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

June 11, 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

   1) Citizens Traffic Study Committee - (3 vacancies - 3 members; 1 alternate

      R. Susan Horsley

   2) Recreation Committee - (2 vacancies - 1 member term to expire 4/30/2022; 1 alternate term to expire 4/30/2022)

      Thomas Barrett

6. CONSENT ITEMS

   A. Assessing Items

      1) Veteran Tax Credit - Map 197, Lot 132 - 11 Sycamore Street, w/recommendation to grant
      2) Institutional Exemption - Map 183, Lot 11 and Map 190, Lot 15 - Kiwanis Club of Hudson, Inc., w/recommendation to grant

   B. Water/Sewer Items - None

   C. Licenses & Permits & Policies

      1) Request to Solicit Funds - Knights of Columbus

D. Donations

1) $500 donation from Basketball Development School to the Recreation Donation Account
2) Donation of two (2) 32" HD LED monitors and five (5) 256GB SanDisk Ultra Flash Drives from Walmart valued at $485.95 to the Police Department, Criminal Investigations Division

E. Acceptance of Minutes

1) Minutes of the May 28, 2019 Meeting

F. Calendar

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 28, 2019

1) *Motion by Selectman Martin, seconded by Selectman Roy, to promote Public Works Street Foreman Jason Twardowsky to the position of Public Works Supervisor - Streets with an increase in salary to $88,167 (Step 5) in accordance with the Hudson Police, Fire, Town Supervisors Association Contract. This elevation in rank would be effective June 1, 2019, carried 5-0.*

2) *Motion by Selectman Coutu, seconded by Selectman Roy, to list town owned tax deeded property located at 32 Cross Street with DiBernardo Real Estate for $199,900 and authorize the Chairman of the Board of Selectmen to sign the Marketing Agreement with DiBernardo Real Estate for the sale of the property, carried 5-0.*

3) *Motion by Selectman McGrath, seconded by Selectman Roy, to accept an offer by Built Solid Homes, Ken Morgan for $65,000 conveyed via Quit Claim Deed for tax deeded property located at 151 Robinson Road, carried 5-0.*

4) *Motion to adjourn at 11:05 p.m. by Selectman Martin, seconded by Selectman Roy, carried 5-0.*

8. NEW BUSINESS

A. Conservation Commission Member Michael Drouin - Request for Public Hearing

B. Conservation Commission - Merrill Park Asbestos Study

C. Police Department - Request to apply for a Local Giving Community Grant through Walmart between $250 and $5,000

D. Public Works Department - Request to Advertise for a Truck Driver/Laborer Position

E. Recreation Department - Request to use $1,000 from Senior Center Donation Account to Purchase an Outdoor 46" Square Perforated Table from BSN Sports

F. Revenues and Expenditures

G. Agenda Attachments

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; and

RSA 91-A:3 II (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 20, 2019.

Agenda
6-11-19
B.A.1

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

Approved
RECEIVED
JUN 05 2019

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: June 11, 2019

FROM: Jim Michaud, Chief Assessor

RE: Veteran Tax Credit:

11 Sycamore St. – map 197/ lot 132

I recommend the Board of Selectmen sign the PA-29 forms granting a Veteran Tax Credit to the property owner listed below. The resident has provided a copy of their DD-214 verifying that they are qualified for the credit.

William Sturgeon - 11 Sycamore St. – map 197/ lot 132

MOTION: Motion to grant a Veteran Tax Credit to the property owner referenced in the above request.

Agenda 6-11-19 6.A.2

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

Approved

RECEIVED JUN 06 2019 TOWN OF HUDSON SELECTMEN'S OFFICE

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: June 11, 2019

FROM: Jim Michaud, Chief Assessor

RE: Institutional Exemptions – Kiwanis Club of Hudson

I have reviewed and qualified the following application for Charitable Exemptions:

Charitable Exemption Requests – RSA 72:23 V:

Kiwanis Club of Hudson Inc. – map 183/ lot 100 & map 190 lot 15

Completed applications are available in the Assessor's office for your review.

MOTION:

Motion to grant the Institutional Exemption listed to the property owner referenced in the above request.

David S. Morin, Chairman

Kara Roy, Vice Chairman

Roger E. Coutu

Marilyn E. McGrath

Normand G. Martin

Agenda 6-11-19

6.C.1.

TAG DAY SALES
Hudson, NH

RSA 31:91
Soliciting Funds

The right to grant permits for soliciting funds for charitable purposes and for the sale of tags, flowers or other objects for charitable purposes shall be vested in the mayor, aldermen of a city or the selectmen of towns.

Instructions to obtain Tag Day Permit:

1) Submit a letter to the Board of Selectmen at 12 School Street, Hudson, NH 03051, stating the date, time and location that the collection of funds will take place (or fax to 603-598-6481).

2) Indicate how the collected funds will be used/distributed or to whom it will benefit or to whom the funds will be collected on behalf of. Include verification of being properly registered with the NH Attorney General's Office, Division of Charitable Trusts, unless exempt, i.e., governmental subdivisions or religious organizations, who shall provide verification they are the bona fide representative of an exempt entity (RSA 7:19, ct scq).

3) Include name, address, phone number and e-mail of a contact person in case there are questions, concerns or if additional information is required.

4) Include a signed letter of permission from the establishment where the collection of funds will take place.

****

For Office Use Only

Organization Knights of Columbus

✓ Approved _____ Denied by Board of Selectmen on 6-11-19.

If denied, reason _____.

/s/ Mcu

Chairman, Board of Selectmen

Knights of Columbus
Rev. Robert Faucher Council 5162
P.O. Box 42
Hudson, New Hampshire 03051

JUN 05 2019

To: Hudson Board of Selectmen

Date: 6-5-19

On June 21 + 22, 2019, the Hudson K of C Council #5162 would like to solicit donations to benefit the mentally handicapped of New Hampshire.

The times would be 9:00 AM to 3:00 PM and the following businesses would be asked to stand outside wearing appropriate aprons & holding donation containers. In return for a donation, we would then offer a "Tootsie Roll". All monies collected would be distributed to New Hampshire local charities, like Plus Co., Mount Hope, Rainbow Seekers, etc. etc. Our Federal Tax # is 23-7111416

Local businesses:

Market Basket

Respectfully,

Bill Reilly

Community Director
K of C Council
Hudson, NH 03051
Ph: 603-305-5209 (cell)

On NH Charitable Organization List

6-9-19

June 4, 2019

Bill Reilly
Knights of Columbus
Breilly47@aol.com

Dear Bill:

This letter is to inform you that your organization has been granted permission to hold a fund-raising event at the store listed below between the hours of 9:00AM – 3:00PM. **However, it is the responsibility of the organization to acquire the appropriate permits if required by the town**. At the request of our customers, we have put into effect the following guidelines your volunteers are required to adhere to. DeMoulas Super Markets, Inc. has the right to curtail any fund-raising events we feel necessary.

1. Upon arriving at the store you must check in with the store manager.
2. Children under the age of fourteen are required to have adult supervision with them at all times.
3. There should never be more than two people from your organization at the store at any given time.
4. Fund-raising events should take place outside the store at least 10 feet away from the entrance/exit doors. Do not interrupt the flow of traffic entering and exiting the building.
5. All volunteers representing your organization must be well groomed and properly attired. They should present themselves in a courteous and friendly manner at all times.
6. Volunteers must allow the customer to approach them.
7. The person representing you should be located at the entrance door only.
8. If a table is being set up, discuss with the store manager where it should be located.

If you have any questions pertaining to this notice, please contact Lori Page at (978) 851-8000. We wish you luck in your endeavor!

DeMoulas Super Markets, Inc.

STORE LOCATION: Hudson #33 DATE(S): June 21-22

Agenda
6-11-19

TOWN OF HUDSON

RECREATION DEPARTMENT

12 Lions Avenue Hudson, New Hampshire 03051 603/880-1600

JUN 06 2019

TO: Steve Malizia

FROM: David Yates

DATE: June 3, 2019

SUBJECT: Selectmen Meeting Agenda Item

Could you place the following item on the agenda of the next Board of Selectman Meeting.

Received donation to the Recreation Department from BDS – Basketball Development School, 94 Overlook Circle, Hudson, NH 03051 in the amount of $500.00. Request the BOS approval of this amount to be put in the Recreation Donation Account.

Thank You.

Agenda 6-11-19

TOWN OF HUDSON

Police Department

Partners with the Community

1 Constitution Drive, Hudson, New Hampshire 03051
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 886-0605

William M. Avery, Jr.
Chief of Police

Captain Tad K. Dionne
Operations Bureau

Captain David A. Cayot
Administrative Bureau

JUN 06 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police
Captain David Cayot for Chief Avery

Date: 05 June 2019

Re: Agenda Item – 11 June 2019

approved
cc - Police
Finance

Scope:

The Hudson Police Department would like to meet regarding the offer of a donation of two (2) 32" HD LED Monitors and five (5) 256GB SanDisk Ultra Flash Drives which are valued at $485.95. Walmart has offered to donate these to the Hudson Police Department to be used for computer forensic investigations by the Criminal Investigations Division.

Recommendation:

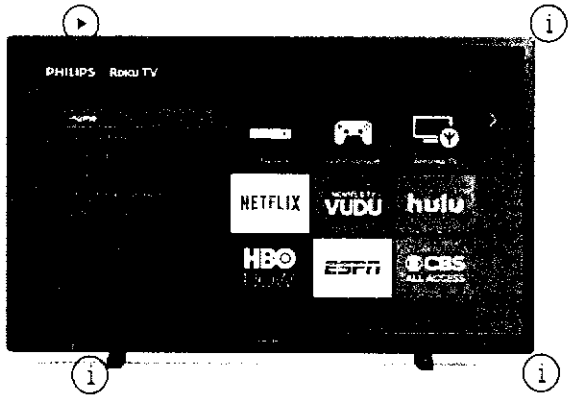
The Hudson Police Department is recommending the Board of Selectmen accept the donation for the two (2) 32" HD LED Monitors and five (5) 256GB SanDisk Ultra Flash Drives which are valued at $485.95.

Motion:

To accept a donation of two (2) 32" HD LED Monitors and five (5) 256GB SanDisk Ultra Flash Drives which are valued at $485.95 for the Criminal Investigations Division.

Electronics / TV & Video / All TVs

NEW! REFURBISHED



Tell us if something is incorrect

Philips 32" Class HD (720P) Smart Roku LED TV (32PFL4664/F7)

11 reviews Philips Walmart # 574296090

$138.00

Free 2-day delivery
Arrives by Thu, Jun 6

Free pickup today
In stock at Portsmouth, 2460 Lafayette Rd

More delivery & pickup options

Add-on services (0 Selected) Select Options

Available Options: Walmart Protection Plan and Expert Home Services.

Qty
1 Add to Cart

Sold & shipped by Walmart

Add to List Add to Registry

Gifting note: Ships in the manufacturer's original packaging, which may reveal the contents

Search

Electronics / Computers / Computer Accessories / USB Flash Drives

SanDisk Ultra CZ48 256GB USB 3.0 Flash Drive - SDCZ48-256G-AW4

6 reviews SanDisk Walmart # 564165279

$41.99 ~~$44.94~~

Only 2 left!

Free pickup today
In stock at Somersworth, 59 Waltons Way

Tell us if something is incorrect

Feedback

TOWN OF HUDSON

Engineering Department

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

TO: Steve Malizia
Board of Selectmen

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

DATE: June 11, 2019

RE: **Timeline of events regarding Conservation Commission Member (Michael Drouin) at 161 Lowell Road.**

Please find below a timeline of the events:

January 7, 2019 – Two Hour Training on Right to Know and Authority/Responsibility

February 12, 2019 – Zoning Variance for 96 units submittal to Zoning Board of Appeals

March 21, 2019 – Zoning Variance Denied

April 2, 2019 – Conceptual Plans Submittal to Planning Board

April 3, 2019 - Mike Drouin requests the developer for a site visit

April 8, 2019 – Guidelines Presented to Conservation Commission

April 23, 2019 – Memo Submitted to BOS related to unauthorized Site Visit

April 29, 2019 – Wetland Special Exemption submittal to Conservation Commission

April 30, 2019 – Planning Board Preliminary Hearing

April 30, 2019 – Zoning Board of Appeals - Wetland Special Exemption submittal

May 8, 2019 – Planning Board and Conservation Commission Site Visit

May 13, 2019 – Conservation Commission Meeting – WSE approval

May 23, 2019 - Zoning Board of Appeals - Wetland Special Exemption submittal

June 12, 2019 – Planning Board Meeting

The next agenda item is unusual for us, as we will be holding a public hearing to determine if we will remove a member of the Conservation Commission. That is not to say we will be taking public input on this issue, it is a hearing being held in public session. I will point out we have a full agenda so if we could avoid unnecessary and redundant comments that will help us have an efficient meeting while obtaining all the information we need to make an appropriate decision.

We are here to determine if Michael Drouin, a member of the Conservation Commission, improperly used his position as a member for the Conservation Commission. It is alleged Mr. Drouin contacted the owner of 161 Lowell Road to schedule a site visit of that property to determine if a Wetlands Special Exception will be allowed. It is alleged that he made this contact without authorization and prior to the submission of a Wetlands Special Exception Application. We will determine if these actions are grounds for removal from the Conservation Commission in accordance with RSA sec. 36-A:3.

The Board of Selectmen will start the process and after they have completed their inquiry Mr. Drouin will be allowed to make an opening statement, present relevant evidence and relevant witnesses. You may ask questions of the witness through the Board. Meaning you will ask me (the Chair) the question and I will inquire of the witness.

All evidence and testimony will be limited to the events surrounding the allegation that Mr. Drouin improperly used his position as a member of the Conservation Commission to schedule a site visit.

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All evidence and testimony will be limited to the events surrounding the allegation that Mr. Drouin improperly used his position as a member of the Conservation Commission to schedule a site visit.

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

5-28-19
8 P.

May 17, 2019

Michael Drouin
6 Coll Street
Hudson, NH 03051

RE: Notice of Right to Request a Public Hearing

Dear Mr. Drouin:

Please be advised that the Board of Selectmen will be considering whether grounds exist for your removal as a Member of the Conservation Commission ("Commission").

According to RSA § 36-A:3, an appointed member of the Commission "may, after a public hearing, if requested, be removed for cause by the appointing authority." The Selectmen are the appointing authority.

The Selectmen intend to consider the matter at their regularly scheduled meeting on May 28, 2019, commencing at 7:00 p.m. You may attend that meeting, which the Selectmen will plan on holding in non-public, unless you request otherwise. You may request a public hearing. If you would like to attend the meeting but are not available on May 28, 2019, please contact me immediately to schedule a date when you will be available.

The Selectmen's consideration of your removal from the Commission is due to information received that you may have contacted the owner of the property located at 161 Lowell Road in your capacity as a Member of the Commission for the purpose of scheduling a site inspection of that property and/or conducting a site inspection of that property, when there was no matter pending before the Commission involving that property, and the Commission had not authorized a site inspection.

You are invited, but not required, to attend the meeting. If you attend, you will be given the opportunity to respond. If you do not attend, the Selectmen may make a decision in your absence. At present, no decision has been made by the Selectmen. The purpose of the meeting is for the Selectmen to consider whether grounds exist for your removal as a Member of the Commission, and to take such action as they deem appropriate, which may include a vote to remove you from the Commission.

Stephen A. Malizia
Town Administrator

TOWN OF HUDSON

Engineering Department

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

RECEIVED
MAY 08 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: David S. Morin, Chairman
Board of Selectmen

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

DATE: April 23, 2019

RE: **Unauthorized and Unwarranted Site Visit Request from Conservation Commission Member (Michael Druin) at 161 Lowell Road.**

Please find below a statement from the Engineering Administrative Aide regarding this matter:

Elvis,
The gentleman that I spoke with yesterday regarding the Wetlands Special Exception (WSE) application for the apartments on Lowell Road was Mark Pilotte, with Dakota Partners.
He is planning on submitting his WSE application by April 29th, in hopes of going before the Conservation Commission at their May 13th meeting. He is hoping to do a Site Walk with the Planning Board after their meeting this coming Wednesday, and was wondering if he could have the Con. Comm. members piggy-back on that site walk as well in order to save time.
In the conversation, though, he mentioned that Mike Druin had called him previously to do a site walk, so he was wondering if that would count. He believes he received that phone call from Mike on or about April 3rd, and thinks Mike may have called because he saw the PB agenda. I told him that I didn't think that would constitute an official "site walk" but that I'd have to check. Please let me know your thoughts.
I did give Randy a heads-up about the forthcoming application via email as well.

Conclusion

This member took it upon himself to schedule a site visit, as a Conservation Commission member, even though this item is currently on schedule to be reviewed by the Planning Board. Currently, there are no Wetland Special Exceptions on the on the Conservation Commission agenda. This member had no authority to request a site visit and is interfering with the Planning Board review and site visit scheduling process.

Malizia, Steve

From: David Morin <d620908@comcast.net>
Sent: Tuesday, April 23, 2019 11:48 AM
To: Malizia, Steve
Subject: Fwd: Wetlands Special Exception Application for Conservation Commission

Begin forwarded message:

> **From:** "Dhima, Elvis" <edhima@hudsonnh.gov>
> **Date:** April 22, 2019 at 16:03:06 EDT
> **To:** Dave Morin <D620908@comcast.net>
> **Subject: RE: Wetlands Special Exception Application for Conservation Commission**
>
> Anytime
>
> E
>
> *Elvis Dhima, P.E.*
> *Town Engineer*
>
> Town of Hudson, NH
> 12 School Street
> Hudson, NH 03051
> Phone: (603) 886-6008
> Mobile: (603) 318-8286
>
> Town of Hudson
> NEW HAMPSHIRE 03051
>
> **From:** David Morin [mailto:d620908@comcast.net]
> **Sent:** Monday, April 22, 2019 4:02 PM
> **To:** Dhima, Elvis <edhima@hudsonnh.gov>
> **Subject:** Re: Wetlands Special Exception Application for Conservation Commission
>
> Thank you sir
>
> On Apr 22, 2019, at 15:49, Dhima, Elvis <edhima@hudsonnh.gov> wrote:
>
>> Dave
>>
>> Mike Druin must have gotten a copy of the planning board agenda, this is not on the com com agenda yet, and called the developer for a site walk
>>
>> Mike identified himself as a com com member and now the developer is asking if that counts as a com com site visit,

Mike should not be doing site visits as a con com member, unless there is a com com item to be processed, its not warranted for and its creating a lot of confusion

Basically we have to explain to a developer that his visit doesn't count as a com com site visit, even though he was there

This item is currently not in front of com com yet for a site visit or as an item

Thank you Dave

E

Elvis Dhima, P.E.
Town Engineer

Town of Hudson, NH
12 School Street
Hudson, NH 03051
Phone: (603) 886-6008
Mobile: (603) 318-8286
<image001.png>

From: David Morin [mailto:d620908@comcast.net]
Sent: Monday, April 22, 2019 3:33 PM
To: Dhima, Elvis <edhima@hudsonnh.gov>
Subject: Re: Wetlands Special Exception Application for Conservation Commission

Elvis

Did members of the Com Com do a site walk and do you know who it was?

Dave Morin

On Apr 22, 2019, at 15:21, Dhima, Elvis <edhima@hudsonnh.gov> wrote:

> Randy
>
> Can you please make sure that the con com members do not go for site visits for planning board items, only com com items
>
> Thank you
>
> E
>
> ***Elvis Dhima, P.E.***
> ***Town Engineer***
>
> Town of Hudson, NH
> 12 School Street
> Hudson, NH 03051
> Phone: (603) 886-6008
> Mobile: (603) 318-8286

<image002.png>

From: Stickney, Doreena
Sent: Monday, April 22, 2019 3:15 PM
To: Randall S.. Brownrigg, Jr <mmbrousn@aol.com>
Cc: Dhima, Elvis <edhima@hudsonnh.gov>
Subject: FW: Wetlands Special Exception Application for Conservation Commission

Hi Randy,

Just FYI, the email below was sent a couple weeks ago to a gentleman who was looking to do a WSE application for the property at 161 Lowell Rd, and the apartments they're looking to put in there.

He was hoping to have the application to us by April 24th (and if not, then no later than the 29th) in order to get on the May 13th meeting agenda - so we'll have it two weeks prior to the meeting. He is also hoping to schedule a site walk with members of the Con. Comm. prior to the meeting if possible. Once I actually receive the application, are you okay with trying to schedule something with the other members prior to the meeting?

He mentioned that Mike Druin already called him to do a site walk, but I don't know if that counts for the rest of you.

Let me know your thoughts, and I'll let you know when I receive the application.

Thank you,

Doreena Stickney
Engineering Administrative Aide
<image003.png>
12 School Street
Ph: 603-886-6008
Fax: 603-594-1142

From: Stickney, Doreena
Sent: Friday, April 5, 2019 4:12 PM
To: 'tjleonard@lawyersnh.com' <tjleonard@lawyersnh.com>
Cc: Dhima, Elvis <edhima@hudsonnh.gov>; Randy Brownrigg (mmbrousn@aol.com) <mmbrousn@aol.com>
Subject: Wetlands Special Exception Application for Conservation Commission

Hello Mr. Leonard,

It was a pleasure speaking with you today. Attached please find our Wetlands Special Exception Application, which is a fillable form, along with a "Notice to Applicants" page. The notice page is included because our deadlines have changed slightly, and we are now requiring the

applications to be received TWO weeks prior to the meeting date, rather than one week.

Just to make it easier for you to mark your calendar, the dates for the next meeting are as follows:

Application Deadline: 12:00 NOON on Monday, April 29, 2019
Meeting Date: 7:00 PM on Monday, May 13, 2019
Buxton Meeting Room at Town Hall, 12 School Street, Hudson, NH 03051

Please remember that we need the original plus ten (10) copies of all materials related to the application. Feel free to give me a call if you have any questions.

Thank you,

Doreena Stickney
Engineering Administrative Aide
<image003.png>
12 School Street
Ph: 603-886-6008
Fax: 603-594-1142

Referred to Bill Collins contacts DES

Agenda 6-11-19 3 B.

Merrill Park Asbestos Study

Merrill Park is a diamond in the rough for the town of Hudson and is sporadically used for river access by kayakers and canoeists. The park is also used by HFD to gain access to the river for water related emergencies. Easily accessed from Fulton Street the park has the potential of offering Hudson residents a great way to access the Merrimack River for recreational boating and fishing activities. In the past, there have been attempts to establish a more robust recreational use of the park but none of the attempts have been successful or long lasting.

Last year the Hudson Conservation Commission established the Merrill Park Subcommittee to study potential uses and possibly revitalize interest in Merrill Park for the public enjoyment. Unfortunately, after review of town records pertaining to the park it would appear that asbestos contamination within the property may be the reason why past projects such as proposed boat launch may have faltered. Preliminary research utilizing the NHDES website provided only minimal information on Merrill Park. We on the Conservation Commission would like to gain a better grasp on any environmental issue and come before this board to seek your approval to proceed with an asbestos site study of the northern portion of the park. (Reference Figure 1)

In an effort to be proactive in the matter the commission has reached out and obtained three quotes from engineering firms who specialize for this type of work. The quotes were forwarded to Town Engineer Dhima for his review to ensure that any work performed would yield solid results that the town could use as part of any future considerations for recreational uses. We have also considered Mr. Dhima's opinion of the three quotes and have tentatively selected Aries Engineering to complete the onsite work and draft the final report which would be filed with the Town of Hudson and the State of New Hampshire for future reference.

Merrill Park is an underutilized natural resource that the Conservation Commission feels could be used to a greater extent if improvements to parking and river access could be accomplished. By completing an asbestos study of Merrill Park the results should show whether or not it is economically feasible to possibly accomplish such improvements either now or in the future.

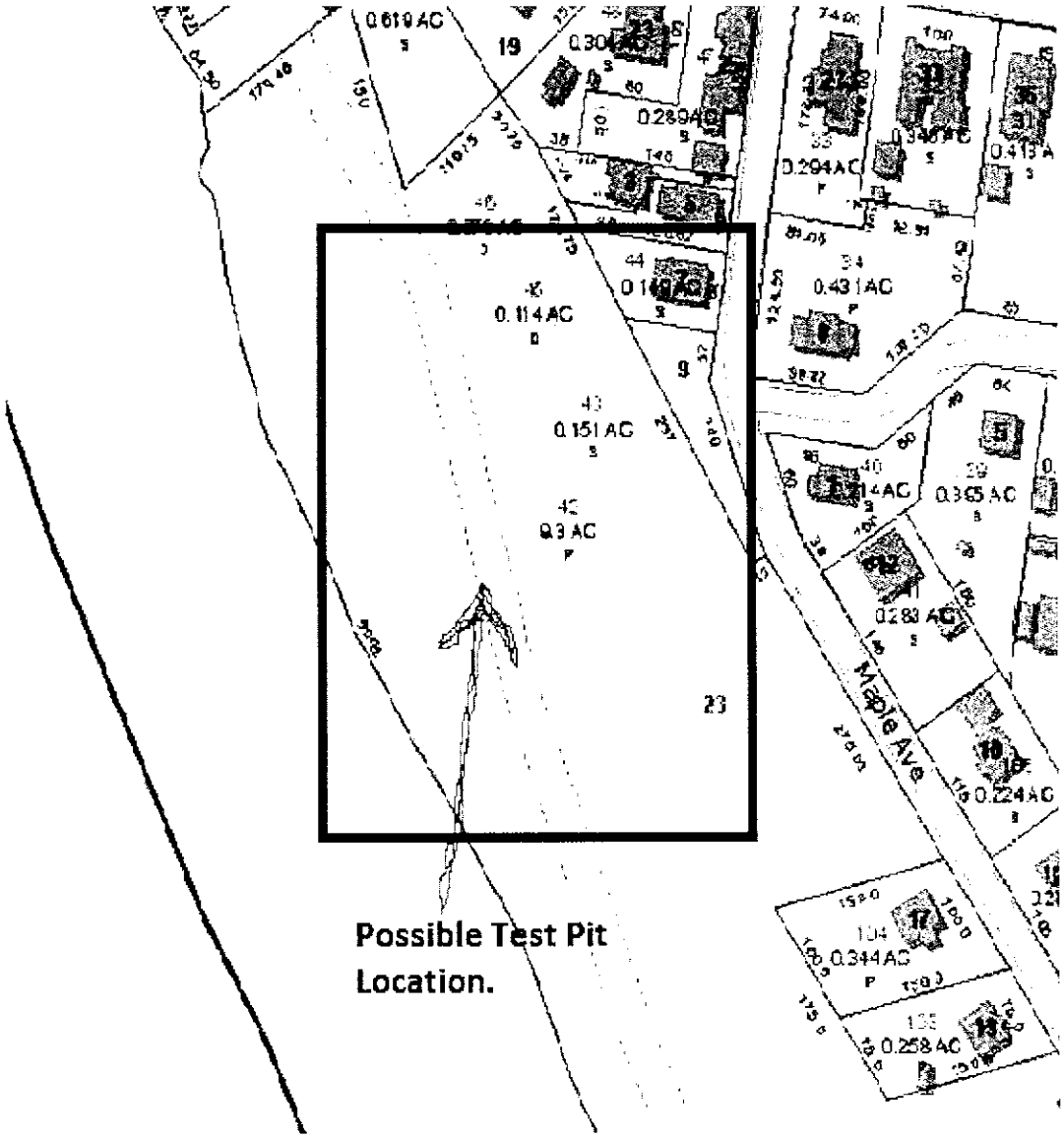


Figure 1: Area of interest for Test Pit and data gathering.

Unfortunately during continued review of these same files it was discovered that there may be an asbestos issue in the park that has prevented further recreational development since that time. The Conservations Commission members have discussed this potential problem within the park and still see Merrill Park as a viable

resource for our community to utilize for recreational purposes. In an ongoing effort to gather environmental data about Merrill Park the Conservation Commission is seeking your approval to move forward with hiring would like your permission to move forward with an asbestos study in the northern end of the park to ascertain as to whether or not future recreational development is feasible. The commission sought and received three quotes from engineering firms who specialize in this type of environmental evaluation and after having the quotes and scope of work reviewed by Town Engineer Dhima has consider Aries Engineering the best company to perform the onsite work and draft the final report which will be filed with the Town of Hudson and the State of New Hampshire for future reference.

It has the potential for passive recreation by residence of the community. The park is underutilized. Was being considered for a trailered boat access back in the early 1990's. A reported asbestos issue deterred the NH Fish and Game from following through with plans to establish a boat launch at Merrill Park. The Conservation Commission established and after some deliberations settled on establishing a river access point that could handle trailered boats. During initial information

OWNER:

TOWN of HUDSON
Hudson Health & Code Department
12 School Street
Hudson, NH. 03051
c/o Bill Oleksak, Health Officer

ADS SITE #085, Pg. 1 of 5.

NH DES-WMD-SWCS
ASBESTOS DISPOSAL SITE
"ADS"
SITE REPORT & HISTORY

File Origination Date: 05/25/84
Previous Inspection : Summer 1998
Report Revision Date: 12/14/99

SITE ADDRESS: 11 Maple Avenue, Hudson

TAX MAP: (47) LOT NUMBER: (139) SITE# (85) CLUSTER# (7)

OCCUPANCY:
OWNER ( ).
RES. TENANTS ( ).
COMMERCIAL ( ).
TOWN PARK (X).

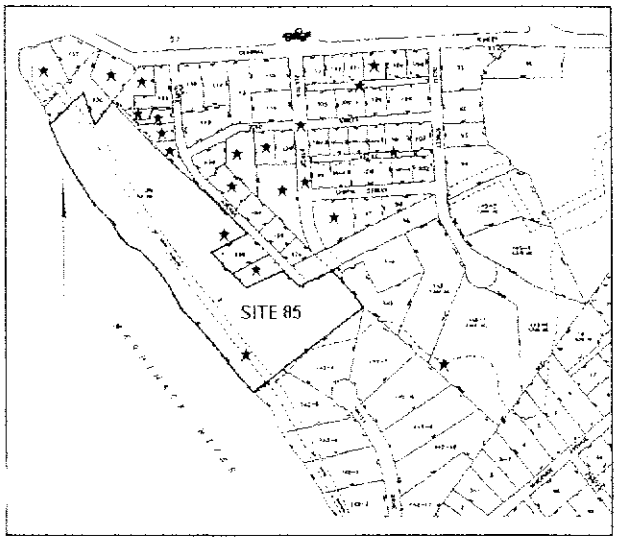
SITE CONDITIONS:

Non–Friable asbestos has been observed exposed on the surface at this site.

DIRECTIONS TO SITE:

From F.E. Everett Turnpike take exit 5 E and travel east on Kinsley Street in Nashua. Cross Main Street and follow the road around curve to its intersection with E. Hollis Street. Turn right onto E. Hollis Street to travel east. Upon crossing the Taylor Falls Bridge over the Merrimack River and entering Hudson, take the third right onto Chase Street. Follow Chase Street until it intersects Central Street. See street map below, and navigate to site from intersection marked on map with car symbol at the top center of map.

STREET MAP:



CURB SIDE PHOTO

SUMMARY OF SITE HISTORY: ADS SITE #085, Pg. 2 of 5.

On May 15, 1984, the New Hampshire Department of Health and Welfare received a report that a grader had encountered asbestos waste material at the Town owned recreational facility off Maple Street in Hudson. An investigation was conducted and samples were collected for laboratory analysis. The results of the analysis were conveyed to the Hudson Board of Selectman in a letter dated May 22, 1984. The letter states that both the friable and the non friable samples tested positive for asbestos. An inspection report dated December 3, 1984, notes that non friable plate waste was observed along the gravel roadways (the former electric railroad bed). An interdepartment communication document indicates that an inspection was conducted in March of 1985. The document states that broken pieces of plate waste were observed on the surface of the ground primarily in the plateau area on the extreme southerly end of the lot over looking the Merrimack River along the sewer easement which crosses First Brook. Hand auguring was performed in the same area to a depth of twelve inches, but failed to expose any deposits of asbestos. Miller Engineering and Testing, Inc. was hired by the Town of Hudson in 1985 to perform split spoon test boring along the sewer easement that runs across the width of this site and along the access road. The final Miller Engineering report was submitted to the New Hampshire Department of Health and Welfare on April 23, 1985. The Miller Engineering report provides the complete set of test boring logs as well as a site diagram indicating the locations from which each boring sample had been taken. The Miller Engineering report indicated that chrysitile asbestos had been present at or near the surface in three boring sites on this lot near the access road (See site Diagram). The next record is an inspection report dated April 9-11, 1991. The report indicates that miscellaneous pieces of plate waste were found in the gravel roadway area and around picnic tables, and also along the river bank and on north side of the entrance road. On April 11, 1991, during an inspection of 9 Maple Street (see report for ADS #78) which abuts this site, friable asbestos wastes were observed on the surface. Further investigation revealed that the area of contamination straddled the property lines between the two lots. The owners of both lots undertook a joint remediation effort in the late spring and summer of 1991. A site work plan was developed by Johnson Wrecking & Salvage of Nashua, and approved by the NH Department of Environmental Services (Department) on May 13, 1991. The remediation site work was completed by the fall of 1991. The Department needs the final project documentation. For that reason, it is not known whether or not the cover conditions meet the Department's minimum recommendation for a 24" soil cover.

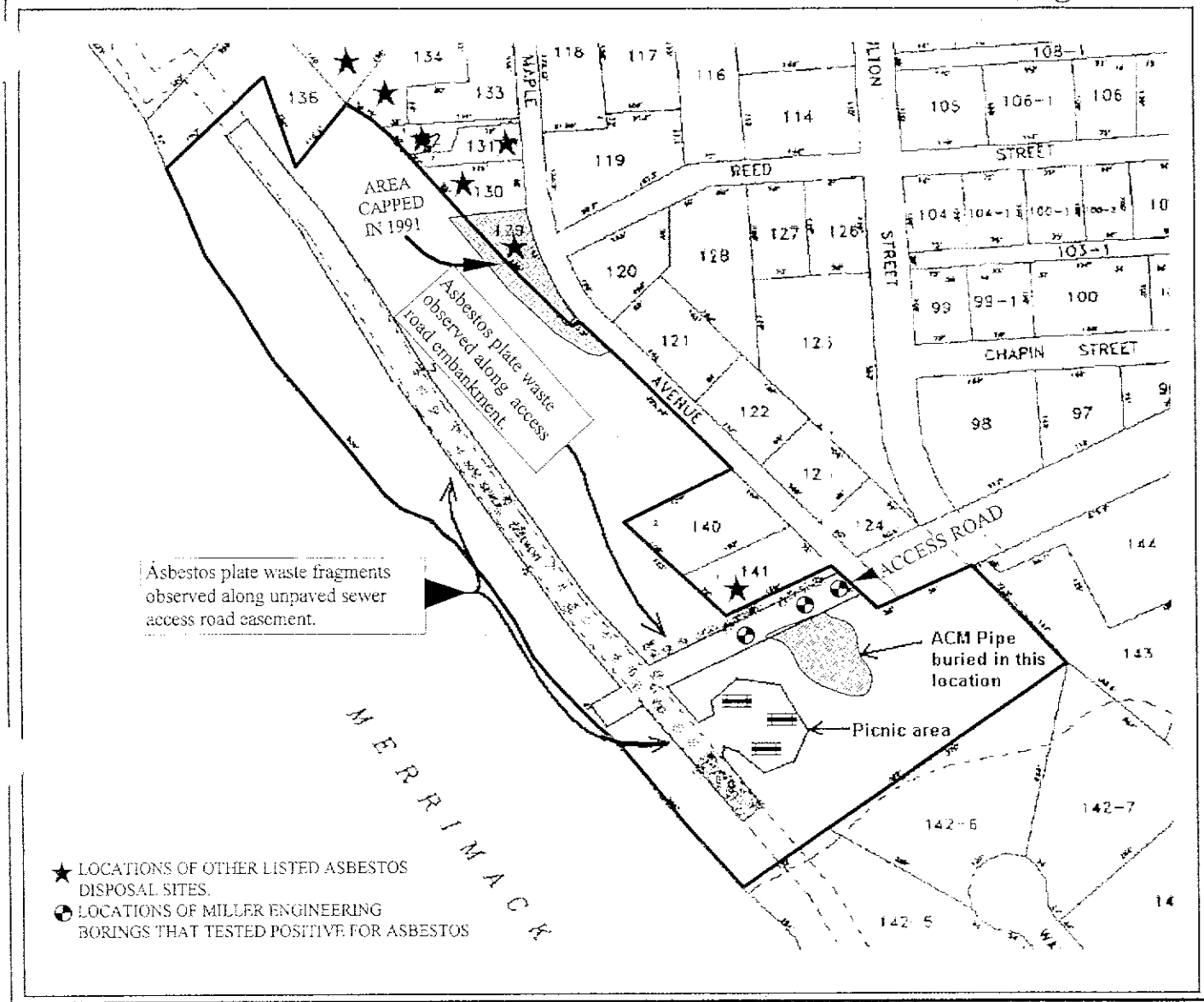
NOTES:

Recent: (Date:_____)

Previous: (Summer 1998)

Asbestos plate waste fragments observed on the surface along length of sewer easement and access road. Asbestos plate and pipe found in a clearing on left side of entry road just inside park. Plate and pipe in the clearing on left side of entry road were buried soon after the Town of Hudson Office of Code Enforcement was notified.

SITE DIAGRAM:



PHOTO, P2 DATE: SUMMER 1998.

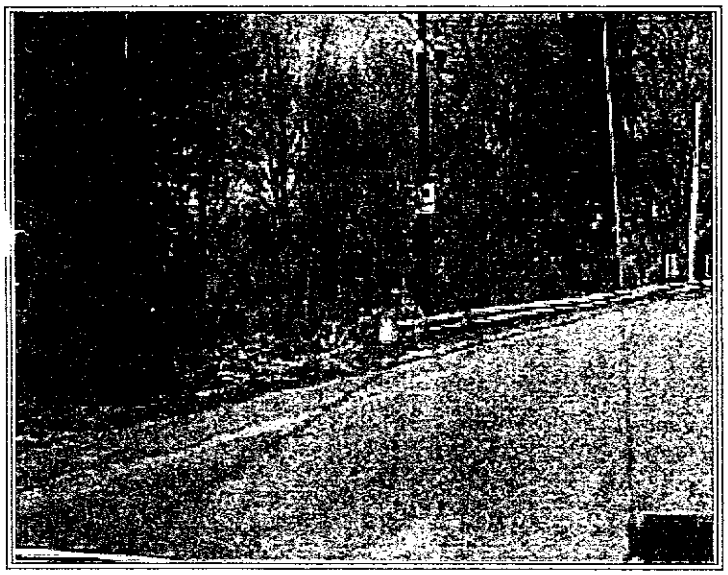
SUBJECT: Access road heading north.

This view is looking north up access road from intersection by picnic area. Fragments of asbestos plate waste have been found along the length of the road from this intersection.

PHOTO, P3 **DATE:Summer 1998.**

SUBJECT: Access road heading south.

This view is looking south down the access road from intersection by picnic area. Fragments of asbestos plate waste have been found along the length of the road from this intersection to First Brook located in a ravine in the background beyond view. The picnic area is on the left out of view in the foreground.



PHOTO, P4 **DATE: Fall 1999.**

SUBJECT: View from Maple Street of 1991 remediated site.

Beyond the guardrail is the steep incline at 9 Maple Street where the joint remediation project took place. The site work plan called for a 24" soil cap. The Department needs documentation (AS-Built) that the 24" cover was applied.

PHOTO, P5 **DATE: Summer 1991**

SUBJECT: Project photo of capped area.

After the completion of the surface clean up, the contaminated area known as asbestos disposal site number 78 (9 Maple Street) was to be covered with 24" of clean fill. The capped area extends beyond the property boundaries of 9 Maple Street and onto this site.

PHOTO P6, DATE: Fall 1998.

SUBJECT: Fill Slopes off Maple Street.

The lots on Maple Avenue and Central Street that abut this site all have level plateaus that end at a steep incline down to a lower level area on this site which has a natural appearing terrain. The rear property lines of those sites also appear to follow the toe of the slope as it parallels Maple Avenue and Central Street. Asbestos and other forms of solid waste have repeatedly been observed on these slopes. This photo shows the slope at the rear of five asbestos disposal sites located on Maple Avenue and Central Street.

PHOTO, DATE:

SUBJECT:

Photo, DATE:

NOTICE: This report was compiled from records maintained by the New Hampshire Department of Environmental Services, Waste Management Division (NHDES-WMD). The material contained in this report, represents a summary of information available at NHDES-WMD relative to asbestos contamination of the grounds at the subject site as of the "Report Revision Date" shown on the first page. Unless otherwise stated, all field observations contained in this report are based upon ground surface conditions seen at the property. Therefore, the information contained in this report may **NOT** provide a complete or comprehensive representation of the asbestos contamination at the site. To schedule an appointment for a file review, contact the NHDES-WMD file review manager at (603) 271-2919.

ARIES ENGINEERING

Environmental Engineers & Hydrogeologist

May 2, 2019
File No. 2019-026

William Collins
Hudson Conservation Commission
12 School Street
Hudson, NH 03051
bcoll66956@comcast.net

Re: Asbestos Assessment Services
Proposed Boat Ramp Area
Merrill Park
Hudson, New Hampshire

Dear Mr. Collins:

Aries Engineering, LLC (Aries) is pleased to submit this work scope and budget estimate to the Hudson Conservation Commission (Commission) to provide asbestos assessment services (services) at the Town of Hudson's Merrill Park property (site) located off of Maple Avenue in Hudson, New Hampshire.

Aries prepared this work scope and budget estimate based on our project discussions and a site visited conducted on April 19, 2019. Aries understands that the site is identified by the New Hampshire Department of Environmental Services (NHDES) as a former Asbestos Disposal Site (ADS) and that prior site inspections by NHDES have identified the presence of asbestos plate waste and other asbestos-containing materials (ACM) in site soils. Aries also understands that the Town of Hudson is interested in developing a boat ramp at the site, but is concerned that asbestos wastes at the site will prevent development of the park as a public boat ramp.

Aries' work scope objectives are to:

1. Assess site soils for the presence of ACM in the approximate location of a conceptual boat ramp, parking area and access road (proposed development area); and
2. Provide an opinion of the presence of asbestos in the site soil, as defined in NHDES Rules Env-Sw 900, Env-Sw 2100 and Env-A 1800.

To meet these objectives, Aries developed the following work scope.

WORK SCOPE

Task 1.0 – Background Data Review and Project Discussions

Aries will review and assess available site data, correspondence and reports and meet with Commission members to discuss potential site development options for the site. As part of this task, Aries will:

1. Review available site records and documents which describe the observed asbestos distribution and extent; and

2. Review available site development plans and assess whether NHDES Brownfields Program grant funding would be available to the Town of Hudson to implement the project if ACM were identified in the proposed site work area.

This task includes one meeting with the Commission to answer questions regarding the proposed project work.

Task 2.0 – Pre-Investigation Services

Aries will develop a site health and safety plan (HASP) for the proposed asbestos assessment field work. The HASP will include local emergency phone numbers and other site-specific safety information to be used by Aries personnel while conducting site field work. Aries will prepare a site-specific HASP for field work to be conducted as part of the site investigation consistent with Occupational Health and Safety Administration (OSHA) 29 CFR 1910.120 requirements.

Aries will also coordinate Dig Safe utility clearance with the selected test pit excavation contractor to identify publicly-owned underground utilities on the site property.

As required by NHDES Solid Waste Rules, Aries will develop a Project-Specific Work Plan in accordance with Env-Sw 2106.04 for pre-approval from NHDES. The Work Plan describes work practices, engineering controls and monitoring protocols specified in Env-Sw 2105 to allow project work to be conducted in a manner that is protective of public health, safety, and the environment. The Work Plan will be submitted to the NHDES and the Town of Hudson Public Health Division for pre-approval prior to the start of work.

Task 3.0 – Subsurface Explorations

Aries will observe up to one day of test pit excavations using an excavator provided and operated by a NHDES-certified ADS contractor to assess the lateral and vertical extent of asbestos waste in the approximate foot print of the proposed development area. The test pit excavations will be extended to the depth of the apparent undisturbed soil, or up to approximately 10 feet below ground surface (bgs).

As to be described in the Project-Specific Work Plan, asbestos fibers and dusts will be controlled during the work with the application of water to the work area material. All soils and debris shall be maintained wet throughout the handling process to minimize airborne asbestos fibers and dust in and around the work area. Work will be halted if visible fiber dust is being generated. Observed ACM will be temporarily stockpiled on plastic sheeting to limit contact with other non-ACM and soils. This work scope task does not include air monitoring or the need for personal respiratory protection (Level C) based on the limited scope of the work and the proposed material wetting engineering controls, which will be further defined in the Project-Specific Work Plan. However, if NHDES requires implementation of an air monitoring program during the work, Aries will prepare an amendment to this proposal for these additional, required services.

Upon completion of each test pit, the contractor will backfill the exploration with the excavated soil. If ACM are observed during the exploration, backfilling of the test pit will be completed by capping the test pit area with a 6-inch cap of clean, imported fill material. The excavation equipment will be decontaminated following each test pit using a water rinse.

While advancing each test pit, Aries' personnel will visually inspect soil samples for the presence of observable ACM and collect representative soil samples for descriptive and laboratory testing purposes.

Aries will submit up to 10 selected soil/fill samples for asbestos content by polarized light microscopy laboratory analysis, or equivalent, to Optimum Analytical and Consulting, LLC (Optimum) of Salem, New Hampshire.

An Aries' geologist or engineer that maintains a NHDES ADS Work Certification will observe the test pit activities, maintain logs for the test pit explorations and will take representative photographs of each test pit location to document Aries' site observations.

The relative location of each test pit will be identified on a site plan. The exact locations of the proposed test pits will be decided in the field at the time of the explorations, with the final test pit locations recorded using a hand-held Global Positioning System (GPS) device.

Task 4.0 – Project Completion Report Preparation

Within 60 days following the completion of the site activities, in compliance with Env-SW 2105.17, Aries will prepare a Project Completion Report (PCR) for submittal to the NHDES and the Town of Hudson Public Health Division that will include:

1. Owner and ADS-Licensed Contractor information contacts;
2. ADS-Licensed Contractor and Qualified Person license and certification numbers;
3. Location of the project site;
4. Date of commencement and date of completion;

5. Brief narrative of the work performed including description and explanation of any deviation/modification to the work plan and any unexpected events;
6. Description of the final Site conditions;
7. Figures depicting the test pit locations;
8. Air monitoring locations and results, if required by NHDES; and
9. Clearance determination signed by the ADS-Licensed Contractor with results of the analysis.

As part of the PCR, Aries will prepare a figure depicting the locations of each test pit exploration and the inferred lateral extent of the observed ACM. Aries' report will summarize Aries' subsurface explorations and soil sample analytical results. Aries will base the report and conclusions solely on the described services. The report will include Aries' opinion relative to the presence of asbestos waste in site soils, and will define the limitations regarding the opinion. Aries' report will include recommendations for additional work, if appropriate, relative to the proposed site development project.

The findings and conclusions of Aries' PCR will be based on our professional judgment after a review of limited information. Because of this limitation, Aries will not be able to represent that the site contains no asbestos wastes or other latent conditions beyond that observed or detected by Aries. However, within this limitation, Aries' assessment will provide a reasonable basis for some conclusions regarding the presence or absence of asbestos wastes on site areas observed by Aries.

SCHEDULE

Aries anticipates completing Tasks 1 and 2 within three weeks of the notice to proceed from the Commission. Subject to NHDES review and approval of the Project-Specific Work Plan and contractor availability, Aries anticipates conducting the test pit explorations within two weeks of NHDES approval. Aries will complete the Project Completion Report within approximately 60 days from completion of the work. Aries will provide a copy of the report to the Commission prior to submittal to NHDES.

BUDGET ESTIMATE AND BASIS OF BILLINGS

The total budget estimate for the described scope of work is $13,500, which includes $7,200 for Aries' services and expenses and $6,300 for outside excavator and laboratory services. A budget estimate summary is presented in Table 1.

Aries will not exceed the budget estimate without your authorization. You will be notified of conditions that require an increase in the budget estimate as soon as they become evident. Should additional work, conferences or meetings be requested beyond the described work scope or budget estimate, Aries would be pleased to provide the additional services in accordance with the attached Fee Schedule.

This work scope is limited to the described asbestos assessment services and does not include any asbestos abatement, remediation or disposal services. If these additional

services are required, Aries would be pleased to prepare an amendment to this proposal for these additional, requested services.

CONDITIONS OF ENGAGEMENT

Conditions of Engagement are described in the attached Statement of Terms and Conditions.

ACCEPTANCE

Please accept this proposal by signing and returning to Aries the attached signature page. This proposal for services, Fee Schedule and Statement of Terms and Conditions constitute the entire agreement between Aries and the Hudson Conservation Commission. This proposal is valid until June 2, 2019.

Aries appreciates the opportunity to provide the Commission with technical assistance on this project. We will begin project work as soon as we receive the signed contract. If you have any questions or need additional information, please contact the undersigned.

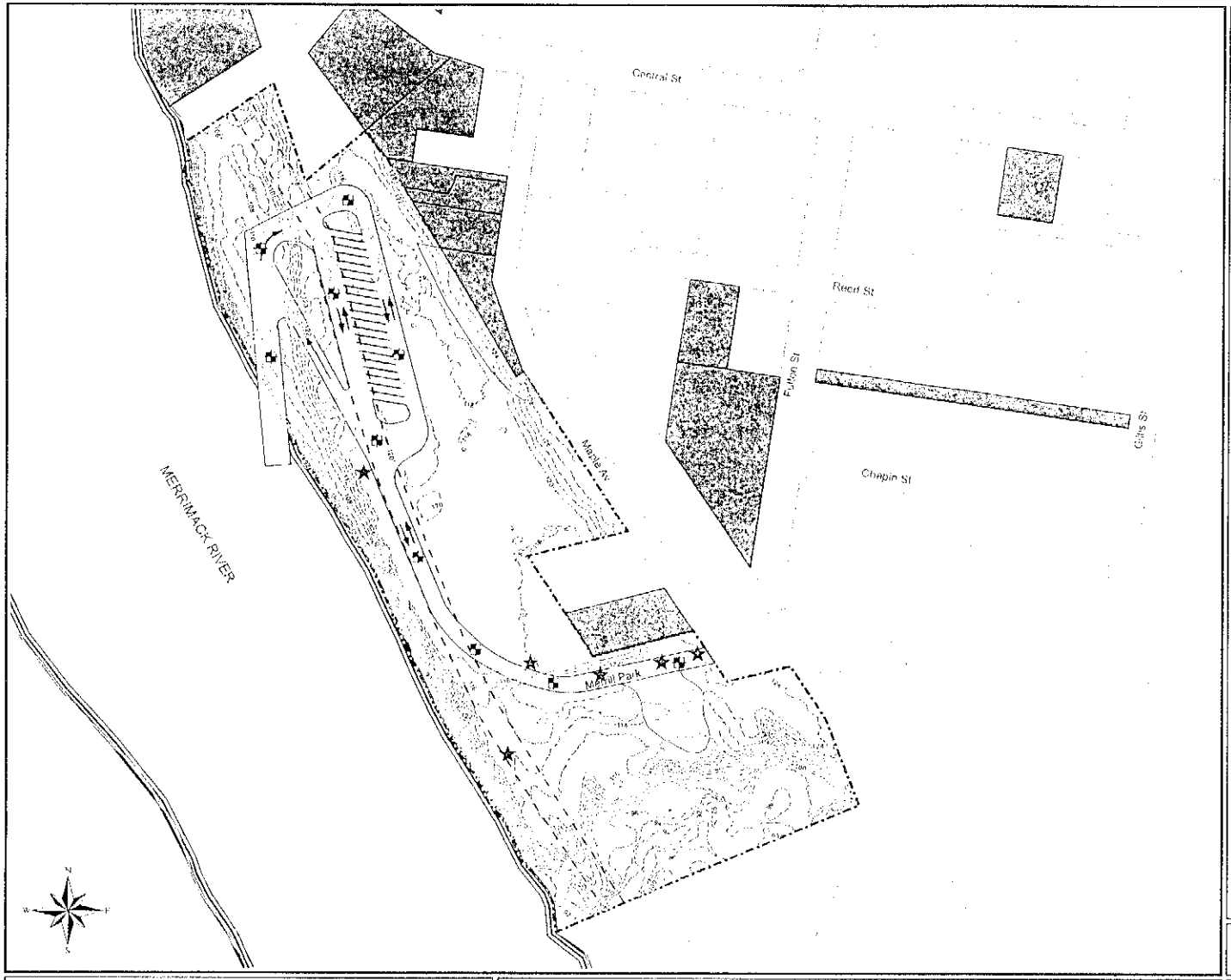
Sincerely,
Aries Engineering, LLC

George C. Holt, P.G.
Principal Hydrogeologist

Kathryn A. Ward, P.E.
Principal Engineer

GCH:kh

Attachments:
- Figure 1 - Proposed Test Pit Location Plan
- Table 1 - Budget Estimate
- Fee Schedule
- Signature Page
- Terms and Conditions



NOTES

1. Plan prepared from basemaps provided by the New Hampshire Geographically Referenced Analysis and Information Transfer System (NH GRANIT) maintained by University of New Hampshire and the NH Office of Strategic Initiatives.

2. Site boundary and building locations are based on an overlay of the site features on Hillsborough County and NH GRANIT GIS data. Therefore, all site features are approximately located.

3. New Hampshire Department of Environmental Services (NHDES) Asbestos Disposal Site (ADS) information obtained from NHDES OneStop online database records.

4. This plan is not to be used for survey, building or boundary purposes.

5. Ground surface elevation contours generated from 2015 Light Detection and Ranging (LIDAR) Bare Earth DEM imagery obtained from NH GRANIT.

6. Depicted proposed boat ramp and parking areas are conceptual and are for planning purposes only.

7. Actual test pit locations may vary.

Legend:

- Proposed Test Pit Locations
- Location of Previously Detected Asbestos Plate Waste Fragments
- Sewer Easement
- Conceptual Traffic Flow Direction
- Conceptual Parking Lines
- 2-Foot Ground Surface Elevation Contours
- Previously Identified ADS Property
- Previously Identified ACM Area
- Conceptual Pavement and Boat Ramp Layout
- Site Boundary
- Property Lines

0 75 150 300 450 600 Feet

Aries Project # 2019-024
File # 2019-024(1)5.19.MDX

ARIES ENGINEERING
46 SOUTH MAIN STREET
CONCORD, NH 03301
(603) 228-0008
www.aries-eng.com

TECHNICAL ASSISTANCE SERVICES
PROPOSED BOAT RAMP
MERRILL PARK
HUDSON, NEW HAMPSHIRE

PROPOSED TEST PIT LOCATION PLAN

MAY 2019

FIGURE 1

TABLE 1

BUDGET ESTIMATE
Asbestos Assessment Services
Proposed Boat Ramp Area
Merrill Park
Hudson, New Hampshire

Task	Aries' Services	Outside Services
Task 1.0 – Background Data Review and Project Discussions	$1,000	$0
Task 2.0 – Pre-Investigation Services	$3,000	$0
Task 3.0 – Subsurface Explorations	$1,200	$6,300
Task 4.0 - Project Completion Report Preparation	$2,000	
Sub-Totals	**$7,200**	**$6,300**
Total	**$13,500**	

NOTES:

1. The proposed budget estimate is based on the assumptions and specifications discussed in the attached work scope. The actual allocation of Aries' project personnel resources and miscellaneous expenses may vary from that shown.
2. This budget estimate is not a guaranteed contract amount; however, Aries will not exceed this budget estimate without your authorization

ARIES ENGINEERING

Environmental Engineers
& Hydrogeologists

FEE SCHEDULE

The Fee Schedule, set forth herein, is incorporated by reference in the Proposal for Services, dated May 2, 2019, File No. 2019-026A, directed to Hudson Conservation Commission ("Client"). These rates are valid until the end of the current calendar year. Aries shall have the right to increase the rates each year effective January 1 of the applicable year. Aries shall limit any rate increase under an existing contract to no more than ten percent per year.

Principal Engineer/Principal Hydrogeologist	$175/hour
Senior Engineer II/Senior Hydrogeologist II Senior Environmental Scientist II/Risk Assessor II/ Senior Occupational Health & Safety Specialist II	$140/hour
Senior Engineer I/Senior Hydrogeologist I Senior Environmental Scientist I/Senior Risk Assessor I/ Senior Occupational Health & Safety Specialist I	$125/hour
Engineer IV/Hydrogeologist IV/Environmental Scientist IV Risk Assessor IV/Occupational Health & Safety Specialist IV	$115/hour
Engineer III/Hydrogeologist III/Environmental Scientist III Risk Assessor IV/Occupational Health & Safety Specialist III	$110/hour
Engineer II/Hydrogeologist II/Environmental Scientist II Risk Assessor II/Occupational Health & Safety Specialist II	$ 95/hour
Engineer I/Hydrogeologist I/Environmental Scientist I Risk Assessor I/Occupational Health & Safety Specialist I	$ 85/hour
Technician III	$ 82/hour
Technician II	$ 80/hour
Technician I	$ 75/hour
GIS Analyst	$100/hour
Draftsman/CAD	$ 75/hour
Account Technician I	$ 65/hour
Technical Intern	$ 48/hour
Clerical	$ 60/hour
Outside Services and Expenses	Cost plus 15%

These rates will be charged for time worked on the project and travel time from Aries' office to the job site or meeting site and return. The Fee Schedule rates do not apply to depositions, court testimony, expert witness services and consulting expert services. Rates for these services will be provided to the client upon request.

SIGNATURE PAGE

This proposal, File No. 2019-026A, dated May 2, 2019, and the Statement of Terms and Conditions attached, are accepted by Hudson Conservation Commission as evidenced by the execution hereof, and such a person so executing the same on behalf of Hudson Conservation Commission does hereby warrant full authority to act for, in the name of, and on behalf of Hudson Conservation Commission (Client).

The Terms and Conditions referred to in this proposal contain very important limitations of liabilities and detail important responsibilities and liabilities of the parties. Therefore, in the event a copy of the Terms and Conditions is not attached to this proposal, the Client is advised to request a copy of those Terms and Conditions from Aries before signing this proposal. In the event a copy of the Terms and Conditions is not attached, the proposal/contract is still governed by those Terms and Conditions. In the event that the owner/Client does not understand the effect of the contract proposal, including any parts of the Terms and Conditions, Client should seek advice from competent legal counsel before executing this binding contract.

Signature	Title
Print Name	Date

for Hudson Conservation Commission

TERMS AND CONDITIONS FOR ENGINEERING AND CONSULTING SERVICES

Client: Hudson Conservation Commission
Proposal: 2019-026A
Date: May 2, 2019

Following are the terms and conditions by which Aries Engineering, LLC (Aries) provides engineering and consulting services to its clients. Taken together with our Proposal, they constitute the agreement between Aries and you. Accordingly, before you sign our Proposal and accept these terms and conditions, you should carefully read the entire document (particularly the sections on "Indemnification", "...Deadline to Assert Claims", and "Limitation of Aries' Liability") to be sure its terms are both fully understood and acceptable.

Throughout these terms and conditions, Aries Engineering, LLC is regularly referred to as "Aries" or "we", the previously-referenced Client is referred to as "the Client" or "you", and the subject work is referred to as the "site".

1. SERVICES TO BE PERFORMED AND CLIENT'S ACKNOWLEDGEMENT OF UNCERTAINTIES IN WORK TO BE PERFORMED - We agree to provide you with those engineering and/or consulting services which are detailed in our Proposal (the "Services").

While engineers and consultants such as Aries normally have a duty to perform their work with a degree of skill and care generally exercised by qualified environmental engineers and consultants in the same area, and acting under similar conditions at a similar site, it is important that you are aware of and accept, before signing this contract, the uncertainties that exist with this kind of work. Specifically, much of the work we do relates to underground conditions where chemicals and objects may be hidden. You acknowledge and accept that our work, as with all sub-surface work, involves some inherent risk of personal injury and property damage (including, for example, cross-contamination of environmental media such as soil and groundwater) which simply cannot be avoided even with the exercise of due care. You also acknowledge and accept, for example, the uncertainty in obtaining local, state or federal approvals and acknowledge and accept that we cannot (and do not) represent or warrant the outcome of any permitting or approval process. Similarly, we cannot (and do not) warrant the accuracy or completeness of the information provided by others.

You recognize and accept that there are uncertainties related to environmental and geological services, which often require a step-by-step approach, with the need for additional services becoming apparent only after the initial stage of the Services. You also recognize and accept that actual conditions encountered may vary significantly from those anticipated based on existing information, that laws are subject to change, and that the requirements of regulatory authority are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional time or costs for us to complete our work, we will promptly notify you and attempt to negotiate changes to our agreement. If we are unable to reach a mutually satisfactory agreement, we will be entitled to terminate the Services and to be fully compensated for Services already performed.

2. PAYMENT FOR SERVICES - Unless we have presented a different billing arrangement in the Proposal, you agree to pay Aries for Services rendered according to our standard schedule of rates, and to reimburse us for all of our expenses. Aries reserves the right to increase its standard rates subject to any limitations, if any, contained in the Fee Schedule. Unless this is a lump sum Proposal, we will bill you every two weeks during the course of our work and send you a final invoice on substantial completion of services. Lump sum proposals will be billed as described in the proposal. We will expect payment of our invoices within 30 days of their date.

If you don't agree with any invoice, you must let us know in writing within 10 days of your receipt of the invoice and, in the meantime, pay any undisputed portion of the invoice when due. Overdue payments will bear simple interest at 18% per annum. If you are delinquent on any payments owed Aries on this or any other project, we reserve the right to suspend or terminate the Services, and collect from you all fees and expenses through the termination date. Exercising our right to terminate or suspend will not prevent us from pursuing other rights and remedies, nor will it create any liability of Aries to you. If we are ever in the position of having to collect overdue amounts from you, you will reimburse Aries for all its costs of collection including reasonable attorneys' fees.

If the cost of the services we will be performing for you under the Proposal will be reimbursed from the Oil Discharge and Disposal Cleanup Fund established by NH RSA 146-D, the Fuel Oil Discharge Cleanup Fund established by NH RSA 146-E, the Motor Oil Discharge Cleanup Fund established by NH RSA 146-F, the Gasoline Remediation and Elimination of Ethers Funds established under NH RSA 146-G or the Methyl t-Butyl Ether Remediation Fund (collectively or individually the "Fund"), and if the Proposal provides for direct payment by that Fund to Aries for those services ("Fund Work"), then Aries waives all claims against you for payment for those services and will seek payment solely from the Fund for those specific services and obtain waivers of claims from Aries' subcontractors. For such Fund work only, the other provisions of this Section 2 of these Terms and Conditions regarding payment by you for those specific services shall not apply, and Client agrees that Aries will submit all of its invoices for work performed in rendering the Services (the "Service Invoices") directly to and will receive payment directly from the Fund, as provided by the Fund rules, for the Services performed on behalf of the Client. However, if the Proposal contains a combination of Fund Work and non-Fund Services, Aries does not waive right to payment for the non-Fund Services and Client will be responsible for payment for that portion of the Services. For Fund work, or that portion of the Services that is Fund work, Client agrees that Aries shall submit its Service Invoices directly to the Fund as the "Applicant" (as defined in Odb Rules). However, in the event that the Fund (administered by the Department of Environmental Services "DES"), rejects the Fund application, then Client shall be responsible for all time and expenses of Aries at Aries' normal billing rates, and any of its subcontractors to the date Aries is advised of the rejection. In the event of such rejection, Client may terminate the contract for any further work or authorize Aries and its subcontractors to proceed with the work at Client's expense.

3. THE CLIENT'S RESPONSIBILITIES - The project we are undertaking may not be successfully completed without your full cooperation with Aries, and there are some tasks we rely on the Client to perform. You grant us, and our employees, contractors and agents, access to the site where the work is to be performed, and if you don't own the site you will obtain written permission from the owner for us to enter. It is the Client's responsibility to secure the approvals, permits, licenses and consents necessary for performance of the Services. You will also provide us with all documents and other information in your possession or reasonably available to you that are pertinent to this project and this site, including information related to hazardous materials or other environmental or geological conditions at the site. We will be entitled to rely on documents and information you provide unless you let us know otherwise in writing when the material is delivered. Whether or not you have any written information on the following subjects (and you should provide it to us if you do), you must notify us before we begin work of all information known to you or even suspected by you concerning (a) the existence or possible existence at or near the site of any hazardous waste, hazardous substances, petroleum product, pollutants or asbestos ("Waste Material") as defined in the federal Water Pollution Control Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Reauthorization Act of 1986, or under the provisions of similar federal, state and local laws or rules; (b) any conditions known to you to exist at or near the site which might represent a potential safety hazard or danger to human health or the environment; or (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws relating in any way to past or present site environmental conditions including the presence of aboveground storage tanks or underground storage tanks.

You accept the responsibility of notifying federal, state, and local officials of site conditions as required by applicable rules, regulations and laws. You also agree to notify federal, state and local officials of site conditions which may endanger public health, safety or the environment. In the event you fail or refuse to notify appropriate officials of site conditions as required by federal, state or local laws and rules, we have the right to so notify and shall have no liability to you or any other entity for any such reports made in good faith.

4. HAZARDOUS MATERIALS - So long as our agreement is in effect, you promise that no Waste Materials will be removed from the site unless and until you sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). It is the Client's responsibility to select the treatment or disposal facility to which any waste is taken. Aries will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any Waste Materials at or removed from the site. Aries will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Waste Materials at or removed from the site, other than laboratory samples we collect.

5. LAB TESTS AND SAMPLES - Aries is entitled to rely on laboratory tests we commission which are conducted using generally accepted methodologies. We will regularly dispose of all water, soil, waste and any other samples we collect at any time after 30 days following the initial submission of our final report to you, and we will charge you for the disposal costs. If you want us to retain samples for a longer period, you may request it in writing and we will comply so long as (a) the extended period of time is reasonable, and (b) you pay in advance (or on request) all applicable shipment and storage charges.

6. REPORTS AND OTHER DOCUMENTS - All written reports, audits, or assessments summarizing the Services and/or our findings, prepared by us and delivered to you (a "Report"), are your property, although if you delay in using or implementing a Report, use it with respect to another site or another project, or share it with a third party, you do so at your own risk and will indemnify Aries from any damage that results. We will perform the Services for your exclusive use, so that you are the only party entitled to rely on the results and then only to the extent provided for in these Terms and Conditions. While you may choose to share the results of our work with others who are not a party to our agreement, you shall explain to them that doing so does not create any duty, responsibility or liability of Aries to them, and that under no circumstances will they be considered a party to, or beneficiary of, our agreement. All other internal information used by us in preparing a Report, such as all data, drafts and internal reports, notes, calculations, estimates, and information prepared by Aries in order for us to provide the Services, will remain our sole property. We will generally retain pertinent documents for 3 years following submission of our final Report to you. Such documents will be available to you upon request and copies will be furnished to you after reasonable notice, for the total costs of reproduction.

7. CONFIDENTIALITY - Recognizing the importance of confidentially to both Aries and the Client, we will each strive to maintain in confidence information about this project; particularly, neither of us will disclose to third parties the terms of the Proposal, and Aries will not, without your prior approval, disclose to third parties our Reports, or information about the site, the project, or your business. There are certain exceptions to our undertaking of confidentiality. Information which is in the public domain or is provided to us by third parties does not need to be kept in confidence. Further, there are some circumstances in addition to those mentioned in the last paragraph of Section 3 in which Aries must make disclosure of some or all of this information; among them when Aries believes disclosure is necessary to: (a) perform the Services; (b) comply with professional standards to protect public health, public safety and the environment; and (c) comply with laws and court orders. We will make reasonable efforts to give you prior notice of any disclosures under (b) or (c). You will reimburse Aries for responding to any subpoena or governmental inquiry related to the Services, at Aries' standard rates then in effect, and this obligation will continue even after we complete the Services.

8. INSURANCE - During our performance of the Services we will maintain workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. We will promptly furnish you certificates of insurance on request. We will also consider your written request to purchase project-specific insurance provided it is commercially available and you pay the premium in advance. The existence of insurance or the amounts of that insurance shall not be deemed to increase any of the duties or liabilities of Aries under this contract. That insurance may exist, shall not waive any limitations of liability or caps on liability/damages otherwise stated in these Terms and Conditions.

9. LIMITATION ON ARIES' LIABILITY - To the greatest extent allowed by law, Client agrees that Aries' (including any liability, if any, of Aries former, current or future officers, directors, agents, employees, successors and assigns) aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character (including, but not limited to personal injury and property damage), arising out of or in anyway related to this Contract, the Services or the Site, shall be limited to the greater of fifty thousand dollars ($50,000) or the total amount of compensation received by

Aries under this contract. This limitation of liability applies even if Aries was negligent or otherwise at fault and thus limits Aries liability (including any liability, if any, of Aries' former, current or future officers, directors, agents, employees, successors and assigns) even for its own negligence or fault.

Client expressly waives any claims against (including any liability, if any, of Aries' former, current or future officers, directors, agents, employees, successors and assigns) Aries beyond the dollar limits specified in this Section. Under no circumstances will Aries be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential or punitive damages.

10. ALTERNATIVE DISPUTE RESOLUTION AND DEADLINE TO ASSERT CLAIMS - Client and Aries agree that they will make a good faith effort to resolve any dispute relating to or arising from this Contract or the Services without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternative forms of dispute resolution, including mediation (or arbitration if both sides agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, Aries reserves the right to suspend its Services hereunder and shall so timely notify the Client.

This section shall not preclude either party from immediately filing suit for injunctive relief if that party reasonably believes such suit is required to prevent irreparable harm. Further, this section shall not prevent either party from filing a civil action if the applicable statute of limitations period (or shorter contractual limitation period) to file suit is soon to expire.

If for any reason you believe or feel that Aries has breached its duties or obligations under or related to this contract, you agree to notify Aries within 30 days of your discovery of the problem (and in no event, later than 120 days after we substantially complete, or stop, our work) and give us a reasonable opportunity to correct the deficiency. If you have not timely satisfied these notice requirements, you agree not to assert any claims or lawsuits against Aries, its (past, present or future) officers, directors or employees for any reason and you waive all other claims.

11. INDEMNIFICATION AGAINST THIRD PARTY AND OTHER CLAIMS - Unless the injury is directly caused by our negligence or intentional misconduct, you agree to assume responsibility for and defend, indemnify and hold harmless Aries, its (past, present, future) directors, officers, employees, agents, successors and assigns, from and against any and all claims by you or a successor in interest, or from third party claims against us for damages and costs, liability or expense, whether direct, indirect, economic or consequential, including reasonable attorneys' fees and court and arbitration costs, where such claims against Aries are in any way: (a) related to this project, the site, (including above ground, surface and subsurface related injury, harm or damage of any kind) or our provision of the Services; (b) are based in any way upon the existence, release, removal, remediation, assessment, or study of hazardous materials; or (c) result from the acts, omissions or work of others (including, without limitation, you and your subcontractors).

12. ADDITIONAL REMEDY - In addition to our right to terminate services as discussed elsewhere in these terms and conditions, upon any material breach by you of the other terms and conditions of our agreement, we may, at any time, immediately suspend the provision of Services and promptly notify you of the reason. If you fail to remedy the breach within 10 days of the date of our notice, we may elect to terminate Services without waiving any other rights or claims we have.

13. MISCELLANEOUS TERMS - This agreement is intended to be governed by and enforceable in accordance with the laws of the State of New Hampshire. The provisions of these terms and conditions are severable. The invalidity of any part of these terms and conditions will not invalidate the remainder. These terms and conditions cannot be modified orally or by any course of conduct, only by a written modification signed by both of us. These terms and conditions take precedence over any inconsistent or contradictory provision contained in any purchase order, proposal, contract, requisition, notice to proceed, or like document you may issue. Neither of us will assign any part of this agreement except with the other's prior written consent, subject to our right to subcontract portions of the Services in the ordinary course of our business.

Wilcox & Barton INC.
CIVIL · ENVIRONMENTAL · GEOTECHNICAL

May 2, 2019

Town of Hudson, New Hampshire
Hudson Conservation Commission – Attn: Bill Collins
12 School Street
Hudson, New Hampshire 03051

RE: Proposal for Test Pit Excavation and ADS Work
Parcel Id 182-042-000, Designated as Merrill Park
Hudson, New Hampshire

Dear Mr. Collins:

Wilcox & Barton, Inc. is pleased to present this scope of work for test pit excavation and Asbestos Disposal Site (ADS) work at the above-referenced property in Hudson, New Hampshire. Wilcox & Barton, Inc. has prepared this proposal pursuant to the information you provided in your email dated April 16, 2019 and as discussed during our site visit on April 19, 2019.

The property is identified as Parcel Id 182-042-000 and is comprised of 9.3 acres of undeveloped land designated as Merrill Park. The potential future use of the property includes a trailed boat ramp with parking on a gravel base for 15 to 20 vehicles with trailers. According to the New Hampshire Department of Environmental Services (NHDES), the subject property has asbestos-containing materials (ACM) present in subsurface soil and is considered an ADS site. It is listed as NHDES Site ID: 200409104.

1.0 TEST PIT EXCAVATION

Wilcox & Barton, Inc. proposes the excavation of test pits to evaluate the presence/absence of asbestos-containing materials in subsurface soil. Test pit excavation locations will be limited to areas proposed as a boat launch ramp, parking lot, and access roadway. For the purposes of this scope, the excavation depth will be limited to the depths necessary for the planned land redevelopment.

1.1 Dig-Safe Pre-Marking and Safety Planning

Wilcox & Barton, Inc. will visit the site to pre-mark the proposed test pit investigation areas and will coordinate with the contractors to confirm that Dig-Safe has cleared the areas prior to initiating soil-intrusive activities. In addition, a Health & Safety Plan will be prepared to cover proposed subsurface investigation activities, traffic control, and potential exposures to chemical contaminants.

1.2 NHDES File Review

Wilcox & Barton, Inc. will visit the NHDES Asbestos Program in Concord, New Hampshire and review existing ADS files for the property. This information will be incorporated into the ADS Work Plan.

1.3 ADS Work Plan

Wilcox & Barton, Inc. will prepare an ADS Work Plan to document work practices during excavation of soil containing ACM at the site. Prior to implementation of the ADS Work Plan, the NHDES will review the work plan to confirm that the proposed approach:

1. Is protective of public health, safety, and the environment; and
2. Does not cause a release of asbestos fibers to the environment, including any release identified in Env-Sw 2104.02.

The proposed costs outlined below include addressing one round of NHDES comments. Subsequent NHDES comments will be billed on a time & materials basis using the unit rates provided in our Schedule of Fees.

1.4 ADS Soil Excavation Contractor

Wilcox & Barton, Inc. will retain the services of Peniel Environmental (Peniel) to perform the work.

1.5 Test Pit Excavation Oversight

Wilcox & Barton, Inc. will provide oversight during the test pit excavations performed by Peniel. If required, air sampling will be performed by ADS qualified personnel during setup, test pit excavation, and demobilization. Air samples will be submitted to a certified laboratory for analysis by phase contrast microscopy (PCM) using the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

Test pits will be advanced to depths of approximately 2 feet below ground surface (bgs) in the parking lot and roadway areas. The excavation depth in the boat launch area will be dependent upon location, as determined by the Town. During test pit advancement, soil will be classified using a modified Burmeister Soil Classification System and inspected for suspect ACM. Field observations will be recorded during the investigation in a Wilcox & Barton, Inc. field logbook.

Based on field observations, bulk samples of suspect ACM (if present) will be submitted for laboratory analysis of asbestos fibers using Polarized Light Microscopy (PLM) and/or Transmission Electron Microscopy (TEM). Material with an asbestos content greater than one percent (>1%) is considered an ACM by the U.S. Environmental Protection Agency.

1.6 ADS Completion Report

At the completion of the project, Wilcox & Barton, Inc. will prepare an ADS Completion Report that provides a summary of the test pit excavation activities, observations, and sampling results.

2.0 FEE

The following budgetary estimates are provided by line item. Wilcox & Barton, Inc. has provided a day rate for the test pit excavation oversight with an estimated total fee; actual costs will be determined based on Contractors schedule.

Task	Description	Basis	Estimated Fee
1.1	DigSafe Pre-Marking, Safety Planning, & Project Management	Lump Sum	$1,500
1.2	NHDES File Review	Lump Sum	$1,000
1.3	ADS Work Plan Preparation	Lump Sum	$3,500
1.4	ADS Contractor (Peniel Environmental)*	Cost + 15%	$5,428
1.5	ADS Oversight Full-day Oversight ($1,300 per day)*	Lump Sum*	$1,300
	Asbestos bulk sample analysis by PLM	Unit rate	$18/sample
	Asbestos bulk sample analysis by TEM	Unit rate	$65/sample
	Asbestos air sample analysis by PCM	Unit rate	$18/sample
1.6	ADS Completion Summary Report	Lump Sum	$2,500

* Day rate is based on one abatement project monitor, standard 8-hour on-site workday (Monday through Friday) including field oversight, one work vehicle, field equipment, supplies, and in-office project management.

The proposed total cost outlined herein is **$15,228**, plus the cost of analytical samples at the unit rates shown. The daily rate for oversight activities is based on an 8-hour on-site work shift during regular business hours. If extended shifts, multiple shifts, or shifts outside regular business hours are used, the daily rate will be modified.

3.0 SCHEDULE

Promptly following receipt of authorization to proceed, Wilcox & Barton, Inc. will coordinate a file review with the NHDES and begin preparation of the ADS Work Plan. The test pit excavation will be scheduled immediately following NHDES approval of the ADS Work Plan.

Thank you for giving Wilcox & Barton, Inc. the opportunity to provide a proposal for this project. Please do not hesitate to call me at (603) 557-2631, if you have any questions or require additional information.

Very truly yours,

WILCOX & BARTON, INC.

Mark A. Yiatras, P.G.
Senior Geologist

Attachment: Customer Acceptance
Wilcox & Barton, Inc. Standard Rate Sheet
Standard Terms and Conditions

Wilcox & Barton Inc.
CIVIL · ENVIRONMENTAL · GEOTECHNICAL

Customer Acceptance

Proposal: **Proposal for Test Pit Excavation and ADS Work**
Parcel Id 182-042-000, Designated as Merrill Park
Hudson, New Hampshire

Proposal Date: May 2, 2019

Please indicate your acceptance of this proposal by signing below, initialing all pages and the attached Terms and Conditions, and returning a copy that will serve as our authorization to proceed. In signing this proposal (contract), the Client authorizes Wilcox & Barton, Inc. to complete the professional services outlined in this contract in accordance with the attached Terms and Conditions.

The client acknowledges that payment for services will be rendered upon receipt of invoice, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and work may be stopped until payment is made in accordance with the agreement.

Accepted By:

_____
Authorized Representative of the Client

_____ _____
Print Name & Title Date

WILCOX & BARTON, INC.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "Terms") are submitted by Wilcox & Barton, Inc. (the "Company") in conjunction with a Proposal for Service (the "Proposal") to Client (as defined on the order form) and are made, and will remain, a condition thereof. Upon acceptance and execution of the Proposal by the Client, these Terms will become effective and binding. These Terms shall apply to any subsequent revision of the Proposal unless otherwise expressly provided in writing at that time.

1. Proposals are valid for a period of forty-five (45) days. After forty-five (45) days the Company reserves the right to revise proposals to allow for changing costs, workloads, regulatory requirements, or other factors.

2. The technical and pricing information in the Proposal is the confidential and proprietary property of the Company, and shall not be disclosed or made available to third parties without the written consent of the Company.

3. The Company shall endeavor to submit invoices to Client on a monthly basis unless agreed otherwise in writing. Payment is due upon receipt of the invoice. All payments shall be made by either check to an address specified by the Company or by or electronic transfer to an account designated in writing by the Company. The Company reserves the right to assess interest at a rate of up to one-and-one-half percent (1.5%) per month on any amount due in excess of thirty (30) days past the invoice date

   Client acknowledges and agrees that if Client's payment is more than sixty (60) days past-due from the invoice date, the Company may institute collection action against the Client. Client further agrees to pay all collection costs, including legal fees, associated with collection of the past-due invoice.

   Client agrees that if payment is not made in full, Client shall have no right to any document prepared by the Company and the Company reserves the right to require the return of any documents submitted to the Client or others.

   Client must submit any dispute to an invoice in writing to the Company within fifteen (15) days of receipt of an invoice. Otherwise, thereafter, the invoice will be considered correct and Client waives the right to dispute the invoice

4. The proposed fees and schedule constitute the Company's best estimate of the charges and time required to complete the project. Client acknowledges and agrees that as the project progresses, the environmental conditions, changes in the law, or other unknown facts or events may dictate revisions in scope, schedule and fee. The Company will inform the Client of such situations so that revisions can be accomplished.

5. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide access to the project site, necessary facilities or required information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of a public enemy, or acts or regulations of any governmental agency.

6. Where payment is based on time-and-materials the Client agrees that the following will apply:

   a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging of office work is one-quarter (1/4) hour. There is no premium charge for overtime unless specifically agreed upon. Where applicable, rental and testing charges will be applied to the project to cover the cost of pilot-scale facilities or sophisticated apparatus, instrumentation or other technical machinery. The Client will be advised of same prior to the start of an assignment.

   b. Expenses which will be charged separately to Client include travel and living expenses of personnel when away from the home office on business connected with the project; identifiable communication, shipping and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the project. An administrative and handling charge will be added, in accordance with Environmental Services' Schedule of Fees.

7. If subsequent to Client's acceptance and execution of a Proposal, the Company determines that specialized equipment must be obtained to perform the services, the Client will be notified of the cost of such equipment and the Client may choose either to acquire or obtain the equipment directly or to have the Company acquire or obtain the equipment, in which case the cost of the equipment and the obtaining thereof will payable by Client upon demand as a reimbursable expense.

8. The Company reserves the right to suspend or terminate services for any reason after giving seven (7) days written notice to the Client. The Company may immediately cancel the project and discontinue its services at any time, without notice, for cause, which shall include, but not be limited to, Client requests for the Company to perform services that would be illegal or unethical; Client failure to provide the Company access to the project site, materials or facilities necessary to perform its work; and Client failure to remit payment within forty-five (45) days after the invoice date. Further, if at the time of termination or suspension, Client has invoices outstanding for thirty (30) days or longer, the Company may withhold any work until it has been paid in full.

   No cancellation of this project by Client will be effective unless written notice thereof has been received by the Project Manager of the Company.

If work is cancelled by either party, Client shall remain fully liable for and promptly pay the Company the full amount for all services rendered by the Company to the date of cancellation of services, including all retained billings, if applicable, plus cancellation charges. Cancellation charges will include personnel and equipment rescheduling or reassignment adjustments and all other related costs and charges directly attributable to the cancellation (collectively, the "Cancellation Charges"). If work is cancelled by the Client without cause, the Client shall pay, in addition to all other amounts due to the Company, an early termination fee equal to fifty percent (50%) of (i) the remaining fees are due to the Company under the Proposal (for a "Lump Sum" contract) or (ii) the anticipated fees due to the Company under the Proposal were the project completed (when billing on a time-and-materials basis) (the "Early Termination Fee"). If cancelled, a final invoice will be calculated on the first (1st) or fifteenth (15th) of the month (whichever comes first) following the effective date of such cancellation.

a. Where payment is based on a "Lump Sum" contract, Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus the Cancellation Charges and the Early Termination Fee, if applicable.

b. Where payment is based on time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation, plus the Cancellation Charges and the Early Termination fee, if applicable.

9. The Company's work will be performed in accordance with generally accepted professional standards.

The services of the Company shall be rendered without any warranty, express or implied. In no event shall the Company be liable for special, incidental or consequential damages of any kind arising out of the services performed under the Proposal by the Company, its agents, employees or other representatives, even if the Company has been advised of the possibility of such damages.

The Company does not represent or warrant that any permit or approval will be issued by any governmental body. The Company will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, the Company does not guarantee that any such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their applications for permits or approvals are advised to obtain legal or other appropriate counsel.

The Company does not represent or warrant that the reports drafted pursuant to the Proposal will be accepted by any governmental body. The Company will endeavor to supply Client with reports that are adequate to meet regulation/certification requirements and other requirements of any governmental body, but the Company cannot guarantee that any such reports will receive favorable treatment by a governmental body. Some governmental bodies have authority to audit reports submitted to them. The Company does not guarantee that any reports drafted pursuant to the Proposal will not be subject to an audit.

10. All documents, data, drawings, diagrams, specifications, calculations, reports, processes, data, and all other documents developed under the Proposal are Work Product of the Company and shall remain the exclusive property of the Company. The Company maintains all of its rights, title, and interest in any and all Work Product, whether arising from copyright, patent, trademark, or any other state, federal, or common law intellectual property right law or doctrine. The Company maintains any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use.

The Client recognizes that the services and contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of Client. The contents of any project reports and associated documents shall not be quoted or otherwise referenced or furnished to any other person, and no other person shall be entitled to rely thereon, without the Company's prior written consent.

11. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human error, or other causes. Electronic Files are provided for convenience and informational purposes only and are not finished Product. The actual hardcopy documents, together with any addenda or revisions, are and will remain the official copies of all documents. The Company makes no representation of the accuracy or completeness of any accompanying Electronic Files. Client waives any and all claims against the Company that may result in any way from the Client's misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.

12. The Company will maintain at its own expense Worker's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and upon request will furnish the Client a certificate to verify the same.

13. Client and the Company have discussed the risks, rewards, and anticipated outcome of the project described in the Proposal and an estimated total fee for services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate of the Company and its officers, directors, employees, agents, and independent professional associates and consultants, to the Client, and anyone claiming by, through, or under the Client for any and all injuries, claims, losses, expenses, or damages whatsoever related to the Company services shall not exceed the lesser of (i) the total compensation received by the Company under this agreement or (ii) the total amount of $25,000.00. This limitation will apply regardless of legal theory and includes, but is not limited to, claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of the Company or its officers, directors, employees, agents, or independent professional associates or consultants.

The Company's calculation of fees, either hourly or lump sum, is based upon and conditioned on Client's acceptance of and enforcement before a Court or Arbitrator of this Limitation of Liability. A request by the Client to increase the limit of liability must be made to the Company in writing at the time of the Client's acceptance of the Proposal. The Company may agree to increase the limit of liability in consideration of additional payment by the Client. The increased limit of liability will become effective upon agreement on the fee and execution of the Proposal.

14. The Client agrees to hold harmless, indemnify and defend the Company, its employees, officers, directors, agents and subcontractors against all claims, suits, fines, penalties, damages or losses, including attorneys' fees and other costs of settlement and defense, which arise out of, or are related, to the Proposal or the Company's performance of services thereunder, except to the extent they are caused by the Company's negligence or willful misconduct.

15. In the event that the performance of the services under this Proposal requires the engagement of a Licensed Site Professional (LSP), Licensed Environmental Professional (LEP), or similar professional registered with and subject to the laws and regulations promulgated by the State in which the services are provided (collectively the LSP/LEP Program), the following will apply:

    a. Under the LSP/LEP Program, and under certain circumstances, the LSP/LEP owes professional obligations to the public, including, by way of example and without limitation, a duty to disclose the existence of certain contaminants to the [Commonwealth of Massachusetts in circumstances of "imminent hazards" as defined by the Massachusetts Contingency Plan.]

    b Client understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP Program conflict in any way with the terms and conditions of the Proposal or the wishes or intentions of Client, the licensed professional is bound by law to comply with the requirements of the LSP/LEP Program. Client recognizes that the licensed professional is immune from civil liability resulting from any such conflict.

    c. Client agrees to indemnify, defend and hold harmless the Company from and against any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP Program.

16. In the event that the performance of the services under the Proposal requires the Company to access the site to conduct site reconnaissance, surveys, borings, or other explorations, the Company will take reasonable precautions to minimize damage to the site from use of equipment, but, absent negligence or willful misconduct on the part of the Company, its agents, or employees, The Company shall not be responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from the Company's operations has not been included in its fee, unless specifically stated in the Proposal, and will be the responsibility of Client.

17. In the event that samples collected by the Company or provided by Client, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including, but not limited to, samples or wastes containing hazardous materials, said samples or wastes remain the property of the Client and the Client will have the responsibility for them as a generator. Client acknowledges that Company has not generated or released and, is not responsible, in whole or in part, for the presence of any hazardous materials, pollutants or other potentially dangerous substance at the site. Only if set forth in the Proposal, the Company will, at Client's expense, perform necessary testing, and either (a) return said samples and wastes to Client, or (b) using a manifest signed by Client as generator, have said samples and wastes transported to a location selected by Client for treatment, storage, or disposal. Client acknowledges and agrees that, to the extent the Company transports wastes or samples at the request of the Client, the Company is working as a bailee and at no time assumes legal title to said waste or samples.

18. Client agrees that any legal action or proceeding arising out of the provision of services by the Company pursuant to the Proposal or any modification thereof may be submitted, at the Company's election, to a State Court in the State of Vermont or to an independent arbitrator and shall be governed by the laws of the State of Vermont without regard to choice of law provisions. The Client hereby irrevocably consents to the jurisdiction of (and waives dispute of venue in) the aforementioned venues.

    a. Any arbitration resulting from disputes pursuant to this Proposal shall take place in Montpelier, Vermont, under the Commercial Arbitration Rules (including Expedited Procedures) then in effect of the American Arbitration Association. The arbitrator shall have the authority to award preliminary and final equitable relief as well as money damages. Any award of the arbitrator shall be binding on the parties, and judgment or an appropriate decree may be entered thereon in any court having jurisdiction thereof.

19. The Client agrees that if Client is for any reason dissatisfied with the services the Company provides pursuant to the Proposal (including any revision thereto), before bringing any legal action, including without limitation filing a claim in any court, seeking arbitration, or filing a complaint with any licensing or registration board or body, Client shall give the Company written notice describing with particularity the details of Client's concerns, objections, and grounds for dissatisfaction, shall confer in good faith with the Company concerning the same, and shall give the Company at least thirty (30) days in which to address or cure the same.

20. The Proposal, the Terms, and any other agreement between the Company and the Client are made solely and specifically for the benefit of the parties thereto. No other person shall have any rights, title, interest, or claims thereunder or be entitled to any benefit on account thereof as third party beneficiaries or otherwise, unless specifically agreed to in writing by the Company.

21. Any express terms and/or conditions in the Proposal that are inconsistent or contradictory, take precedence over the Terms. The Terms may otherwise be varied only in a writing signed by the Company and Client.

Wilcox & Barton, Inc. Standard Billing Rates 2019

Category	Rate
Principal Geologist/Engineer	$198 / hour
Senior Geologist/Engineer/Scientist	$160 / hour
Project Geologist/Engineer/Scientist	$140 / hour
Staff Geologist/Engineer/Scientist	$98 / hour
Administration	$100 / hour
Mileage	$0.68/mile
Misc. Expenses	Cost + 15%
Direct Expenses/Subcontractors/Laboratory Analytical	Fixed Unit Price

Peniel Environmental
(855) 712-8434
778 Elm Street, Suite C
Milford, NH 03055

Certified Asbestos Removal

Choosing Peniel Environmental Ensures the Safety of All and Mitigates Future Health and Financial Risks

Peniel's Certified, Insured, and Documented Asbestos Removal & Disposal Process Meets or Exceeds All Regulatory and Industry Standards of Compliance

Asbestos Removal Proposal - Quote #TBD

Prepared For:
Mark Yiatras
#13 Commons Drive Unit 12B
Londonderry, NH 03053
603-557-2631

Prepared By:
Earl Cook
Peniel Environmental

ECook@penielenv.com | 603-654-1062

The Peniel Standard

Why a Peniel Standard? It's simple, because every step of the way we have our client's best interest at the heart of everything we do.

We understand that once the project is finished we are removed from our client's every day life.

Or are we?

At Peniel we firmly believe that our involvement with our clients during the project is only the beginning of our journey together, and just because we are not physically present, doesn't mean we are no longer part of the ongoing journey.

You see, there is something very important in the work we do, and that's ensuring to a very high standard that in the future, your property, health and the health of everyone involved is as protected and safe as can be.The short and long time risks of your mold removal project going wrong can be catastrophic, so a little extra care in process and verification goes a long way to mitigating future risks.This is why we consistently take the extra time, and precautions to get every last detail handled at a high level.We call it the Peniel Standard, and it dictates that we exceed, not just meet, industry standards set forth by the IICRC governing body. Where others strive to meet these standards, we routinely exceed them.

Keeping everyone safe is a priority for Peniel, not just today, but well into the future. An ounce of prevention is most definitely worth a pound of cure! Go the extra mile with Peniel Environmental and stay safe.

---

1. On Asbestos

The presence of asbestos at your residential or commercial property can be a frightening prospect. In fact many medical professionals believe that the ingestion of just one asbestos fiber is enough to start the cascading process into Lung Cancer, Mesothelioma, Asbestosis, or other irregularities in the lining of the lungs. Because the effects of Asbestos exposure can take decades to surface, removing the material is by far the best option to mitigate any future, chronic and debilitating health risks. Understanding your options for removal, and the process to do so, is paramount to choosing the right vendor. When risk to human health and life is at stake, exceeding State, Federal, and IICRC standards through the Peniel Standard, makes all the sense in the world.

The Asbestos Removal Process

STEP 01

Notification to the appropriate state authority of the project

STEP 02

Assign licensed supervisor and the appropriate number of licensed laborers\technicians to complete the job in a timely fashion

STEP 03

Construct workplace containment including negative pressure equipment as per state regulations as needed or delineation as required

STEP 04

Erection of a three stage decontamination system for protection and safety

STEP 05

Removal of the asbestos containing materials

STEP 06

Hiring of, and inspection by, 3rd party hygienist to inspect work and provide air clearances

STEP 07

Certified disposal of contaminated materials as per state regulations under a hazardous waste shipment record to an approved land fill

Recieve Closeout Package

- A Copy of the proposal
- Paid Invoice
- Notification to the State
- PES Entity License
- Technicians Licensing and Certifications
- Clearance Letter

Peniel Environmental 778 Elm St. Ste C, Milford, NH 03055 | (855) 877-3991

2. Scope of Work

Test Pits To Determine The Pressence Of ADS material:

- Peniel will provide equipment to dig test pits
- Peniel will provide 1 excavator and fuel and 1 operator
- Peniel will dig up to 8 feet
- If ADS material is located Peniel will work with Wilcox and Barton to mark out
- This is a 1 day event

3. Removal vs. Encapsulation

We occasionally get asked about the removal vs. encapsulation dilemma, and with lots of misinformation out there on the Internet it's easy to understand why. Although encapsulation at face value may seem to make sense, when you understand the risks associated with even minimal exposure to asbestos, the downside to improperly encapsulated asbestos, or the eventual undetected failure of the encapsulation itself, most often than not outweighs any minimal, If even any, investment increase associated with it's complete removal. Our experience at Peniel shows that in almost all cases the cost to remove vs. a ***proper*** encapsulation project is negligible at best, so there is no justification for the extra risk assumed by encapsulation of the asbestos. Rid yourself of the health risk of asbestos once and for all, and remove it completely.

4. What Hygienists Say About Peniel

Just why are so many Hygienists big on Peniel Environmental? It comes down to The Peniel Standard. Hygienists work for the consumer and not the removal company and because of that they have an embedded loyalty to the client. They want the very best job available and that means recommending a company that not only meets industry standards, but also voluntarily exceeds them on a consistent basis. At Peniel, we just believe it's good business to go the extra mile and provide results that are higher than the standards set forth; it's better for the consumer, and in turn better for Peniel.

We just don't understand why everyone isn't doing it!

"We could refer clients to any company, but it's Peniel Environmental we refer most and often! They have proven over time that they maintain higher standards of service delivery than is required by State and Federal Law, and I can count on them every single time to maintain these standards as they service our clients."

5. Project Costs and Billing Information

Item	Price	QTY	Subtotal
Mobilization of equipment $150.00 Each Piece	$150.00	1	$150.00
Excavator and fuel $770.00 Each Day	$770.00	1	$770.00
Operator $825.00 per day portal to portal	$825.00	1	$825.00
Service Vehicle $125.00	$125.00	1	$125.00
Demobilization of equipment $150.00 Each Piece	$150.00	1	$150.00
equipment wash pad, membrane, filters, water pumps and generator	$2,700.00	1	$2,700.00

Subtotal	$4,720.00
Total	**$4,720.00**

Terms for payment are Net:30 days after completion of work.

Overdue payments will bear interest at two (2) percent per month. Costs of collecting overdue invoices, including reasonable attorney's fees will be added to the invoice for collections.

Unless otherwise stated in this proposal any repair costs are not included in the proposal pricing

6. Other Considerations, Assumptions & Exclusions

Water and electricity available at no cost to Peniel

Non-union / non prevailing wages rates

7. The Peniel Advantage

- Fully Insured & Bonded
- State Accredited as Licenses Contractor in NH, MA,VT, and ME
- Fast Emergency Turn Around
- 24\7 365 Days A Year Response
- Full Background Checks on All Employees
- Extensive Train and Retrain Program for Employees
- High Employee Retention Rates
- Technicians Undergo Regular Performance Reviews with Metric Benchmarking
- Utilize Corporate Direct Labor
- All Technicians Maintain State and Federal Licensure and Certifications
- Maintain all Necessary Insurances
- Maintain all Necessary Liability Coverage Limits
- Full Time Accessible Project Managers
- Maintain all Necessary State and Federal Licensure and Certifications
- Utilize State of The Art Equipment, Processes and Products
- Provide all Necessary Supporting Documentation to Clients for HAZMAT, etc.
- Licensed, Documented Disposal of HAZMAT Materials Mitigating Client Liability
- Direct Billing with Supporting Documentation for Insurance if Required
- Meticulous Work Practices
- Conscious, Discreet Technicians
- Prompt, Start & Deadline Oriented Project Management
- Mid-Size Family Owned With Large Company Resources
- Local Customer Service Driven Decision Making

8. Asbestos Removal & Avoiding Risk

When it comes to the removal of Asbestos, or for that matter any hazardous material, it's important that any vendor you choose meets or exceeds certain metrics and capabilities as well as maintain all necessary certifications. Additionally it's critical that any HAZMAT contractor maintains impeccable state compliance records. Because the legal liability to homeowners and commercial enterprises alike associated with the testing, removal, and disposal of hazardous materials is great, you need to ensure the contractor you choose not only possesses the proper credentialed certifications, is in good standing at the federal, State and Local level, but also has the proper internal resources to ensure the job is done properly, and to, or above, the necessary standards. Stories abound of low cost "outfits" providing sub-par service and skirting steps in the process that are necessary to properly remove and dispose of hazardous materials according to the law, as well as health standards. Don't become a statistic, make sure the job is done right, and legal liability as well as critical health concerns are addressed.

Peniel has the necessary staff, equipment, processes, and insurances to provide services to a high level, meeting your expectations to ensure everyone's health and de-risk the removal process.

9. What to Expect

Business for Peniel is all about expectations, meeting yours!

- You can expect to be treated fairly
- You will be kept informed of the project status
- You can expect we will meet timeline commitments and if anything changes, you will be notified as soon as possible regarding such changes
- You will be presented with all of the proper documentation that the project warrants
- We will prepare and file all necessary documentation to local, state and federal agencies
- You can expect we will bill your insurance company in a timely, and well-documented fashion if insurance coverage applies
- Fair and reasonable pricing (very important for insurance claims and you)
- We will treat you, your belongings, and your property with care and respect
- A smile

10. What Others Before You Have Experienced

"They were timely, professional and courteous. Their pricing is not scary and when they left, the house looked as though they were never even here. They did an amazing job. Would absolutely hire again."
– Demetra D

"I loved Peniel For their pricing their employees very friendly and easy people to work with . Very Reliable timewise getting the job done I would highly recommend your company."
–Arline M

"Earl, I just wanted to drop you a note thanking you and Peniel Environmental for the great work today. Francisco was outstanding! Completely professional and thorough, I'd have him back onsite anytime! I'm glad to have partnered with you and your company, I look forward to working with you again in the future."
– Jeff

"What an awesome job they did! So clean, efficient and would highly recommend him!"
– Marsha M

"From start to finish Peniel did a great job on our attic mold issue. Brandon was extremely knowledgable, the price beyond fair and competitive and Chris and his team were polite and efficient."
– Amy R

"Peniel Environmental is a great company! There are always very quick to respond to a call, set up an appointment and get back to me with an estimate. I have referred Peniel at least a dozen times in the past and have never been disappointed."
– Aaron W

"Outstanding , and personable company ! Took time to assist during hurricane Florence. Glad to see fellow northern folk to assist in a time of need"
– Kristen H

11. Brands That Trust Peniel Environmental




12. Membership, Awards, and Notables

IICRC
Institute of Inspection Cleaning and Restoration Certification

IAQA
Individual Member

DKI
WIND FIRE WATER

TOP 6
FAMILY BUSINESS IN NH TO WORK FOR
2018 WINNER
NEW HAMPSHIRE

TOP 10
COMPANY TO WATCH
2018 WINNER
NEW HAMPSHIRE

13. Getting Started

We understand that timing is of the essence, and even when it comes to large commercial projects, once the green light is given, everyone is in the mindset of getting the job done. At Peniel we strive to make the process as simple and easy as possible. All you have to do is take one more step by accepting the proposal and we will get the ball rolling, and keep it rolling. Our job is to make the process of removing your asbestos contaminated materials just that, our job!

We look forward to working with you on this project!

14. Contract Approval

This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

IN WITNESS WHEREOF the parties have caused this Business Contract to be executed and delivered by their duly authorized representatives.

Peniel Environmental

Earl Cook

04/29/2019

Earl Cook

Wilcox and Barton

Mark Yiatras

I acknowledge and confirm that I have read the following terms and conditions

☐

ENGINEERS & ENVIRONMENTAL PROFESSIONALS

May 1, 2019

EndPoint Proposal 2863-001

William G. Collins
Hudson Conservation Commission
12 School Street
Hudson, NH 03051
Bcoll66956@comcast.net
603-247-8600 (mobile)

VIA EMAIL

Re: Subsurface Exploration & NHDES Permitting – Work Scope
Merrill Park
Hudson, NH 03051

Dear Mr. Collins;

EndPoint, LLC (EndPoint) is pleased to provide this work scope and not-to-exceed cost estimate to provide environmental services to assess whether building materials suspected of containing asbestos (asbestos-containing materials; ACMs) are present in the fill material located within the areas associated with the construction of a proposed boat ramp and parking area at this property.

Task 1 – Soil Test Pits

EndPoint personnel will oversee the excavation of exploratory test pits to determine if suspected ACMs are present in the fill material located within the areas that will potentially be disturbed as a result of the proposed construction of the boat ramp and associated parking area. Should suspected ACMs be unearthed during the exploratory test pits, bulk samples will be collected (one from each different building media identified) and will be sent to a laboratory for Polarized Light Microscopy (PLM) analysis. It is proposed that up to five (5) bulk samples of suspect ACM shall be collected and analyzed. If the sampled material is determined to contain asbestos, the excavated fill shall be placed back into the test pit from where it originated.

Task 2 – NHDES Wetland/Shoreland Permitting

In accordance with New Hampshire Code of Administrative Rules, this project would not require NHDES permitting as it pertains to Env-Wt 303.05 (o), "Test pitting by backhoe or other heavy equipment in the banks of surface waters or in the upland tidal buffer zone for the purpose of gathering geotechnical information for the final design phase of public projects…" However, the following conditions apply: (1) The applicant shall provide the landowner, the department, the local governing

body, and the municipal conservation commission, if any, with written notification of the general location and the type of work to be conducted prior to its commencement; (2) Equipment shall be operated and maintained to prevent spillage of oil, gas, or hydraulic fluids; (3) All impacts shall be temporary and upon completion of test pitting the rutted and excavated areas shall be back filled with excavated material, regraded, and smoothed so that the area will naturally revegetate after one season; (4) Appropriate erosion control measures shall be installed and maintained to prevent any impacts to adjacent surface waters and those controls shall be maintained until the site has stabilized; and (5) No work shall be done in or adjacent to prime wetlands.

As the Hudson Conservation Commission is the entity that would be applying for any permitting, and is also essentially the governing body and landowner, only the Department (NHDES) will need to be notified of the plans for exploratory test pitting. EndPoint shall prepare this written notification and correspond with the NHDES Wetlands Bureau to ensure work is being conducted in accordance with the aforementioned rules and regulations.

COST

The not-to-exceed cost estimate for the proposal presented above is as follows:

Task 1: Includes the use of a small excavator, capable of maneuvering within the wooded areas, for one day of test pit excavation on the east side of the utility right-of-way where the future parking lot is proposed, and along the west side of the right-of-way where the boat ramp is proposed. EndPoint shall oversee the excavation and collect up to five (5) bulk samples of suspect ACM for PLM analysis. - **$5,350**

Task 2: Includes correspondence with NHDES, the preparation of written notification of the proposed plans for test pitting (location and purpose). - **$450**

The following limitations and assumptions were used in the development of this work scope and cost:

- Asbestos abatement services are not part of this work scope;
- Laboratory costs include 5 bulk samples for PLM analysis at $10/each. If more (or less) samples are required based on findings and correspondence with you, the overall cost of the project shall be adjusted to reflect the change;
- Any fees associated with the permitting or facilitation of this work shall be paid by the Town of Hudson, directly; and
- Erosion controls shall be provided and installed by the excavation company prior to the commencement of test pitting activities.

Additional activities such as meetings with you or others will be performed on a time and materials basis in accordance with EndPoint's attached standard fee schedule. We will not conduct additional work without authorization from you. At your request, we can prepare a work scope and cost estimate for requested additional tasks for your approval prior to implementation.

If conditions are discovered during performance of this work scope that were not known to EndPoint at the time this proposal was prepared, or the limitations and assumptions upon which this proposal is

based are not valid, then this proposal shall be revised accordingly in consultation with you. You will be immediately notified should these conditions occur.

PAYMENT TERMS

As specified on our Standard Terms and Conditions, invoices shall be submitted to you on a monthly basis, or at milestones for lump sum services as set forth in this proposal. Payment in full is due within 45 calendar days of the invoice date. Interest at one and one-half percent (1.5%) per month will be applied to the outstanding balance for accounts not paid within 45 calendar days from the invoice date.

AUTHORIZATION

To accept this work scope, please sign in the space below and submit one copy of the signed proposal back to me at ksnyder@endpointllc.com. This work scope will be conducted in accordance with the attached EndPoint Standard Terms and Conditions.

We appreciate the opportunity to assist you in this matter. Please call me if you have questions regarding this work scope or any other matter at (603) 965-3810.

Sincerely,
EndPoint, LLC

Katie Snyder
Sr. Project Engineer/ Hazardous Building Materials Consultant

Attachment: Standard Terms and Conditions
Standard Fee Schedule

\\SERVER\Business\EndPoint Projects\2866-001 DecTam HBM\ACM Clearance Work Scope (05-01-19).doc

ACCEPTANCE:

By:

Name: _____ Title: _____

Date: _____ Signature: _____

Agenda 6-11-19
B.C.

TOWN OF HUDSON

Police Department

Partners with the Community

1 Constitution Drive, Hudson, New Hampshire 03051
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 886-0605

William M. Avery, Jr.
Chief of Police

Captain Tad K. Dionne
Operations Bureau

Captain David A. Cayot
Administrative Bureau

cc: Police
Finance

RECEIVED
JUN 06 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police
Capt. Cayot for Chief Avery

Date: 05 June 2019

Re: Agenda Request – 11 June 2019

Scope:

The Police Department would like to meet at the next scheduled Board of Selectmen meeting on Tuesday, 11 June 2019 to request approval to apply for a Local Giving Community grant through Walmart, which would be used for the purchase of equipment to assist detectives in their computer forensics investigations. Applications for the Local Giving Community grant must be submitted by 01 July 2019 with an award range from $250 to $5,000.

Recommendation: McGrail/Kay 4-0

Motion to authorize The Police Department ~~is requesting authorization~~ to apply for a Local Giving Community grant with Walmart. with an award range from $250 to $5,000

Motion:

To authorize the Hudson Police Department approval to apply for a Local Giving Community grant through Walmart.

Strengthening Community

Local Giving

Access to Healthier Food | Disaster Relief & Preparedness | Veterans and Military Families | Diversity, Equity & Inclusion | Local Giving | Associate Support

---

We seek to create value in the communities around the world where we operate, strengthening them through local grants supporting programs that help them thrive.

Walmart's more than 2 million associates are residents, neighbors, friends and family in thousands of communities around the globe. Walmart works to strengthen these communities through both our retail business and community giving.

We support and invest in communities through local giving, encouraging volunteerism, and through programs to strengthen community cohesion.

Our Focus Areas

Our philanthropy is focused on four areas:

Local Giving in the U.S.

Walmart believes that strengthening local communities creates value – for our business as well as society. That's why we empower each Walmart store, Sam's Club and distribution center to strengthen and support their local communities through local donations, fundraising and participate in corporate cause-marketing campaigns.

Stores, Clubs and Distribution Centers

Each year, our U.S. stores and clubs award local cash grants ranging from $250 to $5,000. These local grants are designed to address the unique needs of the communities where we operate. They include a variety of organizations, such as animal shelters, elder services and community clean-up projects. In FY2019, our stores and clubs provided more than $42 million in local grants. To learn more, check out our Local Giving Guidelines.

Grantee Spotlight

In 2017, the La Harpe, Illinois Walmart store recognized a need for fire safety education in the community. The store led grant-making efforts aimed at the local fire department's safety education program and enabled the purchase of new equipment for training.

In-Store Cause Marketing

In-store cause marketing campaigns like "Fight Hunger. Spark Change." raise awareness by engaging associates and customers. Since 2014, "Fight Hunger. Spark Change." has raised more than $74M million to help the food banks of Feeding America provide meals for people in need.

Cause Marketing Spotlight

In-store cause marketing campaigns like "Fight Hunger. Spark Change." raise awareness by engaging associates and customers. Since 2014, "Fight Hunger. Spark Change." has raised nearly $75 million to help the food banks of Feeding America provide meals for people in need. Another example of in-store cause marketing is our work supporting Children's Miracle Network Hospitals (CMNH); 2019 marks 32 years of Walmart associates supporting CMNH through store campaigns and fundraising events.

Fundraising Spotlight

Walmart.org has worked with the Salvation Army in their Red Kettle Campaign since 1996, using the space in front of our stores and clubs to collect donations for the Salvation Army. Since our relationship began, Walmart and Sam's Club customers have contributed more than $600 million through this campaign, including $40 million in FY2018 alone.

Associate Engagement

Local Giving Around the World

Northwest Arkansas Giving

Working Together to Spark Change

Learn more about how we give »

Our Work

Governance and Values

Grantseeker Resources

Agenda
6-11-19
8. D

TOWN OF HUDSON

Highway Department

2 Constitution Drive Hudson, New Hampshire 03051 603/886-6018 Fax 603 594-1143

RECEIVED
JUN 05 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE

To: Board of Selectman

From: Jess Forrence, Public Works Director

Date: June 4, 2019

Re: Request to Advertise Truck Driver/Laborer position

cc: Public Works
Finance

I am requesting permission to advertise for a truck/driver laborer position due to a recent resignation. This position is listed in the Local #1801 AFSCME union.

cc: Steve Malizia

Motion by Selectman [illegible] seconded by Selectman [illegible] to [illegible] a truck driver laborer position [illegible]

TOWN OF HUDSON
HIGHWAY DEPARTMENT

TRUCK DRIVER/LABOR

JOB SUMMARY

Performs semi-skilled and skilled operation of heavy-duty trucks and/or light duty motor equipment on a full time or predominant basis; performs general laboring functions incidental to operation of assigned equipment.

SUPERVISION RECEIVED

Works under the direct supervision of a superior who assigns specific work to be performed; work may be performed independently following an established routine; work is reviewed while in progress and/or completion and results obtained.

SUPERVISION EXERCISED

Not applicable.

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. Operates a truck in support of crews carrying out maintenance and repair work on streets, water lines and sewer lines; hauls asphalt, gravel, pipe, tools, and similar materials; transports personnel and materials to an from work sites; picks up materials and supplies.

2. Operates small motorized equipment in various construction maintenance work environments; performs minor maintenance of equipment.

3. Operates on an emergency and seasonal basis, trucks and equipment for winter snow removal and other seasonal clean-up operations.

4. Performs routine laboring duties when not operating equipment or incidental to the operation of assigned equipment.

Performs all other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Some knowledge of the operating characteristics of light to heavy-duty automotive and related equipment; some knowledge of the maintenance requirements of assigned equipment; knowledge of the work hazards and applicable safety precautions associated with assigned equipment and operations; ability to perform strenuous physical work; ability to understand and follow simple oral and written instructions; ability to work with other employees.

MINIMUM QUALIFICATIONS REQUIRED

High school diploma or equivalent and two years experience in operating heavy-duty trucks and/or light duty motor driven equipment; possession of a valid New Hampshire Commercial Driver's License (CDL) is required.

PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS

Frequent physical effort demanded in lifting and carrying, performing work in the out-of doors in varying weather conditions with exposure to dirt, dust, grease, garbage, refuse, and other disagreeable materials that may be trucked; exposure also to minor injuries such as cuts and bruises.

TOWN OF HUDSON

Highway Department

2 Constitution Drive Hudson, New Hampshire 03051 603-886-6018 Fax 603-594-1242

TOWN OF HUDSON
PUBLIC WORKS

TRUCK DRIVER/LABORER POSITION

Strong candidates will be considered based on their experience if they have the ability to obtain a CDL B license within 6 months of hire. Preferred candidate will possess CDL B at time of application. Paving, landscaping, construction or vehicle maintenance experience beneficial. Sewer and drain experience a plus. This position offers fulltime year round employment, 4 day work week, overtime and an extensive benefits package. Starting salary is $18.75 per hour.

Applications may be obtained Monday - Thursday from 6AM – 4PM at:

Town of Hudson
Public Works
2 Constitution Drive
Hudson, NH 03051

Or at www.hudsonnh.gov

Applications must be received by June 27, 2019.

The Town of Hudson is an equal opportunity employer.

Agenda 6-11-19 8 E.

TOWN OF HUDSON

RECREATION DEPARTMENT

12 Lions Avenue Hudson, New Hampshire 03051 603/880-1600

RECEIVED JUN 06 2019 TOWN OF HUDSON SELECTMEN'S OFFICE

TO: Steve Malizia

FROM: David Yates

DATE: June 6, 2019

SUBJECT: Selectmen Meeting Agenda Item

Could you place the following item on the agenda of the next Board of Selectman meeting.

Request the Board of Selectman's approval to use $1000.00 from the Senior Center Donation Account, to purchase an outdoor 46" Square Perforated Table from BSN Sports, item #1275483 for the Senior Center. There is currently $1,100.00 in the Senior Center Donation account.

Thank You.

Motion by Selectman McDonald, seconded by Selectman Dwyer, carried unanimously that the Board approve the use of $1000.00 from the Senior Center Donation Account to purchase an outdoor 46" square perforated table from BSN Sports, item #1275483 for the Senior Center. Carried 4-0

Town of Hudson, NH
Donations Reconciliation
As of June 4, 2019

Revenue Account	Department	Description	Beginning Balance	FY2019 Contributions	Appropriation Transfer	Ending Balance	Department Totals
4556	Police	K-9 Donations	5,092.88			5,092.88	
4556	Police	Animal Control Donations	6,188.19	15.00		6,203.19	
4556	Police	Fitness Area Donation	200.00			200.00	
4556	Police	Explorer Account	737.82			737.82	
4556	Police	Community Policing	9,563.34	4,575.00		14,138.34	
4556	Police	Digital Camera	300.00			300.00	
4556	Police	Bullet Proof Vests	300.00			300.00	
4556	Police	DARE Program	8,063.05	2,500.00		10,563.05	37,535.28
4557	Fire	Donation	13,478.47	6,225.00	(13,000.00)	6,703.47	
4557	Fire	Explorers	634.00			634.00	
4557	Fire	Safety Vests	350.50			350.50	
4557	Fire	Specialized Projects	887.54			887.54	8,575.51
4558	Recreation	Donation	12,791.16	4,086.08	(2,400.00)	14,477.24	
4558	Recreation	In Memory of	1,655.00			1,655.00	
4558	Recreation	Concession proceeds	1,375.00			1,375.00	
4558	Recreation	New Building	856.00			856.00	
4558	Recreation	Skate Park	88.42			88.42	18,451.66
4559	Cable Comm	Donation	500.00			500.00	500.00
4559	Benson	Donation	8,182.02			8,182.02	8,182.02
4559	Admin	Benson 911 Monument	666.26			666.26	666.26
4559	Comm Dev	Hudson Economic Develop	11,510.21			11,510.21	11,510.21
4559	Sustainability	Sustainability Committee	150.00			150.00	150.00
4560	Cons Comm	Conservation Commission	1,659.58			1,659.58	1,659.58
4560	Cons Comm	Hudson Ponds	3,050.00			3,050.00	3,050.00
4560	Cons Comm	Robinson Pond	1,250.00			1,250.00	1,250.00
4560	Cons Comm	Otarnic Pond	1,191.82			1,191.82	1,191.82
4559	Admin	Town Poor	9,375.00			9,375.00	9,375.00
4559	Admin	Senior Center	1,100.00			1,100.00	1,100.00
4535-35	Sr Revolving	Senior Activities	4,805.40	400.00		5,205.40	5,205.40
3405	Restricted Fund Balance - Donations		106,001.66	17,801.08	(15,400.00)	108,402.74	108,402.74

Prepared by: K. Carpentier

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Town of Hudson

Revenues and Expenditures

Through May 31, 2019

Steve

Town of Hudson, NH

Appropriations and Revenue Summary

May 31, 2019

State #	Dept #	Department	Budget FY 2019	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	General Fund									
4199	5020	Trustees of Trust Funds	3,773	0	0	3,773	1,370	0	2,403	36%
4195	5025	Cemetery Trustees	1,210	0	0	1,210	5	0	1,205	0%
4140	5030	Town Clerk/Tax Collector	384,377	0	1,333	385,710	338,349	3,252	44,109	89%
4140	5041	Moderator	21,013	0	0	21,013	19,799	0	1,214	94%
4140	5042	Supervisors of The Checklist	4,840	0	0	4,840	2,750	0	2,090	57%
4199	5050	Town Treasurer	8,074	0	0	8,074	7,401	0	673	92%
4199	5055	Sustainability Committee	1,300	0	0	1,300	825	33	441	66%
4520	5063	Benson Park Committee	1,200	0	0	1,200	7	0	1,193	1%
4199	5070	Municipal Budget Committee	800	0	0	800	242	0	558	30%
4140	5077	IT - Town Officers	3,000	0	0	3,000	2,353	0	648	78%
4199	5080	Ethics Committee	100	0	0	100	0	0	100	0%
		Town Officers	**429,687**	**0**	**1,333**	**431,020**	**373,101**	**3,285**	**54,634**	**87%**
4130	5110	Board of Selectmen/Administration	369,837	0	0	369,837	331,281	1,772	36,784	90%
4194	5120	Town Hall Operations	91,709	3,080	(450)	94,339	90,511	312	3,516	96%
4194	5125	Hudson Community Center	51,140	13,000	2,400	66,540	65,101	262	1,178	98%
4194	5135	Senior Center Facility	16,450	0	0	16,450	18,481	43	(2,075)	113%
4442	5151	Town Poor	85,000	0	0	85,000	44,390	0	40,610	52%
4130	5177	IT - Town Administration	800	0	0	800	832	0	(32)	104%
		Administration	**614,936**	**16,080**	**1,950**	**632,966**	**550,596**	**2,389**	**79,981**	**87%**
4153	5200	**Legal**	**162,960**	**0**	**0**	**162,960**	**86,002**	**13,006**	**63,952**	**61%**
4150	5310	Finance Administration	182,103	0	0	182,103	161,964	5,398	14,741	92%
4150	5320	Accounting	264,186	0	0	264,186	233,464	28	30,694	88%
4150	5377	IT - Finance	1,800	0	0	1,800	0	0	1,800	0%
		Finance	**448,089**	**0**	**0**	**448,089**	**395,428**	**5,426**	**47,235**	**89%**
4150	5330	Information Technology	699,070	6,718	(2,000)	703,788	580,506	59,691	63,591	91%
		Information Technology	**699,070**	**6,718**	**(2,000)**	**703,788**	**580,506**	**59,691**	**63,591**	**91%**
4152	5410	Assessing Department	404,716	0	0	404,716	350,400	23,912	30,405	92%
4152	5477	IT- Assessing	12,400	0	0	12,400	12,633	1,476	(1,709)	114%
		Assessing	**417,116**	**0**	**0**	**417,116**	**363,032**	**25,388**	**28,696**	**93%**
4312	5515	Public Works Facility	55,880	0	0	55,880	58,141	82,875	(85,135)	252%
4312	5551	Public Works Administration	256,613	0	60,000	316,613	330,756	3	(14,146)	104%
4312	5552	Streets	2,737,976	0	0	2,737,976	2,626,291	24,300	87,385	97%
4312	5553	Equipment Maintenance	450,946	0	2,000	452,946	391,777	21,406	39,763	91%
4312	5554	Drainage	495,131	0	0	495,131	417,250	5,528	72,353	85%
4522	5556	Parks Division	101,397	0	0	101,397	77,377	1,392	22,628	78%
4312	5563	Benson Park Operations	51,735	21,975	0	73,710	48,502	5,413	19,795	73%
4312	5577	IT - Public Works	2,200	0	0	2,200	1,644	0	556	75%
		Public Works	**4,151,878**	**21,975**	**62,000**	**4,235,853**	**3,951,738**	**140,917**	**143,198**	**97%**

Appropriations and Revenue Summary

May 31, 2019

State #	Dept #	Department	Budget FY 2019	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4191	5277	IT - LUD	5,300	0	0	5,300	5,702	1,875	(2,277)	143%
4191	5571	LUD - Planning	225,575	0	0	225,575	178,705	22	46,848	79%
4191	5572	LUD - Planning Board	8,350	0	0	8,350	5,248	1,089	2,013	76%
4191	5581	LUD - Zoning	120,918	0	0	120,918	153,183	843	(33,109)	127%
4191	5583	LUD - Zoning Board of Adj	5,900	0	0	5,900	11,620	1,503	(7,223)	222%
4311	5585	LUD - Engineering	271,063	64,250	20,700	356,013	287,301	10,961	57,752	84%
		Land Use	**637,106**	**64,250**	**20,700**	**722,056**	**641,760**	**16,293**	**64,004**	**91%**
4210	5610	Police Administration	318,350	0	9,063	327,413	423,297	6,290	(102,174)	131%
4210	5615	Police Facility Operations	280,250	74,765	0	355,015	286,837	28,565	39,613	89%
4210	5620	Police Communications	708,454	0	0	708,454	611,839	99	96,517	86%
4210	5630	Police Patrol	5,834,316	2,949	250	5,837,515	5,316,330	93,845	427,340	93%
4210	5640	Investigations	10,670	0	0	10,670	7,247	168	3,255	69%
4414	5650	Animal Control	110,324	0	0	110,324	94,697	857	14,770	87%
4210	5660	Information Services	246,936	0	0	246,936	200,319	22	46,595	81%
4210	5671	Support Services	79,875	2,864	(687)	82,052	53,366	2,198	26,488	68%
4210	5672	Crossing Guards	56,763	0	0	56,763	48,662	121	7,979	86%
4210	5673	Prosecutor	307,376	0	0	307,376	279,418	1,256	26,702	91%
4210	5677	IT - Police	84,831	19,780	0	104,611	96,244	4,408	3,958	96%
		Police	**8,038,145**	**100,358**	**8,626**	**8,147,129**	**7,418,256**	**137,829**	**591,044**	**93%**
4220	5710	Fire Administration	653,384	5,518	0	658,902	598,238	2,043	58,621	91%
4220	5715	Fire Facilities	118,437	6,047	13,000	137,484	132,562	14,589	(9,667)	107%
4220	5720	Fire Communications	372,678	22,231	0	394,909	353,364	79,400	(37,855)	110%
4220	5730	Fire Suppression	4,368,795	27,982	353,860	4,750,637	4,237,092	86,973	426,572	91%
4220	5740	Fire Inspectional Services	422,177	0	0	422,177	321,022	2,509	98,646	77%
4220	5750	Ambulance	115,899	1,789	1,416	119,104	93,686	3,678	21,740	82%
4220	5765	Fire Alarm	3,746	0	0	3,746	50	25	3,671	2%
4220	5770	Emergency Management	8,943	1,000	0	9,943	3,389	0	6,554	34%
4220	5777	IT - Fire	34,105	4,745	0	38,850	35,328	263	3,259	92%
		Fire	**6,098,164**	**69,312**	**368,276**	**6,535,752**	**5,774,731**	**189,480**	**571,541**	**91%**
4520	5810	Recreation Administration	153,580	0	0	153,580	135,799	974	16,807	89%
4520	5814	Recreation Building Maintenance	0	0	0	0	0	0	0	100%
4520	5815	Merrifield Park	960	0	0	960	709	167	85	91%
4520	5821	Supervised Play	107,821	0	0	107,821	87,411	4,722	15,688	85%
4520	5822	Robinson Pond	3,703	0	0	3,703	3,237	(100)	566	85%
4520	5824	Ballfields	60,080	0	0	60,080	55,932	0	4,148	93%
4520	5825	Instructional Tennis	4,321	0	0	4,321	0	0	4,321	0%
4520	5826	Lacrosse	12,931	0	0	12,931	8,829	397	3,705	71%
4520	5831	Winter Basketball	52,615	0	0	52,615	60,380	0	(7,765)	115%
4520	5834	Soccer League	12,193	0	0	12,193	8,562	0	3,631	70%
4520	5835	Senior Activities Operations	35,985	0	0	35,985	29,711	1,210	5,064	86%
4520	5836	Teen Dances	2,040	0	0	2,040	801	0	1,239	39%
4520	5839	Community Activities	7,740	0	0	7,740	5,513	444	1,783	77%
4520	5877	IT - Recreation	2,250	0	0	2,250	6,196	0	(3,946)	275%
		Recreation	**456,219**	**0**	**0**	**456,219**	**403,080**	**7,814**	**45,326**	**90%**

Town of Hudson, NH

Appropriations and Revenue Summary

May 31, 2019

State #	Dept #	Department	Budget FY 2019	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4196	5910	Insurance	495,216	0	0	495,216	457,479	0	37,737	92%
4199	5920	Community Grants	90,508	0	0	90,508	88,484	0	2,024	98%
4583	5930	Patriotic Purposes	5,600	0	0	5,600	4,100	0	1,500	73%
4199	5940	Other Expenses	167,850	21,250	(80,700)	108,400	50,731	10,726	46,943	57%
4220	5960	Hydrant Rental	277,000	0	0	277,000	253,890	0	23,110	92%
4321	5970	Solid Waste Contract	1,583,104	0	0	1,583,104	1,369,350	214,354	(600)	100%
		Non-Departmental	**2,619,278**	**21,250**	**(80,700)**	**2,559,828**	**2,224,033**	**225,080**	**110,715**	**96%**
	General Fund Appropriation Subtotal		**24,772,648**	**299,943**	**380,184**	**25,452,776**	**22,762,263**	**826,598**	**1,863,915**	**92.7%**
	Warrant Articles									
4901	6015	Widening Lowell Rd from Wason to Sag	1,500,000	0	0	1,500,000	28,050	57,928	1,414,022	6%
4901	6032	Dev. Of Benson Prop	240,000	0	0	240,000	90,352	141,074	8,574	96%
4220	6054	Hire Four Firefighter/AEMTs	349,548	0	(349,548)	0	0	0	0	0%
4140	6064	Wage & Benefit Increase for TC/TC	1,333	0	(1,333)	0	0	0	0	0%
4550	6066	Wage & Benefit Increase for FT Library	15,980	0	(15,980)	0	0	0	0	0%
4903	6209	Construct New Fire Station	0	976,699	0	976,699	833,208	143,491	0	100%
0000	6430	Funding Fire Apparatus Refurb and Repr CRF	20,000	0	0	20,000	20,000	0	0	100%
0000	6430	Funding for Property Revaluation CRF	10,000	0	0	10,000	10,000	0	0	100%
0000	6430	Funding for Comm Equip and Infra CRF	200,000	0	0	200,000	200,000	0	0	100%
0000	6434	Operating Transfer to Library	0	0	0	0	1,095,539	0	(1,095,539)	0%
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	39,277	0	(39,277)	0%
	General Fund Warrant Articles		**2,336,861**	**976,699**	**(366,861)**	**2,946,699**	**2,316,426**	**342,493**	**287,779**	**90%**
	General Fund Total Budget		**27,109,509**	**1,276,642**	**13,323**	**28,399,475**	**25,078,689**	**1,169,091**	**2,151,694**	**92%**
02	**Sewer Fund**									
4326	5561	Sewer Billing & Collection	150,215	0	0	150,215	137,853	561	11,801	92%
4326	5562	Sewer Operation & Maintenance	1,002,977	115,130	0	1,118,107	758,021	375,378	(15,293)	101%
4326	5564	Sewer Capital Projects	1,090,000	65,159	(9,131)	1,146,029	511,353	259,766	374,910	67%
		Sewer Fund	**2,243,192**	**180,289**	**(9,131)**	**2,414,350**	**1,407,228**	**635,705**	**371,418**	**85%**
03	**Water Fund**									
4332	5591	Water - Administration	260,587	0	0	260,587	257,884	732	1,970	99%
4332	5592	Water - Ops & Maintenance	1,477,791	43,167	(2,373)	1,518,585	1,214,531	343,365	(39,310)	103%
4335	5593	Water - Supply	876,685	155,747	(36,888)	995,544	831,248	245,971	(81,674)	108%
4332	5594	Water - Debt Service	1,407,844	0	0	1,407,844	1,407,843	0	1	100%
		Water Fund	**4,022,907**	**198,914**	**(39,261)**	**4,182,560**	**3,711,506**	**590,068**	**(119,013)**	**103%**
Total General, Sewer, Water Funds			**33,375,608**	**1,655,845**	**(35,068)**	**34,996,385**	**30,197,422**	**2,394,864**	**2,404,099**	**93%**

Town of Hudson, NH

Appropriations and Revenue Summary

May 31, 2019

State #	Dept #	Department	Budget FY 2019	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		General Fund Revenue	28,242,739		32,441	28,275,180	25,647,674	1,000,000	1,627,505	94%
		Sewer Fund Revenue	2,243,192		0	2,243,192	1,283,222	280,000	679,970	70%
		Water Fund Revenue	4,022,907		0	4,022,907	3,465,479	100,000	457,428	89%
Total General, Sewer, Water Funds			34,508,838	0	32,441	34,541,279	30,396,375	1,380,000	2,764,904	92%
			-							

Other Funds

State #	Dept #	Department	Budget FY 2018	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
04	5060	Library	1,093,953	0	15,980	1,109,933	854,831	129	254,973	77%
05	5598	Land Use Change Tax Fund				0	0	0	0	0%
06	5586	Conservation Commission	39,277	66,907	(28,296)	77,888	63,302	69,641	(55,056)	171%
35	5845	Senior Activities Revolving Fund	0	72,074	(33,142)	38,932	89,608	79,698	(130,374)	100%
45	5045	Community TV Revolving Fund	0	2,880	0	2,880	235,425	16,896	(249,440)	100%
		Other Funds	1,133,230	141,861	(45,458)	1,229,634	1,243,166	166,364	(179,896)	115%
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		Senior Activities Revolving Fund	0			0	96,490		(96,490)	100%
		Community TV Revolving Fund	0			0	319,891		(319,891)	100%
Total Expenditures All Funds			34,508,838	1,797,707	(80,526)	36,226,019	31,440,589	2,561,228	2,224,203	94%

Revenue Report
Month End Revenue Report
Town of Hudson, NH
As Of: May 2019, GL Year 2019

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
General Fund						
01-0000-4913-000-000	Transfer from Land Use Change Fund	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	Library Revenue	10,790.00	36,896.77	47,686.77	-36,896.77	441.953
01-3110-4100-000-000	General Property Taxes	16,589,506.00	0.00	16,668,479.15	-78,973.15	100.476
01-3110-4101-000-000	Overlay	-201,469.00	-19,631.90	-698,156.44	496,687.44	346.533
01-3185-4120-000-000	Yield Taxes and Interest	10,000.00	0.00	426.46	9,573.54	4.265
01-3186-4115-000-000	In Lieu of Taxes	12,576.00	0.00	12,713.11	-137.11	101.090
01-3189-4121-000-000	Excavation Activity Tax	3,000.00	7,980.84	7,980.84	-4,980.84	266.028
01-3189-4127-000-000	Boat Tax	7,000.00	2,902.40	7,390.60	-390.60	105.580
01-3190-4173-000-000	Interest on Land Use Assessment	0.00	0.00	0.00	0.00	0.000
01-3190-4203-000-000	Charges on Property Taxes	5,000.00	689.46	5,159.84	-159.84	103.197
01-3190-4204-000-000	Interest on Property Taxes	300,000.00	58,307.41	191,891.60	108,108.40	63.964
01-3220-4201-000-000	Motor Vehicle Permits	5,000,000.00	513,576.50	5,223,117.76	-223,117.76	104.462
01-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	2,000.00	14,100.00	900.00	94.000
01-3230-4218-000-000	Building Permits	275,000.00	27,546.05	231,690.76	43,309.24	84.251
01-3230-4381-000-000	Septic Inspection Fees	6,000.00	600.00	5,000.00	1,000.00	83.333
01-3290-4209-000-000	Excavation Permits	5,000.00	225.00	525.00	4,475.00	10.500
01-3290-4214-000-000	Driveway Permits	2,000.00	300.00	1,950.00	50.00	97.500
01-3290-4217-000-000	Health Permits	150.00	0.00	0.00	150.00	0.000
01-3290-4221-000-000	Pistol Permits	4,000.00	80.00	1,390.00	2,610.00	34.750
01-3290-4233-000-000	Oil Burner/Kerosene Permits	1,000.00	0.00	410.00	590.00	41.000
01-3290-4238-000-000	Police Alarm Permit	2,800.00	135.00	3,460.00	-660.00	123.571
01-3290-4239-000-000	Fire - Place of Assembly	2,000.00	120.00	1,400.00	600.00	70.000
01-3290-4254-000-000	Fire Alarm Permits	1,500.00	0.00	1,692.00	-192.00	112.800
01-3290-4312-000-000	Zoning Application Fees	3,000.00	467.05	5,325.20	-2,325.20	177.507
01-3290-4313-000-000	Planning Board Fees	30,000.00	8,811.99	19,255.21	10,744.79	64.184
01-3290-4315-000-000	Sewer Service Permit	3,000.00	175.00	1,400.00	1,600.00	46.667
01-3290-4321-000-000	UCC Filings	7,000.00	0.00	6,750.00	250.00	96.429
01-3290-4322-000-000	Vital Statistics	7,000.00	1,173.00	8,917.00	-1,917.00	127.386
01-3290-4323-000-000	Police Fines, Forfeit, Court	500.00	0.00	400.00	100.00	80.000
01-3290-4325-000-000	Animal Control Fines/Fees	8,000.00	175.00	8,230.00	-230.00	102.875

Revenue Report
Month End Revenue Report
Town of Hudson, NH
As Of: May 2019, GL Year 2019

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4326-000-000	Notary Fees	300.00	0.00	10.00	290.00	3.333
01-3290-4327-000-000	Parking Violation Fees	2,000.00	40.00	3,405.00	-1,405.00	170.250
01-3290-4328-000-000	Street Acceptance/Opening Fee	0.00	0.00	200.00	-200.00	0.000
01-3290-4334-000-000	Construction Inspection Fee	15,000.00	0.00	11,131.88	3,868.12	74.213
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	65.00	3,205.00	-2,105.00	291.364
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	45.25	1,189.50	310.50	79.300
01-3290-4347-000-000	Bad Check Fees	2,500.00	116.85	2,030.40	469.60	81.216
01-3290-4354-000-000	Fire Alarm Fines	0.00	0.00	0.00	0.00	0.000
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	50.00	7,535.00	2,465.00	75.350
01-3290-4421-000-000	Marriage Licenses	1,000.00	782.00	5,487.00	-4,487.00	548.700
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	160.00	1,351.15	-351.15	135.115
01-3290-4427-000-000	Articles of Agreement	0.00	0.00	5.00	-5.00	0.000
01-3290-4428-000-000	Pole Licenses	0.00	0.00	20.00	-20.00	0.000
01-3290-4430-000-000	Scrap Metal License	50.00	0.00	50.00	0.00	100.000
01-3290-4450-000-000	Animal Control Licenses	18,000.00	-3,369.00	17,575.90	424.10	97.644
01-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	1,286,282.00	0.00	1,286,282.23	-0.23	100.000
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	558,493.00	0.00	557,647.70	845.30	99.849
01-3359-4656-000-000	Grants - Police	26,000.00	3,442.17	43,880.13	-17,880.13	168.770
01-3359-4657-000-000	Grants - Fire	266,472.87	0.00	33,543.69	232,929.18	12.588
01-3359-4658-000-000	Grants - Recreation	0.00	0.00	0.00	0.00	0.000
01-3359-4659-000-000	Grants - Other	1,210,000.00	0.00	14,660.76	1,195,339.24	1.212
01-3379-4300-000-000	Sewer Utility Admin Fee	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4301-000-000	Water Utility Admin Fee	66,000.00	0.00	66,000.00	0.00	100.000
01-3401-4311-000-000	Zoning Book Fees	0.00	0.00	0.00	0.00	0.000
01-3401-4324-000-000	Police Record Fees	7,000.00	726.00	7,861.00	-861.00	112.300
01-3401-4342-000-000	Sale of Checklists	500.00	0.00	50.00	450.00	10.000
01-3401-4708-000-000	Welfare Reimbursement	1,000.00	64.21	10,407.97	-9,407.97	###.###
01-3401-4716-000-000	Cash Over/Short	0.00	0.00	30.41	-30.41	0.000
01-3401-4720-000-000	Police Outside Detail	120,000.00	166.00	106,689.85	13,310.15	88.908
01-3401-4729-000-000	Contracted Services - Litchfield	60,000.00	0.00	45,341.74	14,658.26	75.570
01-3401-4730-000-000	Ambulance Billings	840,000.00	-12,000.00	663,125.02	176,874.98	78.943

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3401-4731-000-000	Charges on Ambulance Receivables	-40,000.00	0.00	-36,441.82	-3,558.18	91.105
01-3401-4732-000-000	Fire Incident Reports	500.00	130.00	1,065.00	-565.00	213.000
01-3401-4745-000-000	Cable Franchise Fees	88,000.00	19,831.26	79,972.83	8,027.17	90.878
01-3401-4746-000-000	Police Testing and Application Fees	2,000.00	0.00	850.00	1,150.00	42.500
01-3401-4748-000-000	Insurance Reimbursement	12,728.53	3,800.70	132,370.48	-119,641.95	###.###
01-3401-4756-000-000	Misc Rev - Police	500.00	0.00	165.00	335.00	33.000
01-3401-4757-000-000	Misc Rev - Fire	500.00	225.00	10,155.93	-9,655.93	###.###
01-3401-4758-000-000	Misc Rev - Recreation	500.00	0.00	0.00	500.00	0.000
01-3401-4759-000-000	Misc Rev - Other	500.00	1,423.36	17,238.28	-16,738.28	###.###
01-3401-4761-000-000	Rec Rev - Basketball	50,000.00	0.00	42,855.00	7,145.00	85.710
01-3401-4762-000-000	Rec Rev - Supervised Play	150,000.00	1,175.00	43,510.50	106,489.50	29.007
01-3401-4764-000-000	Rec Rev - Soccer	25,000.00	1,150.00	3,350.00	21,650.00	13.400
01-3401-4765-000-000	Rec Rev - Tennis	4,000.00	0.00	0.00	4,000.00	0.000
01-3401-4766-000-000	Rec Rev - Teen Dances	3,000.00	0.00	2,928.00	72.00	97.600
01-3401-4767-000-000	Rec Rev - Adult Softball	13,000.00	3,053.97	10,609.97	2,390.03	81.615
01-3401-4768-000-000	Rec Rev - Lacrosse	12,000.00	125.00	8,750.00	3,250.00	72.917
01-3401-4769-000-000	Rec Rev - Community Activities	12,000.00	420.00	10,331.00	1,669.00	86.092
01-3501-4704-000-000	Sale of Town Property	65,000.00	299.35	212,296.07	-147,296.07	326.609
01-3502-4702-000-000	Bank Charges	-10,000.00	0.00	-5,848.57	-4,151.43	58.486
01-3502-4703-000-000	Interest on Investments	120,000.00	0.00	363,827.44	-243,827.44	303.190
01-3503-4373-000-000	Rents of Town Property	3,000.00	400.00	2,200.00	800.00	73.333
01-3508-4556-000-000	Donations - Police	0.00	0.00	7,090.00	-7,090.00	0.000
01-3508-4557-000-000	Donations - Fire	13,000.00	0.00	5,225.00	7,775.00	40.192
01-3508-4558-000-000	Donations - Recreation	2,400.00	0.00	4,993.38	-2,593.38	208.058
01-3508-4559-000-000	Donations - Other	0.00	0.00	0.00	0.00	0.000
01-3914-4996-000-000	Voted from Surplus	400,000.00	0.00	0.00	400,000.00	0.000
01-3915-4922-000-000	From Capital Reserve Fund	0.00	18,471.94	18,879.61	-18,879.61	0.000
01-3916-4925-000-000	From Agency/Corridor Fund	100,000.00	0.00	0.00	100,000.00	0.000
01-3939-4999-000-000	Use of Fund Balance	600,000.00	0.00	0.00	600,000.00	0.000
Totals	General Fund	28,275,179.40	683,323.63	25,647,674.29	2,627,505.11	90.707

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sewer Fund						
02-3190-4180-000-000	Interest on Sewer Utility	20,000.00	9.29	18,832.83	1,167.17	94.164
02-3190-4181-000-000	Sewer Betterment Interest	1,500.00	0.00	1,183.87	316.13	78.925
02-3190-4182-000-000	Sewer Capital Assessment Int	0.00	0.00	0.00	0.00	0.000
02-3354-4612-000-000	Water Pollution Grant	21,816.00	0.00	2,399.00	19,417.00	10.997
02-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	0.000
02-3403-4780-000-000	Sewer Base Charges	550,000.00	0.00	555,374.75	-5,374.75	100.977
02-3403-4781-000-000	Sewer Consumption Charges	586,630.00	0.00	563,418.69	23,211.31	96.043
02-3409-4783-000-000	Sewer Capital Assessment Other Chg	500.00	0.00	0.00	500.00	0.000
02-3409-4787-000-000	Sewer - Other Charges	0.00	0.00	0.00	0.00	0.000
02-3500-4750-000-000	Belknap Betterment Assessment	50,000.00	0.00	0.00	50,000.00	0.000
02-3500-4754-000-000	Glen Drive Betterment Assessment	68,500.00	0.00	69,783.84	-1,283.84	101.874
02-3500-4773-000-000	Otarnic Pond Betterment Assessment	27,246.00	0.00	24,911.00	2,335.00	91.430
02-3500-4782-000-000	Sewer Capital Assessment	70,000.00	1,940.00	45,786.11	24,213.89	65.409
02-3502-4702-000-000	Bank Charges	-3,000.00	0.00	-2,306.94	-693.06	76.898
02-3509-4786-000-000	Sewer - Other Income	0.00	0.00	3,838.50	-3,838.50	0.000
02-3915-4922-000-000	From Capital Reserve Fund	570,000.00	0.00	0.00	570,000.00	0.000
02-3939-4999-000-000	Use of Fund Balance	280,000.00	0.00	0.00	280,000.00	0.000
Totals	**Sewer Fund**	**2,243,192.00**	**1,949.29**	**1,283,221.65**	**959,970.35**	**57.205**

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Water Fund						
03-3190-4794-000-000	Interest on Delinquent Accounts	8,000.00	0.00	9,208.44	-1,208.44	115.106
03-3290-4394-000-000	Backflow Testing Fees	33,000.00	252.00	14,556.00	18,444.00	44.109
03-3290-4395-000-000	Water Hookup Fee	30,000.00	800.00	14,844.40	15,155.60	49.481
03-3290-4396-000-000	Water Service Fees	12,000.00	2,334.00	11,907.13	92.87	99.226
03-3290-4397-000-000	Shutoff/Reconnect Fee	8,000.00	875.00	8,581.31	-581.31	107.266
03-3401-4716-000-000	Cash Over/Short	0.00	0.00	13.69	-13.69	0.000
03-3402-4390-000-000	Rental Fee - Private Hydrant	60,000.00	5,356.47	56,437.01	3,562.99	94.062
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	71,458.20	6,541.80	91.613
03-3402-4392-000-000	Public Fire Protection	224,000.00	18,679.88	206,064.39	17,935.61	91.993
03-3402-4790-000-000	Water Base Charges	936,000.00	79,183.20	875,620.77	60,379.23	93.549
03-3402-4791-000-000	Water Usage Charges	2,037,907.00	135,402.30	1,865,388.11	172,518.89	91.535
03-3402-4792-000-000	Fire Access Charges	199,000.00	16,584.67	181,917.77	17,082.23	91.416
03-3402-4799-000-000	Water Sales to Pennichuck	300,000.00	0.00	104,820.38	195,179.62	34.940
03-3502-4702-000-000	Bank Charges	-5,000.00	0.00	-452.33	-4,547.67	9.047
03-3509-4793-000-000	Other Income - Water	2,000.00	200.00	45,113.52	-43,113.52	###.###
03-3915-4922-000-000	From Capital Reserve Fund	0.00	0.00	0.00	0.00	0.000
03-3939-4999-000-000	Use of Fund Balance	100,000.00	0.00	0.00	100,000.00	0.000
Totals	**Water Fund**	**4,022,907.00**	**266,163.72**	**3,465,478.79**	**557,428.21**	**86.144**

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sr Activities Revolving Fund						
35-3401-4716-000-000	Cash Over/Short	0.00	0.00	-1.00	1.00	0.000
35-3401-4735-000-000	Misc Rev - Senior Activities	0.00	16,783.00	89,381.00	-89,381.00	0.000
35-3401-4736-000-000	Membership Fees	0.00	150.00	6,710.00	-6,710.00	0.000
35-3508-4535-000-000	Donations - Senior Activities	0.00	0.00	400.00	-400.00	0.000
Totals	**Sr Activities Revolving Fund**	**0.00**	**16,933.00**	**96,490.00**	**-96,490.00**	**0.000**

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
	Community TV Revolving Fund					
45-3401-4745-000-000	Cable Franshise Fees	0.00	79,325.04	319,891.31	-319,891.31	0.000
Totals	**Community TV Revolving Fund**	**0.00**	**79,325.04**	**319,891.31**	**-319,891.31**	**0.000**

TOWN OF HUDSON
AUTOMOBILE REGISTRATION BY MONTH
FISCAL YEARS 2014, 2015, 2016, 2017, 2018, 2019

	July	August	September	October	November	December	1st half Fiscal Year	January	February	March	April	May	June	2nd half Fiscal Year	Actual Fiscal Year Total	Budget Fiscal Year Total
FY2014	$302,224	$342,194	$323,076	$343,994	$301,425	$324,045	**$1,936,958**	$395,131	$337,171	$349,286	$365,528	$346,554	$413,203	**$2,206,872**	**$4,143,822**	**$3,800,000**
vs. Budget	8.0%	17.0%	25.5%	34.5%	42.4%	51.0%	**51.0%**	61.4%	70.2%	79.4%	89.1%	98.2%	109.0%	**58.1%**	**vs. Budget**	**109.0%**
FY2015	$322,029	$367,748	$337,695	$363,640	$322,115	$361,393	**$2,074,620**	$392,340	$350,311	$456,552	$397,465	$377,970	$475,774	**$2,450,411**	**$4,525,023**	**$4,000,000**
vs. Budget	8.1%	17.2%	25.7%	34.8%	42.8%	51.9%	**51.9%**	61.7%	70.4%	81.8%	91.8%	101.2%	113.1%	**61.3%**	**vs. Budget**	**113.1%**
FY2016	$355,622	$375,666	$396,497	$432,624	$383,736	$331,951	**$2,276,095**	$464,698	$434,255	$466,096	$378,514	$463,070	$492,415	**$2,699,048**	**$4,975,135**	**$4,200,000**
vs. Budget	8.5%	17.4%	26.9%	37.2%	46.3%	54.2%	**54.2%**	65.3%	75.6%	86.7%	95.7%	106.7%	118.5%	**64.3%**	**vs. Budget**	**118.5%**
FY2017	$327,635	$400,991	$435,251	$400,872	$390,525	$422,355	**$2,377,628**	$527,661	$425,856	$464,481	$397,461	$521,282	$460,464	**$2,797,204**	**$5,174,832**	**$4,550,000**
vs. Budget	7.2%	16.0%	25.6%	34.4%	43.0%	52.3%	**52.3%**	63.9%	73.2%	83.4%	92.2%	103.6%	113.7%	**61.5%**	**vs. Budget**	**113.7%**
FY2018	$345,710	$427,939	$416,805	$443,016	$371,576	$453,830	**$2,458,875**	$582,567	$460,122	$473,141	$402,980	$543,706	$507,592	**$2,970,108**	**$5,428,983**	**$4,700,000**
vs. Budget	7.4%	16.5%	25.3%	34.8%	42.7%	52.3%	**52.3%**	64.7%	74.5%	84.6%	93.1%	104.7%	115.5%	**63.2%**	**vs. Budget**	**115.5%**
FY2019	$429,067	$457,722	$389,685	$464,888	$471,953	$454,133	**$2,667,448**	$531,274	$504,668	$444,548	$561,605	$513,577		**$2,555,670**	**$5,223,118**	**$5,000,000**
vs. Budget	8.6%	17.7%	25.5%	34.8%	44.3%	53.3%	**53.3%**	64.0%	74.1%	83.0%	94.2%	104.5%		**51.1%**	**vs. Budget**	**104.5%**

TOWN OF HUDSON
GENERAL FUND INTEREST BY MONTH
FISCAL YEARS 2014, 2015, 2016, 2017, 2018, 2019

	July	August	September	October	November	December	1st half Fiscal Year	January	February	March	April	May	June	2nd half Fiscal Year	Actual Fiscal Year Total	Budget Fiscal Year Total
FY2014	$100	$0	$161	$114	$0	$148	**$523**	$60	$133	$126	$119	$94	$148	**$680**	**$1,203**	**$10,000**
vs. Budget	1.0%	1.0%	2.6%	3.8%	3.8%	5.2%	**5.2%**	5.8%	7.2%	8.4%	9.6%	10.6%	12.0%	**6.8%**	**vs. Budget**	**12.0%**
FY2015	$0	$0	$3,664	$1,732	$1,362	$1,000	**$7,758**	$0	$2,526	$3,773	$1,660	$1,342	$1,052	**$10,353**	**$18,111**	**$5,000**
vs. Budget	0.0%	0.0%	73.3%	107.9%	135.2%	155.2%	**155.2%**	155.2%	205.7%	281.1%	314.3%	341.2%	362.2%	**207.1%**	**vs. Budget**	**362.2%**
FY2016	$2,934	$0	$2,630	$417	$1,262	$990	**$8,232**	$1,703	$2,866	$2,296	$2,094	$2,444	$2,881	**$14,284**	**$22,516**	**$5,000**
vs. Budget	58.7%	58.7%	111.3%	119.6%	144.8%	164.6%	**164.6%**	198.7%	256.0%	301.9%	343.8%	392.7%	450.3%	**285.7%**	**vs. Budget**	**450.3%**
FY2017	$6,112	$0	$5,786	$4,242	$3,440	$2,256	**$21,836**	$0	$5,991	$9,498	$16,578	$6,333	$7,235	**$45,635**	**$67,471**	**$19,000**
vs. Budget	32.2%	32.2%	62.6%	84.9%	103.1%	114.9%	**114.9%**	114.9%	146.5%	196.4%	283.7%	317.0%	355.1%	**240.2%**	**vs. Budget**	**355.1%**
FY2018	$14,877	$14,656	$7,236	$4,331	$9,647	$6,947	**$57,694**	$16,560	$18,741	$14,208	$15,488	$19,596	$16,919	**$101,512**	**$159,206**	**$25,000**
vs. Budget	59.5%	118.1%	147.1%	164.4%	203.0%	230.8%	**230.8%**	297.0%	372.0%	428.8%	490.8%	569.1%	636.8%	**406.0%**	**vs. Budget**	**636.8%**
FY2019	$0	$45,557	$38,553	$27,494	$0	$46,686	**$158,289**	$45,246	$52,094	$42,049	$0	$66,149		**$205,538**	**$363,827**	**$120,000**
vs. Budget	0.0%	38.0%	70.1%	93.0%	93.0%	131.9%	**131.9%**	169.6%	213.0%	248.1%	248.1%	303.2%		**171.3%**	**vs. Budget**	**303.2%**