easements/agreements (if applicable): \$10 for the first sheet; \$4 for each sheet

thereafter, plus a surcharge of \$2 per document, plus first class return postage rate.

- (b) Please note: Recording fees shall be computed when plans are finalized for recording. Recording fees must be paid by the applicant prior to recording.
- (c) The applicant shall be responsible for all fees incurred by the Town for processing and review of the applicant's application plan and related materials. All such fees must be paid prior to recording.
- (5) Cost allocation procedure amount contribution and other impact fee payments: to be determined by vote of the Planning Board and paid by the applicant prior to issuance of building permit.
- (6) Site plan review application schedule of fees approved by the Planning Board August 14, 1996, effective September 1, 1996.

Advertising Fees - Planning Board

(12 Month Period)

Invoice#	Date	Amount	# Agenda Items
206505	3/30/2018	\$196.00	3
300116	4/13/2018	\$145.00	1
300398	5/11/2018	\$183.75	1
300607	6/1/2018	\$196.00	3
300760	6/15/2018	\$257.25	4
300839	6/29/2018	\$171.50	2
301248	8/10/2018	\$208.25	4
301437	8/31/2018	\$281.75	5
301564	9/14/2018	\$208.25	3
301812	10/12/2018	\$220.50	3
302007	11/2/2018	\$196.00	3
302309	11/30/2018	\$220.50	2
302716	2/1/2019	\$153.13	1
302964	3/1/2019	\$202.13	2
303086	3/15/2019	\$171.50	1
15 Invoices		\$3,011.51	38

Average Cost Per Item \$79.25 (\$3011.51/38)

Currently Charging \$40.00 Per Item

Average **Loss** Per Application \$39.25

Last fee increase was **2012**



TOWN OF HUDSON

Highway Department

Agenda
5-28-19
S.E.

2 Constitution Drive Hudson, New Hampshire 03051 603.886-6018 Fax 603.594-1143



To: Board of Selectmen

From: Jess Forrence, Director of Public Works

Date: May 23, 2019

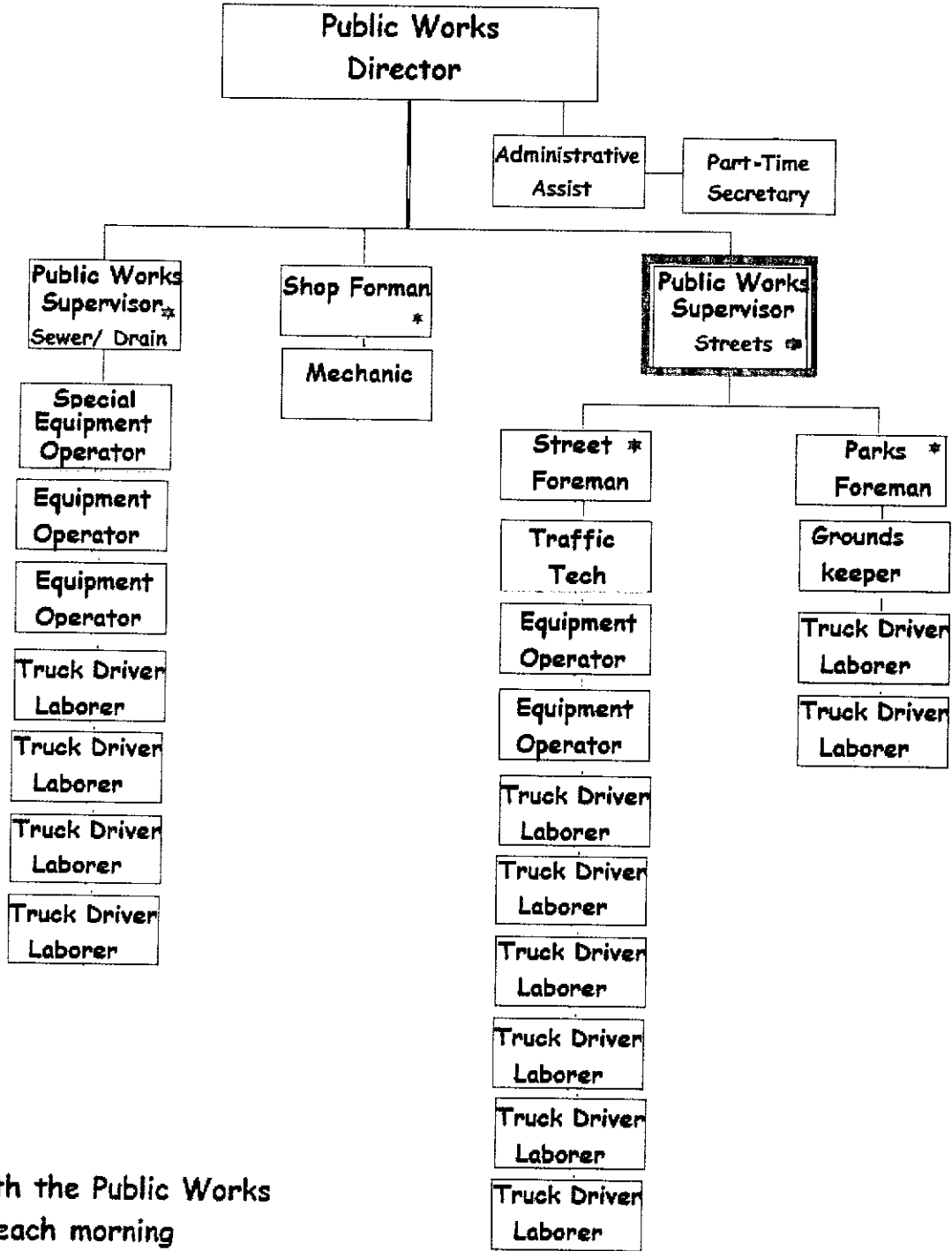
Re: Reorganization of the Public Works Department

Attached please find an Organization Chart for the proposed Public Works Department reorganization along with two (2) updated job descriptions. I am recommending that the position of Public Works Supervisor – Streets be added to the department to provide for improved supervision and better management of the streets and parks divisions. I am also recommending that the current position of Public Works Supervisor be changed to Public Works Supervisor – Sewer/Drains to align with the current responsibilities of the position. The two (2) Public Works Supervisors will be reporting to me and I believe the department will be better positioned going forward with the responsibilities organized as I have outlined. I will be in attendance at the Board of Selectmen meeting to answer any questions Board members may have.

Thank you.

Motion by Selectman Martin, seconded by Selectman Roy, to add and approve the job description for the position of Public Works Supervisor - Streets and amend the job description for the position of Public Works Supervisor to Public Works Supervisor - Sewer/Drains, carried 5-0.

Organizational Chart



☛ Meets with the Public Works Director each morning

**TOWN OF HUDSON
PUBLIC WORKS DEPARTMENT**

PUBLIC WORKS DEPARTMENT SUPERVISOR - STREETS

JOB SUMMARY

Supervises and coordinates activities for the street foreman, parks foreman and work crews engaged in a variety of public works projects involving the construction, maintenance, and repairs of streets, bridges, sidewalks, parks, cemeteries, street lights, yearly cleanups, refuse collection and disposal.

SUPERVISION RECEIVED

Works under the general direction of the Director of Public Works, who provides policy guidance and general work schedules. Work is evaluated through conferences and regular inspection of projects and in terms of overall effectiveness and economy of operations. Exercises considerable judgment in determining work assignment priorities, use of equipment, and manpower utilization.

SUPERVISION EXERCISED

Directs employees performing both skilled and unskilled manual labor and operating motor equipment. Reviews work of subordinates in progress and on completion as to conformance with instruction, timeliness and technical adequacy. In the absence of the Director of Public Works, supervises all division employees to include foremen and a moderately large workforce of personnel.

EXAMPLES OF DUTIES

(Any one position may not include all of the duties listed, nor do the listed examples include all duties, which may be found in positions of this class.)

1. Plans and assigns work and equipment according to project, equipment or manpower needed. Modifies methods, procedures, and priorities to meet changing conditions and determines materials and equipment needed to complete job, consulting with the Director of Public Works on major changes.
2. Interprets work orders, specifications, or other instructions, and explains required procedures as needed and continuously inspects work in progress for conformance to plans and instructions; checks for employee safety.
3. Supervises workers and coordinates activities at various locations, performing such duties as snow removal and cleanup, and salt, sanding, street sweeping,

constructing and repairing of roads, curbs and sidewalks, bridge maintenance, picking up rubbish, and performing preventative maintenance on equipment.

4. Receives and investigates complaints of residents and dispatches crews as warranted.
5. Maintains and prepares reports on completed work; schedules and approves leave requests; evaluates performance of subordinates.
6. Participates in the preparation of the annual departmental budget through the complete preparation of some materials for departmental review and other related activities as directed by the Director of Public Works
7. Keeps the Director of Public Works on advised of unusual problems or delays; works with the Director of Public Works on in planning work priorities and developing details for carrying out projects and reviews completed projects.
8. Responds to off hour emergencies as required.
9. Keep current with all MS-4 and NHDES requirements and training.
10. Training and education on all jobs related to the Street Division.
11. Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Thorough knowledge of methods, materials and equipment used in construction, maintenance and repair of street surfaces, curbs and drainage structures; considerable knowledge of hazards and safety precautions common to machinery and equipment required in street maintenance; some knowledge of the principles of engineering as they apply to Public Works Department construction projects; ability to read and interpret blueprints, work orders and plans; ability to organize, coordinate and supervise the work of others; ability to establish and maintain effective working relationships with employees, the public and other departments; ability to communicate effectively, both orally and in writing; ability to prepare reports and maintain records.

MINIMUM QUALIFICATIONS REQUIRED

High school graduation, plus at least six years progressively responsible experience in street, bridge and sidewalk maintenance work and the operation of related heavy equipment, including two years in lead man or supervisory capacity; OR any equivalent combination of education and experience, which demonstrates possession of the required

knowledge, skills and abilities. Possession of a valid New Hampshire Commercial Driver's License (CDL) is required.

PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS

Occasional physical effort required in walking, sitting, standing, climbing and stooping while performing work under a variety of physical and climatic conditions.

**TOWN OF HUDSON
PUBLIC WORKS
DEPARTMENT**

**PUBLIC WORKS DEPARTMENT
SUPERVISOR- SEWER/DRAINS**

JOB SUMMARY

Supervises and coordinates activities of a number of work crews engaged in a variety of public works projects involving the construction, maintenance and repairs of the drainage, sanitary sewer systems and water systems.

SUPERVISION RECEIVED

Works under the general direction of the Director of Public Works, who provides policy guidance and general work schedules. Work is evaluated through conferences and regular inspection of projects and in terms of overall effectiveness and economy of operations. Exercises considerable judgment in determining work assignment priorities, use of equipment and manpower utilization.

SUPERVISION EXERCISED

Directs division employees performing both skilled and unskilled manual labor and operating motor equipment. Reviews work of subordinates in progress and on completion as to conformance with instructions, timeliness, and technical adequacy. In the absence of the Director of Public Works supervises all department employees to include division foremen and a moderately large workforce of personnel.

EXAMPLES OF DUTIES

(Any one position may not include all of the duties listed, nor do the listed examples include all duties, which may be found in positions of this class.)

1. Plans, assigns, and inspects the work of a number of crews in the construction, repair, alterations, and maintenance of the drainage and sanitary sewer systems. Responsible for sanitary sewer inspections. Assists in the oversight of water utility projects.
2. Interprets work orders, specifications or other instructions, and explains required procedures as needed and continuously inspects work in progress for conformance to plans and instructions; checks for employee safety.
3. Supervises workers and coordinates activities at various locations, performing duties relative to the construction, maintenance, and repair of the drainage and sanitary sewer systems and the water system as needed. Instructs and trains subordinates in the safe operations and practices in trench shoring of excavations, equipment and tools used.

4. Reviews and investigates complaints of residents and dispatches crews as warranted.
5. Maintains and prepares reports on completed work; schedules and approves leave request; evaluates performance of subordinates.
6. Participates in the preparation of the annual departmental budget through the complete preparation of some materials for the departmental review and other related activities as directed by the Director of Public Works.
7. Keeps the Director of Public Works advised of unusual problems or delays; works with the Director of Public Works in planning work priorities and developing details for carrying out projects and reviews completed projects.
8. Responds to off hour emergencies as required.
9. Keeps current with all MS-4 and NHDES requirements and training.
10. Assists with all snow removal operations as needed.
11. Performs all other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Knowledge of the materials, methods and techniques used in construction and maintenance of drainage and sanitary sewer systems. Knowledge of the operations and maintenance of water utility systems. Knowledge of effective labor supervision techniques. Knowledge of hazards and safety precautions entailed in work activities. Knowledge of the types and uses of heavy equipment related to construction and cleaning of sewer lines. Ability to layout work and supervise a number of work crews performing construction and maintenance tasks. Ability to work from sketches, blueprints, plans and to understand and transmit oral and written instructions. Ability to keep records and prepare reports. Ability to communicate with subordinates and general public, either in oral or written form.

MINIMUM QUALIFICATIONS REQUIRED

High school graduation supplemented by one year course work in planning or sewer construction or water utility system operations and maintenance and five years of service in drain and sewer construction and maintenance; OR any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills and abilities. Possession of a valid New Hampshire Commercial Driver's License (CDL) is required. Water Distribution Grade 3 License preferred, but not required.

PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS

Occasional physical effort required in walking, sitting, standing, climbing and stooping while performing work under a variety of physical and climatic conditions.

Graham, Donna L

From: Roy, Kara
Sent: Monday, May 20, 2019 6:01 PM
To: Graham, Donna L
Cc: Morin, Dave
Subject: Liberty Field

cc Engineering

Good Evening Donna,

Can you put Liberty Field on the agenda for the next meeting?

Thanks,
Kara

Motion by Selectman Roy, seconded by Selectman McGrath, to approve and authorize the scope of services to Weston & Sampson Engineering, Inc., for geotechnical engineering services related to Freedom Field 2 improvements in an amount not to exceed \$9,900, which includes \$2,600 for the boring subcontractor. Said funds are to be requested from the Planning Board using impact fees for recreation, failed 1-4. Selectman McGrath in favor of.

Agenda 5-28-19
8 F.



7 Perimeter Road, Manchester, NH 03103
Tel: 603.263.9296

Freedom Field 2 – Hudson, NH
Weston & Sampson Proposal

May 20, 2019

Mr. Elvis Dhima, PE
Town Engineer
Town of Hudson
12 School Street
Hudson, NH 03051

Re: Proposal for Geotechnical Engineering Services
Freedom Field 2 Improvements
Hudson, New Hampshire

Dear Mr. Dhima:

In accordance with your request, Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to provide you with this proposal for geotechnical engineering services related to the proposed Freedom Field 2 improvements project located off Alvrine High School Drive in Hudson, New Hampshire. Improvements to Freedom Field 2 are needed due to ponded water and apparent high groundwater on the east side of the field that is currently making the field unusable. Our understanding of the project is based our observations and information provided by you during our May 8, 2019 site meeting and on our review of April 2017 Plans prepared for the project by the Town of Hudson.

SITE HISTORY AND EXISTING FIELD

The site is bounded by wooded areas to the south, west, and north and an existing gravel-surfaced parking lot and Freedom Field 1 to the east. Hills Garrison Elementary School and Alvrine High School are located further east of the field. The site was wooded prior to construction of Freedom Field 2, which we understand began around April 2017 and was completed around August 2018. Ground surface grades prior to construction sloped down from the west (El. 166 ft.) to the east (El. 158 ft.) based on topographic data provided by the Town. The elevation datum is not known.

Freedom Field 2 includes an approximately 230 ft. wide by 365 ft. long natural turf field (grass) and grass warmup areas and a gravel surfaced parking lot east of the field. Construction included fills up to 2 ft. in the field and cuts up to 2 ft. in the parking lot and warmup areas. Existing ground surface elevations at Freedom Field 2 slope down from the east (El. 165 ft.) to the west (El. 158 ft.).

We understand that ponded water and wet conditions were first observed by the Town near the east end of the field around April/May 2018. The field was hydroseeded in August 2018 and we understand that wet conditions were not observed by the Town at that time. In April 2019, the Town again observed ponded water and wet conditions at the east end of the field and in the parking lot and warmup areas.

PREVIOUS SITE EXPLORATIONS

A groundwater supply investigation was completed by Weston & Sampson in August 2010 for the Town. The investigation included advancement of three borings (TW-1, TW-2, and TW-3) around what is presently Freedom Field



2. Borings TW-1 and TW-2 were advanced to refusals, which were encountered at depths of 57 and 68 ft. respectively. Boring TW-3 was terminated at 49 ft. Soil conditions in the borings generally consisted of approximately 14 ft. of fine to medium sand with trace to some silt and trace gravel above alternating layers of silt and sand. Groundwater was observed at depths ranging from approximately 1.4 to 2.8 ft. at the time of the borings. Groundwater observation wells were installed in the borings. Additional groundwater level measurements (if any) were not available for review.

SITE OBSERVATIONS

At the time of our May 8, 2019 site meeting, numerous areas of ponded water were observed in the east approximately 75 ft. of Field 2 and in the parking lot and warmup areas. You indicated these conditions have been present since April 2019. These areas were soft and unstable underfoot.

Active seepage was observed from the cut slope east of the parking lot and warmup areas. Evidence of upward vertical seepage ("sand boils") was observed in the parking lot area. A small stream in the wooded area south of the field was directing flow to the southwest corner of the field. The source of the stream was not investigated during our site meeting.

A well installed by the Town is located near the southwest corner of the field. The well casing extends approximately 3 feet above the surrounding ground surface and was completely full of water (to 3 ft. above the ground surface) during our site visit. Installation details for this well were not provided or reviewed at the time of our visit, but if the water level in the standpipe is indicative of actual conditions, an artesian groundwater condition could be present at the site.

PROJECT APPROACH AND SCOPE

Preliminary design of improvements includes raising grades approximately 12 to 24-inches and installing subsurface drainage. The goal of the project is to allow use of the field during most times of the year. We understand that the Town expects that the field may be unusable during and after periods of heavy rain even after improvements are constructed.

The purpose of our services is to review the improvements proposed by the Town, review any additional site information provided by the Town (e.g. existing well installation log), investigate surface and subsurface conditions that may be contributing to the current conditions, provide an opinion on the likely effectiveness of the proposed improvements, and provide geotechnical recommendations for design and construction of the proposed improvements including subsurface drainage details and spacing, as necessary.

Subsurface conditions will be investigated by advancing borings and installing groundwater monitoring wells at different elevations to evaluate the presence of an artesian condition. Since the wet conditions appear to be seasonal and may not be present during periods of drier weather and lower groundwater levels, we recommend completing the borings and groundwater measurements as soon as possible.

Our specific scope of services will include the following items. Our scope does not include design services, preparation of drawings and specifications, and bidding and construction services. Such services, if requested, can be provided for an additional fee.

1. Review information on site conditions available in our files and information on site construction and surrounding features provided to us by the Town.

2. Visit the site to observe features exposed at the ground surface and potential sources for seepage and mark potential exploration locations.
3. Explore subsurface conditions by advancing up to four (4) borings in the field, parking lot, and warmup field areas. Three borings will be advanced to depths up to 8 ft. or refusal to explore shallow subsurface conditions. One boring will be advanced to a depth of up to 30 ft. or refusal. Nested groundwater monitoring wells will be installed in the deep boring. If nesting of wells (installing two standpipes screened at different depths in one boring) is not possible, a shallow well will be installed in an additional boring immediately adjacent to the deep monitoring well.

Borings will be terminated if refusal conditions are encountered above planned boring depths. Our scope does not include rock coring. We assume the borings can be completed in one (1) 8-hour workday. Adjustment to the number and depth of borings could be required to limit the drilling to one (1) day depending on actual conditions encountered.

We will arrange for the borings to be completed by a qualified boring subcontractor. The borings will be completed using an ATV-mounted drill rig and hollow stem auger and drive and wash drilling methods with split-spoon sampling conducted at two- to five-foot intervals. The boreholes will be backfilled with soil cuttings. Excess drill cuttings will be disposed on-site. Permits, bonds, environmental services, special drilling methods, decontamination, off-site cuttings/soil disposal, and snow removal are not included in the cost estimate. Such items will result in additional costs and can be provided by amendment to this proposal.

Our boring subcontractor will contact DIGSAFE to "clear" below-grade public utilities in public streets and easements in the project area following marking. As this service is limited to public utilities in public easements, we will need someone with knowledge of private on-site utilities to approve proposed boring locations.

4. Weston & Sampson engineering staff will monitor the borings in the field, maintain logs of encountered soil and groundwater conditions, prepare boring logs, and measure boring locations relative to existing site features.
5. Weston & Sampson engineer staff will make one (1) additional visit to the site to measure groundwater levels in the monitoring wells installed in the borings.
6. Weston & Sampson will complete geotechnical analyses related to field improvement considering the subsurface conditions and the Town's improvement expectations and prepare a geotechnical letter report that will include the following items as applicable to the project and site:
 - a. Summary of reviewed information and site observations.
 - b. Description of the subsurface exploration program.
 - c. A site plan showing approximate boring locations.
 - d. Boring logs.
 - e. Discussion of the subsurface conditions encountered by the borings including groundwater measurements in the monitoring wells.
 - f. An evaluation and opinion on the anticipated effectiveness of the proposed field improvements including raising grades, subsurface drainage, or both.

- g. Geotechnical recommendations for subgrade preparation, subsurface drainage construction (including typical details and spacing), and fill placement and compaction.

Assumptions:

- The Town will provide available information regarding field construction, site conditions, and site history.
- Permits and/or bonds for subsurface explorations are not required.
- Private utility clearance is not required.
- No restriction on working hours.
- Location of the borings will be based on taped distances from existing features. Elevations will be interpolated from a topographic plan provided by others.
- We can access boring locations with ATV-mounted equipment; snow removal, or other access improvements are not included in our scope of work. Access and right of entry for field explorations will be provided by others.
- Restoration of areas disturbed as a result of our fieldwork (including rutting caused by drill rig equipment) is not included in our scope, beyond backfilling the borings with cuttings and excavated materials.
- Characterization, analyses, relocation, or disposal of the cuttings and excavated materials are not included.
- Our field personnel and subcontractors can perform the work safely in OSHA Level D protection.
- The exploration program, including the number of days of drilling, is estimated based on our current understanding of the proposed project and the general subsurface conditions anticipated for the site. The exploration programs may need to be adjusted based on actual conditions encountered, such as shallow bedrock or thick deposits of loose or compressible materials. You will be contacted of changes to the exploration program requiring additional drilling days (if any) while the driller is on site to discuss the situation with you and revise our scope, schedule, and fee estimate accordingly.
- The depths of the borings are based on our assumption of proposed grades relative to existing grades as stated herein. If deeper borings are required due to the presence of soft, compressible soils, adjustment to the number of drilling days or number of borings will likely be required.

FEE AND SCHEDULE

We propose to conduct the proposed scope of services described above for a lump sum fee of \$9,900, which includes approximately \$2,600 for the boring subcontractor.

We anticipate that our field work can be scheduled within approximately two to three weeks of receiving authorization. Our report can be submitted within three to four weeks of completing our field work. We will accelerate this schedule if possible and can provide preliminary evaluations to the Town as they are developed.

AUTHORIZATION

Consulting engineering services as described above will be provided in accordance with the attached Weston & Sampson General Terms and Conditions, which is an integral part of this proposal. When accepted by you, this proposal and the attached General Terms and Conditions will constitute our Agreement. Please indicate your acceptance by signing and returning one copy of this letter proposal. Also, please sign, date, and return the enclosed Terms and Conditions that are hereby incorporated by reference.

Thank you for inviting us to submit this proposal. We look forward to assisting you with this project. If you have any questions, please contact us at (603) 263-9296 x2321

Very truly yours,
WESTON & SAMPSON ENGINEERS, INC.



Thomas J. Strike, PE
Senior Project Manager



Christopher J. Palmer
Senior Technical Leader

ACCEPTED FOR THE TOWN OF HUDSON, NH

By: _____

Date: _____

Attachment: General Terms and Conditions – May 2, 2017

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated May 20, 2019 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefore, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in,

- under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.
6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
 7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such

suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be

agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any

Agenda
5-28-19
S.H



TOWN OF HUDSON
Office of the Town Administrator
12 School Street
Hudson, New Hampshire 03051

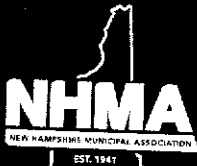
Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: May 21, 2019
Re: NHMA On-Demand Training

Due to the success of the most recent on-demand training covering "Right to Know Law and Effective Public Meetings" that the New Hampshire Municipal Association provided to Hudson elected and appointed officials, I am recommending that the Board schedule another on-demand training session with NHMA in September. I have attached a list of on-demand training that NHMA offers. I am recommending that the Board schedule a training session that covers "Conflicts of Interest and Ethics for Local Officials". I think that this will be of interest to our elected and appointed officials. A consensus of the Board of Selectmen will be sufficient if the Board wants to offer this training in the fall.

Should you have any questions or need additional information, please feel free to contact me.

consensus of BOS to schedule
the training session relating
to "Conflicts of Interest and
Ethics for Local Officials"



On-Demand Trainings

NHMA has a fee-for-service training option*—NHMA *On-Demand*—so member municipalities can get the training they need when they need it. NHMA attorneys are available to travel to member municipalities to present training sessions on the following topics:

Budget/Finance

The Basic Law of Budgeting

Conservation/Recreation

The Conservation Commission: Roles and Responsibilities

Conservation Fund Best Practices

The Recreation Committee

Employment/Labor

Discrimination Issues in the Workplace

Employment Law Overview

Everything You Wanted to Know about FMLA/FLSA...*But Were Afraid to Ask*

Governance

Conflicts of Interest and Ethics for Local Officials

Effective Public Meetings

Select Board & Town Manager: Roles, Responsibilities & Relationships

Select Board's Roles, Responsibilities & Relationships with Other Officials

Workshop for City and Town Councilors, Mayors and Aldermen

Roads & Highways

A Hard Road to Travel: The Intersection of Land Use and Road Law

A Hard Road to Travel: Road Formation, Classification & Discontinuance

Roads: Liability, Regulation & Maintenance

Right-to-Know Law

Public Meetings and Nonpublic Sessions

Governmental Records

NEW: Right-to-Know Law for Law Enforcement

Planning

ZBA Decision Making Process

Planning Board Roles and Responsibilities

Other Topics

The Tax Deeding Workshop

The Art of Welfare Administration

Getting to Know Library Statutes

We encourage the requesting municipality to invite officials and employees from surrounding NHMA-member municipalities to attend and share the cost. To request an On-Demand presentation please send an email to: legalinquiries@nhmunicipal.org.

* Member municipalities paying annual dues in excess of \$15,000 are entitled to one free On-Demand presentation per calendar year.

Each presentation is approximately 2 hours in length and costs \$550.00.