

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

July 9, 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 AND RESIGNATIONS
 - A. Resignation of R. Susan Horsley as a member to the Citizens Traffic Study Committee
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) Veteran Tax Credit - Map 197, Lot 137 - 1 Sycamore Street, w/recommendation to grant
 - 2) Discretionary Easement Application - Map 182, Lot 142 - 13 Water Street, w/recommendation to approve
 - 3) Discretionary Easement Application - Map 117, Lot 31 - 19 Parker Drive; Map 125, Lot 16 - 100 Robinson Road, w/recommendation to approve
 - 4) 2018 Tax Abatement - Map 210, Lot 1 - 6 Executive Drive, w/recommendation to approve
 - 5) 2018 Tax Abatement - Map 110, Lot 35 - 120 Old Derry Road, w/recommendation to approve
 - B. Water/Sewer Items - None
 - C. Licenses & Permits & Policies
 - 1) Request to Solicit Funds - Cub Scout Pack 19
 - 2) Raffle Permit - Knights of Columbus
 - 3) Raffle Permit - The Bar
 - 4) Raffle Permit - Hudson Republican Committee

- 5) Petition & License for one (1) new pole, Eversource License #298/84Y on Robinson Road
- 6) Petition & License for one (1) new pole, Eversource License #3175X/10Z on Ferry Street
- 7) Petition & License for one (1) new pole, Eversource License #281/6 (LTS 31/9Y) on Derry Road

D. Donations - None

E. Acceptance of Minutes

- 1) Minutes of the June 25, 2019 Meeting

F. Calendar

- | | | |
|-------|------|--|
| 07/10 | 7:00 | Planning Bd - Buxton CD Meeting Room |
| 07/11 | 7:00 | Zoning Bd Workshop - Buxton CD Meeting Room |
| 07/15 | 7:00 | Cemetery Trustees - Buxton CD Meeting Room |
| 07/15 | 7:00 | Capital Improvements Cte - BOS Meeting Room |
| 07/16 | 7:00 | Municipal Utility Cte - BOS Meeting Room |
| 07/17 | 6:00 | Library Trustees - Hills Memorial Library |
| 07/18 | 7:00 | Benson Park Cte - HCTV |
| 07/22 | 7:00 | Sustainability Cte - Buxton CD Meeting Room |
| 07/23 | 7:00 | Board of Selectmen - BOS Meeting Room |
| 07/24 | 7:00 | Planning Bd - Buxton CD Meeting Room |
| 07/25 | 1:00 | Trustees of Trust Fund - Buxton CD Meeting Room |
| 07/25 | 7:00 | Zoning Bd of Adjustment - Buxton CD Meeting Room |

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on June 25, 2019

- 1) *Motion by Selectman Coutu, seconded by Selectman Martin, to hire Chloe Kroner as a Regular Special Shift Employee at a rate of \$12.50 per hour, carried 4-0.*
- 2) *Motion by Selectman McGrath, seconded by Selectman Martin, to promote Master Patrol Officer Kevin Riley and Master Patrol Officer Patrick McStravick to the position of Sergeant at \$35.53 per hour according to the Hudson Police Employee Association Union Contract (Step 5). This elevation in rank would be effective July 1, 2019, carried 4-0.*
- 3) *Motion by Selectman McGrath, seconded by Selectman Martin, to hire Zachary Nardini, Leandro Sosa, Shane Grayson, Giomar Colon, Kraig Hoag, and Matthew Horton to the position of Full-Time Police Officers with a starting salary of \$23.68 per hour according to the Hudson Police Employee Association Union Contract. This will be contingent upon all six candidates passing the psychological and medical exams, carried 4-0.*
- 4) *Motion to adjourn at 8:59 p.m. by Selectman McGrath, seconded by Selectman Coutu, carried 4-0.*

B. Reconsideration of Motion Relative to Rick Harvey's Sewer Line Damage Claim

C. Sale of Town Property - 7 Alpha Street

8. NEW BUSINESS

- A. Recommendation - Copier Equipment Refinance and Additional Equipment and Software
- B. Bid Recommendation - Postage Machine Leases
- C. Police Department - Introducing the Department's Comfort Dog - Haven
- D. Creating a LEAN Management Culture
- E. Discussion Relative to E-mails for Boards and Committees
- F. Discussion Relative to Replacement of Police and Fire Dispatch Consoles and the Radio Infrastructure
- G. Police Detail Rates
- H. Request to Waive the Bidding Process for the Purchase of 3 Police Utility Vehicles
- I. Reorganization of Inspectional Services Division
- J. Hudson Police Employees Association Request to Commence Negotiations

9. REMARKS BY SCHOOL BOARD

10. OTHER BUSINESS/REMARKS BY THE SELECTMEN

11. NONPUBLIC SESSION

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

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

(b) The hiring of any person as a public employee; and

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

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 July 18, 2019.

Agenda 7-9-19
5 A.

Graham, Donna L

From: R Susan Horsley <endodoc91@aol.com>
Sent: Monday, July 1, 2019 10:10 AM
To: Graham, Donna L
Subject: Re: ID Badges

Good Morning Donna,

I am not going to be able to be on the Traffic Committee.

I am sorry for using up time on this.

Kind Regards,

Susan

-----Original Message-----

From: Graham, Donna L <DLGraham@hudsonnh.gov>
Sent: Thu, Jun 20, 2019 8:42 am
Subject: FW: ID Badges

Good morning -

As you are aware, the Board of Selectmen adopted the attached ID Badge Policy for employees, volunteers and elected officials.

Kathy Wilson will be available to provide each of you with an ID on the dates and times listed below. Thank you for support and assistance with completing this task. Chairmen if you have someone on your board or committee that does not have an e-mail address could you please pass this onto them. Also if either date conflicts with your schedule, please contact Kathy Wilson directly (816-1258) to make arrangements. Thank you for your assistance. Have a great rest of the week.

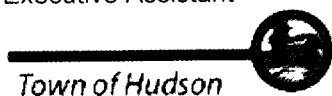
Date: Thursday, June 20, 2019
Location: 12 Lions Ave
Time: 8:30 am to 12:00 pm

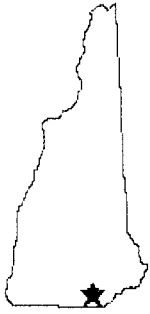
Date: Thursday, June 27, 2019
Location: Town Hall (my office)
Time: 8:00 am to 12:30 pm – 1:30 pm to 6:30 pm

Have a great day.

Donna

Donna L. Graham
Executive Assistant





TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov




Agenda 7.9.19
6. A. 1.

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

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: July 09, 2019

FROM: Jim Michaud, Chief Assessor 

RE: Veteran Tax Credit:

1 Sycamore St. – map 197/ lot 137

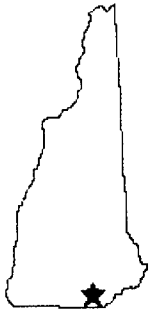
RECEIVED
JUL 02 2019
TOWN OF HUDSON
ASSESSOR'S OFFICE

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.

Steven Kopka - 1 Sycamore St. – map 197/ lot 137

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

Agenda 7-9-19
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

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor *JM*

RE: Discretionary Easement Application
Map 182 Lot 142 – 13 Water Street
Hudson Lions Club Inc.

July 9, 2019

RECEIVED
JUL 02 2019
TOWN OF HUDSON
CLERK OF TOWN

I have attached a Discretionary Easement Application, and draft Discretionary Easement Deed, submitted by Hudson Lions Club, Inc., on a parcel located on Water Street. The applicant and I have worked together in formatting the request in the form of sample Discretionary Easement deed. The parcel has been in the discretionary easement program, original dating back to 1992.

The Discretionary Easement program was designed by the legislature to, “encourage the preservation of open space ... maintaining the character of the state’s landscape, and conserving the land, water, forest, agricultural, recreational, and wildlife resources.” (RSA: 79-C: 1) As such, any potentially qualifying land has to meet a public benefits test and the applicant cites RSA 79-C: 3 II (b) (1) & (2), the terms of the law are attached.

If the Board grants the easements they have to decide how much of a public benefit this easement confers upon the public and decide upon a range of value within which the easement land will be assessed (RSA: 79-C: 7). For the Board’s benefit I have computed those ranges:

Map 182 Lot 142 – Parcel & Easement Area = 4.37 +/- Acres

High end of range is equal to the value under Current Use “Unproductive Land” classification of \$23 per acre, low end of the range is 75% of that value per acre, subject to adjustment by whatever the 2019 assessment ratio turns out to be in early spring 2020, as well as subject to changes per \$\$ acre as done annually by the State of NH’s Current Use Advisory Board (CUB).

Recommendation: High end of the range, currently \$23 per acre, subject to annual CUB changes per acre and annual application of local assessment ratio, for both parcels.

Next, the applicable RSA stipulates that if the parcel is taken out of the program in the 1st half of the easement term (the 1st 5 years), there will be a penalty of 20% of the fair market value, if taken out in the second half of the easement term (the last 5 years of the term) there will be a 15% penalty of the fair market value.

Lastly, the RSA allows that a penalty can occur at the end of the easement term, a penalty of up to 10% of the fair market value, consistent with prior easement terms on this property I have put in a penalty of 0% penalty at the end of the term. The penalty percentage is discretionary, and, while the owner is acceptable to the 0% penalty, the BOS can seek to change that to up to 10% if it chooses, which would then be presented to the owner to see if they agree.

Recommendation: To leave the penalty at the end of the easement term at 0% penalty.

Motion to approve Discretionary Easement Application, and applicable Discretionary Easement terms, as recommended by the Chief Assessor, for Tax Map 182 Lot 142 – 13 Water Street.

Cc: File

DiscEaseHudsonLions

FORM
PA-36

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME HUDSON		FIRST NAME LIONS CLUB INC.	
	LAST NAME		FIRST NAME	
	STREET ADDRESS PO BOX 3			
	ADDRESS (CONTINUED)			
	TOWN/CITY HUDSON		STATE NH	ZIP CODE 03051

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET 13 WATER STREET			
	TOWN/CITY HUDSON		COUNTY HILLSBOROUGH	
	NUMBER OF ACRES IN PARCEL 4.37 +/-		NUMBER OF ACRES IN REQUESTED EASEMENT 4.37 +/-	
	MAP # 182	LOT # 142	BOOK # 6971	PAGE # 363
	CHECK ONE: <input type="checkbox"/> Original Application <input checked="" type="checkbox"/> Renewal			TAX YEAR

STEP 3 REASON FOR DISCRETIONARY EASEMENT APPLICATION

Preservation of a Golf Course
 Preservation of an airport
 Preservation of Open Space
 Preservation of land for outdoor recreation by/or for the education of the general public

Description of Public Benefit:
A RECREATIONAL BALL FIELD USED FOR YOUTH BASEBALL GAMES

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

* TYPE OR PRINT NAME (in black ink) MARGARET ST. ONGE	SIGNATURE (in black ink) <i>Margaret St Onge</i>	DATE 6/33/19
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

* President, Hudson Lions Club

DISCRETIONARY EASEMENT APPLICATION

(CONTINUED)

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	Pending approval of Discretionary Easement agreement by landowner and assessing officials.
Comments:	

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) DAVID S. MORIN	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) KARA ROY	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) ROGER E. COUTU	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) MARILYN McGRATH	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) NORMAND G. MARTIN	SIGNATURE (in black ink)	DATE

STEP 7 DOCUMENTATION

(a) A map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
(b) An appraisal justifying the value of the requested easement.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**DISCRETIONARY EASEMENT DEED
PER N.H. RSA 79-C**

NOW COMES Hudson Lions Club Inc., of Hudson, County of Hillsborough, State of New Hampshire (hereinafter sometimes referred to as the "Grantor", which word, where the context requires, includes the plural, and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns),

FOR CONSIDERATION PAID, grants to the Town of Hudson, a municipal corporation with an address of 12 School Street, Hudson, County of Hillsborough, State of New Hampshire, (hereinafter sometimes referred to as the "Grantee", which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns)

WITH WARRANTY COVENANTS, for a term of 10 years (effective April 1 2019 thru April 1 2029) the following described Discretionary Easement on land in the Town of Hudson, County of Hillsborough, State of New Hampshire, pursuant to New Hampshire RSA 79-C; said land provides a demonstrated public benefit, in that:

- (a) The preservation of land for outdoor recreation by and for the education of, the general public where:
- (1) The general public has the regular opportunity for access to and use of the land for pedestrian purposes; and
 - (2) The land has conservation and recreational values which make it attractive for public use.

all consistent with and in accordance with N.H. RSA 79-C:3 "Qualifying Land", (herein referred to as the "Property"), being improved land consisting of a ballfield and its accessory structures, situated in the Town of Hudson, County of Hillsborough, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

The property contains approximately Four (4) acres (AKA Tax Map 182 Lot 142 - 13 Water Street) and features:

a recreational ballfield used for little league games and an additional 2 acres +/-consisting of a small pond and wooded area

The Discretionary Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

- A. The Property shall be maintained for 10 years as a recreation area_ without there being conducted thereon any other activities.
- B. The portion of the Property subject to the conservation easement shall not be subdivided or otherwise divided in ownership.
- C. No dwelling, aircraft landing strip, or mobile home shall be constructed, placed or introduced onto the Easement Area. Ancillary structures or improvements such as a road, dam, fence, bridge, culvert, barn, or shed may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site non-commercial outdoor recreational uses of the Property as long as they are not detrimental to the purposes of this Easement.
 - i. Such structures or improvements shall be sited to have minimal impact upon: recreational area on the Property.
- D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. Are necessary in the accomplishment of non-commercial outdoor recreational uses of the Property; and

iii. Are not detrimental to the purposes of this Easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment non-commercial outdoor recreational uses of the property and not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil on the Easement Area, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above. No such rocks, minerals, gravel, sand, topsoil, shall be removed from the Property.

H. The property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision, land use regulation or approval process or in calculating allowable unit density.

2. RESERVED RIGHTS

A. Grantor, for itself and its assigns, reserves the right to maintain, repair or replace utilities, and particularly any future septic system and leach field, on the Property that serve the Property.

B. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this Easement.

C. Grantor reserves the right to post against vehicles, motorized or otherwise.

D. Grantor reserves the right to maintain a lawn and garden on the area subject to this Easement.

E. Grantor reserves the right to post against hunting

F. Grantor reserves the right to fishing.

G. Grantor reserves the right to permit pedestrian access for recreational purposes.

H. Grantor reserves the right to permit public access for conservation education purposes.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Discretionary Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Discretionary Easement Deed.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

B. Grantee may not assign, transfer or release this Discretionary Easement without the consent of Grantor except as provided in N.H. RSA 79-C:8.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants for the stated term of the easement. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross.

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be paid to the Grantor and Grantee in proportion to the fair market values of their respective interests in that part of the Property condemned, said proportions having been established by an appraisal at the time of the conveyance of this Conservation Easement. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. ASSESSMENT

The assessed value of this Easement is set at the current use value established for Unproductive open space land under RSA 79-A.

9. RELEASE OF EASEMENT, EXPIRATION, RENEWAL

A. Release. This easement may be released by Grantee to Grantor prior to the expiration of the term of the easement upon a demonstration of extreme personal hardship by Grantor. Upon release of such easement upon demonstration of extreme personal hardship, the landowner shall pay the Tax Collector of the municipality (a) for a release during the first half of the duration of the easement, 20 percent of the RSA 75:1 full value assessment of such land; and (b) for a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such land.

B. Expiration. Upon expiration of this easement, Grantee shall pay an amount equal to 0 percent of the land's fair market value to be paid upon the final expiration of the terms of this easement or any renewal thereof.

9. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee, by accepting and recording this Discretionary Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Discretionary Easement Deed is delivered.

IN WITNESS WHEREOF, I hereunto set my hand this ^{19th} ~~25th~~ day of June, 2019.

Tracy Fay
Witness

Witness

Margaret A. St. Onge
Grantor

Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough, ss.

On this ~~25th~~^{14th} day of June, 2019, before me personally appeared Margaret St. Onge, President, Hudson Lions Club Inc., known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.


Notary Public/Justice of the Peace
Gordon Duane King II

GORDON DUANE KING II
Notary Public - New Hampshire
My Commission Expires December 19, 2023

ACCEPTED:

TOWN OF HUDSON _____

By: _____
Title: Chairman of Board of Selectmen
Duly Authorized

[Handwritten initials]



Hudson Lions

PO Box 3

Hudson, NH 03051

June 17, 2019

Dear Hudson Selectman,

The Hudson Lions Field, on behalf of the Hudson Lions Club is being provided to the Hudson Youth Baseball League for the express purpose of providing the youth of Hudson the opportunity to participate in baseball, build lifelong friendships and develop life skills that will help them think of service to others.

The Hudson Lions have maintained this field by providing manpower and materials for repairs, updated electrical work, banners, score board.

The field is provided to HYB free of charge. Given the fact that this property is being used for the benefit of Hudson Youth, we respectfully request the continued exemption you have extended to us for this property.

Respectfully,

Margaret St. Onge
President of Hudson Lions
238 Fox Hollow Drive

Cc: Daniel Guimond, Treasurer

State of New Hampshire

Hillsborough

SS.

April 25 A. D. 1951

Personally appeared the above-named Marcia H. Meyers and Philip Meyers, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument

and acknowledged the foregoing to be their voluntary act and deed—Before me:

J. Morton Rosenblum
Justice of the Peace

HILLSBOROUGH SS: Received and recorded

1-25 P. M., May 3, 1951

Examined by

Frank Corribeau

Register

Know all Men by these Presents,

That we, Sophie Raudonis, of Nashua, County of Hillsborough and State of New Hampshire, and Valeria Raudonis, of Hudson, County of Hillsborough and State of New Hampshire

for and in consideration of the sum of One Dollar and other Valuable Considerations to us in hand before the delivery hereof, well and truly paid by Hudson Lions Club Secretary Ralph Kelley the receipt whereof we do hereby acknowledge, have granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Hudson Lions Club Secretary Ralph Kelley his successors ~~here~~ and assigns forever,

A certain tract of land situated in said Hudson, containing two and one-eighth (2 1/8) acres, more or less, bounded and described as follows:

Beginning at a stone bound on the Southerly side of Water Street; thence Southerly at right angles with said street one hundred (100) feet to a stone bound; thence Easterly parallel with the Southerly line of said street and one hundred (100) feet distance therefrom four hundred eighty (480) feet, more or less, to a stake in a ditch at land formerly of Nathan Cummings; thence Southwesterly by said Cummings land two hundred ten (210) feet, more or less, to the corner of the ditch at land formerly of J. S. Winn; thence North seventy and three-fourths (70 3/4) degrees West by said Winn Land and land now or formerly of William Hutchinson about five hundred twenty (520) feet to a stone bound on the knoll at land formerly of Marsh; thence Northeasterly by said Marsh land about forty (40) feet to a stone bound at the corner of said Marsh land; thence Northwesterly by said Marsh land one hundred (100) feet to a stone bound at Water Street; thence Northeasterly by said street seven and thirty-five one hundredths (7 35/100) feet to a stone bound at an angle of said street; thence Easterly by said street fifty (50) feet to the place of beginning.

Meaning and intending to convey lot numbered 43 on a plan of lots of Rodney Fuller land, plan as copied by J. L. Clough and filed in the Hillsborough County Registry of Deeds as plan numbered 39, and also about two (2) acres or vacant land Southerly of the lots as laid out and numbered on said plan, said lot no. 43 measuring fifty-seven and thirty-five one hundredths (57 35/100) feet on said street and thirty-two and eight tenths (32 8/10) feet on the Southerly end.

Being the same premises conveyed to the said grantors by Anna G. Hamlin by her deed dated October 7, 1948 and recorded in the Hillsborough County Registry of Deeds, Volume 1203, Page 477.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging to the said **grantee, his successors and assigns**

~~and~~ ~~heirs and assigns~~ to them and their only proper use and benefit forever. And we the said **grantors**

for ourselves and our heirs, executors and administrators, do hereby covenant, grant, and agree to and with the said **grantee**.

Know all Men by these Presents,

BOOK

PAGE

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That we, Edgar Donah and Nellie E. Donah, husband and wife, both of Hudson, in the County of Hillsborough and State of New Hampshire, for and in consideration of the sum of One Dollar and other valuable considerations to us, in hand before the delivery hereof, well and truly paid by Hudson Lions Club, Inc., a voluntary corporation, duly organized under the laws of the State of New Hampshire, and having its principal meeting place in said Hudson,

do hereby acknowledge, have granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enicoff, convey, and confirm unto the said Hudson Lions Club, Inc., its successors and assigns forever.

A certain tract or parcel of land situate in Hudson, County of Hillsborough and State of New Hampshire, bounded and described as follows: Beginning at the northwest corner of the within described premises at land now or formerly of Raymond Victor Lemery and Lurena A. Lemery and at other land of the Grantors; thence running

- (1) North 76° 15' East 89.37 feet, more or less by said Lemery land to land formerly of Frenette and now of Hudson Lions Club, Inc.; thence
(2) South 25° 15' West 97.0 feet, more or less, by land of said Hudson Lions Club, Inc.; thence
(3) South 76° West 55 feet, more or less, by land of said Hudson Lions Club, Inc.; thence
(4) North 5° 39' East 79.51 feet, more or less, by land of the within Grantor to the place of beginning.

Meaning and intending to describe and convey a portion of the premises conveyed to the within Grantors by deed of Raymond Victor Lemery and Lurena A. Lemery dated June 9, 1950 and recorded in the Hillsborough County Registry of Deeds, Vol. 1258, Page 380.

Lowell, Massachusetts PARTIAL RELEASE December 15, 1953

FOR VALUE RECEIVED the mortgage of Edgar Donah and Nellie E. Donah to the undersigned, dated June 9, 1950, and recorded in the Hillsborough County Registry of Deeds, Vol. 1258, Page 420, is hereby released so far as it pertains to the within described premises; but as to all other premises therein described said mortgage shall remain in full force.



MERRIMACK RIVER SAVINGS BANK, BY:

Handwritten signature of Carl M. Gray

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging to the said Grantee corporation and its successors and

do hereby assigns, to it and its only proper use and benefit forever. And we the said Grantors for ourselves and our heirs, executors and administrators, do hereby covenant, grant, and agree to and with the said Grantee corporation and its successors and assigns, that until the delivery hereof we are the lawful owners of the said premises, and are seized and possessed thereof in our own right in fee simple: and have full power and lawful authority to grant, and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, except

Including all portable buildings, heating apparatus, plumbing, storm doors and windows, gas and oil burners, furnaces, and other fixtures on said premises or hereafter placed thereon, insofar as same are or can be by agreement, be made a part of the realty.

TO HAVE AND TO HOLD said premises to said mortgagee, its successors and assigns, to their use forever. And said mortgagor, his heirs, successors and assigns, executors and administrators covenant that he is owner of said premises, seized thereof in fee simple with full power and authority to grant and convey same in manner aforesaid; that said premises are free and clear of all incumbrances, and that the mortgagor, and his heirs, successors and assigns, executors and administrators will warrant and defend the same to said mortgagee and its successors and assigns against the claims of all persons whomsoever.

AND the mortgagor(s),

are husband and wife, and release all right of dower, curtesy, homestead, and other interest, in said premises. *wife-husband-of-said-mortgagor, release*

NEVERTHELESS this mortgage is upon the following express conditions, each and all of which the mortgagor, his heirs and assigns, covenant and agree to fulfill:

That the mortgagor, his heirs and assigns, shall perform and observe all of the terms and conditions of the note of even date herewith secured by this mortgage, and of any notes for future advances made pursuant to the terms of this mortgage and the agreement and conditions of the original note secured hereby.

That this mortgage shall secure a note of even date herewith in the amount of

Seventy-one hundred Dollars on which payments may be made from time to time and also notes which may ultimately be issued for additional loans to the mortgagor, his heirs or assigns, upon whatever terms of repayment and interest may be agreed upon, which notes are limited to the extent that at no time shall the total unpaid balance of all the notes secured by this mortgage exceed a maximum amount of

Eighty-five hundred Dollars. That the mortgagor, his heirs or assigns, will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sum advanced or paid by the mortgagee on account of any default of whatever nature by the mortgagor, his heirs or assigns, or any sum advanced or paid, whether before or after default, for taxes, water rates, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan.

That the mortgagor, his heirs and assigns, will keep said premises in good condition, and will not commit or permit any waste of said premises, reasonable wear and tear excepted.

That upon default in any condition of the mortgage or note secured hereby existing for more than sixty days, or if this mortgage is given to secure a construction loan and if said construction shall cease for a period of 30 days, or in the event of the bankruptcy or insolvency of the mortgagor, his heirs or assigns, or if proceedings to foreclose any junior mortgage or lien of any kind thereon, shall be instituted, or in the event of any levy or sale upon execution whereby the owner of the premises shall be deprived of his title or right of possession to said premises, then in any such case the entire mortgage debt shall become due and payable.

That upon such default mortgagee is hereby empowered and authorized to collect and receive any rents from any tenant occupying said mortgaged premises, and in case said premises are vacant, to rent or lease the same at such rental as mortgagee deems reasonable and apply all rents thus collected less reasonable costs of collection to the mortgage indebtedness.

That if mortgagor or assigns and mortgagee by written agreement shall provide for any modification or extension of the terms of the note secured hereby or of any other debt of mortgagor or assigns however secured, such agreement shall not operate to impair the validity of the lien of this mortgage.

If all the agreements hereinbefore set forth are complied with, then the foregoing deed is to be void; otherwise to remain in full force and virtue.

It is further agreed that on default of any of said conditions, said mortgagee, or its legal representatives or assigns shall have the customary power of sale, and may advertise said mortgaged premises for sale by publication of notice in some newspaper published at Manchester, and foreclose the same in conformity with the statutory provisions governing foreclosure proceedings upon power of sale mortgages, as set forth in the laws of New Hampshire; and in event of foreclosure the expense of the same including reasonable attorney fees shall be paid by the mortgagor, his heirs and assigns.

WITNESS our hand and seal this 5th day of February, 19 54.

Signed, sealed and delivered in presence of

Lemuel S. Eaton

Paul Louis Bourque
Claire T. Bourque

STATE OF NEW HAMPSHIRE, HILLSBOROUGH, SS. February 5, 19 54.

Personally appeared Paul Louis Bourque and Claire T. Bourque

and acknowledged the foregoing instrument to be their free act and deed. Before me, *Lemuel S. Eaton* Notary Public - Justice of the Peace

The notes referred to in the within mortgage represent which the mortgagee has either advanced at the date of said or is obligated as of said dates to advance to the mortgagor

HILLSBOROUGH SS: Received and recorded 8-30 A.M., February 9, 1954.

Examined by *Stuart Colburn* Register.

Know all Men by these Presents,

That we Hudson Lions Club Secretary, Ralph Kelley, and Ralph Kolley Individually, of Hudson, in the County of Hillsborough and State of New Hampshire

for and in consideration of the sum of One Dollar

5
Paul Louis Bourque
Claire T. Bourque
Lemuel S. Eaton
Notary Public - Justice of the Peace

6

to have in hand before the delivery hereof, well and truly paid by Hudson Lions Club, Inc., a corporation duly organized under the laws of New Hampshire and having a meeting the receipt whereof do hereby acknowledge, have granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Hudson Lions Club, Inc., its successors and assigns forever,

A certain tract or parcel of land situate in Hudson, County of Hillsborough and State of New Hampshire, bounded and described as follows: Beginning at a stone bound on the Southerly side of Water Street at land now or formerly of George H. Clark; thence running

- (1) South 10° 30' East 100.0 feet, more or less, by land of said Clark; thence
- (2) South 79° 30' West 37.9 feet, more or less, by land of said Clark; thence
- (3) South 64° 15' East 178.2 feet, more or less, by land now or formerly of the Bishop of Manchester and land now or formerly of Lemery; thence
- (4) South 25° 15' West 221.5 feet, more or less, by land now or formerly of Lemery and land of Hudson Lions Club, Inc.; thence
- (5) South 76° 15' West 55 feet, more or less, by said Hudson Lions Club, Inc. land to a stone bound; thence
- (6) South 2° 14' East 59.5 feet, more or less, by land now or formerly of Frenette; thence
- (7) South 70° 38' East 363.0 feet, more or less, by land now or formerly of Frenette to an iron pin; thence
- (8) North 23° 30' East 477.3 feet, more or less, by land formerly of J. A. Fuller and land now or formerly of Alphonse Dionne; thence
- (9) North 85° 30' West 480.6 feet, more or less, by land now or formerly of School District of Hudson and Lots 40, 41 and 42 on Plan No. 39 in Hillsborough County Registry of Deeds, to a stone bound; thence
- (10) North 4° 30' West 100.0 feet, more or less, by the land now or formerly of Robert J. McCarthy and Virginia F. McCarthy to a stone bound; thence
- (11) North 85° 30' West 50.0 feet, more or less, by the southerly line of Water Street; thence
- (12) South 79° 30' West 7.4 feet, more or less, by the southerly line of Water Street, to the place of beginning.

Meaning and intending to describe and convey the same premises conveyed to the within grantor by deed of Sophie and Valeria Raubold dated April 18, 1951 and recorded in the Hillsborough County Registry of Deeds, Vol.

1288, Page 218; deed of Town of Hudson dated April 30, 1951 and recorded in said Registry, Vol. 1290, Page 447 and deed of George and Laura Frenette dated April 26, 1951 and recorded in said Registry, Vol. 1287, Page 355.

Hudson, New Hampshire

February 8, 1954

A duly called meeting of the Hudson Lions Club was held on the 8th day of February, 1954, with notice to all its members of record on April 18, 1951, and all persons receiving membership subsequent thereto, and upon motion duly made and seconded, the within deed having been read, it was unanimously voted to authorize and empower Ralph Kelley, Secretary of Hudson Lions Club, to execute, acknowledge and deliver the within deed for and on behalf of Hudson Lions Club, an unincorporated civic-social club.

Attest:

Ralph A. Kelley
Secretary of Hudson Lions Club.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging to the said Grantee and its successors

~~and~~ ~~heirs~~ and assigns, to its ~~and~~ only proper use and benefit forever. And I the said Grantor for my self and my heirs, executors and administrators, do hereby covenant, grant, and agree to and with the said Grantee and its successors

~~and~~ ~~heirs~~ and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple: and have full power and lawful authority to grant, and convey the

WARRANTY DEED
FOR SIMPLE DETERMINABLE

Know all Men by these Presents,

~~That~~ The Roman Catholic Bishop of Manchester, a corporation sole, of Manchester, in the County of Hillsborough and State of New Hampshire, for and in consideration of the sum of One Dollar and other valuable considerations to it in hand before the delivery hereof, well and truly paid by Hudson Lions Club, Inc., a voluntary corporation duly organized ~~for and in consideration of the sum of One Dollar and other valuable~~ under the laws of the State of New Hampshire and having its principal meeting place in Hudson, in said County and ~~xxxxxx~~ State,

does
the receipt whereof / ~~do~~ hereby acknowledge, have granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Hudson Lions

Club, Inc., its successors and ~~xxxxxx~~ assigns ~~xxxxxx~~, so long as the within described premises are used for a public recreation area, but upon it ceasing to be used as such it shall automatically revert to and become the sole property of the Grantor or His successors,

A certain tract or parcel of land situate in Hudson, County of Hillsborough and State of New Hampshire, bounded and described as follows: Beginning at the Northwest corner of the within described premises at land formerly of F. Hamlin and now owned by Hudson Lions Club, Inc.; thence running

- (1) South 64° 15' East 88.04 feet, more or less, by said land of Hudson Lions Club, Inc. to land now or formerly of Raymond Victor Lemery and Lurena A. Lemery; thence
- (2) South 79° 30' West 81.55 feet, more or less, by said Lemery land to other land of The Roman Catholic Bishop of Manchester; thence
- (3) North 5° 39' East 54.54 feet by said other land of The Roman Catholic Bishop of Manchester to the place of beginning.

Being a triangular tract. Meaning and intending to describe and convey a part of the premises conveyed to the within Grantor by deed of Raymond Victor Lemery dated August 8, 1949 and recorded in the Hillsborough County Registry of Deeds, Vol. 1229, Page 22.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging to the said Grantee corporation and its successors and assigns, so long as the within described premises are used as a public recreation area, but upon it ceasing to be used as such it shall automatically revert to and become the sole property of the Grantor or His successors. ~~forever~~ And the said Grantor Corporation, its successors and assigns, does for itself and its ~~xxxxxx~~ hereby covenant, grant, and agree to and with the said Grantee corporation and its successors and assigns

~~xxxxxx~~ that until the delivery hereof it is the lawful owner of the said premises, and is seized and possessed thereof in its own right in fee simple: and have full power and lawful authority to grant, and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, except

and that / The said Grantor Corporation and its successors and assigns shall and will warrant and defend the same to the said Grantee Corporation and its successors and assigns so long as the within described premises are used as a public recreation area, but upon it ceasing to be ~~xxxxxx~~ against the ~~xxxxxx~~ used as such it shall automatically revert to and ~~xxxxxx~~ become the sole property of the ~~xxxxxx~~ Grantor or His successors.

And we and each of us do hereby release all rights of HOMESTEAD secured to us, or either of us, by Chapter 260 of the Revised Laws of New Hampshire or by any other statute or statutes of said State. The Roman Catholic Bishop of Manchester, has

IN WITNESS WHEREOF / ~~do~~ hereunto set his hand and seal this 20th day of February in the year of our Lord, one thousand nine hundred and fifty-four.



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov




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

Agenda 7-9-19
W.A.S.

RECEIVED
JUL 02 2019

TO: Board of Selectmen
Steve Malizia, Town Administrator

July 9, 2019

FROM: Jim Michaud, Chief Assessor 

RE: Discretionary Easement Application
Map 117 Lot 31 – 19 Parker Drive/ Map 125 Lot 16 – 100 Robinson Road
Ruth M. Parker, Trustee

I have attached Discretionary Easement Application's, and draft Discretionary Easement Deeds, submitted by Ruth M. Parker, Trustee, on parcels located on Parker Drive & Robinson Road. The applicant and I have worked together in formatting her request in the form of sample Discretionary Easement deeds. The parcels are currently in the discretionary easement program, original dating back to 1984, and their terms expire in 2020.

The Discretionary Easement program was designed by the legislature to, "encourage the preservation of open space ... maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, recreational, and wildlife resources." (RSA: 79-C: 1) As such, any potentially qualifying land has to meet a public benefits test and the applicant cites RSA 79-C: 3 II (b) (1) & (2), the terms of the law are attached.

If the Board grants the easements they have to decide how much of a public benefit this easement confers upon the public and decide upon a range of value within which the easement land will be assessed (RSA: 79-C: 7). For the Board's benefit I have computed those ranges:

Map 117 Lot 31 – Parcel & Easement Area = 2.85 +/- Acres

High end of range is equal to the value under Current Use "All Other Forest Land - Unmanaged" classification of \$57 to \$38 per acre, low end of the range is 75% of those values per acre, both subject to adjustment by whatever the 2019 assessment ratio turns out to be in early spring 2020, as well as subject to changes per \$\$ acre as done annually by the State of NH's Current Use Advisory Board (CUB).

Map 125 Lot 16 – Parcel & Easement Area = 1.699 +/- Acres

High end of range is equal to the value under Current Use “All Other Forest Land - Unmanaged” classification of \$57 to \$38 per acre, low end of the range is 75% of those values per acre, both subject to adjustment by whatever the 2019 assessment ratio turns out to be in early spring 2020, as well as subject to changes per \$\$ acre as done annually by the State of NH’s Current Use Advisory Board.

Recommendation: High end of the range, currently \$57 per acre, subject to annual CUB changes per acre and annual application of local assessment ratio, for both parcels.

Next, the applicable RSA stipulates that if the parcel is taken out of the program in the 1st half of the easement term (the 1st 10 years), there will be a penalty of 20% of the fair market value, if taken out in the second half of the easement term (the last 10 years of the term) there will be a 15% penalty of the fair market value.

Lastly, the RSA allows that a penalty can occur at the end of the easement term, a penalty of up to 10% of the fair market value, consistent with current and prior easement terms on these two properties I have put in a penalty of 0% penalty at the end of the term. The penalty percentage is discretionary, and, while the owner is acceptable to the 0% penalty, the BOS can seek to change that to up to 10% if it chooses, which would then be presented to the owner to see if they agree.

Recommendation: To leave the penalty at the end of the easement term at 0% penalty.

Motion to approve Discretionary Easement Applications, and applicable Discretionary Easement terms, as recommended by the Chief Assessor, for Tax Map 117 Lot 31 – 100 Robinson Road and Tax Map 125 Lot 16 – 19 Parker Drive.

Cc: File

DiscEaseParker

79-C:1 Declaration of Public Interest. – It is hereby declared to be in the public interest to encourage the preservation of open space which is potentially subject to development, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, recreational, and wildlife resources. It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. The means for encouraging preservation of open space authorized by this chapter is the acquisition of discretionary easements of development rights by town or city governments on such open space land which provides a demonstrated public benefit.

79-C:2 Definitions. –

In this chapter:

- I. "Discretionary easement" means a restriction of open space land granted to a city or town for a term of 10 or more years.
- II. "Public benefit" shall have the meaning described in RSA 79-C:3.
- III. "Golf course land" means a parcel of 10 acres or more of land used in the playing of the game of golf including greens, fairways, tees, traps, and roughs, and such other areas which are located within the established playing area.

79-C:3 Qualifying Land. –

- I. Any owner of land which does not meet the criteria for open space land as defined in RSA 79-A but meets the tests of demonstrated public benefit in paragraph II of this section and who wishes to keep the land in a use consistent with the purposes of this chapter may apply to the governing body of the municipality in which the land is located to convey a discretionary easement to the municipality.
- II. A discretionary easement on open space land shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:
 - (a) The preservation of land for outdoor recreation by, or for the education of, the general public where:
 - (1) The general public has the regular opportunity for access to and use of the land for pedestrian purposes; and
 - (2) The land has conservation and recreational values which make it attractive for public use.
 - (b) A relatively natural habitat for fish, wildlife, or plants, or similar ecosystem, where:
 - (1) The property is in a relatively natural state; and
 - (2) Rare or endangered or threatened species are present; or the property contributes to the ecological viability of a park or other conservation area; or otherwise represents a high quality native terrestrial or aquatic ecosystem.
 - (c) The preservation of open space land, where:
 - (1) There is scenic enjoyment by the general public from a public way or from public waters; or
 - (2) The open space protection is pursuant to a clearly delineated federal, state, or local conservation policy.
 - (d) The preservation of an historically important land area, where:
 - (1) The property is either independently significant due to recorded local, regional, or state history, or is within a historic district; or
 - (2) The property is immediately adjacent to an historic district; or
 - (3) The land's physical or environmental features contribute to the historic or cultural integrity of a property listed on the National Register of Historic Places.

(e) The preservation of an airport, as defined in RSA 422, excluding the value of any buildings, runways, or other structures, where:

(1) The airport serves, or contributes to satisfying, the air transportation needs of the municipality or of its region; or

(2) The continuation of the airport serves to preserve natural habitat or open space as set forth in subparagraphs (b) or (c), which might otherwise be potentially affected by development.

(f) The preservation of a golf course which meets any of the above tests of public benefit and is open to the general public.

79-C:4 Application Procedure. –

I. Any owner of land which meets the tests of public benefit in RSA 79-C:3, II may apply to the governing body to grant a discretionary easement to the municipality not to subdivide, develop, or otherwise change the use of such land to a more intensive use inconsistent with the purposes of this chapter.

II. No owner of land shall be entitled to have a particular parcel of land classified for any tax year under the provisions of this chapter unless the owner has applied to the governing body on or before April 15 of the tax year on a form provided by the commissioner of the department of revenue administration. Such application shall include a map of the land to be subject to the discretionary easement, a description of how the property meets the tests of public benefit in RSA 79-C:3, and an appraisal of the value of the easement to be conveyed.

79-C:5 Approval, Denial. –

I. If the governing body finds that the proposed use of such land is consistent with the purposes of this chapter, it may take steps to acquire discretionary easements as provided in this chapter. In exercising its discretion, the local governing body may weigh the public benefit to be obtained versus the tax revenue to be lost if such an easement is granted. The governing body shall have no more than 60 days to act upon the application.

II. If the governing body denies the application to grant a discretionary easement to the municipality, such denial shall be accompanied by a written explanation. The local governing body's decision may be appealed using the procedures of either RSA 79-A:9 or 79-A:11, provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith, discrimination, or the application of criteria other than those set forth in RSA 79-C:3 and paragraph I of this section.

III. The easement shall be a burden upon the land and shall bind all transferees and assignees of such land. An easement granted pursuant to this subdivision shall not be assigned, transferred, or released by the municipality without the consent of the owner, except as provided in RSA 79-C:8.

79-C:6 Terms; Recording. – Any easement acquired by the municipality pursuant to this chapter shall be for a minimum of 10 years. The easement terms shall include the method of assessment pursuant to RSA 79-C:7, the terms of expiration pursuant to RSA 79-C:8, II, and the terms of renewal pursuant to RSA 79-C:8, III. The local governing body shall provide for the recording of such easements with the register of deeds. Any costs of recording shall be the responsibility of the applicant.

79-C:7 Assessment of Land Subject to Discretionary Easement. –

The method of assessment of discretionary easement land, excluding any buildings, their curtilage, appurtenances, or other improvements, shall be included as a term of the agreement in any discretionary easement acquired by a municipality, and shall fall within a range of values determined as

follows:

I. One end of the range shall consist of the value such land would have been assigned under the current use values established pursuant to RSA 79-A, if the land had met the criteria for open space land under that chapter.

II. The other end of the range shall be determined by multiplying 75 percent of the land's fair market value by the current equalization rate.

III. The local governing body shall have the discretion to set the value of the discretionary easement at a level within this range which it believes reflects the public benefit conferred by the property, under the criteria set forth in RSA 79-C:3 and RSA 79-C:5, I.

79-C:8 Release of Easement, Expiration, Renewal, Consideration. –

I. Any landowner who has granted a discretionary easement to a municipality pursuant to the terms of this chapter, after the effective date of this chapter, may apply to the local governing body of the municipality in which the property subject to a discretionary easement is located for a release from such easement upon a demonstration of extreme personal hardship. Upon release from such easement, a landowner shall pay the following consideration to the tax collector of the municipality:

(a) For a release within the first half of the duration of the easement, 20 percent of the RSA 75:1 full value assessment of such land.

(b) For a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such land.

II. The terms of agreement may include specification of an amount, if any, up to 10 percent of fair market value, to be paid upon final expiration of the terms of the discretionary easement or renewed discretionary easement.

III. Upon the expiration of the terms of the discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application; provided, however, that at the time of the original granting of the discretionary easement, the parties may include, as a term of the agreement, a provision for automatic renewal for the same term as the original. Such a provision may include the specification of the manner in which the tax assessment on the property for the next term is to be determined at the time of renewal.

IV. The tax collector shall issue a receipt to the owner of such land and a copy to the local governing body for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the owner who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release.

79-C:9 Payment; Collection. –

I. If a consideration is due under RSA 79-C:8, I or II, the assessed value shall be determined as of the actual date of the release or expiration. Any consideration is in addition to the annual real estate tax imposed upon the property, and shall be due and payable upon the release or expiration.

II. Any consideration shall be due and payable by the owner at the time of release or expiration to the municipality in which the property is located. If the property is located in an unincorporated town or unorganized place, the tax shall be due and payable by the owner at the time of release or expiration to the county in which the property is located. Moneys paid to a county under this chapter shall be used to pay for the cost of services provided in RSA 28:7-a and RSA 28:7-b. Any consideration shall be due and

payable according to the following procedure:

(a) The commissioner shall prescribe and issue forms to the local assessing officials for the consideration due, which shall provide a description of the property, the discretionary easement, the RSA 75:1 full value assessment, and the amount payable.

(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the consideration along with a special tax warrant authorizing the collector to collect the consideration under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of tax. Such bill shall be mailed within 12 months of the release or expiration.

(d) Payment of the consideration shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any consideration not paid within the 30-day period.

79-C:10 Exemption for Eminent Domain. – If any of the land which is subject to a discretionary easement is condemned by any governmental agency or is acquired through eminent domain proceedings, the local governing body shall execute a release of the easement to the owner. None of the liquidated consideration provisions of RSA 79-C:8, I and II shall be applicable to releases granted pursuant to this section.

79-C:11 Local Easement Programs. – This chapter shall not be construed to limit the development of any other state, county, town, or city easement program for conservation, recreation, or other purposes.

79-C:12 Lien for Unpaid Taxes. – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-C:8.

79-C:13 Enforcement. – All taxes levied pursuant to RSA 79-C:8 which are not paid when due shall be collected in the same manner as provided in RSA 80.

79-C:14 Rulemaking. –

The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to:

I. The application procedures under RSA 79-C:4.

II. The payment and collection procedures under RSA 79-C:9.

79-C:15 Applicability of Chapter. – All discretionary easement applications which were granted by a municipal governing body on or before August 2, 1996 shall continue to be governed for the remainder of their term of years by RSA 79-A, including those provisions amended or repealed by 1996, 176. This chapter shall apply only to applications for discretionary easements granted after August 2, 1996. The intent of the legislature is to honor the statutory terms upon which the parties relied and under which discretionary easements were granted before the effective date of this chapter. When those easements granted on or before August 2, 1996 expire, they shall be subject to renewal under this chapter.

FORM
PA-36

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME PARKER	FIRST NAME RUTH M.
	LAST NAME PARKER REV TRUST	FIRST NAME RUTH M., TRUSTEE
	STREET ADDRESS 11 OLD ROBINSON RD	
	ADDRESS (CONTINUED)	
	TOWN/CITY HUDSON	STATE NH

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET 19 PARKER DRIVE			
	TOWN/CITY HUDSON	COUNTY HILLSBOROUGH		
	NUMBER OF ACRES IN PARCEL 1.699	NUMBER OF ACRES IN REQUESTED EASEMENT 1.699		
	MAP # 125	LOT # 016	BOOK # 6417	PAGE # 586
	CHECK ONE: <input type="checkbox"/> Original Application <input checked="" type="checkbox"/> Renewal			TAX YEAR 2020-2040

STEP 3 REASON FOR DISCRETIONARY EASEMENT APPLICATION

Preservation of a Golf Course
 Preservation of an airport
 Preservation of Open Space
 Preservation of land for outdoor recreation by/or for the education of the general public

Description of Public Benefit:
A RELATIVELY NATURAL HABITAT FOR FISH, WILDLIFE, PLANTS AND SIMILAR ECOSYSTEM - SEE RSA 79-C:3 II (b)(1)(2)

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) RUTH M. PARKER, TRUSTEE	SIGNATURE (in black ink) <i>Ruth M. Parker, TTE</i>	DATE 6/24/2019
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT APPLICATION
 (CONTINUED)

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

<input type="checkbox"/>	APPROVED	Pending approval of Discretionary Easement agreement by landowner and assessing officials.
<input type="checkbox"/>	DENIED	
Comments:		

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (ink black ink) DAVID S. MORIN	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) KARA ROY	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) ROGER E. COUTU	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) MARILYN McGRATH	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) NORMAND G. MARTIN	SIGNATURE (in black ink)	DATE

PLEASE
SIGN
BLACK
INK

STEP 7 DOCUMENTATION

(a) A map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
(b) An appraisal justifying the value of the requested easement.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**DISCRETIONARY EASEMENT DEED
PER N.H. RSA 79-C**

NOW COMES Ruth M. Parker, Trustee of the Ruth M. Parker Revocable Trust, of Hudson, County of Hillsborough, State of New Hampshire (hereinafter sometimes referred to as the "Grantor", which word, where the context requires, includes the plural, and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns),

FOR CONSIDERATION PAID, grants to the Town of Hudson, a municipal corporation with an address of 12 School Street, Hudson, County of Hillsborough, State of New Hampshire, (hereinafter sometimes referred to as the "Grantee", which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns)

WITH WARRANTY COVENANTS, for a term of 20 years, the following described Discretionary Easement on land in the Town of Hudson, County of Hillsborough, State of New Hampshire, pursuant to New Hampshire RSA 79-C; said land provides a demonstrated public benefit, in that:

A relatively natural habitat for fish, wildlife, or plants, or similar ecosystem exists where:

- (1) The property is in a relatively natural state; and
- (2) Rare or endangered or threatened species are present; or the property contributes to the ecological viability of a wildlife sanctuary or otherwise represents a high quality native terrestrial and aquatic ecosystem

All consistent with and in accordance with N.H. RSA 79-C:3 "Qualifying Land", (herein referred to as the "Property"), being unimproved land situated in the Town of Hudson, County of Hillsborough, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

The property contains approximately 1.699 acres and features:

No buildings or roadways; contains wooded areas (1 acres +/-) and wetlands (.699 +/- acre); habitat for wildlife, plants & fish. Property in natural state bordering on Robinson Pond and enhances conservation land.

The Discretionary Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

- A. The portion of the Property subject to the conservation easement shall not be subdivided or otherwise divided in ownership.
- B. No dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, or mobile home shall be constructed, placed or introduced onto the Easement Area. Ancillary structures or improvements such as a road, dam, fence, bridge, culvert, barn, maple sugar house or shed may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land-based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property as long as they are not detrimental to the purposes of this Easement.
 - i. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the Property.
- C. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:
 - i. Are commonly necessary in the accomplishment of the forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and
 - ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the purposes of this Easement.

2. RESERVED RIGHTS

- A. Grantor reserves the right to post against vehicles, motorized or otherwise.
- B. Grantor reserves the right to maintain a lawn and garden on the area subject to this Easement.
- C. Grantor reserves the right to permit pedestrian access for recreational purposes.
- D. Grantor reserves the right to permit public access for conservation education purposes.
- E. Grantor reserves the right to permit public access for historical education purposes.
- F. Grantor reserves the right to permit landscaping consistent with historical education purposes.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Discretionary Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Discretionary Easement Deed.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.
- B. Grantee may not assign, transfer or release this Discretionary Easement without the consent of Grantor except as provided in N.H. RSA 79-C:8.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants for the stated term of the easement. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross.

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be paid to the Grantor and Grantee in proportion to the fair market values of their respective interests in that part of the Property condemned, said proportions having been established by an appraisal at the time of the conveyance of this Conservation Easement. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. ASSESSMENT

The assessed value of this Easement is set at the current use value's for "Unmanaged Other Forest Land" currently in place on said property subject to current use value adjustments as determined by the Current Use Board under RSA 79-A.

9. RELEASE OF EASEMENT, EXPIRATION, RENEWAL

A. Release. This easement may be released by Grantee to Grantor prior to the expiration of the term of the easement upon a demonstration of extreme personal hardship by Grantor. Upon release of such easement upon demonstration of extreme personal hardship, the landowner shall pay the Tax Collector of the municipality (a) for a release during the first half of the duration of the easement, 20 percent of the RSA 75:1 full value assessment of such land; and (b) for a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such land.

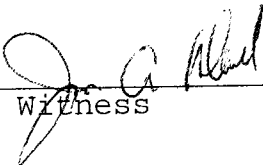
B. Expiration. Upon expiration of this easement Grantee shall pay an amount equal to 0 percent of the lands fair market value to be paid upon the final expiration of the terms of this easement or any renewal thereof.

10. SEVERABILITY

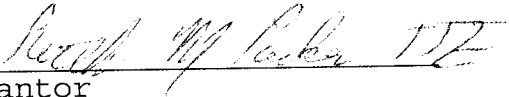
If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee, by accepting and recording this Discretionary Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Discretionary Easement Deed is delivered.

IN WITNESS WHEREOF, I hereunto set my hand this ²⁴th day of
Emp, 2019.



Witness



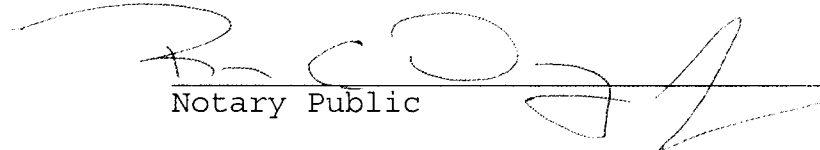
Grantor

Witness

Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough, ss.

On this 24 th day of Jun , 2019, before me personally
appeared Ruth M. Parker, known to me, or satisfactorily proven,
to be the person whose name is subscribed to the foregoing
instrument, and acknowledged that she executed the same as her
free act and deed for the purposes therein contained.



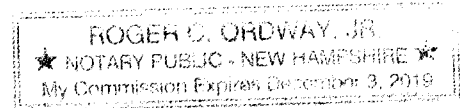
Notary Public

ACCEPTED:

TOWN OF Hudson _____

By: David S. Morin

Title: Chairman of Board of Selectmen
Duly Authorized



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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Ruth Margaret Parker, a single person, presently having an address of 11 Old Robinson Road, Hudson, New Hampshire, for no consideration paid, grant to Ruth M. Parker, as Trustee of the Ruth M. Parker Revocable Trust, a New Hampshire revocable trust established pursuant to a revocable trust agreement dated April 2, 2001, by and between Ruth M. Parker as Grantor and as Trustee and having an address of 11 Old Robinson Road, Hudson, New Hampshire, the following with Warranty Covenants:

A certain lot of land in Hudson, Hillsborough County, New Hampshire shown as Lot #9 on a plan entitled "Phase Two Subdivision of Land of Charles C. Parker, Robinson Road, Hudson, N.H. Scale 1"=50' Dated Aug. 1971", recorded in the Hillsborough County Registry of Deeds as Plan #5261 (3-60) said Lot #9 more particularly bounded and described as follows:

Beginning at a point in the south line of a proposed road on said plan at the northeast corner of Lot #10 at the northwest corner of the premises; thence

1. South 76° 25' 37" East along said proposed road one hundred and 00/100 (100.00) feet to a point; thence
2. South 13° 34' 25" West along a right of way on said plan two hundred sixty (260) feet, more or less, to Robinson Pond; thence
3. Westerly, Southerly and Northwesterly along Robinson Pond to Lot #10 on said plan; thence
4. North 34° 04' West along Lot #10 three hundred sixty (360) feet, more or less, to the point of beginning.

Containing 74,000 square feet or 3.00 acres according to said plan.

Meaning and intending to convey the same premises as conveyed to Ruth Margaret Parker by Charles C. Parker, dated 1972 and recorded in the Hillsborough County Registry of Deeds at Book 2262, Page 248.

The Grantor also hereby conveys to the Grantee all reversionary rights which the Grantor has, in and to a Discretionary Easement Deed dated July 27, 1999 and recorded in the Hillsborough County Registry of Deeds at Book 6142, page 0920.

This is not a homestead property.

WITNESS my hand and seal this 2nd day of April, 2001.

[Signature]
Witness

Ruth Margaret Parker
Ruth Margaret Parker

Louise M. Zill
Witness

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

***** THOUSAND * HUNDRED AND 40 DOLLARS

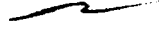
MO. DAY YR. 05/11/2001 483371 \$ *****40.00

VOID IF ALTERED

BK 64 1 7PG 0586

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Personally appeared the above named Ruth Margaret Parker and acknowledged the foregoing to be her free act and deed. Before me this 2nd day of April, 2001.



Justice of the Peace / Notary Public
My commission expires:

FRED J. FORMAN, Justice of the Peace
My Commission Expires August 6, 2002

BK6417PG0587

FORM
PA-36

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME PARKER	FIRST NAME RUTH M.
	LAST NAME PARKER REV TRUST	FIRST NAME RUTH M., TRUSTEE
	STREET ADDRESS 11 OLD ROBINSON RD	
	ADDRESS (CONTINUED)	
	TOWN/CITY HUDSON	STATE NH

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET 100 ROBINSON RD		
	TOWN/CITY HUDSON	COUNTY HILLSBOROUGH	
	NUMBER OF ACRES IN PARCEL 2.85	NUMBER OF ACRES IN REQUESTED EASEMENT 2.85	
	MAP # 117	LOT # 031	BOOK # 6417
			PAGE # 584
	CHECK ONE: <input type="checkbox"/> Original Application <input checked="" type="checkbox"/> Renewal		

STEP 3 REASON FOR DISCRETIONARY EASEMENT APPLICATION

Preservation of a Golf Course
 Preservation of an airport
 Preservation of Open Space
 Preservation of land for outdoor recreation by/or for the education of the general public

Description of Public Benefit:
A RELATIVELY NATURAL HABITAT FOR FISH, WILDLIFE, PLANTS AND SIMILAR ECOSYSTEM - SEE RSA 79-C:3 II (b)(1)(2)

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) RUTH M. PARKER, TRUSTEE	SIGNATURE (in black ink) <i>Ruth M Parker TTE</i>	DATE 6/24/2017
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT APPLICATION
(CONTINUED)

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

<input type="checkbox"/> APPROVED	Pending approval of Discretionary Easement agreement by landowner and assessing officials.
<input type="checkbox"/> DENIED	
Comments:	

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (ink black ink) DAVID S. MORIN	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) KARA ROY	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) ROGER E. COUTU	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) MARILYN McGRATH	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink) NORMAND G. MARTIN	SIGNATURE (in black ink)	DATE

SIGN
BLACK
PL

STEP 7 DOCUMENTATION

(a) A map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
(b) An appraisal justifying the value of the requested easement.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**DISCRETIONARY EASEMENT DEED
PER N.H. RSA 79-C**

NOW COMES Ruth M. Parker, Trustee of the Ruth M. Parker Revocable Trust, of Hudson, County of Hillsborough, State of New Hampshire (hereinafter sometimes referred to as the "Grantor", which word, where the context requires, includes the plural, and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns),

FOR CONSIDERATION PAID, grants to the Town of Hudson, a municipal corporation with an address of 12 School Street, Hudson, County of Hillsborough, State of New Hampshire, (hereinafter sometimes referred to as the "Grantee", which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns)

WITH WARRANTY COVENANTS, for a term of 20 years, the following described Discretionary Easement on land in the Town of Hudson, County of Hillsborough, State of New Hampshire, pursuant to New Hampshire RSA 79-C; said land provides a demonstrated public benefit, in that:

A relatively natural habitat for fish, wildlife, or plants, or similar ecosystem exists where:

- (1) The property is in a relatively natural state; and
- (2) Rare or endangered or threatened species are present; or the property contributes to the ecological viability of a wildlife sanctuary or otherwise represents a high quality native terrestrial and aquatic ecosystem

All consistent with and in accordance with N.H. RSA 79-C:3 "Qualifying Land", (herein referred to as the "Property"), being unimproved land situated in the Town of Hudson, County of Hillsborough, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

The property contains approximately 3.00 acres and features:

No buildings or roadways; contains wooded areas (2 acres) and wetlands (1 +/- acre); habitat for wildlife, plants & fish. Property in natural state bordering on Robinson Pond and enhances conservation land.

The Discretionary Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

- A. The portion of the Property subject to the conservation easement shall not be subdivided or otherwise divided in ownership.
- B. No dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, or mobile home shall be constructed, placed or introduced onto the Easement Area. Ancillary structures or improvements such as a road, dam, fence, bridge, culvert, barn, maple sugar house or shed may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land-based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property as long as they are not detrimental to the purposes of this Easement.
 - i. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the Property.
- C. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:
 - i. Are commonly necessary in the accomplishment of the forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and
 - ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the purposes of this Easement.

2. RESERVED RIGHTS

- A. Grantor reserves the right to post against vehicles, motorized or otherwise.
- B. Grantor reserves the right to maintain a lawn and garden on the area subject to this Easement.
- C. Grantor reserves the right to permit pedestrian access for recreational purposes.
- D. Grantor reserves the right to permit public access for conservation education purposes.
- E. Grantor reserves the right to permit public access for historical education purposes.
- F. Grantor reserves the right to permit landscaping consistent with historical education purposes.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Discretionary Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Discretionary Easement Deed.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.
- B. Grantee may not assign, transfer or release this Discretionary Easement without the consent of Grantor except as provided in N.H. RSA 79-C:8.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants for the stated term of the easement. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross.

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be paid to the Grantor and Grantee in proportion to the fair market values of their respective interests in that part of the Property condemned, said proportions having been established by an appraisal at the time of the conveyance of this Conservation Easement. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. ASSESSMENT

The assessed value of this Easement is set at the current use value's for "Unmanaged Other Forest Land" currently in place on said property subject to current use value adjustments as determined by the Current Use Board under RSA 79-A.

9. RELEASE OF EASEMENT, EXPIRATION, RENEWAL

A. Release. This easement may be released by Grantee to Grantor prior to the expiration of the term of the easement upon a demonstration of extreme personal hardship by Grantor. Upon release of such easement upon demonstration of extreme personal hardship, the landowner shall pay the Tax Collector of the municipality (a) for a release during the first half of the duration of the easement, 20 percent of the RSA 75:1 full value assessment of such land; and (b) for a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such land.

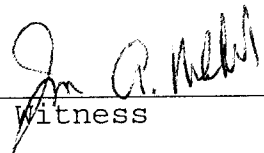
B. Expiration. Upon expiration of this easement Grantee shall pay an amount equal to 0 percent of the lands fair market value to be paid upon the final expiration of the terms of this easement or any renewal thereof.

10. SEVERABILITY

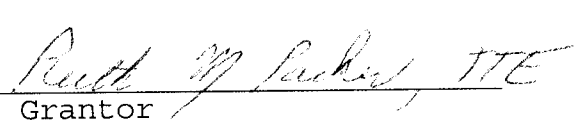
If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee, by accepting and recording this Discretionary Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Discretionary Easement Deed is delivered.

IN WITNESS WHEREOF, I hereunto set my hand this 24th day of June, 2019.



Witness



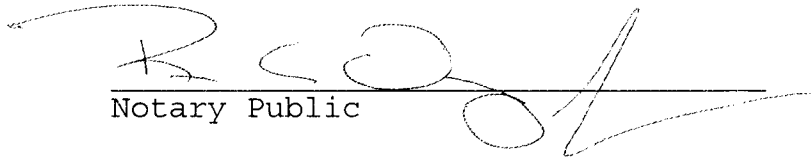
Grantor

Witness

Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough, ss.

On this 24th day of June, 2019, before me personally appeared Ruth M. Parker, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes therein contained.



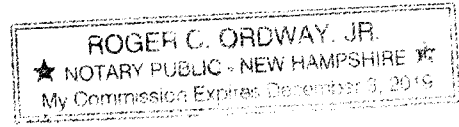
Notary Public

ACCEPTED:

TOWN OF Hudson _____

By: David S. Morin

Title: Chairman of Board of Selectmen
Duly Authorized



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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Ruth M. Parker, a single person, presently having an address of 11 Old Robinson Road, Hudson, New Hampshire, for no consideration paid, grant to Ruth M. Parker, as Trustee of the Ruth M. Parker Revocable Trust, a New Hampshire revocable trust established pursuant to a revocable trust agreement dated April 2, 2001, by and between Ruth M. Parker as Grantor and as Trustee and having an address of 11 Old Robinson Road, Hudson, New Hampshire, the following with Warranty Covenants:

A certain parcel of land situate on Robinson Road, Town of Hudson, Hillsborough County, State of New Hampshire, and more particularly described as follows:

Beginning at an iron pie at the North corner of the herein described premises, said iron pipe lying in the West line of Robinson Road; thence

1. Southerly by the West line of said Robinson Road a distance of Three hundred fifty-five (355) feet; thence
2. South 68° 07' West a distance of Four Hundred (400) feet to Robinson Pond; thence
3. Northerly a distance of Two Hundred Ninety-Five (295) feet; thence
4. North 58° 30' East a distance of Three Hundred Sixty (360) feet to the place of beginning.

Containing approximately 1.75 acres, more or less.

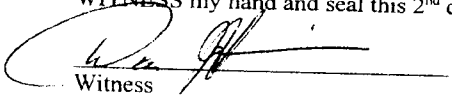
Meaning and intending to describe Lot No. 1 as shown on plan entitled "Phase One - Subdivision of Land of Charles C. Parker, Robinson Road, Hudson, N.H., June 1971, Frank G. Sprague, C.E." Said plan approved by the Hudson Planning Board and recorded Hillsborough County Registry. Said plan also approved by N.H.W.S.&P.C.C.

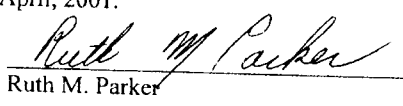
Further meaning and intending to convey the same premises as conveyed to Ruth M. Parker by Charles C. Parker, and recorded in the Hillsborough County Registry of Deeds at Book 2165, Page 460.

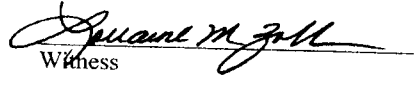
The Grantor also hereby conveys to the Grantee all reversionary rights which the Grantor has, in and to a Discretionary Easement Deed dated July 27, 1999 and recorded in the Hillsborough County Registry of Deeds at Book 6142, page 0913.

This is not a homestead property.

WITNESS my hand and seal this 2nd day of April, 2001.


Witness


Ruth M. Parker


Witness

BK6417PG0584

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Personally appeared the above named Ruth M. Parker and acknowledged the foregoing to be her free act and deed. Before me this 2nd day of April, 2001.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION


REAL ESTATE TRANSFER TAX

***** 40 *****

THOUSAND HUNDRED AND DOLLARS

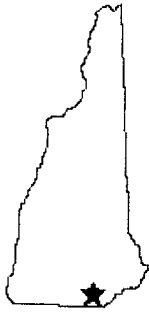
MO.	DAY	YR.	AMOUNT
05	11	2001	483370 \$ *****40.00

VOID IF ALTERED


Justice of the Peace / ~~Notary Public~~
My commission expires:

FRED J. FORMAN, Justice of the Peace
My Commission Expires August 6, 2002

BK6417PG0585



TOWN OF HUDSON

Office of the Assistant Assessor

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

www.hudsonnh.gov



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

To: Board of Selectmen
Steve Malizia, Town Administrator

July 9, 2019

From: Jim Michaud, Chief Assessor

Re: 2018 Abatement Application
6 Executive Drive/ Tax Map 210 Lot 1

RECEIVED
JUL 02 2019
TOWN OF HUDSON
CLERK OF TOWN

The Assessing Department is introducing a proposed abatement settlement that has been successfully negotiated between the property owner and the Assessing Department on this 2018 property tax abatement appeal. The Subject property is a vacant land parcel located at 6 Executive Drive, property was assessed for \$954,500, equalized market value estimate of \$1,043,169 for the 2018 property tax year.

The property owner's taxpayer representative opined a market value of \$690,000, property acreage is 2.341 AC.

The property has been on the market for a few years at a ground rent asking of \$75,000, and according to the listing broker there have been no inquiries on the property, it is an interior lot accessed by going thru the newer Irving's gas station adjacent to the site. The property owner has agreed to a settlement assessed value of \$800,000, an equalized market value of \$874,317. It is not expected that the ground rent will exceed \$60,000, which, when applying a capitalization rate of 7.5%, would yield a market value of \$800,000. Due to the nature of ground rent transactions, and for settlement purposes, the owner has agreed to an assessed value reduction down to \$800,000, subject to changes for 2020 and beyond in consideration of any improvements to the property etc.

The attached recommended settlement details as follows;

1. The property owner has agreed to not pursue further appeal of the property to Superior Court/BTLA; owner is barred from pursuing an appeal of the property thru the 2020, barring any appeals resulting from good-faith adjustments to the assessed value in the intervening years

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

- Risk avoidance of further litigation costs;

- Risk avoidance of appraisal consulting fee;
- Risk/cost avoidance of ongoing and future abatement overlays;

The settlement proposal is recommended as being in the best interest of the Town as it is proactive in nature and has substantiated financial benefits (avoidance risk) to the Town. I have attached the applicable abatement form to be considered for signing, as well as the attached settlement document to be considered for signing.

Draft Motion:

Motion to approve the attached abatement and settlement for property taxes, for the 2018 property tax year, for Map 210 Lot 1, 6 Executive Drive, as recommended by the Chief Assessor.

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

ACCOUNT # 3893 (Finance Acct# 4101) DATE: July 9, 2019

PROPERTY OWNER NAME(S): Tamposi Real Estate Development Company

PROPERTY LOCATION: 6 Executive Drive
MAP / LOT / SUBLOT: Map 210 Lot 1

REASON: adjustment as per memo

TO: PATTI BARRY, TAX COLLECTOR:

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

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$954,500	\$800,000
BUILDING	\$0	\$0
YARD ITEMS / FEATURES	\$0	\$0
EXEMPTIONS	\$0	\$0
TOTAL VALUE	\$954,500	\$800,000
NET TAXABLE VALUE	\$19,185.46	\$16,080.00
VETERANS TAX CREDIT	\$0	\$0
NET TAX	\$19,185.46	\$16,080.00

NET ABATEMENT: \$3,105.46

~ ~ ~ ~ ~

HUDSON BOARD OF SELECTMEN

DAVID S. MORIN, CHAIRMAN

KARA ROY, VICE-CHAIRMAN

ROGER E. COUTU

MARILYN E. McGRATH

NORMAND G. MARTIN

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between Tamposi Real Estate & Development Company, Stellos Family Investment Property, James R. DeGiacomo – Trustee of the Samuel A. Tamposi Sr. 1992 Nonexempt Trust FBO Elizabeth M. Tamposi, Eugene M. Van Loan III- Trustee of the Samuel A. Tamposi Sr. 1992 Nonexempt Trust FBO Nicholas E. Tamposi, Gerald R. Prunier, Trustee of the Samuel A. Tamposi 1992 Nonexempt Trust FBO Michael A. Tamposi, K & T Investment Realty, LLC, J.K.S. Realty LLC and Lawit, LLC , all having a mailing address of 20 Trafalgar Square, Nashua NH 03063 (hereinafter named as “Tamposi et al”) and the Town of Hudson (“Hudson”), a municipality with an address of 12 School Street, Hudson, New Hampshire 03051. 566 Harvey Road and Hudson are referred to collectively hereinafter as the “Parties” and individually as a “Party.”

WHEREAS, Tamposi et al Road has filed an abatement application for the 2018 tax year of its property tax assessment of Tamposi et al’s real property located at 6 Executive Drive, Hudson, New Hampshire 03051, which is also identified at Hudson Tax Map 210, Lot 1 ("6 Executive Drive");

WHEREAS, absent this Settlement Agreement, Tamposi et al would likely seek abatement of its tax year 2019 property tax assessment by Hudson of the Property on the same grounds which form the basis for its 2018 tax year appeal, as well as, subsequent years tax assessments; and

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

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

6 Executive Drive

1. With respect to 6 Executive Drive, Hudson, NH, Tax Map/Lot 210 Lot 1, the Parties agree that the assessed value shall be \$800,000.
2. The Parties agree that the assessed value of \$800,000 shall be utilized as the assessed value for 6 Executive Drive by Hudson for the tax years 2018, 2019.
3. For the tax year 2018 Hudson shall provide a refund in the amount of \$3,105.45, plus statutory interest (“Refund”). Hudson shall remit the Refund within thirty (30) days of approval of this Settlement Agreement by the Hudson Board of Selectmen and Tamposi et al.
4. Tamposi et al agrees to forego filing any abatement application and/or further appeal to Superior Court and/or BTLA with respect to the tax year 2018.
5. Tamposi et al further agrees to forego filing any abatement application and/or appeal with respect to the tax year 2019, provided that, Hudson utilizes the assessed value at \$800,000 for this tax year. Tamposi et al reserves the right to file for an abatement and/or appeal an abatement

denial in the event that the assessment is revised in good faith pursuant to RSA § 75:8, or in the event of a municipal-wide reassessment.

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

General

7. Each Party shall bear its own costs and fees.

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

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

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

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

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

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

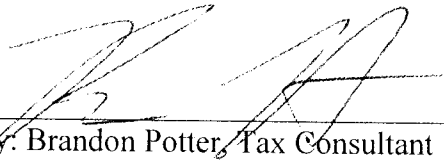
14. This Settlement Agreement may be executed in counterparts, which shall then be read together and shall constitute for all purposes a single, binding agreement.

15. No representations or warranties have been made by either Party to the other or by anyone else except as expressly set forth in this Settlement Agreement, and this Settlement Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein. IN WITNESS WHEREOF, the Parties hereto have set their hands:

Tamposi et al

6-20-19

Date


By: Brandon Potter, Tax Consultant

Commercial Property Tax Management, LLC

345 Cilley Road, Suite 1

Manchester, NH 03103

(603) 314-0135

Town of Hudson

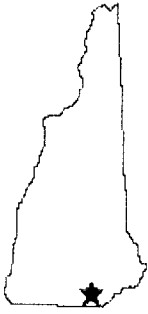
By and through the Chair of its Board of Selectmen,

David S. Morin, Chairman, Hudson NH Board of Selectmen

12 School Street

Hudson, NH 03051

(603) 886-6024



TOWN OF HUDSON

Office of the Assistant Assessor

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

www.hudsonnh.gov



2 copies
7-9-19
W.A.S.

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

To: Board of Selectmen
Steve Malizia, Town Administrator

July 9, 2019

From: Jim Michaud, Chief Assessor *JM*

RECEIVED
JUL 02 2019
TOWN OF HUDSON
NEW HAMPSHIRE

Re: 2018 Abatement Application
120 Old Derry Road

The Assessing Department is introducing a proposed abatement settlement that has been successfully negotiated between the property owner and the Assessing Department on this 2018 property tax abatement appeal. The Subject property is located at 120 Old Derry Road, aka Hudson Speedway, property was assessed for \$590,500, equalized market value estimate of \$645,355 for the 2018 property tax year.

The property owner's taxpayer representative opined a market value of \$450,000, property acreage is 11.971 AC, various site improvements on the property site as well.

The property sold for \$450,000 in September 2018 from the estate of the prior owner, no known marketing activity was done on the property via licensed commercial real estate brokers etc. The property owner has agreed to a settlement assessed value of \$431,000; if one were to take the sale price of \$450,000 and equalize by the 2018 assessment ratio of 91.5%, it would lead to an implied assessed value of \$411,750 that the owners could have held the Town to; due to the nature of the transaction and for settlement purposes, the owner has agreed to an assessed value reduction down to \$431,000, subject to changes for 2020 and beyond in consideration of any improvements to the property etc.

The attached recommended settlement details as follows;

1. The property owner has agreed to not pursue further appeal of the property to Superior Court/BTLA; owner is barred from pursuing an appeal of the property thru the next revaluation, barring any appeals resulting from good-faith adjustments to the assessed value in the intervening years

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

- Risk avoidance of further litigation costs;
- Risk avoidance of appraisal consulting fee;

- Risk/cost avoidance of ongoing and future abatement overlays;

The settlement proposal is recommended as being in the best interest of the Town as it is proactive in nature and has substantiated financial benefits (avoidance risk) to the Town. I have attached the applicable abatement form to be considered for signing, as well as the attached settlement document to be considered for signing.

Draft Motion:

Motion to approve the attached abatement and settlement for property taxes, for the 2018 property tax year, for Map 110 Lot 3, 120 Old Derry Road, as recommended by the Chief Assessor.

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between 566 Harvey Road SPE LLC ("566 Harvey Road"), 40 Temple Street, Nashua, New Hampshire 03060, and the Town of Hudson ("Hudson"), a municipality with an address of 12 School Street, Hudson, New Hampshire 03051. 566 Harvey Road and Hudson are referred to collectively hereinafter as the "Parties" and individually as a "Party."

WHEREAS, 566 Harvey Road has filed an abatement application for the 2018 tax year of its property tax assessment of 566 Harvey Road's real property located at 120 Old Derry Road, Hudson, New Hampshire 03051, which is also identified at Hudson Tax Map 110, Lot 035-000 ("120 Old Derry Road");

WHEREAS, absent this Settlement Agreement, 566 Harvey Road would likely seek abatement of its tax year 2019 property tax assessment by Hudson of the Property on the same grounds which form the basis for its 2018 tax year appeal, as well as, subsequent years tax assessments; and

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

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

120 Old Derry Road

1. With respect to 120 Old Derry Road, Hudson, NH, Tax Map/Lot 110-035-000, the Parties agree that the assessed value shall be \$431,000.
2. The Parties agree that the assessed value of \$431,000 shall be utilized as the assessed value for 120 Old Derry Road by Hudson for the tax years 2018, 2019, 2020, and 2021, unless revised in good faith pursuant to RSA § 75:8 or until a municipal-wide reassessment.
3. For the tax year 2018 Hudson shall provide a refund in the amount of \$3,205.95, plus statutory interest ("Refund"). Hudson shall remit the Refund within thirty (30) days of approval of this Settlement Agreement by the Hudson Board of Selectmen and 566 Harvey Road.
4. 566 Harvey Road agrees to forego filing any abatement application and/or further appeal to Superior Court and/or BTLA with respect to the tax year 2018.
5. 566 Harvey Road further agrees to forego filing any abatement application and/or appeal with respect to the tax years 2019, 2020, and 2021, provided that, Hudson utilizes the assessed value at \$431,000 for these tax years. 566 Harvey Road reserves the right to file for an abatement and/or appeal an abatement denial in the event that the assessment is revised in good faith pursuant to RSA § 75:8, or in the event of a municipal-wide reassessment.

6. 566 Harvey Road does for itself and for its administrators, successors, and assigns, remise, release and forever discharge Hudson from and against any claims, demands, damages, actions, causes of action, costs, expenses and damages, appeals, or suits, at law or in equity, of whatever kind or nature, that were or could have been asserted with respect to municipal real estate taxes in the pending appeal. Hudson does for itself and for its administrators, successors, and assigns, remise, release and forever discharge 566 Harvey Road from and against any claims, demands, damages, actions, causes of action, costs, expenses and damages, appeals, or suits, at law or in equity, of whatever kind or nature, that were or could have been asserted in the pending Appeal. All claims which are the subject of this Release are settled and resolved with prejudice.

General

7. Each Party shall bear its own costs and fees.

8. Nothing in this Settlement Agreement shall be construed as an admission of liability by either Party. This settlement is the compromise of a disputed claim. The assessed value associated with this Settlement Agreement shall not constitute an admission by either Party of the market value of 566 Harvey Road Property, and neither Party shall assert such assessed value as an admission to any person.

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

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

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

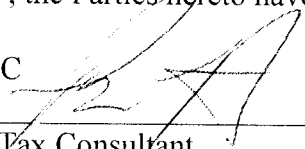
12. Each Party warrants and represents for itself that (a) it has full power, legal capacity and authority to enter into and perform this Settlement Agreement, (b) all proceedings required to be taken and all consents required to be obtained to authorize the execution and performance of this Settlement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

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

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

15. No representations or warranties have been made by either Party to the other or by anyone else except as expressly set forth in this Settlement Agreement, and this Settlement Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein. IN WITNESS WHEREOF, the Parties hereto have set their hands:

566 Harvey Road SPE LLC

 6-20-19

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

Town of Hudson
By and through the Chair of its Board of Selectmen,

David S. Morin, Chairman, Hudson NH Board of Selectmen
12 School Street
Hudson, NH 03051
(603) 886-6024

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

ACCOUNT # 2209 (Finance Acct# 4101) DATE: July 9, 2019

PROPERTY OWNER NAME(S): 566 Harvey Road SPE, LLC

PROPERTY LOCATION: 120 Old Derry Road
MAP / LOT / SUBLOT: Map 110 Lot 35

REASON: adjustment as per memo

TO: PATTI BARRY, TAX COLLECTOR:

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

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$518,200	\$358,700
BUILDING	\$18,100	\$18,100
YARD ITEMS / FEATURES	\$54,200	\$54,200
EXEMPTIONS	\$0	\$0
TOTAL VALUE	\$590,500	\$431,000
NET TAXABLE VALUE	\$11,869.06	\$8,663.10
VETERANS TAX CREDIT	\$0	\$0
NET TAX	\$11,869.06	\$8,663.10

NET ABATEMENT: \$3,205.96

~ ~ ~ ~ ~

HUDSON BOARD OF SELECTMEN

DAVID S. MORIN, CHAIRMAN

KARA ROY, VICE-CHAIRMAN

ROGER E. COUTU

MARILYN E. McGRATH

NORMAND G. MARTIN



Agenda 7-9-19
b.c.l.

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 Cub Scout Pack 19

____ Approved ____ Denied by Board of Selectmen on _____

If denied, reason _____

Chairman, Board of Selectmen

To Whom It May Concern,

Daniel Webster Council Cub Scout Pack 19 is seeking approval for a Tag permit for October 5th and 6th 2019 from 9am to 4pm at Hudson Sam's Club on Wal-Mart Blvd.

The Cub Scouts will be selling Trails End Popcorn and Dunkin Donut coupon books to fund their year of scouting for 2019/2020. These funds will benefit Pack 19 and the Cub Scout Council only. We are associated with Pilgrim Congregational Church in Nashua NH and our tax ID number is 02-0260091 and as such are covered by their 501c3 status.

The contact person for Pack 19 is Kathleen Graham 603-557-1784 (cell) 603-718-1832 (home) graykatproductions@gmail.com if you have any questions or concerns.

Thank you for your consideration,

Kathleen Graham

Pack 19 Popcorn Kernel

6/27/19
CN NH Charitable
USA 19



Sam's Club #6352
7 Wal-mart Blvd
Hudson, NH 03051
(603) 882 - 4600

To whom it may concern,

The following organization has been approved by Sam's Club to run a fund raising event outside the store:

Organization: Boy Scouts Pack #19
Contact Name: Kathleen Graham
Contact Phone: 603-718-1832
Event Date(s): 10/5, 10/6

If there are any questions, please contact the Marketing Team at Sam's Club # 6352.

Thank you,



Agenda 7-9-19
6.22

RECEIVED
JUN 26 2019
TOWN OF HUDSON
SELECTMEN OFFICE

RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization Knights of Columbus - St. Stanislaus Latin Mass Council #17027

Address St Stanislaus Church, 5 Green St, Nashua NH 03064- 2641

Raffle Benefit of Benefit of council #17027 for charitable donations include St Gianna's Place in Hudson

Date & Time of Raffle Tickets sales August 1 2019 through August 12th 2019 with drawing at Old Home Days

Raffle to be held at booth at Hudson Old Home Days which will be registered and selling BBQ food

Prizes BBQ feast for 10 people at the winners home or designated location. Our council has a professional chef with a 10 x 16 BBQ smoker trailer.

Date of Ticket Sales August 1 2019 through August 12th 2019

*(must be **after** date of Board of Selectmen approval)*

Applicant's Signature/Address/Phone Number

Bryan Donovan

Applicant's Signature

Bryan Donovan

Applicant's Printed Name

5 Glen Drive, Hudson NH 03051

Address

603-718-2799

Phone Number

Approved on _____ by

HUDSON BOARD OF SELECTMEN

Chairman _____

Selectman _____

Selectman _____

Selectman _____

Selectman _____

(Fax completed form to 603-598-6481 or e-mail to djgraham@hudsonnh.gov, with Raffle Permit in subject line.)

Graham, Donna L

From: Bryan Donovan <donovansNH@myfairpoint.net>
Sent: Wednesday, June 26, 2019 12:49 PM
To: Graham, Donna L
Subject: RE: Raffle form - Knights of Columbus permit attached
Attachments: 2019 Hudson Old Home Days BBQ raffle permit.jpg

Donna,

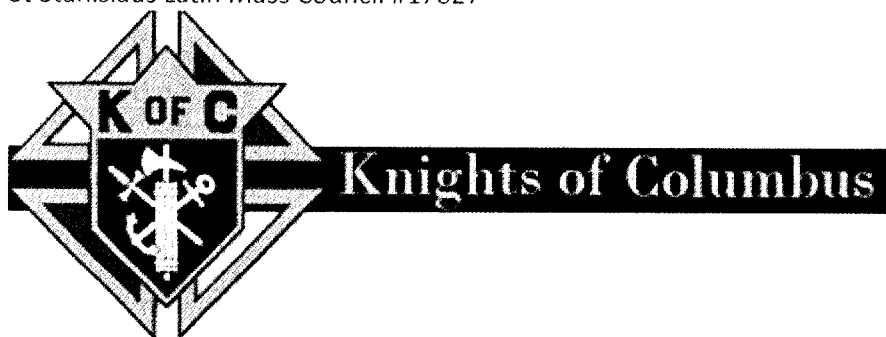
Attached is our raffle permit application from the St Stanislaus Latin Mass council of the New Hampshire Knights of Columbus. As a Hudson resident and member of this council I am requesting town approval of this raffle application. The raffle dates are planned to primarily coincide with this year's Hudson Old Home Days. We have a professional chef in our council that has a BBQ smoker trailer and food stand. Upon approval of this raffle permit we will register and pay for a 20x20 booth with the event organizers. We look forward to serving the thousands of people that attend Hudson Old Home Days with the best smoked barbeque food possible.

If possible we would request that the Chairman of the Hudson Board of Selectmen be on hand at our booth at Old Home Days on Sunday August 12th at or around 5:00pm to pull the winning ticket. If the Chairman is not available but one of the other selectman is, please let me know.

Thank you for your time and assistance with this matter.

Bryan

Bryan D. Donovan
Grand Knight
St Stanislaus Latin Mass Council #17027



From: Graham, Donna L [mailto:DLGraham@hudsonnh.gov]
Sent: Thursday, June 20, 2019 9:39 AM
To: Bryan Donovan
Subject: RE: Raffle form - Knights of Columbus

Good morning Mr. Donovan –

The Board of Selectmen are meeting next Tuesday. If you could e-mail me the Raffle Permit, I can get it on the agenda next week. If this is not possible, the Board of Selectmen meet on the second and fourth Tuesday of the month with

agenda items due the Thursday prior to the meeting. The Board's next meeting is July 9th. Call me if you have any further questions. Have a great day.

Donna

Donna L. Graham
Executive Assistant



Town of Hudson

12 School Street

Hudson, NH 03051

(603) 816-1222 - Direct Line

(603) 886-6024 - Main Office Number

(603) 598-6481 (Fax)

dlgraham@hudsonnh.gov

From: Bryan Donovan [mailto:donovansNH@myfairpoint.net]

Sent: Thursday, June 20, 2019 9:28 AM

To: Graham, Donna L <DLGraham@hudsonnh.gov>

Subject: RE: Raffle form - Knights of Columbus

Donna,

I have downloaded the raffle permit from the town webpage. How long does it normally take for board approval? We are planning to start ticket sales in August at Old Home Days. I assume that give us plenty of time for approval. Would you agree?

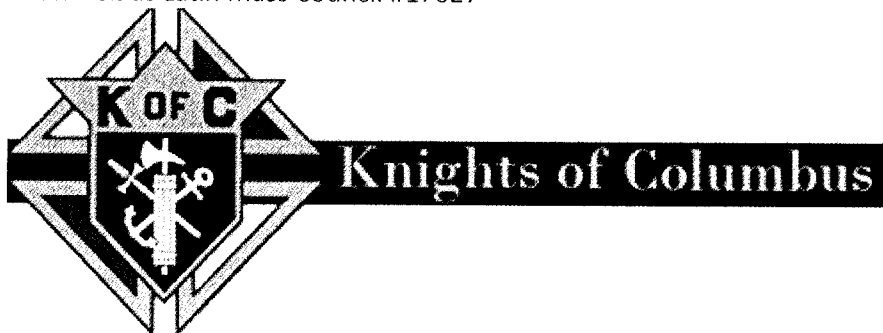
Thank you

Bryan

Bryan D. Donovan

Grand Knight

St Stanislaus Latin Mass Council #17027





Agenda 7-9-19

6.c.3.

RAFFLE PERMIT
Hudson, New Hampshire

Name of Organization The Bar

Address 26 Burnham Rd

Raffle Benefit of Eric Boucher

Date & Time of Raffle July 27, 2019

Raffle to be held at 26 Burnham Rd

Prizes Raffles - Baskets of assorted stuff

Date of Ticket Sales July 27 (must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number:
Judy Lafreniere-Mark
Applicant's Signature
Judy Lafreniere - Mark
Applicant's Printed Name
26 Burnham Rd
Address
978 837-0515 cell
Phone Number

Approved on _____ by
HUDSON BOARD OF SELECTMEN
Chairman
Selectman
Selectman
Selectman
Selectman

Eric is a native of Hudson but lives in Windham now. He had a terrible motorcycle accident a month ago. He just came out of ICU & is looking @ months of Rehab (almost lost his leg) There is a Go fund me page for Eric

Thank you!

Go Fund Me page



\$3,600 of \$20,000
goal

Raised by 37 people in 18 days

Recent Donations ▾



\$200

Anonymous

1 day ago

CP

\$20

Christina Parent

4 days ago

PF

\$50

Paula Foley

6 days ago

TM

\$30

Trish McNulty

8 days ago

KW

\$150

Kerry & Barbara
White

9 days ago

MD

\$25

Michael Dumais

10 days ago

RF

\$50

Ron Fordham

11 days ago

Eric Boucher's road to recovery

On May 18, 2019 our dad Eric was in an unwitnessed motorcycle accident leaving him critically injured. After being transported to a local hospital by ambulance he was med flighted straight to Boston. He suffered fractures throughout his body and has already had numerous surgeries, tests, and countless other life saving procedures; likely with more to follow.

His overall prognosis at this time remains unknown but he has shown great improvements. He remains in ICU at the time of this write up but we are hopeful that he will be transitioning to a step down unit shortly. We appreciate the continued respect of his as well as the families privacy as he/we focus on his health and well-being.

For those that know Eric he is quiet but funny and has one of the strongest work ethics around. Prior to this accident he was working as a sub contractor for a local company and therefore does not have an income while he is out of work, unable to complete jobs.

With this we know that Eric would not want to ask for help so we are reaching out in the hopes that others will see this and find the generosity in their hearts to donate.

The funds will go towards his quickly escalating medical, home, and numerous other bills/expenses. We will have a better idea of total expenses only as time goes on and we are able to address incoming



Agenda 7-9-19
L.C. 4.

RECEIVED
JUN 24 2019
TOWN OF HUDSON
TELECOMMUNICATIONS OFFICE

RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization Hudson Republican Committee

Address 24 Woodcrest Drive

Raffle Benefit of Hudson Republican Committee's various funding

Date & Time of Raffle October 16th 2019

Raffle to be held at VFW 15 Bockes Rd. Hudson

Prizes Firearms/Indoor Range Membership

Date of Ticket Sales July 31st 2019

*(must be **after** date of Board of Selectmen approval)*

Applicant's Signature/Address/Phone Number

Michael Trafaglia

Applicant's Signature

Michael Trafaglia

Applicant's Printed Name

24 Woodcrest Dr. Hudson, NH

Address

781.632.3626

Phone Number

Approved on _____ by

HUDSON BOARD OF SELECTMEN

Chairman _____

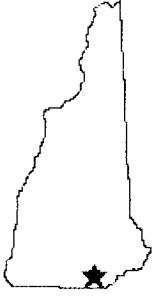
Selectman _____

Selectman _____

Selectman _____

Selectman _____

(Fax completed for to 603-598-6481 or e-mail to digraham@hudsonnh.gov, with Raffle Permit in subject line.)



TOWN OF HUDSON

Engineering Department

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



RECEIVED
JUN 24 2019
603-594-1142

INTEROFFICE MEMORANDUM

DATE: June 19, 2019

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

RE: Petition & License for one (1) New Pole, Eversource License #: 298/84Y
on Robinson Rd

The attached Pole License and Petition from Eversource Energy is for a new pole on Robinson Road. Both the Public Works and Engineering Departments have reviewed it, and recommend this Pole Petition for approval.

Thank you.

Motion: To approve the Pole License and Petition from Eversource Energy for one new pole located on Robinson Road, License #: 298/84Y.

Enclosures



TOWN OF HUDSON

Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Elvis Dhima, P.E., Town Engineer
Jess Forrence, DPW Director

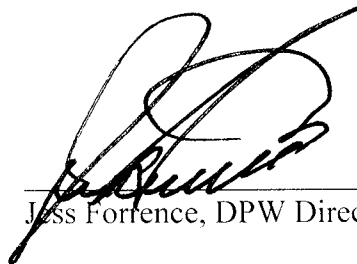
FROM: Doreena Stickney, Administrative Aide

DATE: June 18, 2019

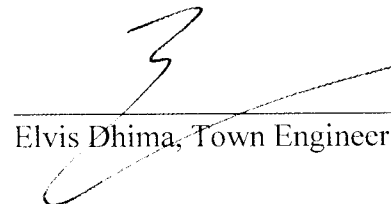
RE: Petition and Pole License for one (1) new New Pole for Eversource, License #:
298/84Y on Robinson Rd.

Attached please find a Pole License Petition from Eversource for one new pole on Robinson Rd.
Please sign below to verify that you have reviewed and approve this license.

Thank you.



Jess Forrence, DPW Director



Elvis Dhima, Town Engineer

attachment

In accordance with the requirements of RSA 72:23, I (b) this licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality within the Town of Hudson pursuant to this license shall (unless otherwise exempt under RSA 72) be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the municipality within the Town of Hudson pursuant to this license.

The license granted herein, and the duty to pay properly assessed real and personal property taxes, shall apply to any other entity, now or hereafter, using or occupying municipal property pursuant to this license. The duty to pay properly assessed real and personal property taxes shall apply both to the owner and joint owner of any such pole or conduit, or an attacher to or user of said pole or conduit, pursuant to permission or by agreement of the owner of said pole or conduit. Within 90 days of the adoption of this amendment, the licensee(s) and any other users, occupying or using municipal property pursuant to this license, shall be responsible for notifying the Clerk of the Town of Hudson as to the use of the poles and conduits hereby licensed. Such notification shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits.

As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits. In the event that attachments and/or equipment is removed during the course of the year, written notification, containing the specifics thereof, shall be provided to the Town Clerk.

The changes to the within license set forth in the preceding paragraphs shall take effect April 1, 2014 and shall remain in effect until changed in accordance with the requirements of RSA 231:161163.

June 12, 2019

JUN 17 2019

Office of the Town Clerk
Town of Hudson
12 School Street
Hudson, NH 03051

Dear Town Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in Town of Hudson, New Hampshire.

Enclosed for your review find three copies of PSNH Petition and Pole License number 23-0639 for Town of Hudson review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Hudson**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Heidi Letourneau

Heidi Letourneau
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-3552
E-Mail: Heidi.Letourneau@eversource.com

Enclosure(s)



Argente 7-9-19
6.06



TOWN OF HUDSON

Engineering Department

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

INTEROFFICE MEMORANDUM

RECEIVED
JUN 24 2019

DATE: June 17, 2019

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

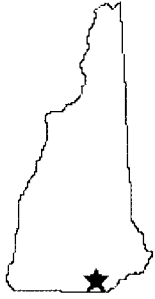
RE: Petition & License for one (1) New Pole, Eversource License #:
3175X/10Z on Ferry Street

The attached Pole License and Petition from Eversource Energy is for a new pole on Ferry Street. Both the Public Works and Engineering Departments have reviewed it, and recommend this Pole Petition for approval.

Thank you.

Motion: To approve the Pole License and Petition from Eversource Energy for one new pole located on Ferry Street, License #: 3175X/10Z.

Enclosures



TOWN OF HUDSON

Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Elvis Dhima, P.E., Town Engineer
Jess Forrence, DPW Director

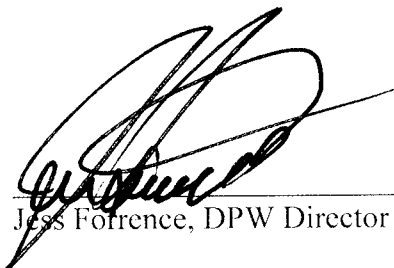
FROM: Doreena Stickney, Administrative Aide

DATE: June 17, 2019

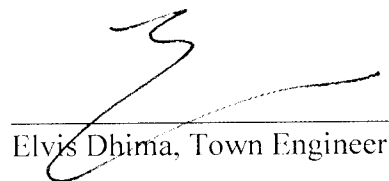
RE: Petition and Pole License for one (1) new New Pole for Eversource, License #:
3175X/10Z on Ferry Street.

Attached please find a Pole License Petition from Eversource for one new pole on Ferry Street.
Please sign below to verify that you have reviewed and approve this license.

Thank you.



Jess Forrence, DPW Director



Elvis Dhima, Town Engineer

attachment

**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire


June 3, 2019

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 3175X/10Z on Ferry St in the Town of Hudson.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY

BY: 
Heidi Letourneau, Licensing Specialist

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 3rd day of June, 2019, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1376, dated 5/23/2019, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Hudson, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____

Town Clerk

In accordance with the requirements of RSA 72:23, I (b) this licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality within the Town of Hudson pursuant to this license shall (unless otherwise exempt under RSA 72) be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the municipality within the Town of Hudson pursuant to this license.

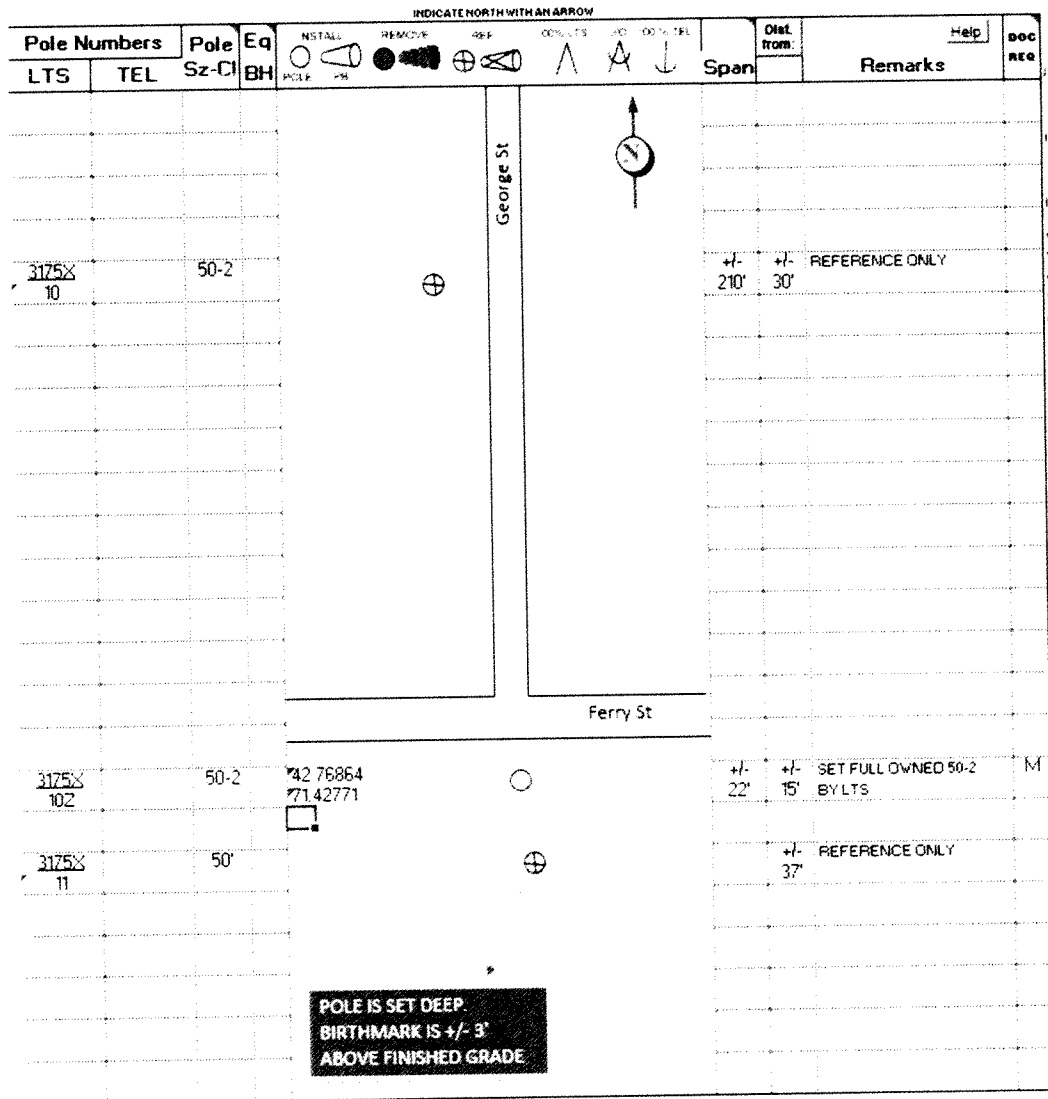
The license granted herein, and the duty to pay properly assessed real and personal property taxes, shall apply to any other entity, now or hereafter, using or occupying municipal property pursuant to this license. The duty to pay properly assessed real and personal property taxes shall apply both to the owner and joint owner of any such pole or conduit, or an attacher to or user of said pole or conduit, pursuant to permission or by agreement of the owner of said pole or conduit. Within 90 days of the adoption of this amendment, the licensee(s) and any other users, occupying or using municipal property pursuant to this license, shall be responsible for notifying the Clerk of the Town of Hudson as to the use of the poles and conduits hereby licensed. Such notification shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits.

As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits. In the event that attachments and/or equipment is removed during the course of the year, written notification, containing the specifics thereof, shall be provided to the Town Clerk.

The changes to the within license set forth in the preceding paragraphs shall take effect April 1, 2014 and shall remain in effect until changed in accordance with the requirements of RSA 231:161163.

POLE LOCATION PLAN

EVERSOURCE			
DATE	<u>05/23/2019</u>	LICENSE NO.	<u>21-1376</u>
MUNICIPALITY:	<u>Hudson</u>	STATE HWY. DIV. NO.	<u>5</u>
STREET / ROAD:	<u>Ferry St</u>	STATE LICENSE NO.	<u></u>
PSNH OFFICE:	<u>Nashua</u>	WORK REQUEST#	<u>3231725</u>
PSNH	<u>Ian Karkheck</u>	WORK FINANCIAL #	<u>9N920364</u>
ENGINEER:	<u></u>		
TELCO	<u></u>	TELCO PROJECT #	<u></u>
ENGINEER:	<u></u>		



June 3, 2019

Office of the Town Clerk
Town of Hudson
12 School Street
Hudson, NH 03051

Dear Town Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in Town of Hudson, New Hampshire.

Enclosed for your review find two copy of PSNH Petition and Pole License number 21-1376 for Town of Hudson review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Hudson**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

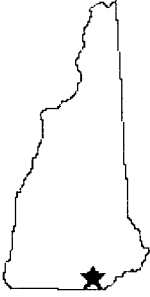
Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Heidi Letourneau

Heidi Letourneau
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-3552
E-Mail: Heidi.Letourneau@eversource.com

Enclosure(s)



TOWN OF HUDSON

Engineering Department



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

6.27.19
RECEIVED
JUN 28 2019

INTEROFFICE MEMORANDUM

DATE: June 27, 2019

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

RE: Petition & License for one (1) New Pole for Consolidated
Communications, License #: 281/6 (LTS 31/9Y) on Derry Rd.

The attached Pole License and Petition from Consolidated Communications is for a new pole on Derry Road. Both the Public Works and Engineering Departments have reviewed it, and recommend this Pole Petition for approval.

Thank you.

Motion: To approve the Pole License and Petition from Consolidated Communications for one new pole located on Derry Road, License #: 281/6 (LTS 31/9Y).

Enclosures



TOWN OF HUDSON
Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Elvis Dhima, P.E., Town Engineer
Jess Forrence, DPW Director

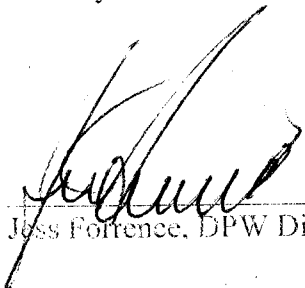
FROM: Doreena Stickney, Administrative Aide

DATE: June 26, 2019

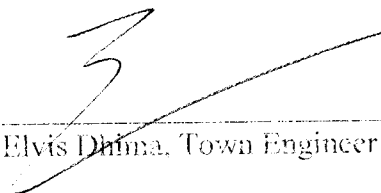
RE: Petition and Pole License for one (1) new New Pole for Consolidated
Communications, License #: 281/6 (LTS 31/9Y) on Derry Rd.

Attached please find a Pole License Petition from Consolidated for one new pole on Derry Rd.
Please sign below to verify that you have reviewed and approve this license.

Thank you.



Jess Forrence, DPW Director



Elvis Dhima, Town Engineer

attachment



Consolidated[®]
communications

100 Gay St., Manchester, NH 03103 | consolidated.com | NASDAQ: CNSL

RECEIVED
JUN 20 2010

JUN 20 2010

RECEIVED
JUN 20 2010

329566
19-1109

June 17, 2019

Town of Hudson
Town Clerk
12 School Street
Hudson, New Hampshire 03051

Dear Town Clerk,

Enclosed are copies of each of our Petition and License.

The licensing of pole(s) and/or buried wire/conduit, in the Town of Hudson, New Hampshire, as per attached.

Will you kindly present the enclosed to the Selectmen for their approval and signatures. Also, please fill in the date of licensing. It may then be recorded in the Town Clerk's records and our recorded copy of same returned to this office. You may retain the remaining copy for your files.

If you have any questions concerning this license, please do not hesitate to call me at (207) 535-3004.

Sincerely,

Kimberley Burgess
Right-of-Way Department

kb
enclosures

329566
19-1109

TOWN

PETITION AND POLE LICENSE
PETITION

Manchester, New Hampshire Date: April 10, 2019
To the Selectmen of Hudson, New Hampshire.

Consolidated Communications of Northern New England, LLC and PUBLIC SERVICE OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY, desire a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures along, across and under the following highways in said municipality:

The licensing of 1 new pole 281/6 (LTS 31/9Y) on Derry Rd in the Town of Hudson, New Hampshire, as per attached.

CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND, LLC

PUBLIC SERVICE OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY

By Kimberley Burgess
Right-of-Way Dept.

By [Signature]
Right-of-Way Dept.

LICENSE

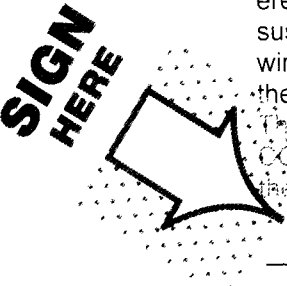
Upon petition of the **CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND, LLC and PUBLIC SERVICE OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY**, it appearing that the public good so requires, it is hereby

ORDERED

Date: _____

That **CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND, LLC and PUBLIC SERVICE OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY** be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the highways covered by said petition. All of said wires except such as are vertically attached to poles and structures shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked **CONSOLIDATED COMMUNICATIONS and EVERSOURCE**, 329566 dated April 10, 2019 attached to and made a part thereof.



_____ By a vote of
Selectmen

_____ Town of Hudson, New Hampshire
Selectmen

_____ Attest _____
Selectmen Town Clerk
of the Town of Hudson, New Hampshire

Received and entered in the records of the Town of Hudson, New Hampshire,

Book _____, Page _____.

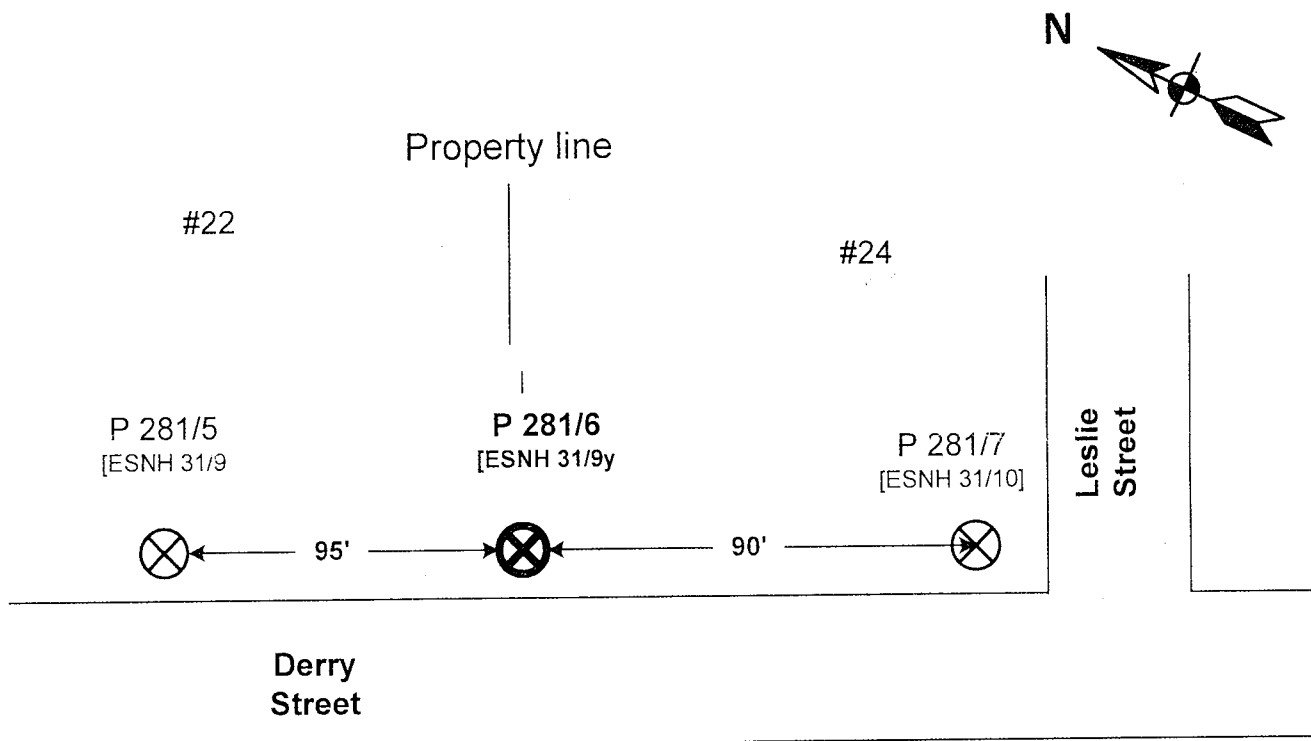
Date _____

FairPoint License Form

FairPoint No: 329566 Municipality: Hudson Exchange Code: 9165

Engineer Name: Michael Mullen Engineer Number: 603-801-5064 Date: 4/10/19

License Detail: License poles on Derry Street



ALL PLANT IS LOCATED WITHIN HIGHWAY LIMITS

ELCO: ESNH [] = ELCO POLE NUMBER DOT NO. _____
 Memo #: 19-NHO-99701 [X] = PEDESTAL POST LOCATION
 INITIAL PROPOSED FACILITIES TO BE: [WS] = WARNING SIGN LOCATION CHECKED BY _____
 POWER CO. = 345 VOLTS 3 PHASE. [MH] = MANHOLE LOCATION
 TEL CO. = COPPER AND FIBER CABLE [---] = BURIED CABLE/CONDUIT LOCATION

THIS DRAWING IS NOT TO SCALE

In accordance with the requirements of RSA 72:23, I (b) this licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality within the Town of Hudson pursuant to this license shall (unless otherwise exempt under RSA 72) be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the municipality within the Town of Hudson pursuant to this license.

The license granted herein, and the duty to pay properly assessed real and personal property taxes, shall apply to any other entity, now or hereafter, using or occupying municipal property pursuant to this license. The duty to pay properly assessed real and personal property taxes shall apply both to the owner and joint owner of any such pole or conduit, or an attacher to or user of said pole or conduit, pursuant to permission or by agreement of the owner of said pole or conduit. Within 90 days of the adoption of this amendment, the licensee(s) and any other users, occupying or using municipal property pursuant to this license, shall be responsible for notifying the Clerk of the Town of Hudson as to the use of the poles and conduits hereby licensed. Such notification shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits.

As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits. In the event that attachments and/or equipment is

removed during the course of the year, written notification, containing the specifics thereof, shall be provided to the Town Clerk.

The changes to the within license set forth in the preceding paragraphs shall take effect April 1, 2014 and shall remain in effect until changed in accordance with the requirements of RSA 231:161-163.

Agenda 7-9-19
G.E.L.

HUDSON, NH BOARD OF SELECTMEN

Minutes of the June 25, 2019 Meeting

1. CALL TO ORDER - by Vice-Chairman Roy the meeting of June 25, 2019 at 7:00 p.m. in the Selectmen's Meeting Room at Town Hall.
2. PLEDGE OF ALLEGIANCE - led by Selectman Martin.
3. ATTENDANCE
Board of Selectmen: Kara Roy, Roger Coutu, Marilyn McGrath, Normand Martin
Absent: David Morin
Staff/Others: Steve Malizia, Town Administrator; Donna Graham, Executive Assistant; Jess Forrence, DPW Director; Police Chief Bill Avery; Kathy Carpentier, Finance Director
4. PUBLIC INPUT

Vice-Chairman Roy asked does anyone in the audience wish to address the Board on any issue which the Board has control of at this time.

Richard Kahn - 147 Robinson Road. The reason I am here I'm a member of the Sustainability Committee but I am not representing or on behalf of that. I had a good chat with Dave Morin about this issue and I took exception to this body's requirement that we all town employees including volunteers showing a picture ID in order to get the town issued picture ID to the point where I actually sent out a letter saying if I have to show a government issued picture ID to get this, then I will not comply and I will have to resign from the Sustainability Committee. Before I did that, I wanted to find out what was the Board's rational for even having an ID requirement for volunteers. Is there a rational? Is it tied to a federal or State recommendation?

Selectman Coutu said I raised the issue initially and what we discussed initially was having a readily available and identifiable ID badge for all of our town employees so that when a citizen comes into Town Hall when there's a problem they're not calling one of us or writing one of us and saying it was like a blond woman. She works down the hall. This way here if they have an ID with their name on it they could say it was a girl named Ann. We can pretty much identify who it is as long as they know what office it was in. From that point, I believe that if you want to chime in, you had some discussion about it and it was decided that anyone who was involved with the government should probably have an ID and it's only for the use when they come into the building I believe.

Kathy Carpentier said right. We had in the Personnel Policy created an identification badge policy and it is for employees, volunteers, and elected officials. It is just a badge. We are not requiring anybody to show identification to get an ID badge. If anybody questioned who you were, I would vouch for you and there would be 10 other people who would vouch for you. We wouldn't ask for a badge to give you a badge.

Vice-Chairman Roy said to Mr. Kahn I believe that was the issue that the young woman wanting to take your picture didn't know who you were. Is that correct?

Richard Kahn said well no. Actually it didn't go that far. What happened was my wife and I was vacationing up in Lancaster, NH, and I just found out about it. I happened to check my e-mails and then I saw that. I said what's this and the e-mail that I have - I think it went from Kathy Wilson through Dave Morin and then to the committee chairs who sent it to us. That thing said you're going to have to show a picture ID to get this. I can forward the e-mail but if you're telling me that's not the case that was a misunderstanding on somebody's part.

Kathy Carpentier said that is correct because Kathy Wilson is my employee. She sent it department liaisons so then I am the staff liaison for the Budget Committee. I turned around and sent it to the Budget Committee and at no time did I say that they needed to show ID. An ID is your personal business and she didn't need to know your personal business. If she didn't know who you were, she could ask somebody and somebody would vouch for you.

Richard Kahn noted which is what Selectman Morin did thanks to him. You might want to straighten that out. Related to that, there are some people - I won't mention names but I'm sure it's public record if you watch the video of the Sustainability Committee last night. Some people were upset about that besides myself. I think there may be some concern especially those of us who are volunteers to begin with. Had I gotten that misinformation at the time, I probably would not have applied for it. Obviously that would have been a...Ms. Carpentier said I do believe that you were given the policy and nowhere in the policy does it say that I need a driver's license to get an ID. Mr. Kahn said I did not see this. I do have it now. I did not see that if it was sent to me by e-mail and I didn't get the attachment because through the jumps it didn't quite make it. The e-mail got dropped or the attachment whatever. I do know it doesn't say that. The reason partly is besides my personal aversion to doing that in the first place, the Sustainability Committee has for the first time since I can remember had a full slate of members. The only thing is one alternate opening left so that's a good thing. A lot of people are showing an interest and I think it would be a mistake to - you might want to clarify that for the future - put it somewhere that bring some proof like a property tax bill, or something, or get somebody to vouch for you that you don't need the government issued one just to clarify it.

Kathy Carpentier said I don't know where it's written down. I told the Budget Committee just show up and they're just going to show up. There's no ID necessary.

Richard Kahn stated the other thing is the volunteers like us the only time I'm in Town Hall on business is once a month when we have our committee meetings and personally I'd like to see the volunteer thing stricken from it. If there is any way this Board could at least strike that one item there, it would be helpful. I was actually considering filing a petitioned warrant article to have that one item removed but I wanted to give the Board a chance to talk with them to see if there's an alternative.

If I'm understanding you correctly, Selectman Martin said you're averse to having that ID badge. Mr. Kahn said yes and no. I am averse to having it in the first place because I didn't need it before. One of the reasons that I was given for even having it in the first place was they cited the tragedy at Virginia Beach and this is not going to prevent a tragedy like what happened at Virginia Beach. That was one of the reasons given to me in support of this. I could give you the whole history lesson which I don't think anybody has time but it goes back to my grandparents who had to escape Nazi Germany which is anybody who's friends with me on Facebook can see I got a picture of my grandparents there and a little story of why I'm opposed to it. I'll work out my term and determine whether I want to continue at that point. I think it's a mistake to require volunteers to have this unless they're in town during regular business hours in Town Hall if that's the concern.

Kathy Carpentier indicated if I'm a staff member and I'm working here and you are walking around, I do know you, but if you're walking around and I don't know you it is a courtesy for me to see a badge and to know who you are. Mr. Kahn said if I'm walking in here as a private citizen like to renew my car you wouldn't need to see this.

Madam Chair, Selectman Coutu said point of order. Can we put this to bed please? Let me just say this. There are times that you may have to go out in the field as a committee and it would be ideal for you to be wearing those badges so that people in the neighborhood that are there wondering what are these people doing here would have an idea that you can just show them we're members of the Sustainability Committee. Okay thank you. You know we appreciate everything the volunteers do in this town. We can't say thank you enough times but we can't strike certain committees and not have others because there are a lot of committees that do field trips. It is a courtesy to wear the badge. It's not a big deal. You have it. I really don't know Richard to akin this to Nazi Germany is a little over the edge. I don't need an explanation. It's a little over the edge. This is the policy and we hope that people will accept it. If they have any questions and if they're reluctant as a result of a misprint or lack of proper

information on the form getting to them, we will correct that. We will do everything we can to correct that on our end. Thank you Sir.

Before you go, Selectman McGrath said I want to ask a question of this Board. For clarification purposes, do the volunteers whether it's Planning Board, Zoning Board, Sustainability Committee, Conservation Commission does this Board expect those members to wear their badges when they're in attendance at the meetings or only if they're going out like doing a site walk, or doing a cleanup in a neighborhood because I don't think that that's clear.

Vice-Chairman Roy said my understanding of the policy is if they're inside Town Hall or representing the town outside of Town Hall. So at one of those meetings at a site visit or at a cleanup and when they're in Town Hall. That's my understanding of it.

Selectman McGrath stated if they're attending a meeting and they're not walking - first of all the meetings are in the evening and that's all they're doing is attending a meeting in a room like this or in the Buxton room across the way they have name plates in front of them. Is it necessary for them to have their badge with them at all times? If they're going out on a site walk on private property and they're representing the town and the board that they're on - Zoning Board goes out and does site walks when a case is before them. Planning Board does the same thing. Conservation Commission does the same thing. Sustainability as far as I know the only time that they go out is when they're doing roadway cleanup and that's an approved process and happens once or twice a year. That I can understand that maybe they should have identification with them but when they're attending a meeting and you're sitting in a room like this with a name plate in front of them, I don't think it's necessary that they have a badge wrapped around their neck. That's my personal opinion.

Vice-Chairman stated I want to bring Police Chief Avery up for a minute and talk about the issue that caused concern to quite a few citizens last night and I just want the Chief to speak to it so we understand what happened.

Good evening members of the Board. Chief Avery explained last night there was a serious incident that was taking place in Bedford, NH. The Southern NH Regional Operations Unit and the Swat team responded to this incident as a subject had barricaded himself in a motor vehicle. In a neighborhood in Bedford, the Bedford Police and the NH State Police sent out an alert that was supposed to be for the people in that general neighborhood to shelter in place meaning there was a danger in the nearby neighborhood. Unfortunately this message went out pretty much throughout Hillsborough County and we received several hundred calls at the Police Department that they didn't know anything was going on. I can assure the residents if there was something going on, we would have immediately had something both on Facebook, Twitter, and by all means feel welcome to call the Hudson Police Department if you're concerned. Selectman Roy contacted me. I had contacted the Police Department and they assured me there was no emergency in Hudson. Hudson's not the only community this affected but I know some people are very upset and were nervous. You could see the comments on Facebook that we received that there was genuine concern. I do want to assure the public that if there is an emergency we will be on it. We will send out an alert to shelter in place. We will follow up with Facebook and Twitter as soon as we have resources available to make that post.

Selectman McGrath suggested that if something like that were to happen could we have it put on the cable TV station because some people don't have access or don't know how to get access to Facebook or Twitter. I can but a lot of people don't have that ability. Just for you to consider. Chief Avery said absolutely. We've had several of these incidents where we've had to have people shelter in place. It takes a little bit of time to get enough resources there to get somebody available to send out a Facebook alert or a Twitter alert but I can assure you we will do it as quickly as possible and we will get in onto cable TV as well.

Selectman Coutu asked do you have Jim and Mike O'Keefe's phone number because they can do it from home and post it up. Chief Avery stated we will have somebody - I think our dispatchers can do it. I know one of our employees had it readily available to type it in but I have Mr. McIntosh's cell phone number in my back pocket all the time. I can reach out to him and have it posted. Not a problem.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS - None

6. CONSENT ITEMS

Vice-Chairman Roy asked does any Board member wish to remove any item for separate consideration.

Selectman Coutu said I have two Madam Chair C. 2. and E.

Motion by Selectman McGrath, seconded by Selectman Martin, to approve consent items A, B, C. 1., D, and F as noted or appropriate, carried 4-0.

A. Assessing Items

- 1) Gravel Tax Warrant - Map 170, Lot 034 - 33 Constitution Drive, w/recommendation to grant
- 2) Certification of Yield Taxes Assessed/Timber Warrant - Map 170, Lot 034 - 33 Constitution Drive, w/recommendation to grant
- 3) Tax Deferral Application - Map 151, Lot 005, Sub 002 - 38B Barretts hill Road, w/recommendation to grant
- 4) 2016 Tax Abatements - Map 100, Lot 8; Map 167, Lot 9; Map 190, Lot 192; Map 179, Lot 31; Map 107, Lot 30; Map 208, Lot 11; Map 107, Lot 3-1; Map 144, Lot 8; Map 175, Lot 153; Map 182, Lot 181; Map 162, Lot 80; Map 138, Lot 36; Map 179, Lot 11; Map 195, Lot 5; Map 175, Lot 6; Map 171, Lot 30; Map 171, Lot 31; Map 162, Lot 16; Map 135, Lot 7; Map 135, Lot 2; Map 171, Lot 46; Map 138, Lot 56; Map 175, Lot 153-2; Map 138, Lot 86, w/recommendation to deny

B. Water/Sewer Items - None

C. Licenses & Permits & Policies

- 1) Block Party Permit - Ted Trost
- 2) Block Party Permit - James McGlaughlin

Selectman Coutu said there are two such requests for block parties. Item C. 2. if you read the back part where the signatures are and the fourth stanza down, "the normal noise curfew is 9 p.m. I am requesting the curfew be extended to 11 p.m. on Friday and Saturday. On Saturday there is going to be a 10 piece funk band." If we start making these exceptions beyond 9 p.m., we're going to be deluged with these requests. I'm not opposed to the party. I'm opposed to the noise beyond 9 p.m. That is the policy. It's an established policy and to rescind this now is going to open a Pandora's Box in the future. I would ask the Board to concur with me and notify the persons that we would support the block party but the noise would have to cease at 9 p.m.

Motion by Selectman Coutu, seconded by Selectman McGrath, to amend Consent Item 6. C. 2. By change the time from 11 p.m. to 9 p.m.

Selectman McGrath said I noticed that as well on this application. The other thing I noticed that I want to point out is that it is the last one for this particular block party. Vice-Chairman Roy said it's the 20th one. Selectman McGrath noted he will not be back next year. I just wanted to point that out.

Vote: Motion carried 4-0.

D. Donations - None

E. Acceptance of Minutes

1) Minutes of the June 11, 2019 Meeting

Selectman Coutu stated on page 3 at the top. It would be second paragraph where it says "Chairman Morin". On the last line in that paragraph "Mr. Horsley". Can we change that to Ms. Horsley. I have other notes but it's basically how many times did the Town Engineer use the word "basically". A total of ten in his presentation. Other than that, that's fine. I'll make a motion.

Motion by Selectman Coutu, seconded by Selectman McGrath, to approve the June 11th minutes as amended, carried 4-0.

F. Calendar

- 06/26 7:00 Planning Bd - Buxton CD Meeting Room
- 06/27 7:00 Zoning Bd of Adjustment - Buxton CD Meeting Room
- ~~07/03 7:00 Budget Cte - Buxton CD Meeting Room~~
- 07/04 FOURTH OF JULY - TOWN HALL CLOSED
- 07/08 7:00 Conservation Cmsn - Buxton CD Meeting Room
- 07/08 7:00 Cable Utility Cte - Cable Access Center
- 07/09 7:00 Board of Selectmen - BOS Meeting Room
- 07/10 7:00 Planning Bd - Buxton CD Meeting Room
- 07/11 7:00 Zoning Bd - Buxton CD Meeting Room
- 07/15 7:00 Cemetery Trustees - BOS Meeting Room
- 07/16 7:00 Municipal Utility Cte - BOS Meeting Room
- 07/17 6:00 Library Trustees - Hills Memorial Library
- 07/18 7:00 Benson Park Cte - HCTV
- 07/22 7:00 Sustainability Cte - Buxton CD Meeting Room
- 07/23 7:00 Board of Selectmen - BOS Meeting Room
- 07/24 7:00 Planning Bd - Buxton CD Meeting Room
- 07/25 31:00 Trustees of Trust Fund - Buxton CD Meeting Room
- 07/25 7:00 Zoning Bd of Adjustment - Buxton CD Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on June 11, 2019

- 1) *Motion by Selectman McGrath, seconded by Selectman Roy, to approve the Memorandum of Understanding between the Town of Hudson and the Hudson Police Employee Association effective July 1, 2019, carried 4-0.*
- 2) *Motion by Selectman McGrath, seconded by Selectman Roy, to enter into a Purchase and Sale Agreement with Kay's Realty Inc. in the amount of \$235,000 for the purchase of tax deeded, town owned property located at 32 Cross Street, carried 4-0.*
- 3) *Motion to adjourn at 9:39 p.m. by Selectman Martin, seconded by Selectman McGrath, carried 4-0.*

8. NEW BUSINESS

A. Town of Hudson Sewerage Leakage Into Residence

Vice-Chairman Roy recognized Selectman Roger Coutu to speak on this item.

Selectman Coutu indicated we had a brief discussion about the potentiality of this coming before us. Mr. Harvey - Rick if you wish you can sit up at the table and why don't you state your name and address for the record and then I'll do the introduction and then you can pick it up.

Richard Harvey - 3A & B Hedgerow Drive.

Selectman Coutu explained Mr. Harvey as you read in your packet had a sewerage that impacted the internal part of his duplex which he occupies on one side and I believe it's your sister that occupies the other side. Mr. Harvey said she has since moved and we own both now. Selectman Coutu said many, many years ago Rick Harvey was an employee of mine. He lives in Hudson. He's well known in the baseball circuit. We contributed as we could to help the Legion team which now you manager. You took over Gary's position in managing all of the operation. That's Gary Webster. He reached out to me and he told me what had happened. He hasn't deviated one iota in his packet. He reached out to me because he knew me. I told him what the initial process would be for him to come before us. The only thing that I felt was missing Rick unless it was on your drive were pictures. Rick Harvey said they were on the drive. Selectman Coutu asked did you look at the drive. There were pictures. So as it states here, the insurance company only pays \$3,500. He estimates that he has damages well in excess of that and I feel on the basis of the information that was provided regardless of what took place in the past and I'm sorry it did happen in the past as such that it is my opinion regardless who is sitting there that if our sewerage flows into somebody's home we should have some liability here not just \$3,500.

Selectman Coutu said I can't believe we have an insurance policy. I know that you said Mr. Malizia that we had a similar case in the past and it was denied on the base of \$3,500 and that they had the right to go to court if they wanted to. I just don't like the potential incurrence of legal costs on something that I personally feel that we have responsibility for. Rick if you want to take it from there. The only question I would have with regards to your submission was, and you can answer these questions when you make your presentation, why is it that you didn't get more than - it looks like you're showing us one estimate. Why you didn't get more estimates and if we don't have the pictures then shame on us. We should have copies of the copies. If they were on the thumb drive, it might be hard and time consuming to download and do them. Rick why don't you pick it up from there.

Rick Harvey explained on a Thursday morning I went down to my finished basement and noticed a spot on the rug was wet. We lived in the house in 1987 and I waited about a year and a half before I had both basements finished on both sides of the duplex. Maybe a year later they blasted the cul-de-sac on top of Hedgerow Drive and I'm not sure how much time later we did have water in our cellar not a lot to cause a lot of problems. We lost our rug. We took care of it but it happened. We didn't have water for two years. So work out flow is a one-time deal. It happened one other time after that so we put a sublet on my sister's side of the duplex. It took care of the problem for many, many years until we had a blackout. So we got a generator to take care of that. We eventually got a whole house generator and never had a problem 6, 7, 8 years it's been bone dry.

Mr. Harvey said I was kind of curious of why I had water in my cellar because the sump pump isn't working and it's been bone dry. It hadn't worked for two months. I went over and I saw the water it was not only on that rug but also along the front wall of our duplex. It wasn't really dirty water. It looked okay. I really couldn't tell what it was. It didn't smell that badly. We have a sewer cleanout on both corners of our finished basement and there was a big puddle on top of that. It's about this deep in the floor. I went to my sister's side of the basement and at this time she ended up moving to Virginia. She was packing. She actually had a big box on top of the clean out and it had collapsed from sucking the water up. I assumed it was water. I didn't think it was sewerage. I went and got my wet vac. I decided to take the sewer clean off after I pushed the water into the hole and when I took that off, it blasted into the cellar. It just came right in. I put the cover back on right away. I told my wife what was going on so we called Roto Router. He put his unit in about 9 feet and saw nothing. He put his camera in about 120 feet and still saw nothing. He said something is wrong here so let's go to the street. He's the one that pulled the sewer basement cover off first and was probably 2/3 full. He said we have a problem here. It's not your problem it's a town problem and you better call the town.

Rick Harvey noted we did and Jess and his crew came right away. They were great. They pulled the cover off and saw the issue and they just couldn't believe what they saw. I will say the first things out of Jess' mouth he was great he says you know don't worry about it whatever issues there is the town is going to take care of it. So instead of (inaudible) in the basement below, it took about a half an hour to

get it down to a point that they could see the pipe and the trough in the hole. They said we'll see what happens tomorrow and they came back. They came back the next day and it already started filling up again the basement itself. They decided they'd do something about it. They put a camera inside and saw a blockage. Long story short when we built the houses in the development in '87, my neighbor across the street - I'm not sure who he had for a contractor - we subbed our own house out. Somebody had put a 4 inch PVC pipe inside the 6 inch PVC pipe from the house to the street whether by accident or not so all those years it was inside that pipe sliding back and forth basically. It finally went to the street and that's what clogged 2/3 of the pipe in the street. They decided they had to take care of it on that Friday which was the 17th. They pulled a street opening. It took them about six hours. They fixed the problem and sealed it up. I would say that we normally go away. We have a lake house up in Newfound Lake. If we had gone Wednesday night and not have been home, we wouldn't have gotten home until Sunday, I'm not sure what would have happened to our house. That would have been going all weekend. We're lucky we were home.

Mr. Harvey said once the problem (inaudible) do we incur their bills, they took three days to clean the problem. They cut the walls up about a foot and half and in front of the house and a little bit on each side of the other room. Again in talking with Jess, he said give us your bills, give your bills and we'll take care of them. We'll submit them. Then we heard from the insurance company and they were only going to offer us \$3,500 if we signed off saying the Town was not liable which I would not do. I even reached out to Steve and went to Steve's office. He wasn't there. I left a message with his secretary and he called back and talked to my wife. He said the same thing - once the insurance company was involved it was kind of out of their hands. The next thing I thought about was going to Roger because I knew Roger and submit the costs. The reasons why we didn't go for another bid, my cousin is owns Federal Carpet in Lowell. He did my carpeting. He's done it twice in the basement so I got him and did my sister's carpeting. My son who is moving in next door is having contract work done as we speak and he got the contractor who was going to do the work in the house to give the bid to ourselves because he was there. That's the only reason why we didn't get second bids. That's basically where we're at. We haven't touched the cellar since and we're just waiting to hear from Roger when this meeting is going to take place.

Selectman McGrath said I have a question not for this gentleman but for Steve. In the past we've rejected other requests for additional coverage beyond what the insurance company is...Steve Malizia said you have had one other similar incident two years ago that was rejected by this Board. In this instance, Selectman McGrath said when we didn't take care of the previous problem by giving them additional funding to correct whatever needed to be corrected, what would we be facing going forward? Is that setting a precedent for any type of other future events such as this whether it's the sewer or water that ends up going into a home? What affect does that have on the town? Steve Malizia said I can only assume that if you pay claims of this nature and someone else comes with a claim and you don't pay their claim under this relative same circumstances, you may have some sort of legal lawsuit against you. I don't know.

Vice-Chairman Roy said there would be an argument for precedence that you've done this before and given this similarly situated that you don't do it for them. I can't answer this question but that may fall outside of any insurance coverage we have so it would be on us to pay that.

Selectman McGrath stated that leads me to another question. If we go forward this evening and decide to take care of the problems that this gentleman has had in his home, what does that do for the people that we denied a couple of years ago? Would they be able to come back to the town and say now you've done it for someone else? Mr. Malizia indicted they signed a document when they accepted the \$3,500. I can only assume that that document would not allow them to come back but I'm not a lawyer.

Vice-Chairman Roy noted I'm not sure how that would stand up in court and I don't know what the Statute of Limitations or anything like that in New Hampshire.

Selectman McGrath suggested I think is that this Board have a discussion about what we want to do not only in this case but also going forward for anybody else that might have a similar problem. Are we going to establish a policy that we're going to take care of problems like that to a certain dollar limit?

Vice-Chairman Roy said I would suggest that that's why we carry insurance though so that the insurance company picks up and determines who is liable and to what extent. That's what they do professionally. It's what they're designed to do. It would be my suggestion.

Selectman Coutu suggested that somebody call Primex and say find out what it costs to get proper insurance. I have insurance for such matters in my home and they cover it. We're giving someone \$3,500 for \$20,000 worth of damage. It just seems unreasonable and unreasonable for Primex - if it happened two years ago, I sat on the Board. How I voted I don't know. Why I voted the way I voted I don't know. I don't recall the case at all. I know you brought it up and I know that (inaudible) are a lot better than mine. I can see to that. What was the reason and I believe I asked you and if I didn't then I failed you, had you filed a claim with your insurance company and did you say something about they said they wouldn't cover it because it was the town's responsibility.

Rick Harvey indicated our insurance company offered \$2,000 and that was the max that they could give us. We didn't even file a claim they just sent it to us. They probably gave us \$2,000 with my homeowners insurance. That's all they would give us. Selectman Coutu asked did they give you a document stating that's all they would give you. Mr. Harvey said yup. I've actually talked to a couple of insurance people who are friends and they had the same exact kind of policy that small amount of money. There's no such thing as sewerage. It's almost like a courtesy they give you some money towards it. It's not an official policy.

Selectman McGrath repeated you said \$2,000 so in addition to the \$3,500 that Primex offered, that would be \$5,500. What's your estimate \$7,500? Mr. Harvey said no it was around \$22,000 total including the cost we already incurred. You understand if you saw the pictures, they had to cut the walls. We had to do it in both basements which includes suspended ceilings and the whole nine yards. You can't fix that. Its drywall with plywood on top of it. They had to cut a hole down to the studs because of the sewerage going up the walls. It sucked up the walls.

Selectman McGrath asked to continue with questions. Is each unit insured separately? Rick Harvey said no. This house was built with one deed. It's a duplex. My sister and I built it together. We had one mortgage. Selectman McGrath indicated you have two units and you said your son is going to live in the other side. Mr. Harvey said he's living on the other side and eventually he will own the whole property when he can refinance. He sold a house in Manchester. He's going to end up owning the house. We own the house. We just pay taxes. The house is paid for. Both units got damaged. Its two separate homes so one cellar were finished, they both had to be replaced.

Vice-Chairman Roy indicated my initial thoughts are we're setting a dangerous precedent. It would be a very expensive precedent for the town. I don't practice in insurance law but I do believe that there's a way to reject that offer and maybe open up a negotiation with Primex.

Selectman Coutu noted he can also sue the town. Vice-Chairman Roy indicated and he can sue the town.

Rick Harvey (inaudible) if it doesn't work out for me, that's the next thing I'm doing and I'm done with this (inaudible) and I'm going to go after the lawyers' fees too. It's not infrastructure that caused my problem. Once you leave our property, it's the town's responsibility for those pipes and that block was in the town pipe. I was the only person in the development to have a problem because I'm the lowest person on that street. If I would have left my house on that Wednesday night, I might have lost my home. Other people might have had a problem because the sewerage would have been backing up all weekend. We caught the problem very, very early. With having a town (inaudible) in the right of way, it's not my responsibility. I called Gary Webster who's a retired Town Engineer and told me exactly the same thing. I'm hearing from all the employees it was a town issue. It was their pipe. I'm not going to go away easy.

Selectman McGrath stated I'm willing to make a motion to defer this to get advice from legal counsel and beyond that if that fails then I'm ready to make a second motion.

Motion by Selectman McGrath to defer this matter to get advice from legal counsel, failed due to lack of a seconder.

Motion by Selectman McGrath, seconded by Selectman Martin, to deny reimbursement to the Harveys on Hedgerow Drive in the amount of \$18,264.16 due to a sewer backup.

Selectman Martin said we are responsible. It was our pipe. It was a backup that happened. Unfortunately I think the insurance coverage needs to be looked at on our end because they should be protecting our resident's homes from sewer backup. Yes there are residents with septic systems but that's a different story. This is something that's publicly owned and publicly it was not working well. It was caught and unfortunately a resident had to expend an exorbitant amount of money. I wasn't here two years ago when that other thing happened but I'm not willing to spend the attorney's fees to go to court as you heard. That's what's going to happen. I'm willing to give him some of his costs back and not the whole amount.

Selectman McGrath commented as sympathetic as I might be to this, I think that we are setting a dangerous precedent. If this Board in the past has denied these types of claims because we do have insurance that the insurance company has determined what the appropriate amount is for coverage, I think to go beyond that is setting the town up to face numerous claims such as this. I also don't like sitting here as a representative for the entire town that we this Board is being threatened. I am not going to put up with that. I'm not going to vote - you can disagree with me but I have to make a decision that I think is right and in the best interest of the entire town. The entire community that I'm supposed to represent. I'm not going to take a threat such as that lightly. I made a motion to defer to get legal advice. It failed. We have an attorney on staff just for these reasons. That's my reason.

Rick Harvey asked may I speak. I'm not sure why you think of it as threat. As a homeowner if that happened to your home, you would do what I'm doing and you'd try to do a proper...Selectman McGrath noted we have a motion on the floor Madam Chairman and this isn't appropriate.

Selectman Coutu indicated she's correct. We're in a discussion mode. All right a couple of things. I made two notes. One we're talking about these cases. How long have you been here Mr. Malizia as the Town Administrator? Steve Malizia said 16 years. Selectman Coutu stated you know of this would be the second case to your recollection. Mr. Malizia said to the best of my recollection. Selectman Coutu said these cases - this is the second time this has come. As far as the word "threat" is concerned, he certainly didn't threaten anybody. He never said he was going to sue. I said he always has - I didn't say it in those exact terms but he has legal recourse. He can go to court. He can sue us. I've not had that discussion with him. I didn't say why don't you just sue us if we deny it. That discussion didn't occur. He never threatened me. It wasn't even a veil threat implied let alone stated. He did say that that will be my recourse. I will go to court and he has a right to say that. He's not threatening us. I know that that possibility exists. Mr. Malizia when you and I had this discussion a week ago, you and I agreed that he has that recourse. He can go to court if he wants to. He can sue.

As far as the money was concerned, Selectman Coutu believed that our funds - how much do we have in reserves in the sewerage account Mr. Malizia approximately. Steve Malizia said we have specific reserves that are \$8 million. Selectman Coutu said I don't think considering we have \$8 million in the bank...Mr. Malizia said that's the capital reserve fund. You're talking a fund balance, there may be a couple million. Selectman Coutu stated this is the first case in two years and that was the first case probably in two years. This is the second case in whatever number of years you said you were here - 16 years. I don't think it's unreasonable for him to make a request. I would agree with Selectman Martin that this could be arbitrated to a lower amount. I'm sure that - it's beyond me how I represent a town as a result of not negligence of the town but an infrastructure problem. This town wants to walk away from its citizens and say well let's talk to our lawyer and see what he says. This is absolutely - when do people and politics start using common sense? I've seen so much nonsensical things in the past two years. It's starting to really royal inside of me day in and day out as to whether or not volunteering to serve the public and not be able to do the right thing is the kind of thing that I like to do. Right now it isn't and I'm very upset about it and I can't believe that someone would be accused of threatening us when he never even threatened us. He has a right to legal recourse. I just wanted to avoid that because I think he'd

win in court. I just assume pay it and be done with it. I'm done commenting on this. Thank you for the time Madam Chair.

Selectman Martin noted there is a motion on the floor and I'm withdrawing my second.

Motion by Selectman McGrath to deny reimbursement to the Harveys on Hedgerow Drive in the amount of \$18,264.16 due to a sewer backup, failed due to withdrawal of seconder.

Vice-Chairman Roy asked if there was another motion.

Selectman Martin said I'm willing to make a motion to help offset these costs but because of the fact that it is an infrastructure problem that it was fixed. It was discovered, staff came down, found the problem, fixed it. I'm willing to give the resident the amount of \$15,000.

Motion by Selectman Martin, seconded by Selectman Coutu, to help offset the costs in the amount of \$15,000.

Vice-Chairman Roy stated that I agree with Selectman McGrath that we are looking at the whole town. I think it sets a dangerous and expensive precedent. I don't necessarily disagree with you about finding maybe a higher coverage limit, however, I think that would come with a cost and I think it's something we need to analyze carefully. If nobody has anything else.

Selectman McGrath asked for roll call.

Yea: Coutu, Martin

Nay: McGrath, Roy

Vote: Motion failed 2-2.

Rick Harvey thanked the Board for their time. You'll be hearing from my lawyer. I was willing to take the \$15,000. I was here to negotiate in good faith. I didn't want to sue. I will do the right thing and I was willing to take the \$15,000 when you said that number. I'd be more than happy with that. Thank you.

Selectman Coutu told Rick he was sorry.

B. Public Hearing - Amending Hudson Town Code Chapter 205, Fees, Planning Department Fees

Vice-Chairman Roy recognized the Town Administrator to speak on this item.

If you recall, Steve Malizia indicated we had a discussion at one of our recent meetings regarding raising the costs for the advertising that we charged for planning, for public hearings. That's a cost borne by any applicant. As you recall, we were at \$40. The cost is much closer to \$80. We're looking to raise that in our Town Code the fee section. You need a public hearing to accomplish that. If there aren't any questions from the Board, you can open a public hearing, take public comment. If there's no comment, you close the hearing and then after that you can adopt this.

Vice-Chairman Roy opened the public hearing at 7:49 p.m. Does anyone in the audience wish to speak on this item? Seeing none, I will close the public hearing at 7:49 p.m.

Motion by Selectman Martin, seconded by Selectman McGrath, to adopt the proposed fee increase for Chapter 205 Fees, Section 205-7 Planning Department Fees, A. (3) Advertising (per notification, per hearing) for all subdivisions: \$40 to \$80, and B. (3) Advertising (per notification, per hearing) for all site plans: (\$40 to \$80), carried 3-1. Selectman Coutu in opposition.

C. Involuntarily Merged Lot Application - 16 Robinson Road, Map 144, Lot 002

Vice-Chairman Roy recognized the Town Administrator Steve Malizia to speak on this item.

Steve Malizia explained the town received an application for an involuntary merged lot over at Robinson Pond Drive. There's a stack of information here but in essence the current owner was looking to unmerge many lots. I forgot how many there are in total. I think there is 19 parcels which effective were merged by I believe a prior property owner which was more than likely his father or parent. In essence if somebody has voluntarily merged something, it was not involuntarily merged. In other words, they took an action either over it or on purpose so therefore I ran it through staff which includes Town Planner, Zoning Administrator, Chief Assess, and I had a legal review done. From all the documentation that we were presented, it appears that this was voluntarily merged and therefore it is not appropriate to be involuntarily merged. The Statute only talks about involuntarily merged. If you voluntarily merge something, this is not the way to unmerge it. We recommend that you deny this request for involuntary merger.

Motion by Selectman Coutu, seconded by Selectman McGrath, to deny the Application for Restoration of Involuntarily Merged Lots Pursuant to RSA 674:33-aa for property located at 16 Robinson Road, Map 144, Lot 002, carried 4-0.

D. Sale of Town Owned Property - 7 Alpha Street

Vice-Chairman Roy said I'm going to ask somebody to make a motion that we defer that to the next meeting.

Steve Malizia stated I have some information I need to find out before I bring it back to the Board. I'm requesting that we defer it to the next meeting.

Selectman Coutu asked before we do that Madam Chair what is the property value. There is no information relative to the property value and what is it that we're going to be seeking to list it at.

Steve Malizia indicated I don't know what we're going to list it at because we'd have to award it to a realtor. The basic assessed value on this property is \$191,200.

Selectman Coutu asked why are we deferring it. What is the information that we need? Mr. Malizia said I would need to speak to the Board in nonpublic about that because it's something that...Selectman Coutu asked are you deferring it to the nonpublic session. Vice-Chairman Roy said we're deferring it to the next meeting so we can get some information but we can explain in nonpublic.

Motion by Selectman Coutu, seconded by Selectman McGrath, to defer until the next meeting, carried 4-0.

E. Accrued Time Payouts

Vice-Chairman Roy recognized the Finance Director Kathy Carpentier to speak on this item.

Kathy Carpentier said, believe it or not it's the end of Fiscal Year '19! Included in my responsibilities are to update you on accrued time payouts. We've had 170 full time payouts this year. Twenty-two employees have left employment. Fourteen earned time max payouts. The department heads have incurred \$555,000 of salary and benefits which puts us at about 98 percent with still two weeks of payroll to go. We have a possibility of being overspent because of the \$555,000. At this point, I propose a motion to potentially get up to \$200,000 from the Capital Reserve Fund and Employees Earned Time Fund. The fund is currently 40 percent funded. We've never tapped into it but, this motion protects us from being overspent. Do you have any questions? Did I go too fast?

Selectman Coutu asked what was unexpended fund balance going to be at the end of the year do you know. Approximately? Kathy Carpentier indicated we can only tell you what last June was because the

revenues aren't done and expenditures aren't done. It's still about 8.9 percent. There's a little over \$16,000.

Selectman Coutu asked what about this year's budget how much are we going to have unspent. Do you know? I know you don't it's not the end of the month. Ms. Carpentier said if I'm predicting it's looking like we might be about \$100,000 over spent. To protect the town, I'm asking you to but we've absorbed \$555,000. I'm asking you to get a possible reimbursement from the Capital Reserve Fund up to \$200,000. If some of the blanket POs come in less than what we're anticipating in the next two to three weeks, we wouldn't need to tap into that Capital Reserve Fund which is what's happened in the past. This is the only time I can come to you to ask for that so hopefully we don't need it. A trash bill hasn't come in yet - the last month of June, two more payrolls need to hit, any last minute electric bills, phone bills, and that type of stuff.

Steve Malizia noted it's more just to cover us. We've done this every year. Typically if you look at the very back of the thing, we have \$800,000 in the reserve fund. We haven't tapped into that. Ms. Carpentier said we're no longer funding it either. Mr. Malizia stated it's there for this type of purpose. What we're basically doing is what you've done every year I'm saying just in case.

Selectman Coutu said the School Department has a \$700,000 surplus. Vice-Chairman Roy indicated they spent it. Selectman Coutu said we're only going to get \$120,000 back. Why don't they give us the money? We can cover our expenses. Kathy Carpentier indicated we can't share. They also have a \$50 million budget. They had a lot more too. Selectman Coutu said it's there and they're going to spend it all. Mr. Malizia said they very well may. Ms. Carpentier said I don't speak on their behalf. Selectman Coutu said that's ridiculous. I don't have any objection.

Vice-Chairman Roy asked are we typically this close at this point. Kathy Carpentier said yes. Last year we were about \$400,000. The department heads are doing their best to absorb all these payouts. The Police Department has had a lot of turnover this year. As people are leaving especially the senior people - meaning the people who have been here for a long time, they're going out with their accrued time so they're taking payouts as they're going because they have vacation time on the books and we're paying them out. So then the departments are trying to absorb that money and covering most of it. So they're a little over spent so you'd see police or fire might be overspent for that type of thing. I think also Highway but it's because the department heads are covering those expenses which they're not responsible for because the Board has always taken the position to let them absorb it.

Vice-Chairman Roy noted we've had an exceptionally high year of overturn. Okay. Just wanted to be clear.

Motion by Selectman McGrath, seconded by Coutu, that the Board of Selectmen as Agents to expend request the distribution of up to \$200,000 from the Employees' Earned Time Fund from the Trustees of the Trust Funds as reimbursement for Fiscal Year 2019 appropriations if needed, carried 4-0.

Kathy Carpentier indicated if needed so if it's not needed and as long as we have a buck left on the books then I wouldn't request any money back from the Trustees.

F. Fiscal Year 2019 Encumbrances

Vice-Chairman Roy recognized Finance Director Kathy Carpentier to speak on this item.

Kathy Carpentier explained at year end I ask all the department heads and committee chairs for encumbrances. Encumbrances are any financial liabilities for projects or warrant articles for projects that were started in Fiscal 2019 that haven't been completed, paid for. So the liability is still on the books. We're encumbering the funds and carrying them over into Fiscal 2020. This number is pretty large. A lot of it has to do with the Sagamore Bridge - \$1.4 million. That's a big piece of it. We're also doing water, sewer, conservation, donations. It is a long list but I don't see anything that jumps out at me. If you've had a chance to look it over, I'd be happy to answer any of your questions. This is the backup that your department heads gave me a copy of all the POs that go along with it.

Steve Malizia stated this is the maximum number. It could be reduced if things get done. For example they've been installing a lift at the Public Works garage. If the bill comes in, it comes off this list. This is just to cover anything that you've contracted for this year that slides into next year. Again at year end this is the only opportunity she has to do this that's why she does it at this meeting.

Motion by Selectman Coutu, seconded by Selectman McGrath, to encumber the not to exceed amount of \$3,345,142.19 for Fiscal Year 2019 as recommended by the Finance Director, carried 4-0.

9. REMARKS BY SCHOOL BOARD - No School Board member present.

10. OTHER BUSINESS/REMARKS BY THE SELECTMEN

Selectman McGrath - Tomorrow night there is going to be a Planning Board meeting and the Dakota formerly the Friary property is going to be discussed. I would encourage anyone that's interested and wants to add commentary now is the time to do it. It may be your last opportunity if the Planning Board acts on it tomorrow night. It will be in the Buxton room on the other side of Town Hall. That's tomorrow night at 7 p.m.

Selectman McGrath noted next week is 4th of July and just wishing everybody a happy 4th of July and recognizing what it means to this country.

Selectman Coutu - First of all thank you Selectman McGrath for bringing that up. I was at house party this weekend as I said over at Dr. Gosselin's house and there were approximately 50 people there. Almost all of them were Hudson residents. Two things that kept coming up in conversation was traffic problem and the second one were the apartment buildings. Like you I watched last week's meeting. The Planning Board meeting especially. I took some notes because I don't have a document in front of me. I didn't have as detailed a document as we have for our minutes so I was able to read all of your minutes Donna and that's the only reason I caught that. Typically I don't read them because I know you're typing from the tape. The other thing was not in favor of the apartments. I said where were you at the meeting. It's just amazes me that there's so much written in the paper relative to the project. There were so many thumbs down in the paper about the project. I haven't read a single thumbs up or anything on Facebook with a thumbs up. I have to be careful what I say because it might put the town in trouble so I have to be careful. The point is that if you have an opinion and you have an opportunity to state that opinion, you should do so by attending the meetings that are being conducted specifically addressing what you might not or you might want it and you should come and let us know. Sometimes you assume that everybody is against it. It may just be a very small number but people have an opportunity to step forward and they didn't. Be it as it may, I want to thank Dr. Gosselin for inviting me for Franco American weekend. Great festivity. Great crowd.

Selectman Coutu indicated another thing I ceased on the opportunity of an invitation handed to me by the Nashua Area Radio Society. They were set up at the Hudson Middle School this weekend - Saturday and Sunday. What an impressive display of antennae and equipment. They had approximately \$3 million worth of equipment there this weekend. Tents, several antennae - I mean quite a few. I learned quite a bit and I was so impressed and so happy to hear. I congratulate the Middle School Principal Keith Bowen for incorporating some of this into their curriculum in the school. They let the radio operators come in with their equipment and hold classes for these kids. They look forward to coming in and doing that. They learn so much about aerospace. As a matter of fact, this past year not more than 2 or 3 months ago, they were talking from the middle school through this operation unit to the space station. They were talking to the astronauts. The astronauts gave them a half an hour of air time to be able to communicate with them and it was a great experience for those kids. With regards to this, I want to thank Craig Barry for inviting me. He's a very active member of the group.

Again, Selectman Coutu noted Selectman McGrath mentioned the following weekend coming is the 4th of July. It's on a Thursday but people celebrate from Thursday I'm sure through Sunday. Please drive with care. Please remember what that holiday is all about. It's not just about fireworks, going to the

beach, having cookouts. Remember the independence of our country. It protects us and provides us with continually with that independence to this day.

On a personal note if I might, Selectman Coutu stated I know you're watching honey. Happy 56th anniversary. It will be this Saturday - 56 years. Very proud of it and I don't mind broadcasting it.

Selectman Martin - Happy 4th of July to everybody in town. Enjoy the weather if it's nice. Be good out there because a lot of things have happened in this State and worldwide. Continue to remember all the Veterans that are providing the very freedom that we are enjoying.

Selectman Martin noted I'm going to go for some Fire Department updates. Five probationary firefighters are progressing very well. New dispatcher has completed orientation and is operating on shift currently. The new ladder is in service and operating very well. The Chief is working on the closeout of the fiscal year and continuing to work on process improvement in Inspectional Services Department.

Selectman Martin indicated I won't be as cumbersome as I was last week and I missed this last week that's why I'm bringing it up this week. I also want to thank the Police Chief and his staff. They're doing a phenomenal job out there. I see them. They're very, very busy. One time you past a motorcycle and the next time he's turned around with his lights on. They're out there working hard and I really, really appreciate you out there protecting us. Thank you for all your hard work both police officers and firemen. Thank you.

Selectman Roy - I will reiterate what everybody else has said to enjoy the 4th of July. There is a point to what Selectman McGrath and Selectman Coutu said - the basis of our country is everybody has a voice. You should use that voice at every opportunity and I want to wish a happy anniversary to the Coutu's. That's a great feat. It truly is.

10. NONPUBLIC SESSION

Motion by Selectman Coutu, seconded by Selectman Martin, to enter nonpublic session pursuant to RSA 91-A:2 (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted; (b) The hiring of any person as a public employee; and (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant, carried 4-0 by roll call.

Vice-Chairman Roy entered nonpublic session at 8:09 p.m., thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public is asked to leave the room.

Vice-Chairman Roy entered open session at 8:58 p.m.

Motion by Selectman Coutu, seconded by Selectman Martin, to hire Chloe Kroner as a Regular Special Shift Employee at a rate of \$12.50 per hour, carried 4-0.

Motion by Selectman McGrath, seconded by Selectman Martin, to promote Master Patrol Officer Kevin Riley and Master Patrol Officer Patrick McStravick to the position of Sergeant at \$35.53 per hour according to the Hudson Police Employee Association Union Contract (Step 5). This elevation in rank would be effective July 1, 2019, carried 4-0.

Motion by Selectman McGrath, seconded by Selectman Martin, to hire Zachary Nardini, Leandro Sosa, Shane Grayson, Giomar Colon, Kraig Hoag, and Matthew Horton to the position of Full-Time Police Officers with a starting salary of \$23.68 per hour according to the Hudson Police Employee

Association Union Contract. This will be contingent upon all six candidates passing the psychological and medical exams, carried 4-0.

11. ADJOURNMENT

Motion to adjourn at 8:59 p.m. by Selectman McGrath, seconded by Selectman Coutu, carried 4-0.

Recorded by HCTV and transcribed by Donna Graham, Executive Assistant.

Kara Roy, Vice-Chairman

Roger E. Coutu, Selectman

Marilyn E. McGrath, Selectman

Normand G. Martin, Selectman

Agenda 7-9-19
F.B.

Graham, Donna L

From: rogerec <rogerec@comcast.net>
Sent: Wednesday, July 3, 2019 8:05 AM
To: Graham, Donna L
Cc: Dave Morin; Malizia, Steve
Subject: Motion to reconsider

Hi Donna:

I would like to add onto the agenda: a motion to reconsider the Rick Harvey sewer line damage claim. I would like it for the meeting of July 9. Thank you.

Roger

Sent from Samsung Galaxy smartphone.



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

Agenda
6-28-19
S A

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

cc: Public Works
Finance

Date: June 20, 2019

Re: Town of Hudson Sewerage Leakage into Residence

Selectman Coutu requested that the attached packet of information be placed on the next Board of Selectmen's agenda. Richard and Paulette Harvey, owners of a duplex located at 3 Hedgerow Drive, had sewerage back up into the finished basements of their property on May 16, 2019. The Highway Department immediately responded to the call and cleared the blockage in the sewer line that created the backup into the Harvey's home. Our insurance carrier, PRIMEX, has a coverage limit of \$3,500 for this claim as the Town was not negligent in maintaining the sewer system in that area and responded immediately to clear the blockage which appears to be caused by a sewer connection problem with an adjoining property. The Harvey's are looking for reimbursement from the Town in the amount of \$18,264.16 (\$21,764.16 - \$3,500.00) which includes the cost of cleaning up the sewerage and replacing or repairing damaged flooring and walls. A similar case occurred in 2017 where sewerage backed up into a resident's finished basement. Our insurer PRIMEX denied that claim as the Town was not negligent in maintaining the sewer system but did pay the property owner \$3,500 under the sewer back up no fault provision of the Town's insurance. The Board of Selectmen denied that owners request for additional damages in the amount of \$19,083.78 as the Town was not negligent and the Board felt that the Town did not have any liability or responsibility to pay above the \$3,500. I have included some of the documents from that claim for the Board's information.

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

- Motion by McShank to defer for legal advice, failed - no second
- Motion McShank/Martin to deny reimbursement, failed - Martin w/drew second
- Motion Martin/Coutu to help offset the reimbursement from the sewerage leak in the amount of \$15,000, failed by roll call; Coutu/Martin in favor

TO: Roger Coutu – Member, Town of Hudson, NH Board of Selectman
FROM: Rick Harvey – Resident - Town of Hudson
DATE: 6/1/19
RE: **Town of Hudson Sewage Leakage into Residence**

*Rick Harvey
Thank You!*

Hello Roger,

With respect to our previous email correspondence, I have gathered all pertinent information regarding the sewage issue that we incurred at the home addresses of 3-A and 3-B Hedgerow Dr. on the morning of Thursday May 16, 2019.

We found that town sewage had leaked in our home at 3-B and my sister's home at 3-A Hedgerow Drive. Both basements are finished on the front portions of our homes and that is where the seepages occurred. We share a common PVC sewage pipe that connects to the road system which is connected with a "y" connection at our home. That installation was inspected by Ron Gardner and approved when we built our home in 1987. We moved into our home in August of 1987. We have never had any issues with the sewage system until this day. We did not know at first what type of liquid was in our basement. We finally realized it was sewage and we called Roto-Rooter. He utilized both his clean-out hose and camera and could not find an issue. He used the sewer clean out in my basement floor, which is in the corner of the finished part of the basement. This is where the leakages had been occurring. We do not know how long this was going on for. He then decided to go to the street to lift the sewer cover and we found an almost $\frac{3}{4}$ full basin of sewage. He advised me to call the town right away.

The town was very quick to arrive. Town DPW Director Jesse Forrence arrived with a crew and was very surprised to see the status of that sewer basin. They proceeded to empty the hole until they could see the bottom of the basin and put their camera in the basin below the clogged basin and found the issue. Jesse stated to me and my wife many times that all our bills due to this town caused problem would be taken care of. They were to return the next day to check on the problem again and decide what to do. In the mean time we hired ServPro to clean both messes in 3-A and 3-B Hedgerow Drive. When the town returned Friday the 17th they had made the decision to tear up the street and correct the problem. Overnight, that basin was once more filling up with sewage. They completed the job in one day and came back on Saturday and the following Monday, to make sure their correction was working. The street is now repaved and back to normal.

As per our email conversation I stated to you that after speaking to the town insurance company, they informed us that the town was not liable and all they could do is give us a check or \$3,500.00, which was discretionary. Between ServPro and Roto-Rooter we have already spent out of our pocket \$3,451.00 and this is without fixing our basements back to normal. The insurance company wants us to sign a waiver to receive this money to state that the town was not liable. We will not comply; the town was liable. We then spoke to Town Administrator,

Steve Malizia and he echoed the insurance company's sentiments, he said that once it was in their hands, he could not do anything. It was after that conversation I decided to reach out to you for your advice and help.

There is no doubt in our minds that the town is liable for our issues. We are looking for nothing less than having our basements restored to where they once were and that the town is fully liable for the sewage back-up issue and the costs we have incurred.

Thank you for your help in resolving this issue.

Respectfully Yours,

Rick (Richard) Harvey
3-B Hedgerow Dr.
Hudson, NH 03051
Home: (603) 886-3402
Cell: (603) 767-0477

Roger,

Primex originally sent us their settlement and had my name wrong, listed as Albert Prince. My wife called them and told them of their mistake. The second settlement offer still listed my name as Albert Prince. I am not waiting for a correct letter with my name on it. I am not sure what their issue is and why they are so incompetent.

Rick

Thanks
Rick Haney

46 Donovan Street
Concord, NH 03301-2624
(603) 225-2841
(800) 698-2364
Fax: (603) 228-3833

May 22, 2019

Richard Harvey
Paulette & ~~Albert Prince~~
3 Hedgerow Drive
Hudson, NH 03051

Re: Our Member: Town of Hudson *Richard Harvey*
Claimants: Paulette & ~~Albert Prince~~
Claim No: GL20192619004
Date of Loss: May 16, 2019

Dear Paulette & Albert Prince:

Please be advised that the Town of Hudson is a member of the New Hampshire Public Risk Management Exchange self insured property and liability fund. We are handling your claim.

The investigation revealed that you encountered a sewer back up in the basement of your home at 3 Hedgerow Drive, Hudson, NH 03051 on May 16, 2019.

It is our conclusion, after careful evaluation, that the Town of Hudson was unaware of the sewer line blockage and as a result the member could not foresee or prevent the loss. We take the position that the Town of Hudson is not legally liable for the damage to your home and personal property. To that end, we must respectfully deny any liability on behalf of the Town of Hudson.

The Public Entity Coverage Document that covers the Town of Hudson through Primex³ states that we will pay up to Three Thousand Five Hundred Dollars (\$3,500) per claim on a discretionary basis for sewer back up claims. Please be advised that the most Primex³ will be paying for this loss is Three Thousand Five Hundred Dollars (\$3,500).

This money is given with the understanding that Primex³ or the Town of Hudson does not acknowledge liability against the Town of Hudson for this loss. Enclosed please find a release for you to sign and return. Upon receipt of the properly endorsed release and a copy of the ServPro invoice, I will issue you a check in the amount of \$3,500. If you choose not to sign

46 Donovan Street
Concord, NH 03301-2624
(603) 225-2841
(800) 698-2364
Fax: (603) 228-3833

the release and accept the \$3,500, the money will be given to the town for defense of this claim.

Should you have any questions, or wish to discuss this matter further, I can be reached at 1-603-225-2841 x 185.

Very truly yours,



Cassandra Sferazo
Claims Representative

cc: Stephen Malizia, Town of Hudson

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) to be paid to Paulette & ~~Albert Prince~~ ^{RICHARD PRINCE}, 3 Hedgerow Drive, Hudson, NH 03051, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Town of Hudson, 12 School Street, Hudson, NH 03051, and Primex/NH Public Risk Management Exchange and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage or bodily injury, and the consequences thereof resulting or to result from the sewer back-up occurrence on or about the 16th day of May, 2019, at or near 3 Hedgerow Drive, Hudson, NH 03051.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not be construed as an admission of liability on the part of the party or parties hereby released, and that said releaseses deny liability therefor and intend merely to avoid litigation and buy their peace.

The Undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, _____.

CAUTION: READ BEFORE SIGNING BELOW

Witness

Claimant -- Paulette ~~Prince~~ ^{HAZEL} LS

Witness

Claimant -- ~~Albert Prince~~ ^{HAZEL}
^{RICHARD} LS

STATE OF _____ COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to be known to be the person(s) named herein and who
(Paulette & ~~Albert Prince~~) ^{HAZEL, RICHARD}
executed the foregoing Release and _____ acknowledged to me that

_____ voluntarily executed the same.
(Paulette & ~~Albert Prince~~) ^{HAZEL, RICHARD}

My term expires _____, _____

Notary Public

NOTICE OF CLAIM

CLS

SECTION 1 PLEASE COMPLETE THIS SECTION FOR ALL CLAIMS *GL 2019 2619004*

MEMBER TOWN OF HUDSON DEPARTMENT Public Works/Highway
 ADDRESS 12 School Street TELEPHONE (603) 886-6024
Hudson NH 03051
 PERSON TO CONTACT Jess Forrence TIME OF ACCIDENT /INCIDENT 11:40 am
 DATE OF ACCIDENT/INCIDENT 05/17/2019
 PREVIOUSLY REPORTED: DATE OF PREVIOUS NOTICE _____

SECTION 2 LOSS (AUTO, SLIP/FALL, FALSE ARREST, DISCRIMINATION, ETC.)

Location of Accident	Authority Contacted: Report #:	Violations/Citations
----------------------	---------------------------------------	----------------------

Description of Accident/Incident

SECTION 3 MEMBER VEHICLE

Vehicle No., Year, Make, Model		V.I.N. (Vehicle Identification)	Plate No.	
Driver's Name & Address		Residence Phone	Business Phone	
Relationship to Member	Date of Birth	Driver's License No.	Purpose of Use	Used With Permission?
Describe Damage	Estimate Amount	Where Can Vehicle Be Seen?	When?	Other Insurance On Vehicle

SECTION 4		PROPERTY DAMAGE (NON-MEMBER) GENERAL LIABILITY/AUTO LIABILITY				
Describe Property Damaged (auto or other--be specific) main sewer line in the street backed up into their basement <i>- Attachment -</i>			Other Veh/Prop Ins. Co., or Agency Name & Policy #			
Owner's Name & Address Paulette & Albert Prince 3 Hedgerow Drive Hudson, NH, 03051			Business Phone		Residence Phone 603-455-2544	
Other Driver's Name & Address			Business Phone		Residence Phone	
Describe Damage in Detail Public Works found the main sewer line in the street backing up and did try flush the main line but not correcting the problem. Public Works TVed the main sewer line finding a problem with the house service at # 2 Hedgerow that was installed in 1987 and missed at that time this did cause the main line to back up in to cellar of #3 Hedgerow. The Public Works did repair the service at #2 the following Day 5/18/19.			Estimate Amount	Where Can Damage Be Seen? 3 Hedgerow Drive		
SECTION 5		INJURED (GENERAL LIABILITY-AUTO LIABILITY)				
Name & Address	Phone #	PED	Mem.Veh.	Other Veh.	Age	Extent of Injury
SECTION 6		WITNESS OR PASSENGERS				
Name & Address	Phone #	Mem.Veh.	Other Vehicle	Other (Specify)		
SECTION 7		LOSS OF, OR DAMAGE TO MEMBER PROPERTY (OTHER THAN AUTO)				
Location of Loss			Police or fire department reported to:			
Kind of Loss (Fire, Wind, Explosion, etc.)			Probable amount entire loss:			
Description of Loss & Damage						

Sewage Backup
16-May-19
3A & 3B Hedgerow Drive, Hudson, NH

Paid to date:

Rotor Rooter	\$	599.00
ServPro	\$	2,852.66
Total Clean-up	\$	3,451.66

Estimate Repair:

ADHCO LLC - Repair		
3A	\$	7,500.00
3B	\$	7,500.00
Flooring and Carpeting - material only		
3A	\$	1,700.00
3B	\$	1,612.50
Total Estimate Repair	\$	18,312.50
Total Clean-up and Repairs	\$	21,764.16

RECEIVED
JUN 18 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE



1-800-GET-ROTO (438-7686)

SAVE THIS INVOICE FOR YOUR GUARANTEE
SEE BINDING TERMS ON REVERSE

DATE OF SERVICE M / D / Y	LOCATION
SERVICE TECHNICIAN'S NAME #	
INVOICE NO.	

SEWER & DRAIN PLUMBING PUMPING
 INDUSTRIAL EXCAVATION DRAIN TILE

CUSTOMER CLASS
 RESIDENTIAL COMMERCIAL

Operated as an Independent Contractor

CUSTOMER NAME	CUSTOMER NO.	FEDERAL I.D. #
SERVICE ADDRESS	APT. NUMBER	
CITY	STATE/PROVINCE	ZIP/POSTAL
CUSTOMER PHONE NO.	P.O. NUMBER/AUTHORIZATION	
BILLING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS)	CITY	STATE/PROVINCE ZIP/POSTAL

REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____. Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.)	\$ AMOUNT

WORK ORDER AUTHORIZATION I authorize the services indicated and agree to pay the amounts specified. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.

(SIGNATURE) _____ (PRINT NAME) _____

CHANGES TO ESTIMATE I authorize these changes	ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes)

COMMENTS

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.

(SIGNATURE) _____ (PRINT NAME) _____

(E-MAIL ADDRESS) _____
Send plumbing tips, product/services information and coupons via email.

LABOR \$ _____
 PARTS \$ _____
 PRODUCTS \$ _____
 OTHER \$ _____
 \$ _____
 \$ _____
 TAX \$ _____
 INVOICE TOTAL \$ _____

PAYMENT

CASH CHECK NO. _____ * CREDIT CARD NET 10 DAYS

OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH * In the event check is returned, the CUSTOMER is responsible for all related bank fees.

NEXT VISIT

PLEASE PAY FROM THIS INVOICE

RESIDENTIAL GUARANTEE	COMMERCIAL GUARANTEE
LABOR	LABOR
<input type="checkbox"/> Main/Branch Lines 6 months	<input type="checkbox"/> Main/Branch Lines 30 days
<input type="checkbox"/> Toilet Auger 7 days	<input type="checkbox"/> Toilet Auger 24 hours
<input type="checkbox"/> Plumbing Repair 6 months	<input type="checkbox"/> Plumbing Repair 90 days
<input type="checkbox"/> Plumbing Replacement 1 year	<input type="checkbox"/> Plumbing Replacement 90 days
<input type="checkbox"/> Extended Guarantee 1 year	
REASON FOR NO GUARANTEE	

Rely on the experts at Roto-Rooter for complete plumbing and drain services. Call **1-800-GET-ROTO (438-7686)**.

Visit us at rotorooter.com for coupons, helpful hints and more. Complete our customer survey at: rotorooter.com/contact-us/customer-survey.

And, follow us online for news, timely updates, and other plumbing and drain information.

- facebook.com/rotorooter
- twitter.com/rotorooter
- rotorooter.com/blog
- youtube.com/rotorootertv

(Service Technician's Signature)

Roto-Rooter
Terms and Conditions

The following terms apply to all work performed by Roto-Rooter or its affiliates ("us") for the customer indicated on the front of our invoice ("you").

1. **Your Responsibilities.** You agree to (a) remove any hazards, obstructions or dangerous conditions around the job site not caused by our work; (b) limit access to the job site so that people not working on our job are not exposed to dangerous conditions relating to our job; (c) place appropriate warnings to warn of dangerous conditions when we are not on the job site; and (d) provide us with adequate access.

2. **Exceptions to Our Responsibilities.** We are not responsible for (a) personal injury, property damage or other damage or loss to you or others arising out of our work, except to the extent caused by our negligence or failure to perform the work in accordance with the contract between us; (b) defective, damaged, or deteriorated lines, mold, lead piping, or other unexpected or undisclosed conditions, and the consequences of such conditions, including delays, broken fixtures or lines, and lodged equipment (if we encounter such a condition, we may stop work, and you will pay us a reasonable charge for the work performed); (c) the time required to complete our work with reasonable diligence; (d) unless explicitly stated in writing, any damage necessary to complete our work, including damage to landscaping, walls, painting, tile or concrete or similar items; (e) damage caused by the removal of any clean out, drain cover or cap; or (f) tasks we perform in accordance with your specific instructions.

3. **Release and Hold Harmless.** You release us from and if you are a commercial customer, you will defend and indemnify us and hold us harmless against all damages, claims, demands, settlements, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, allegedly arising out of or in breach of our responsibilities under paragraph 1, or the matters to which we disclaim responsibility under paragraph 2.

4. **Warranty.** Our warranty is limited to a 90-day warranty on parts and labor. We do not warrant any work performed by us or our employees, agents, independent contractors, or subcontractors. If we provide a service that is not covered by our warranty, we do not warrant that it will not be defective, including workmanship, during the guarantee period. Our exclusive remedy under our service agreements will be, at our option, either do the work again at no labor cost or refund some payment. Guarantees do not apply to work arising out of main sewer line backup or improper, abnormal or non-anticipated use or conditions. Except as explicitly stated in writing, we are not giving any guarantees, warranties, or DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You may transfer a guarantee of plumbing repair or replacement to a person who purchases the property, but you may not transfer a drain cleaning or toilet auger guarantee. Your transfer must present the warranty claim to Roto-Rooter at the time we perform our work. For problems or inquiries, you should contact our General Manager or any team member listed on the front of our invoice.

5. **Limiting of Damages.** Our liability to you for any claim arising out of, in connection with, or as a job or other transaction provided by the company for personal liability will in no event, except where it increases the amount you actually pay for the work on this job, EXCEED FOR A CLAIM PERMITTED BY THESE TERMS, OUR PERSONAL OR BOILERS INJURY OR PROPERTY DAMAGE, AND WAIVE ANY RIGHT TO RECOVER INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR PUNITIVE DAMAGES.

6. **Waiver of Subrogation.** If you fail to pay us any amount when due, we will charge you interest on the amount due at the rate of 12% per month that our extending the highest rate legally permitted by the law in effect at the time you are responsible for all claims back to you with no regard for the negligence, and/or negligence, in all stages of collection.

7. **Assignment.** These terms are part of our contractual agreement and will prevail over any inconsistent terms in any other agreement between us, including the terms of any purchase order, and may be modified only in a written instrument signed by both of us which specifically refers to the provisions to be modified. If any of these terms is held to be invalid or unenforceable, the remaining provisions will not be affected and will continue to apply.

8. **Nondiscrimination.** We will abide by the requirements of 41 CFR §§ 60-1.4(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that we afford equal and opposite opportunities to all individuals.

HOW TO RESOLVE A PROBLEM

- Contact the manager at your local Roto-Rooter office.
- The manager may be reached at the phone number printed on the front of this invoice.



Servpro of Derry Londonderry

PO Box 1282
Londonderry NH 03053

Invoice

Date	Invoice #
5/21/2019	0772019

Tax ID: 81-1658016

Bill To
Paulette Harvey 3 Hedgerow Dr Hudson NH 03051

Terms

Description	Qty	Rate	Amount
Water loss remediation.		2,852.66	2,852.66

PAID
5/21/19

Thank you!

Total	\$2,852.66
Payments/Credits	-\$500.00
Balance Due	\$2,352.66

office@servproderrylondonderry.com

From: SERVPRO OF LONDONDERRY <notifications@paytrace.com>
Sent: Wednesday, May 22, 2019 10:19 AM
To: Office@servproderrylondonderry.com
Subject: SERVPRO OF LONDONDERRY Transaction Receipt - Reference Number 265410393

SERVPRO OF LONDONDERRY
12 LIBERTY DR
LONDONDERRY, NH 03053
6034323221

5/22/2019 10:18:53 AM

Reference Number: 265410393

Total: \$2,352.66

Transaction Type: Sale

Transaction Status: Pending Settlement

Card Brand: Visa

Card Number: xxxxxxxxxxxx7748

Entry Method: Keyed

Approval Code: 08434D

Approval Message: EXACT MATCH

AVS Result: Full Exact Match

Customer Name: Paulette Harvey

X _____

Please sign here to agree to payment.



Servpro of Derry/Londonderry

22 Manchester Rd Unit 9
Derry NH 03038
603-432-3221
Office@ServproDerryLondonderry.com
TAX ID: 81-1658016 Franchise #10535

Insured: Paulette Harvey
Property: 3 Hedgerow Dr
Hudson, NH 03051

Home: (603) 886-3402
E-mail: p.harvey1@comcast.net

Estimator: Josh Lyndes
Company: Servpro of Derry Londonderry
Business: 22 Manchester Rd Unit 9
Derry, NH 03038

Business: (603) 432-3221
E-mail: office@servproderrylondonderry.com

Claim Number: SELF PAY

Policy Number: SELF PAY

Type of Loss: Sewage

Date of Loss: 5/16/2019 12:00 AM
Date Inspected: 5/16/2019

Date Received: 5/16/2019 12:52 PM
Date Entered: 5/16/2019 3:17 PM

Price List: NHMA8X_MAY19
Restoration/Service/Remodel
Estimate: HARVEY_PAULETTE

Customer called to advise she had a sewage back up due to the main sewer line from the city clogged. She owns both sides of the duplex and both basement rooms are affected, one room each side with carpet and pad affected.

Servpro of Derry/Londonderry

22 Manchester Rd Unit 9
Derry NH 03038
603-432-3221
Office@ServproDerryLondonderry.com
TAX ID: 81-1658016 Franchise #10535

HARVEY_PAULETTE

Basement 3A

Basement A

Subroom: Stairs1 (2)

Subroom: Stairs (1)

Height: 7' 3"

Height: 10' 2"

Height: 12' 6"

DESCRIPTION

QTY

24. Content Manipulation charge - per hour To move contents to begin mitigation services.	1.00 HR
11. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	263.33 SF
12. Tear out wet carpet pad, cut/bag - Category 3 water	263.33 SF
13. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	40.00 SF
23. Tear out baseboard and bag for disposal - up to Cat 3	18.00 LF
14. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	18.00 LF
15. Tear out and bag wet insulation - Category 3 water	36.00 SF
16. Air mover (per 24 hour period) - No monitoring 3 air movers x 1 day of drying	3.00 EA
17. Dehumidifier (per 24 hour period) - Large - No monitoring 1 Dehumidifier x 1 day of drying	1.00 EA
18. Apply anti-microbial agent to more than the floor	299.33 SF

Basement 3B

Basement B

Subroom: Stairs3 (2)

Subroom: Basement B (1)

Height: 7' 3"

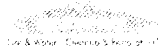
Height: 10' 3"

Height: 11' 11"

DESCRIPTION

QTY

26. Content Manipulation charge - per hour To move contents to begin mitigation services.	1.00 HR
4. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	259.75 SF
6. Tear out wet carpet pad, cut/bag - Category 3 water	259.75 SF
7. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	40.00 SF
22. Tear out baseboard and bag for disposal - up to Cat 3	28.00 LF
9. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	28.00 LF
10. Tear out and bag wet insulation - Category 3 water	56.00 SF
19. Air mover (per 24 hour period) - No monitoring 3 air movers x 1 day of drying	3.00 EA
20. Dehumidifier (per 24 hour period) - Large - No monitoring	1.00 EA



Servpro of Derry/Londonderry

22 Manchester Rd Unit 9
 Derry NH 03038
 603-432-3221
 Office@ServproDerryLondonderry.com
 TAX ID: 81-1658016 Franchise #10535

CONTINUED - Basement B

DESCRIPTION	QTY
1 Dehumidifier x 1 day of drying	
21. Apply anti-microbial agent to more than the floor	315.75 SF

Job

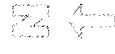
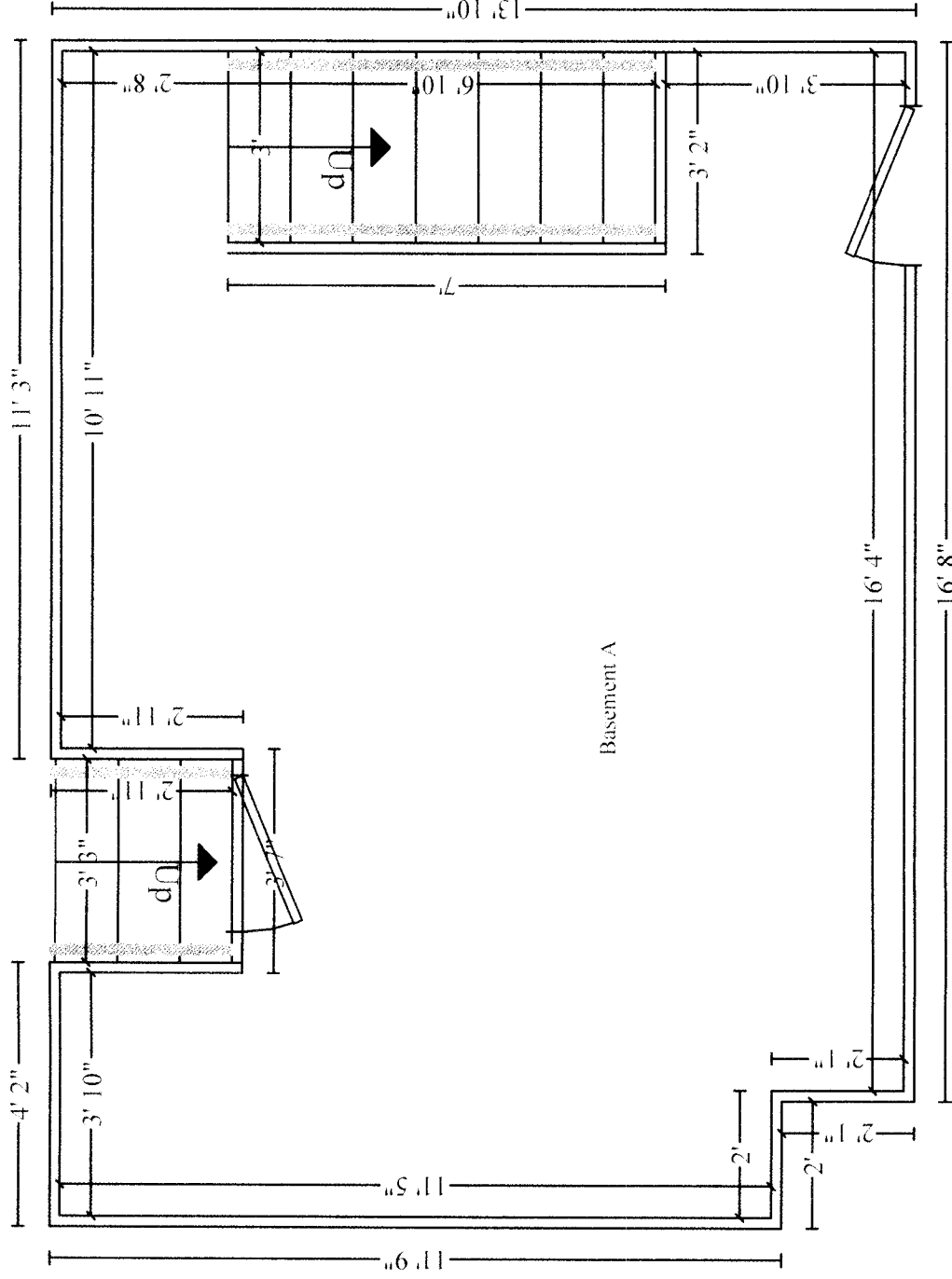
DESCRIPTION	QTY
1. Emergency service call - during business hours	1.00 EA
3. Equipment setup, take down, and monitoring (hourly charge)	3.50 HR
27. Add for personal protective equipment - Heavy duty	3.00 EA
3 protective suits used on project	
8. Haul debris - per pickup truck load - including dump fees	1.00 EA

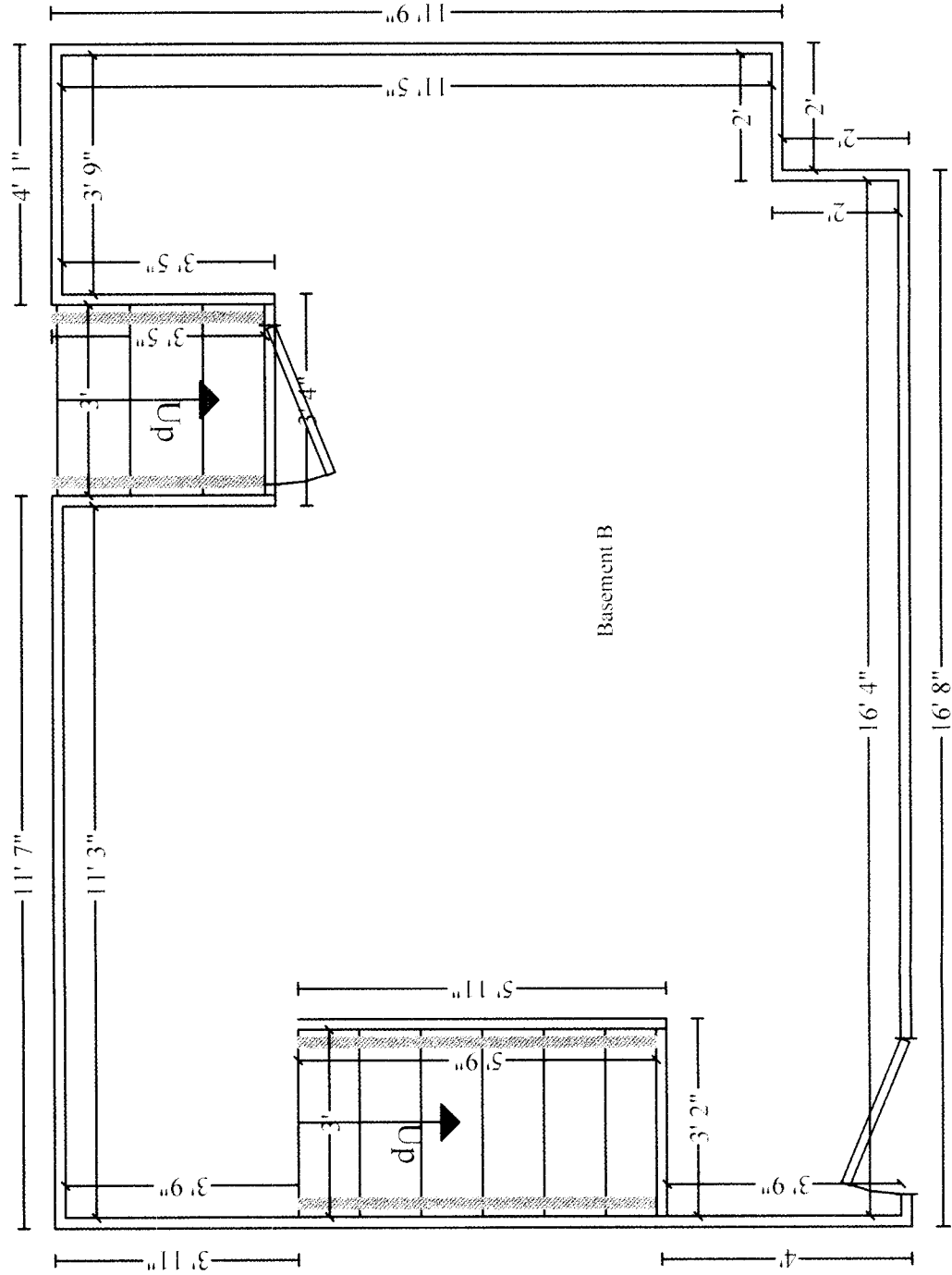
Grand Total \$2,852.66

Josh Lyndes

Grand Total Areas:

1,328.97 SF Walls	479.41 SF Ceiling	1,808.38 SF Walls and Ceiling
523.07 SF Floor	58.12 SY Flooring	178.95 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	184.00 LF Ceil. Perimeter
523.07 Floor Area	506.09 Total Area	744.83 Interior Wall Area
881.04 Exterior Wall Area	110.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





ADHCO LLC

ESTIMATE

655 Elm Street
Manchester, NH 03101

DATE 5-28-19

TO
Paulette and Richard Harvey
3A and 3B Hedgerow DR.
Hudson, NH 03051

Basement damage

Description

Amount

- Remove damaged flooring.
- Remove damage ceiling.
- Remove damaged sheetrock.
- Re- insulate walls.
- Sheetrock, Tape, Paint.
- Remove and replace stair carpet.
- Re- install floor.
- Re- install ceiling.
- Remove trash and debris.
- Replace doors, casing and trim.

The estimate is per unit

Total per unit

\$7500.00

Make all checks payable to ADHCO LLC
Payment is due upon receipt.

If you have any questions contact Don McCloe | 603-384-0082 | dmccloe2015@gmail.com

THANK YOU FOR YOUR BUSINESS.

Federal Carpet

1 Ennell Street Ext.
Lowell, MA 01850
(978) 453-0005
FAX (978) 452-2277

SALES SLIP

NAME Paula...
STREET ...
CITY ... STATE ... ZIP ...
TELEPHONE ...

DATE ... 20 ...
SALESMAN ...

CASH	MC/VISA	CHECK
		CHECK #

QUANTITY	STOCK	LOC.	DESCRIPTION	COLOR	YARDS	@	AMOUNT

BINDING: _____
OTHER: _____

OFFICE USE: PICK UP Loc.: _____ Date: _____

MEASURE Time & Date: ...

INSTALL DATE: _____ INSTALLER: _____

BINDING CUTS Date Needed: _____

SPECIAL INSTRUCTIONS:

Subtotal	
Tax	
Total	
Balance	
Pmt. & Date	
Balance	
Pmt. & Date	
Balance	

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL IN ORIGINAL CONDITION WITHIN 3 WORKING DAYS.
** Labor part of contractor's estimate*

NO CANCELLATION OF SALE AFTER CARPET IS CUT

BALANCE OF MATERIALS MUST BE PAID PRIOR TO LEAVING STORE

CUSTOMER SIGNATURE _____

Power Claim

2017

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

July 10, 2017

████████████████████
██████████ Belknap Road
Hudson, NH 03051

Re: Our Member: Town of Hudson
Claim No: GL2017-2598186
Date of loss: February 9, 2017
Location: ██████████ Belknap Road

Dear Mr. ██████████:

Town of Hudson is a member of the New Hampshire Public Risk Management Exchange (Primex3) property and liability program. Primex3 is a public entity risk pool. This correspondence is in relation to the sewage backup that occurred into your residence at ██████████ Belknap Road in Hudson, NH on February 9, 2017.

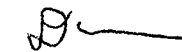
Please be advised that as a good will gesture on the part of Primex, we will reimburse you for the cost of the repairs in the amount of \$3,500.00 under the discretionary sewer back up no fault provision of the Town of Hudson's membership agreement, subject to all applicable terms, conditions and limitations in exchange for a release of all claims.

In the interests of resolving your claim in a timely manner, Please review and execute the enclosed release within 30 days of receipt. If Primex does not receive the executed release of all claims, the offer above will be rescinded.

Any and all such payments are made without regard to liability, and in no way constitute an admission of liability.

If you have any questions, please do not hesitate to call me at (800) 698-2364 ext. 113 or (603) 410-2113.

Very truly yours,



David Bullock, SCLA
Claims Consultant

Cc: Stephen Malizia, Town Administrator, Town of Hudson (via electronic correspondence)

Paula Klein
2017

Claim Number: GL2017-2598186

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS: That the Undersigned, being of lawful age, for the sole consideration of \$3,500.00, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Town of Hudson and their, agents, servants, successors, heirs, executors, administrators and all other associated persons, firms corporations, associations or partnerships ("Releasees") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation for any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage, and the consequences thereof, which the Undersigned now has/have or which may hereafter accrue on account of or in any way relating to or arising out of the incident, casualty or event involving Undersigned which occurred on or about the day of February 9, 2017 to present at or near Hudson, New Hampshire, and which allegedly resulted in damages to Undersigned's property.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasees, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The Undersigned hereby declare(s) and represent(s) that the damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the Undersigned rely(ies) wholly upon the Undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The Undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The Undersigned also specifically holds Releasees harmless and agrees to indemnify Releasees from any and all liens incurred or imposed as a result of said accident.

Undersigned represents and warrants that they have consulted or had ample opportunity to consult legal counsel of their choosing, and that he/she signs this free from any duress, coercion or other condition of any sort that could impair their judgment or free will in any way.

Claimant acknowledges and agrees that this Release may be kept on file at the municipal clerk's office and made available for public inspection, if required by N.H. RSA 507:17 and N.H. RSA 91-A:4 (VI). Except as set forth above, Claimant acknowledges and agrees that this Release and its terms and conditions are otherwise confidential pursuant N.H. RSA 5-B:7. Claimant agrees not to publicly disclose, publish, or otherwise distribute, directly or indirectly, any information concerning this Release, the Claims, or the settlement of the Claims, to any person or entity in the general public, except (1) as required by law; and (2) for specific professional investment planning and tax advice. If any person or entity makes inquiry of Claimant concerning this Release, the Claims, or the settlement of the Claims, Claimant may respond to any such inquiries with the following, "I have no comment." or "The matter has been resolved."

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20____.

Printed Name

Signature LS

Witness/Printed Name

Signature LS

Prison claim
2017

TARBELL & BRODICH, PA
ATTORNEYS AT LAW

RECEIVED

MAY 23 2017

TOWN OF HUDSON
SELECTMEN'S OFFICE

May 23, 2017

Stephen A. Malizia, Town Administrator
Town of Hudson
12 School Street
Hudson, NH 03051

RE: [redacted] and [redacted] Belknap Road, Hudson, NH

Dear Steve:

I have reviewed Attorney Shepard's demand for payment on behalf of [redacted] and [redacted] regarding the damage to their property. I have also reviewed Attorney Bullock's letter on behalf of Primex. My thoughts are as follows.

While I am very sympathetic for the [redacted], there is nothing in Attorney Shepard's letter to lead me to believe that the Town is at fault. My recommendation would be to send Attorney Shepard a letter stating that in the absence of any indication of fault by the Town, the Town cannot authorize a payment to his clients in the amount being demanded. I would be inclined to suggest to Attorney Shepard that if he is aware of any reason why the Town is at fault, perhaps he could share that information with the Town, and the Town would be open to reconsidering his demand. I would reiterate the no-fault settlement offer of \$3,500.00 previously extended by Primex. I would also be careful to run any proposed communication through Primex for approval prior to sending it to Attorney Shepard.

In terms of the letter from Primex, it would appear to me that Primex will provide defense coverage in the event of fault-based claims. As a practical concern, if a lawsuit were filed against the Town, it would have to be fault-based. The [redacted] would have to allege some fault on the part of the Town in order to bring a lawsuit. Accordingly, barring some other exclusion to coverage, I think Primex would in all likelihood end-up defending the case, even if the actual merits of the case were questionable, and if a suit is filed, I suspect that Primex would have the ability to settle for more than \$3,500.00.

Sincerely,

TARBELL & BRODICH, P.A.

David E. LeFevre

By: David E. LeFevre, Esq.
e-mail: dlefevre@tarbellpa.com

Eaton W. Tarbell, Jr.
Nicholas Brodich
Shane R. Stewart
Eaton W. Tarbell, III
Friedrich K. Moeckel*
James F. Pross**
David E. LeFevre

All Attorneys admitted
in New Hampshire
or as otherwise designated.

*Also admitted in Massachusetts
**Admitted in Maine only

Reply to:
Concord, NH Office
45 Centre Street
Concord, NH 03301

1-877-898-1135
603-226-3900 Tel
603-225-5398 Fax

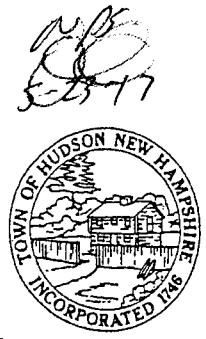
Auburn, ME Office
86 Main Street, Suite 203
Auburn, ME 04210

207-333-6005 Tel
207-333-6006 Fax



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

*Payor
 Claim
 2017*



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: May 18, 2017

Re: ~~Belknap Road~~ – Belknap Road

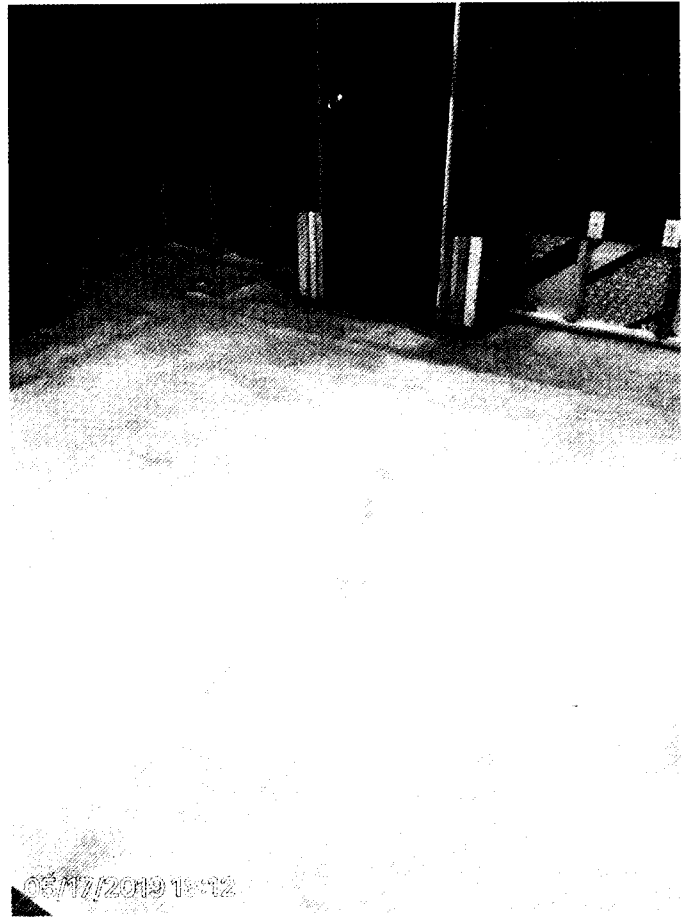
Attached please find a demand letter from Attorney Robert Shepard on behalf of his clients, ~~XXXX~~ and ~~XXXXXX~~, owners of ~~XXXX~~ Belknap Road. The ~~XXXX~~ had sewerage back up into their finished basement on February 9, 2017. The Highway Department immediately responded to the call and cleared the blockage in the sewer line that created the backup into the ~~XXXX~~ home. As the blockage was in the sewer line in the street and not on their property, the ~~XXXX~~ insurance carrier has denied their claim for cleanup and damage expenses. Our insurance carrier has a coverage limit of \$3,500 for this claim as the Town was not negligent in maintaining the sewer system in that area and responded immediately to clear the blockage which appears to be caused by an excessive amount of personal hygiene wipes being flushed into the system. The demand is for \$19,083.78 which includes the cost of cleaning up the sewerage and replacing damaged flooring, walls and cabinetry. I bring this forward for the Board's discussion and consideration as Attorney Shepard has raised the issue of litigation if the demand is not met.

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

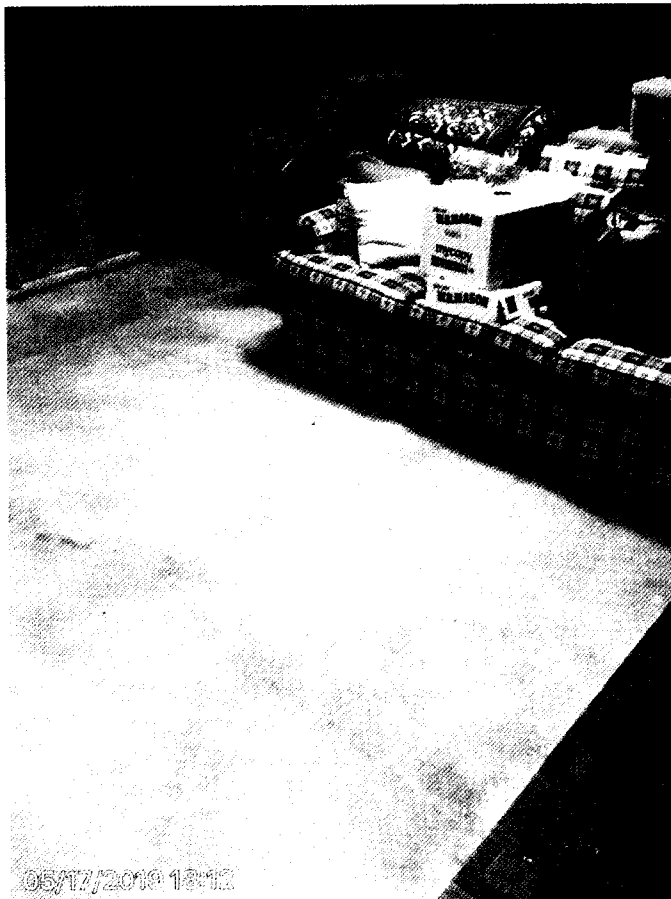
Consensus of BOS to do nothing. Let them file suit



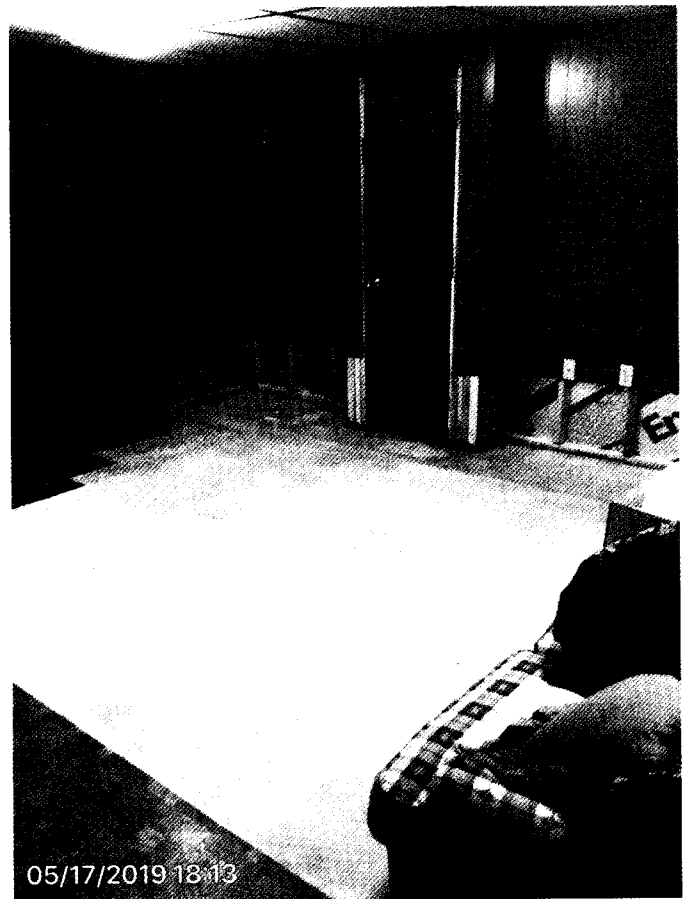
05/17/2019 18:12



05/17/2019 18:12



05/17/2019 18:12

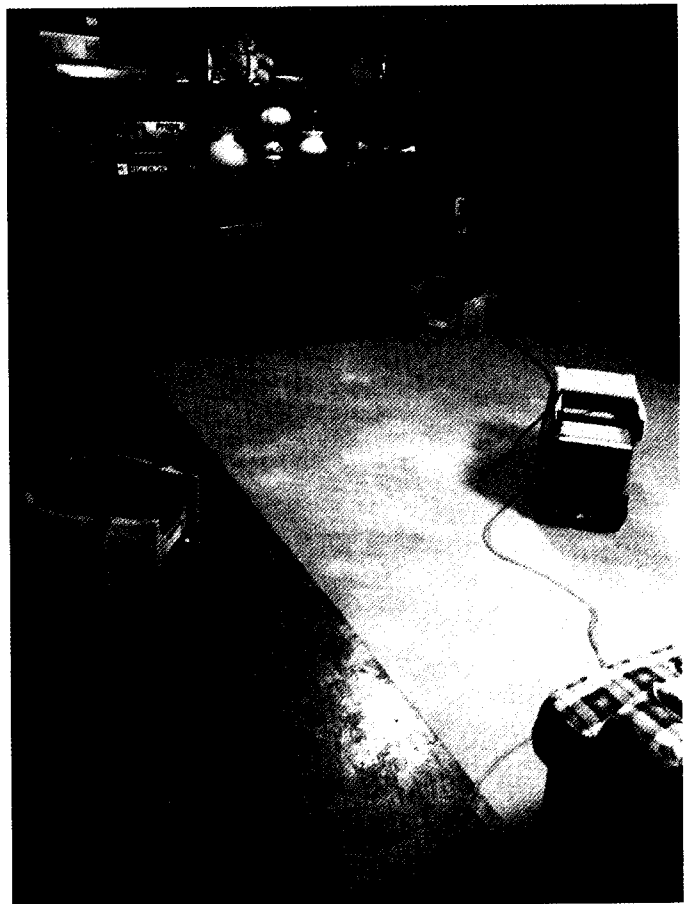
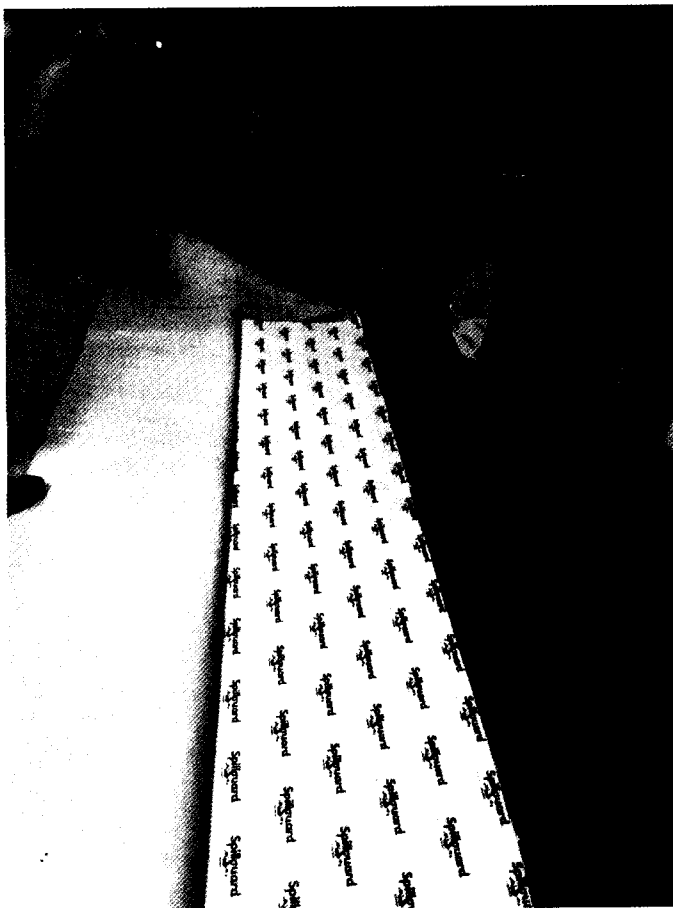
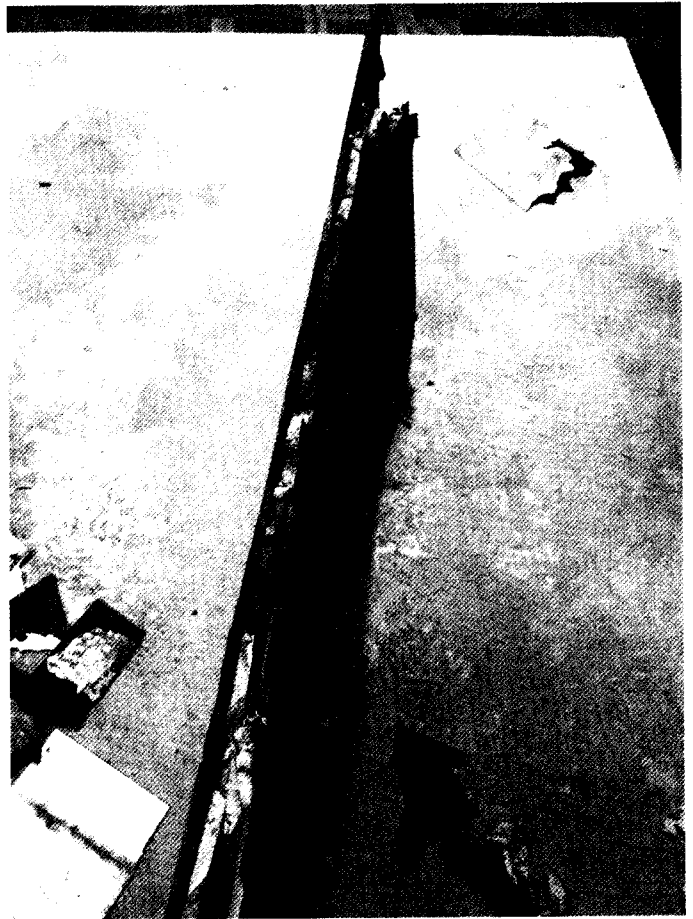


05/17/2019 18:13

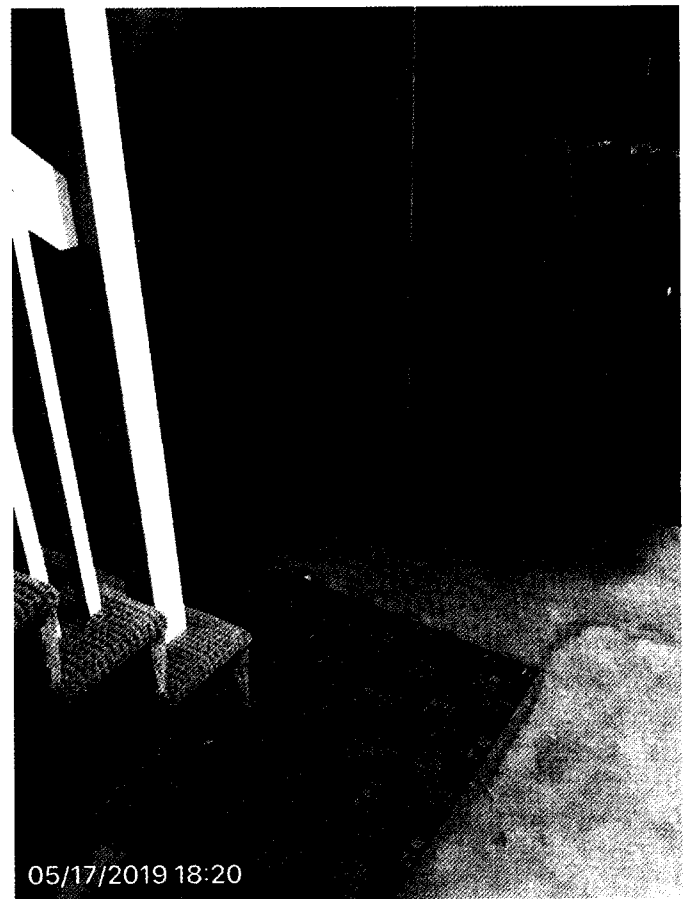
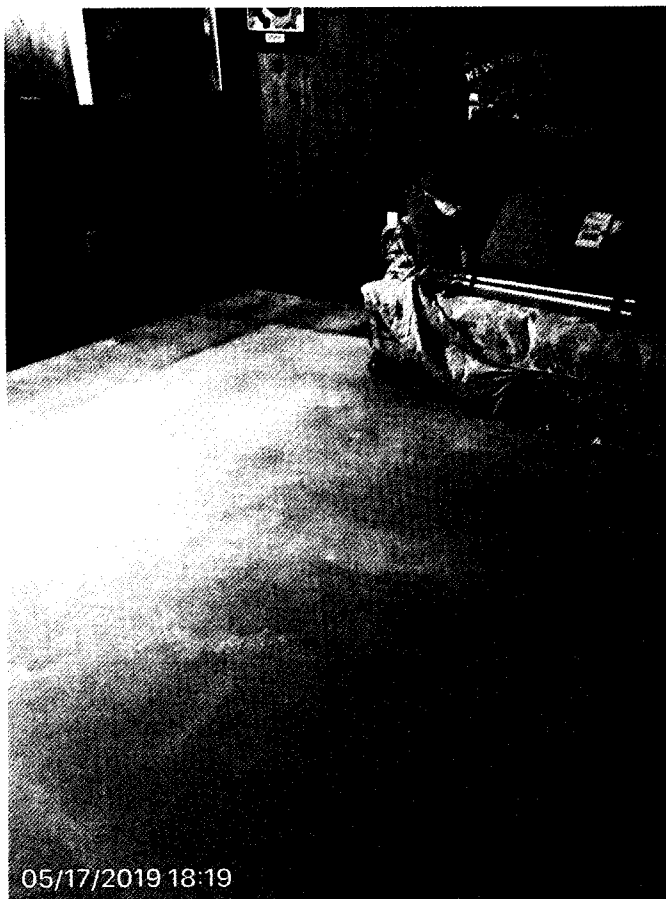
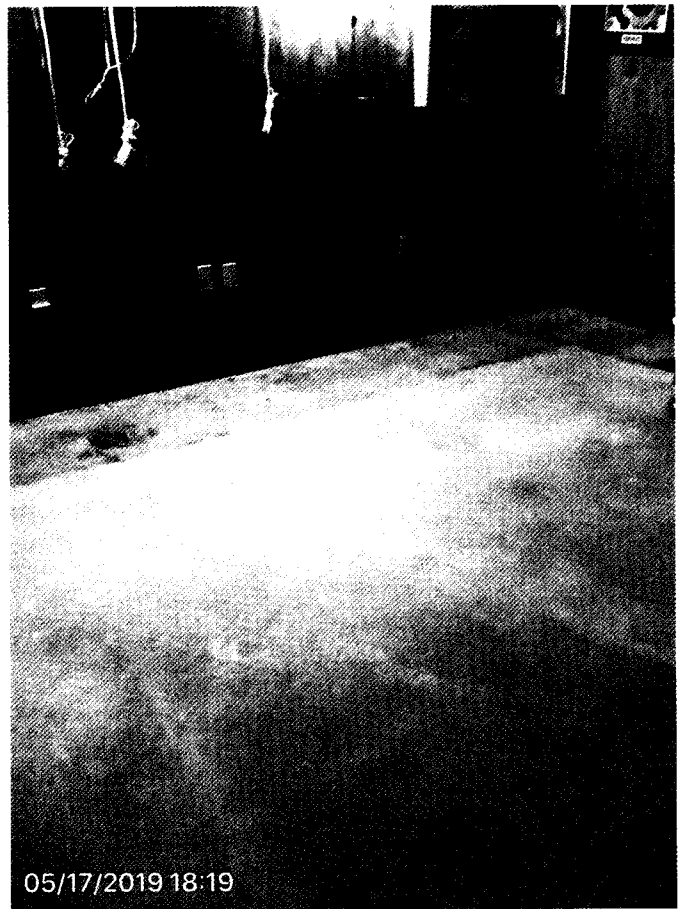
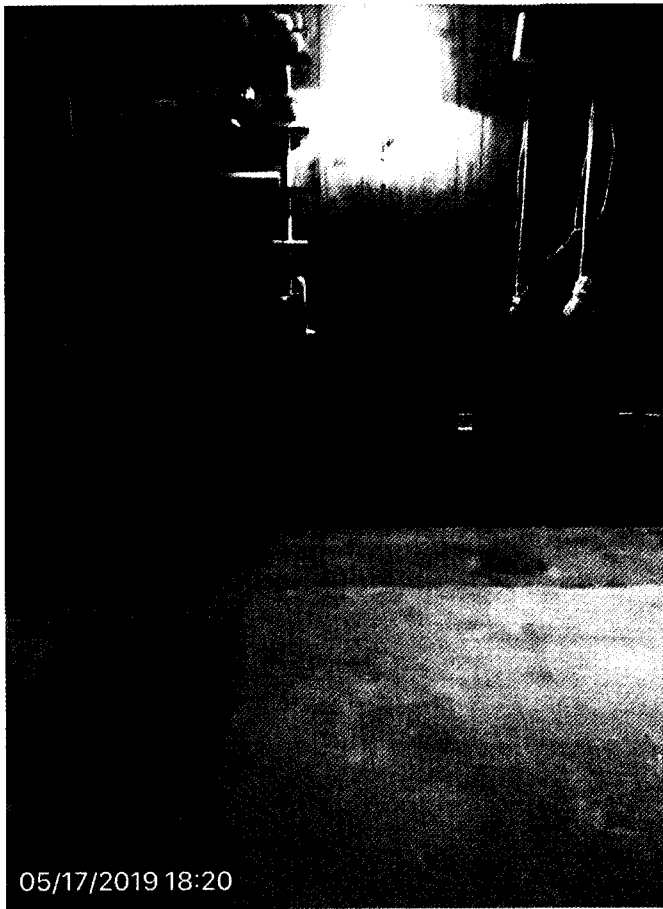
Basement A



Basement A



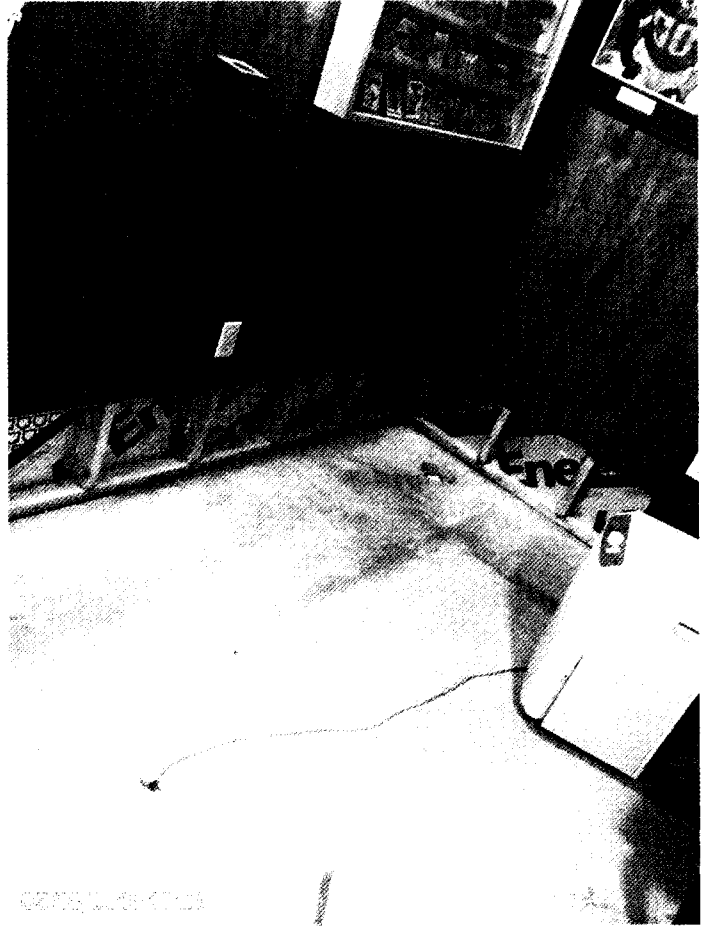
Basement A



Basement B



Basement B



Basement B



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

Agenda
7-19-19
8-D
7C

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: June 19, 2019

Re: Sale of Town Property – 7 Alpha Street

The Town of Hudson took real estate located at 7 Alpha Street by tax deed on May 24, 2018. The property consists of a single family ranch style home with three (3) bedrooms and one (1) bathroom. The property is surplus to the Town's needs. The unit has been vacant since the Town took possession as the former owner was in a nursing home. Attorney Lefevre recommended that the Town petition the Superior Court for Quiet Title to the property. The court granted Quiet Title at the end of May 2019 and the appeal period has passed. The property is now clear to sell with the Town retaining approximately \$133,000 for back taxes, interest, costs and penalties from the sale of the property. The balance will be sent to the Superior Court for payment over to the NH Department of Health and Human Services for assistance liens. Should the Board of Selectmen vote to sell the property, I am recommending that we contract with DiBernardo Real Estate to list the property. Should the Board of Selectmen agree with my recommendation to sell the property through DiBernardo Real Estate, the following motion is appropriate:

Motion: To sell Town owned tax deeded property located at 7 Alpha Street that is surplus to the Town's needs and to hire DiBernardo Real Estate for the sale of this property.

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

Motion Carried/McDiata to defer until next meeting, 4-0

Repurchase of Deeded Property
7 Alpha Street

Description	Tax/Lien	Lien	Deed	# Days	Lien/Deed		Total	
	Deed Amt	Date	Date		% Int	Costs		Interest
7 Alpha Street (191-082-000)								
2014 Tax Lien	1,786.93	5/1/15	7/1/19	1,522	18%	89.38	1,341.20	3,217.51
2015 Tax Lien	1,347.09	5/2/16	7/1/19	1,155	18%	72.79	767.28	2,187.16
2016 Tax Lien	4,350.34	5/12/17	7/1/19	780	18%	20.56	1,673.41	6,044.31
2017 Sewer Lien	162.14	8/25/17	7/1/19	675	18%	20.56	53.98	236.68
2017 Tax Lien	4,574.05	5/4/18	7/1/19	423	18%	0.00	954.16	5,528.21
2018 Tax 1	1,885.23		7/1/19		12%		-	1,885.23
2018 Tax 2	1,957.89		7/1/19		12%		-	1,957.89
2019 Tax 1	1,921.56		7/1/19		12%		-	1,921.56
2018 Sewer Utility Balance	92.00		7/1/19		12%		4.11	96.11
Water Balance -7/11/16 thru 5/15/19	609.73		7/1/19		12%		49.86	659.59
Sewer Quarterly Billing thru 4/18/19	92.00							92.00
Elderly/Disabled Tax Deferrals 1992-2012 (per diem of \$7.06 per day)	51,566.41				5%		33758.55	85,324.96
Penalty = 10% Assessed Value (RSA 80:90) Assessed value as of 5/22/18 = \$191,200								19,120.00
							Subtotal	\$ 128,271.21
Tax Collector's Deed Filing								12.47
Estimated Liability Insurance								\$ 70.00
Estimated Town Legal Costs								\$ 4,603.65
Maintenance Costs								\$ 49.97
Anticipated Selectmen Deed Filing Fee								\$ 12.47
Sherriff's Notification Service								\$ 40.00
Total Fees Due to Repurchase 7 Alpha Street							Total	\$ 133,059.77



TOWN OF HUDSON

Finance Department



*Agenda
7-9-19
S.A.*

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

RECEIVED

To: Steve Malizia, Town Administrator

JUN 28 2019

From: Kathy Carpentier, Finance Director *KC*

TOWN OF HUDSON
SELECTMEN'S OFFICE

Date: June 28, 2019

Subject: Recommendation – Copier Equipment Refinance and Additional Equipment and Software

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

Recommendation:

Kathy Wilson and I would like to recommend that we sign an Equipment Refinance agreement to extend our copier lease for an additional 24 months with Ricoh which was outlined in the original agreement. This will put all 12 devices on the same term and will revise our service contract to better match our equipment usage. Also at this time we are requesting to add two new copiers to the lease as requested by the Fire Chief for the Robinson Road Fire Station and the Town Clerk/Tax Collector for her office (Option #2). Option #2 is the 24 month lease refinance for the 12 devices and the 2 new devices at an amount of \$1,514.52 per month and a monthly service payment per month of \$559.30 for copies. The total estimated cost of this lease over 24 months is \$49,771.68 (\$24,885.84 per year) with an opt-out clause for non-appropriation of funds. The lease also includes service, maintenance, toner and staples.

We would also like to recommend Option #3 which is additional software to six (6) of the machines to enhance the scanning capabilities at a cost of \$147.36 per month. The total estimated cost of this add on over 24 months is \$3,536.64 (\$1,768.32 per year).

Budget Information:

The FY2020 Budget contains appropriations in the following areas to cover the lease and the additional software:

Town Clerk/TC	5030-221	\$1,440
Finance/Town Hall	5310-221	\$4,524
Highway	5551-221	\$1,600
Fire/Comm Dev	5581-221	\$4,200
Police Comm	5620-221	\$1,176
Police Admin	5610-221	\$4,200
Fire (3)	5710-221	\$4,188
Recreation	5810-221	\$3,973
Senior Center	5835-221	\$1,000
Library	5060-221	\$3,194
	Total	\$29,495

The fiscal year 2020 budget will cover the extended lease, the additional two new machines and the software updates. If we refinance the lease and extend for 24 months with option 2 and 3 then our annual savings will be \$2,777.

Motion One:

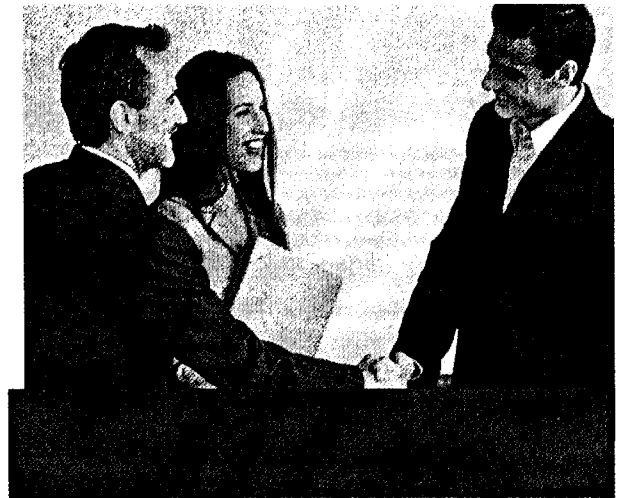
To waive the bid process and approve option 2 which is a 24 month copier equipment lease refinance with Ricoh, in the amount of \$1,514.52 per month for the lease and \$559.30 per month for the service payment for 14 copy machines as recommended by the Human Services Specialist and the Finance Director.

Motion Two:

To add Integrated Cloud Environment Software to 6 of the Ricoh copier machines at a cost of \$147.36 per month for 24 months as outlined by the Finance Director and the IT Director.

Proposal for:

**Equipment Refinance
& Additional
Requested Software**



**Town of
Hudson**



PREPARED BY:

Lindsay Lurvey

Ricoh Account Manager

Phone: (603)263-1965

Email: lindsay.lurvey1@ricoh-usa.com

Proposal Submitted: June 27, 2019

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Overview of Current Situation

Current Situation

Town of Hudson currently has a fleet of 12 Ricoh Multi-Functional Devices from Ricoh USA, Inc. Currently have 3 separate lease agreements with 1 shared service agreement. The details are as follows:



Lease #1:

- 6 Current Assets
- 36 Month Lease ends 07/19/2019
- Currently Monthly Payment- \$801.59

Lease #2:

- 5 Current Assets
- 34 Month Lease ends 09/21/2019
- Currently Monthly Payment- \$1,032.81



Lease #3:

- 1 Current Asset
- 36 Month Lease ends 07/26/2021
- Currently Monthly Payment- \$75.20

Monthly Service:

- \$347.58/month
- Includes: **81,667** B&W/month and Color **Pay-as-you-go**.
- Actual Average Usage: **65,769** B&W/month and **5,413** Color/month.
- Overages charged at \$0.0042/B&W and \$0.05/Color
- Color overage average cost: **\$270.65/month**

Total Average Monthly Spend: \$2,527.83

Overview of Current Situation

Proposed Solutions

Option 1: Refinance Lease #1 & Lease #2 for additional 24 months to be co-terminus with Lease #3 & revise service contract to better match equipment usage

OR

Option 2: Refinance Lease #1 & Lease #2 and add 2 Ricoh MP2555SP machines to the fleet for additional 24 months to be co-terminus with Lease #3 & revise service contract to better match equipment usage

OR

Option 3: Add Ricoh Integrated Cloud Environment Software to Ricoh Multifunctional Devices to add OCR, scan-to-word, scan-to-excel and mobile printing functionality

OR

Option 4: Add PaperCut software to Rogers Memorial Library patron machine to enhance the customer printing experience and alleviate burden placed on library staff.



Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

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Equipment being Refinanced

Option 1

Refinanced Equipment

<u>Model</u>	<u>Serial Number</u>	<u>Configured Serial #</u>	<u>Equipment ID</u>	<u>Install Date</u>	<u>Lease End Date</u>	<u>Address</u>	<u>Site Reference</u>	<u>City</u>
MP2554SP	G146R301314	C91075527	13872870	06/30/2016	07/19/2019	15 LIBRARY ST	Fire Dept	HUDSON
MP2554SP	G146R300337	C91075528	13872731	06/30/2016	07/19/2019	19 KIMBALL HILL RD	Senior Center	HUDSON
MP2554SP	G146R300328	C91075529	13872866	06/30/2016	07/19/2019	2 CONSTITUTION DR	Highway Dept	HUDSON
MPC2503	E216M560593	C91075532	13872871	06/30/2016	07/19/2019	194 DERRY RD	Library Dept	HUDSON
MPC3504	G706M461041	C91076017	13872486	06/30/2016	07/19/2019	39 FERRY ST	Fire Department	HUDSON
MP7502SP	W876L400358	C91076895	13872943	07/14/2016	07/19/2019	2 OAKWOOD ST	Recreation Dept	HUDSON
MP7503SP	G666LA00524	C91091181	14027386	11/22/2016	09/21/2019	12 SCHOOL ST	Town Hall	HUDSON
MP7503SP	G666LA00513	C91091182	14026695	11/22/2016	09/21/2019	12 SCHOOL ST	INSPECTIONAL SERVICES DEPT	HUDSON
MP7503SP	G666LA00533	C91091183	14027483	11/22/2016	09/21/2019	1 CONSTITUTION DR	PD	HUDSON
MPC2004	G746R810023	C91091217	14027482	11/22/2016	09/21/2019	1 CONSTITUTION DR	PD	HUDSON
MPC2004	G746R810049	C91091218	14027388	11/22/2016	09/21/2019	194 DERRY RD	CHILDREN DEPARTMENT FIRST FLOOR	HUDSON

Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

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Financial Considerations

Option 1: Refinance 11 Machines Lease #1 & Lease #2



24 Month Lease Refinance Payment

24 Month Payment= **\$1,284.08** per month

Monthly Service Payment

Monthly Service Payment= **\$550.86** per month

- Includes 66,667 B&W and 5,417 Color Images/Month. (800,004 B&W and 65,004 Color per year).
- Black & White overages charged at **\$0.0042/image**.
- Color overages charged at **\$0.05/image**.

Pricing Components

- **Fixed** Term Pricing for duration of lease
- All leases ending co-terminously
- Service commitment better matches actual usage
- All Parts, Labor, Toner and Staples included

Total Monthly Savings: \$617.69/month

Pricing Valid Through July 14, 2019

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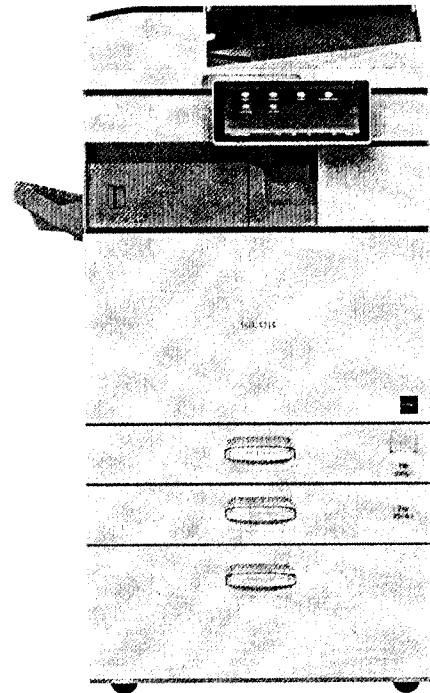
Proposed Solution

Option 2- Add 2 Ricoh MP2555SP to fleet

The MP 2555SP multifunction b&w system puts usability front and center – because today's workflows demand it. These top-of-the-line units are ideal for fast-paced environments that depend on sophisticated features to support complex workflows. They come standard with PostScript3 Emulation, offer exceptional MFP functionalities and 1200 x 1200 dpi image quality for fine lines, razor sharp text, and the most accurate grayscales. Plus, different paper capacity options give users the flexibility to load multiple stocks and sizes at the same time. With a full line of finishing capabilities, support for mobile device printing, and a robust processor, users can perform everyday office tasks with ease. And they can do it all without compromising security or their commitment to the environment.

KEY FEATURES

- 25 ppm B/W copy/print speeds
- Copy/Print/Scan/Fax enabled
- 10.1" Keyless Smart Operation Panel
- 100 Sheet Auto Reversing Document Feeder (ARDF)
- Built-in Java – ready to support optional 3rd party solutions
- 2 x 550 sheet paper trays + 100-sheet Bypass Tray + Cabinet for Storage
- 500 Sheet Stacker + 50 Sheet Internal Staple Finisher
- Print To/Scan From USB & SD Card Slot
- 2GB RAM
- 320GB Hard Disk Drive
- Color Scanning
- DOSS
- Gigabit Ethernet
- Near Field Communication (NFC) for hands-free mobile access
- Motion Detector Sensor provides quick recovery from Sleep Mode



This product image shown above may be configured with additional options/accessories not included with the mainframe. For more information, please speak with your Ricoh Sales Representative.



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Financial Considerations

Option 2:

Refinance 11 Machines

Lease #1 & Lease #2 &

Add 2 Ricoh MP2555SP to Fleet

(add 1,000 B&W images/month per machine to service contract)



24 Month Lease Refinance + New Equipment Lease Payment

24 Month Payment= **\$1,514.52** per month

Monthly Service Payment

Monthly Service Payment= **\$559.30** per month

- Includes 68,667 B&W and 5,417 Color Images/Month. (824,004 B&W and 65,004 Color per year).
- Black & White overages charged at **\$0.0042/image**.
- Color overages charged at **\$0.05/image**.

Pricing Components

- **Fixed** Term Pricing for duration of lease
- All leases ending co-terminously
- Service commitment better matches actual usage
- All Parts, Labor, Toner and Staples included

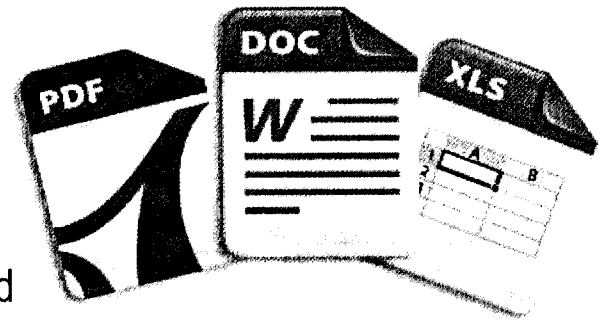
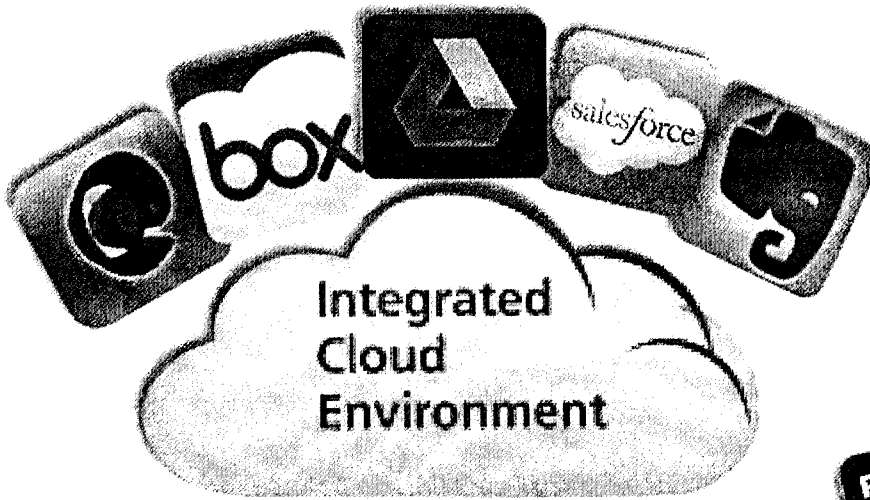
Total Monthly Savings: \$378.81/month

Pricing Valid Through July 14, 2019

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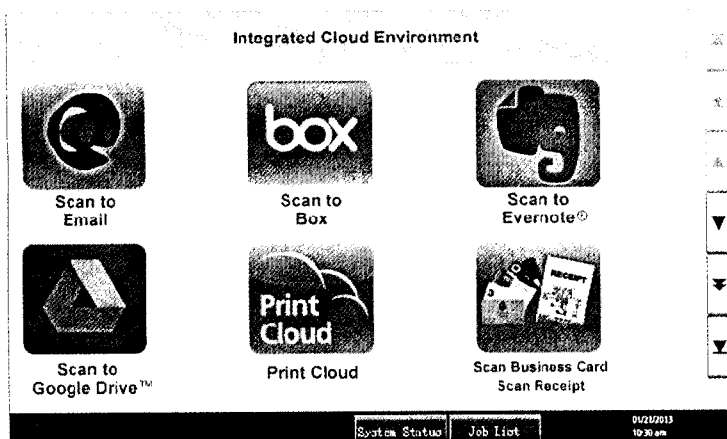
Option 3- Ricoh Integrated Cloud Environment

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Key Features

- Print from ANYWHERE using the Print Cloud
- OCR scanning creates searchable PDFs
- Scan to MS Word and Excel
- Scan to cloud services such as Dropbox, Google Drive, and Salesforce.com



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Financial Considerations

Option 3: Ricoh Integrated Cloud Environment Software

24 Month Payment

24 Month Payment= **\$24.56** per month per
machine



Pricing Components

- **Fixed** Term Pricing for duration of lease
- Includes Installation & Training
- Cloud based software sits on device

Pricing Valid Through July 14, 2019

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Proposed Solution

Option 4:

PaperCut MF

The modern library is no longer simply a free source of reading literature. Today's public library provides services for patrons, job-seekers and the community they thrive in. You'll also find technology services including print and copy and internet access.

PaperCut MF provides the ability for customers to print from anywhere, and release and pay for their documents through flexible payment options at the print kiosk. Patrons authenticate themselves by scanning their library card or guest pass at the kiosk, where they see only their print jobs.

The screenshot displays the PaperCut MF interface. At the top left, the logo 'PaperCut' is shown above the text 'Held Print Jobs'. A 'Logout' button is in the top right. Below is a table of print jobs:

Document name	Pages	Cost
Microsoft Word - Document1	1	\$0.10
Microsoft Outlook - Email	18	\$1.80
Microsoft Word - Document1	24	\$2.40
Presentation - LibreOffice Impress	69	\$6.90

To the right of the table, there is a '1/3' indicator and a downward-pointing arrow. At the bottom, there are two buttons: 'Use Device Functions' and 'Print All'.

BENEFITS

- Provide library administration with the ability to control all aspects of printing – from a single tool
- Patrons can print via a public use computer or their own internet-enabled device such as a phone or tablet
- When patron logs in to the computer with a library card or guest pass and send a document to print, all print jobs from that session are automatically assigned to that library card number or guest pass number.
- The same login session is also used to authenticate at the device for print release, creating a secure public printing environment that ensures privacy of user information.
- Reduce waste generated by abandoned print jobs
- Alleviate library staff involvement in the patron printing process

Financial Considerations

Option 4: PaperCut Software



24 Month Payment

24 Month Payment= **\$324.15** per month**

**This is a VERY rough pricing estimate. Still waiting for final quote to come through. As soon as final pricing is finalized, I will re-submit proposal.

Pricing Components

- **Fixed** Term Pricing for duration of lease
- Includes Installation & Training
- Includes Maintenance & Support

Pricing Valid Through July 14, 2019

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Hardware and Software

B&W and Color Printers

**B&W and Color Multi-functional Devices
(copy/print/scan/fax)**

B&W and Color Production Devices

B&W and Color Wide Format Machines

Digital Duplicators

Fax Machines

Projectors

VoIP* Phone Systems

*(Voice over Internet Protocol- over the internet not through phone line) Ricoh partners with Fonality to provide an easy to use and efficient phone system.

Video Conferencing Systems, Digital Signage and Interactive Whiteboards

Scan & Capture Solutions

Hard copy document conversion to word, excel or searchable PDF through OCR (optical character recognition). Helps to turn paper files into electronic files. Improves indexing to eliminate lost or misplaced stored files. Can also be tied into document management system giving you the ability to scan directly into it.

Document Management Systems

Server based or cloud based electronic document management and storage giving you the ability to access your documents anytime, anywhere with a clear audit trail. Provides backup and security for documents that paper can't provide.

Print Management Solutions

Gives you the ability to monitor and track printing in your organization. Can create rules and routing based on what and how much the user is printing. Can see a huge cost savings in redirecting prints from a small desktop printer to a large MFP where toner and service is included. FREE printer analysis available.

Backup Solutions

On-premise or cloud based backup and network security.

Mobile Printing

Print right from smart phones and tablet devices

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Services

IT Services Provider

24 x 7 Offsite PC & Server Monitoring, Remote Remediation, Help Desk Support, Firewall Monitoring, On-Site Support and Reporting. Ricoh offers a single source for customer IT service needs, whether it is building a network from scratch, improving IT performance, network monitoring or remote maintenance.

Managed Document Services

By studying in the input, process and output of the documents in your company and how each user accesses, uses and stores the information, we provide recommendations on how to optimize your processes to make them more secure, efficient and effective.

Professional Services

Our professional services team delivers business process automation and integrated solutions that streamline information exchange to help save time and money.

On-Site Management

Ricoh's on-site managed services blend innovative technology, industry expertise and professional staff to help meet customer objectives.

Technology Services

Ricoh supports its technology and solutions with a team of highly trained and locally based technicians and support professionals, providing consistent service and maximum uptime.

Legal Enterprise Solutions

Ricoh's comprehensive portfolio of legal document solutions is designed to help law firms and corporate counsel manage their entire document workflow, including a full spectrum of eDiscovery services, from forensic data acquisition to final production.

Financing

We understand the unique needs and requirements of our customers and partner with industry-leading financing companies to provide you with lease financing solutions to best meet your needs.

Why Ricoh

The Ricoh Difference



Facts about Ricoh...

- Ricoh USA, Inc., is part of a financially stable organization with FY11 annual revenues in excess of \$23 billion
- Number 1 in global market share for MFPs (*IDC's Worldwide Hardcopy Peripherals Tracker*)
- With over 109,000 Ricoh employees worldwide, Ricoh operates in 180 countries
- Ricoh is a two-time winner of the Deming Award for quality; all manufacturing facilities are ISO9001:2000 certified
- As a leader in environmental stewardship, Ricoh is ISO 14001 certified and has earned multiple awards, including World Environmental Center (WEC) Gold Medal for its International Achievement in Sustainable Development

There are many reasons why companies choose to partner with Ricoh, including our access to best-in-class technology and the strength of our people and support structure. ***Ultimately, however, customers stay with Ricoh because of our commitment to helping their businesses succeed.***

Helping Our Customers Succeed

At Ricoh, we recognize that if we are to help our customers remain competitive, we must provide the vision and solutions that enable them to:

- Develop Business methodologies that focus on **process improvement** and increased workflow efficiency
- Control or lower the **total cost of ownership** associated with document management processes
- Strengthen collaboration while maintaining **document security** while sharing information
- Minimize **environmental impact** and partner on "Green" document management initiatives
- Provide total **compliance** with regulatory and risk standards

Our People

- Experienced team supported by comprehensive award winning training
- Accountable for your results

Our team of sales and technical resources are personally committed to bringing the best solution to each individual customer, and we hold them accountable for your results. Our local service professionals average over 17 years' experience and undergo approximately 100 hours of training per year. They work in conjunction with our dedicated systems analysts to concentrate on your digital document needs. Our highly trained and experienced service technicians support specific customers in assigned territories. This process fosters solid relationships and a true understanding of your operations, applications and peak production periods, to ensure maximum responsiveness and uptime.

Our Solutions

- Award winning technology choices with open architecture backed by world-class service and support
- End-to-end solutions for all phases of the document lifecycle
- Flexible financing options

Ricoh offers open-architecture products that can be customized for your infrastructure. Leveraging our expertise and network of technology partners, we also deploy software solutions that deliver measurable results. Ricoh provides end-to-end solutions through one of the industry's broadest portfolios of document management services, including on-site and off-site managed services, technical service and support, and customized workflow design and implementation. We also provide flexible financing options to meet your specific needs through a variety of payment and invoicing options.

Our Company

- Support resources of a major international corporation committed to quality, innovation and the environment
- Flexible and responsive localized decision making

Ricoh USA combines the manufacturing and engineering expertise of Ricoh Company, Ltd., a global technology innovator, with the experience and reach of our locally based sales and services teams. Our experience has taught us that the people best-suited to make decisions about the services and support offered to our customers are those closest to our clients and their needs. Localized decision-making is a fundamental organizational paradigm. ***Simply put, this process translates into fast, consistent, world-class service for our customers.***

RICOH
imagine. change.

www.ricoh-usa.com



Please direct any questions on this proposal to:

Lindsay Lurvey

Account Executive

Phone: (603)263-1963

Email: lindsay.lurvey1@ricoh-usa.com

Proprietary and Confidential Statement—The enclosed materials are proprietary to Ricoh Americas Corporation and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.

RICOH
imagine. change.



TOWN OF HUDSON

Finance Department



Aspin
7-9-19
8.B.

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

To: Steve Malizia, Town Administrator
From: Kathy Carpentier, Finance Director *(Signature)*
Date: June 26, 2019
Subject: **Bid Recommendation – Postage Machine Leases**

RECEIVED
JUN 26 2019
TOWN OF HUDSON
SELECTMEN'S OFFICE

Recommendation:

I agree with the recommendation of Kathy Wilson, Human Services Specialist, that the bid for the postage machine lease should be awarded to Pitney Bowes, the lowest bidder, at a bid price of \$57.42 per month for the Police postage machine. At this time we are going to reject the bid for the Town Hall postage machine lease because it was for the same machine we have at a higher cost.

Budget Information:

The Police postage machine is budgeted in Police Admin (5610-238) in the amount of \$700.

Bid Information:

The bid was direct mailed to two (2) vendors. The bid was advertised in the Hudson Litchfield News and posted on the Town website. Two sealed bids were received and opened at a formal bid opening on Friday, June 14, 2019 at 10:00am.

Motion one:

To award the bid for a 36 month lease for a postage machine for the Police department in the amount of \$57.42 per month to Pitney Bowes, the lowest bidder, as recommended by the Human Services Specialist and the Finance Director.

Motion two:

Reject the bid for the Town Hall postage machine lease as recommended by the Human Services Specialist and the Finance Director.

Cc: K. Wilson, Human Services Specialist




TOWN OF HUDSON

Finance Department



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

To: Kathy Carpentier, Finance Director

From: Kathy Wilson, Human Services Specialist 

Date: June 26, 2019

Subject: Recommendation – Lease of 1 Postage Machine

Recommendation:

It is my recommendation that we sign a lease with Pitney Bowes for a 36 month lease in the amount of \$57.42 per month for one replacement postage machine. The total estimated cost of this lease over 36 months is \$2,067.12 (\$689.04 per year) with an opt out clause for non-appropriation of funds. This postage machine will be located at the Police Department.

Bid Information:

The bid request was for two postage machines, one for the Police Department and the other at Town Hall. The bid packages were directly emailed to the two (2) vendors that we had on file. The bid was advertised in the HLN and on the Town's website on June 7, 2019. Two (2) sealed bids were received and opened at a formal bid opening on June 14, 2019.

Comments:

Both vendors bid packages proposed the same postage machine (DM400C) that we currently have at Town Hall based the specifications that were provided to them for more money than we currently pay. For this reason I am only recommended to sign the lease for the Police Department.

Attached: Postage Machine Bid Comparison

Postage Machine Bid Comparison

Current Product	Monthly Amount	Quarterly Amount	Total Amount	Comments
DM400C (Town Hall)	\$126.63	\$506.52	\$2,026.08	
DM100 (Police Dept.)	\$38.55	\$154.20	\$616.80	

Northeast Mailing - Proposed Product	Monthly Amount	Quarterly Amount	Total Amount	Comments
DM400C (Town Hall) without supplies	\$216.03	\$648.09	\$2,592.36	No rate change protection noted Priced for 63 months not 36 as stated in bid specs
DM400C (Town Hall) with supplies	\$235.24	\$705.72	\$2,822.88	No rate change protection noted Priced for 63 months not 36 as stated in bid specs
SendPro C425 (Police Dept) without supplies	\$79.25	\$237.75	\$951.00	With rate change protection Priced for 63 months not 36 as stated in bid specs
SendPro C425 (Police Dept) with supplies	\$92.00	\$276.00	\$1,104.00	With rate change protection Priced for 63 months not 36 as stated in bid specs

Pitney Bowes - Proposed Product	Monthly Amount	Quarterly Amount	Total Amount	Comments
DM400C (Town Hall) without supplies	\$182.02	\$546.06	\$2,184.24	With rate change protection
DM400C (Town Hall) with supplies*	\$0.00	\$0.00	\$0.00	
SendPro C425 (Police Dept) without supplies	\$57.42	\$172.26	\$689.04	With rate change protection
SendPro C425 (Police Dept) with supplies*	\$0.00	\$0.00	\$0.00	

Note: Pitney Bowes is unable to provide pricing with supplies due to the National Association State Procurement Officials (NASPO) ValuePoint supply pricing*

Agenda 7-9-19
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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

RECEIVED
JUL 02 2019

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police

Date: 02 July 2019

Re: Agenda Item – 09 July 2019

Scope:

The Police Department would like to meet with the Board of Selectmen at their meeting on Tuesday, 09 July 2019 for a presentation regarding the Comfort Dog, Haven.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

Agenda 7-9-19
8.8



TOWN OF HUDSON



Information Technology Department

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

To: Steve Malizia, Town Administrator

CC: Dave Morin, Board of Selectmen Chairman

From: Lisa Nute, IT Director *Lisa Nute*

Date: July 2, 2019

RECEIVED
JUL 02 2019
TOWN OF HUDSON
INFORMATION TECHNOLOGY DEPARTMENT

Subj: Creating a LEAN Management Culture

Steve, I am forwarding these handouts for the July 9 Board of Selectmen meeting. Would you please place this on the next agenda.

Kathy Carpentier, Chief Rob Buxton and I would like to discuss process management and our intentions for creating a LEAN Management culture for the Town.

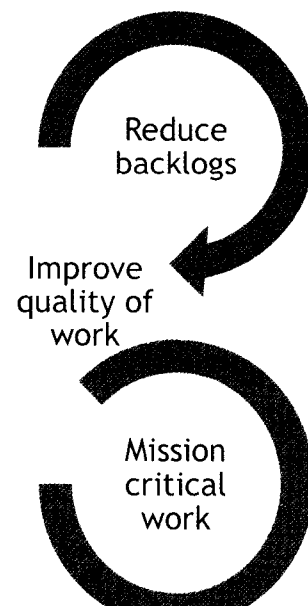
Thank you.

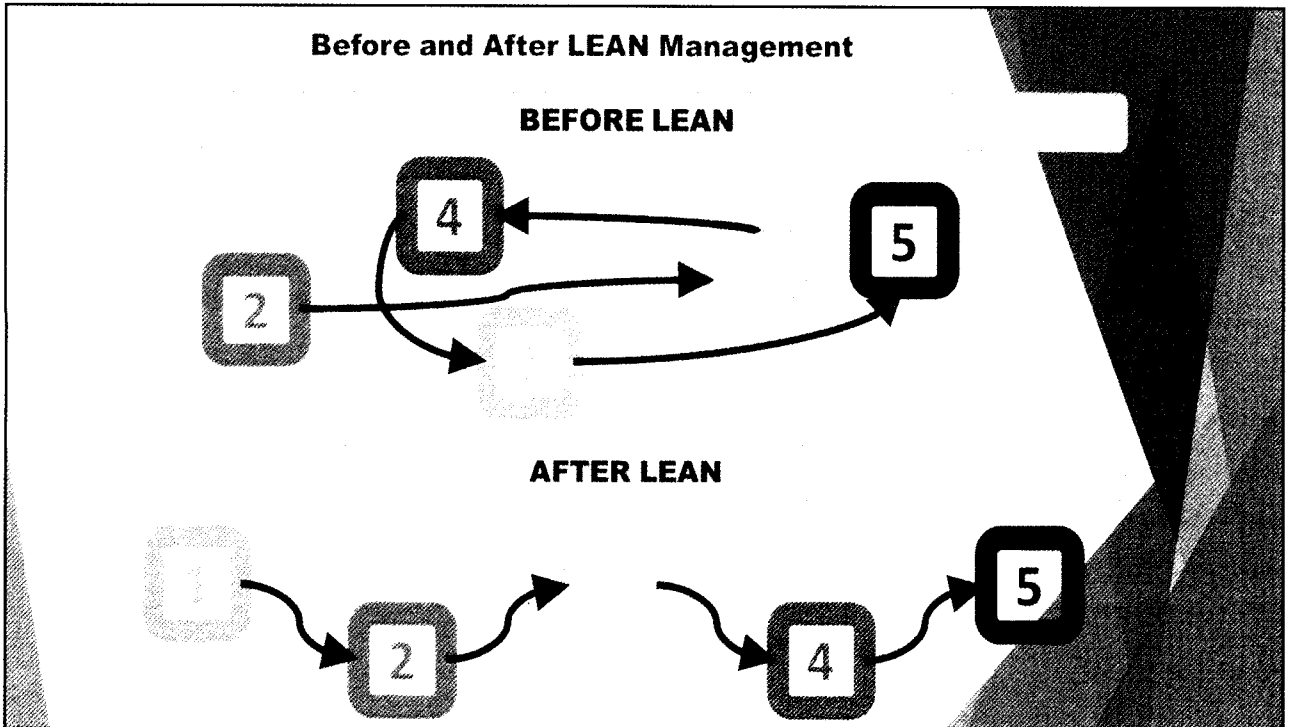
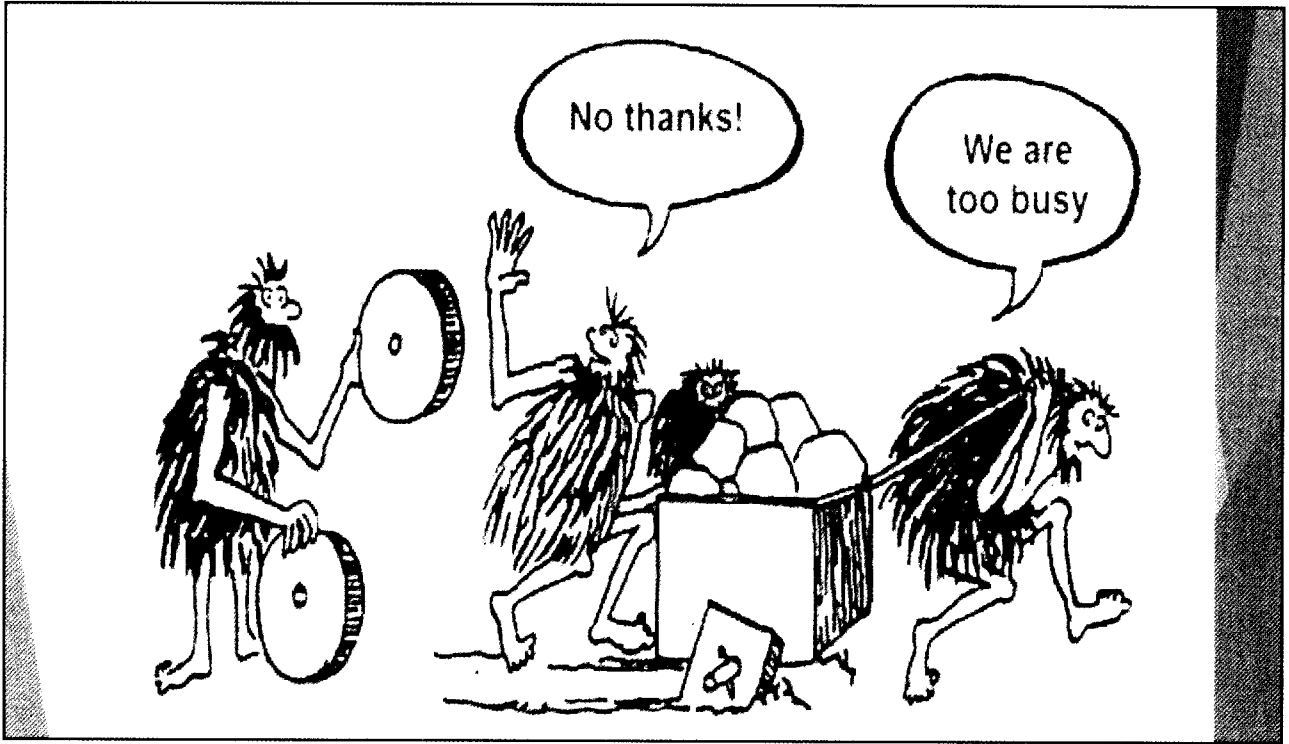
Creating a Lean Management Culture

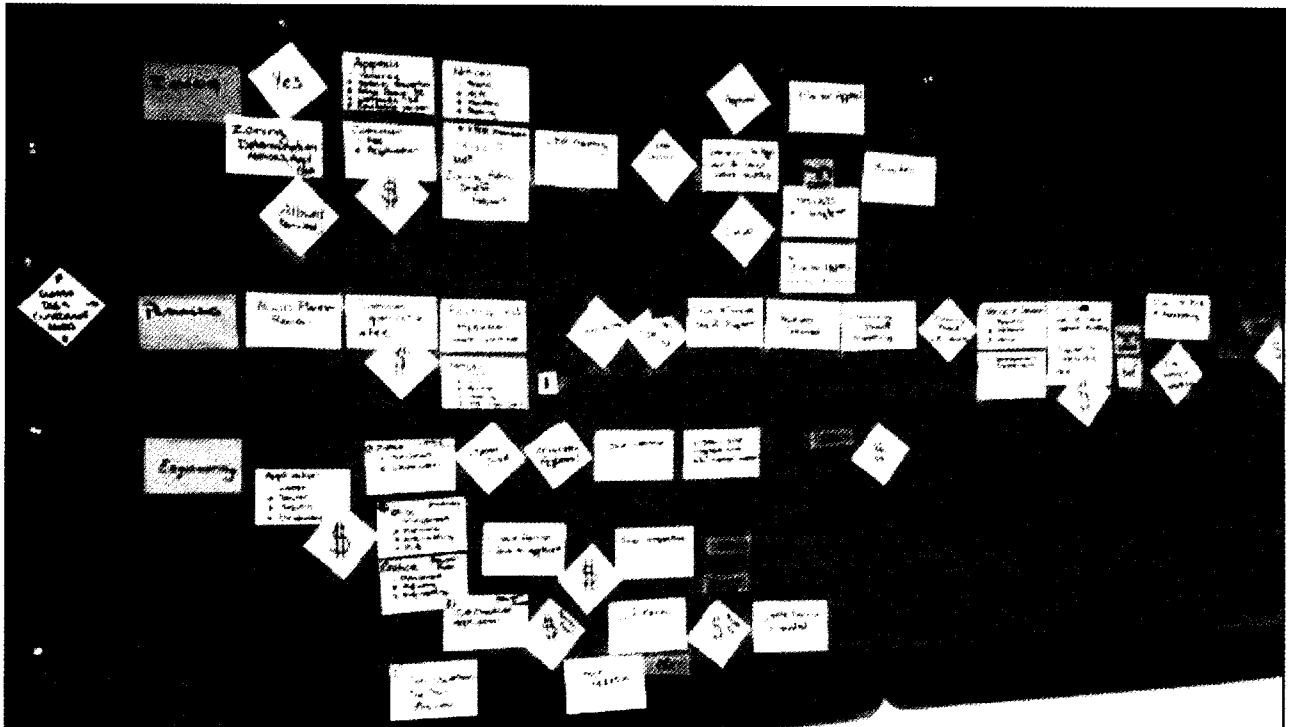
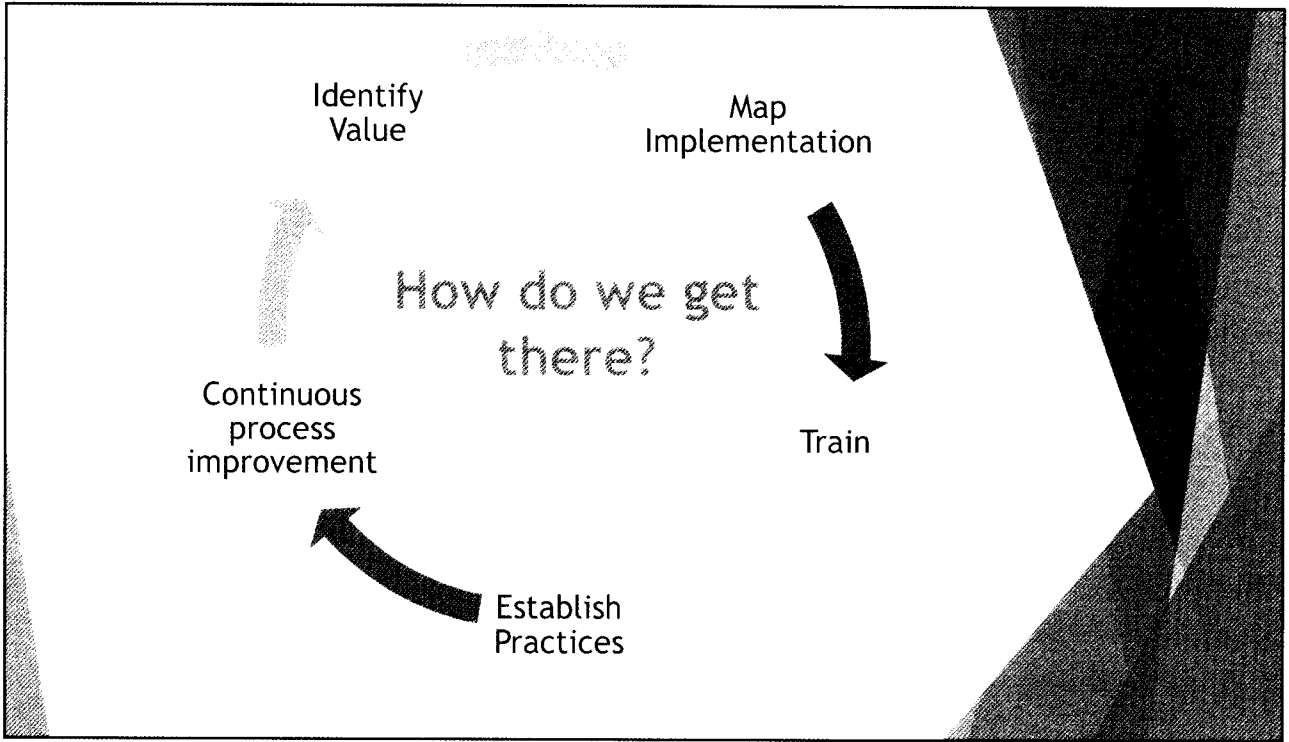
On a team, it's not the strength of the individual players, but the strength of the unit and how they all function together.

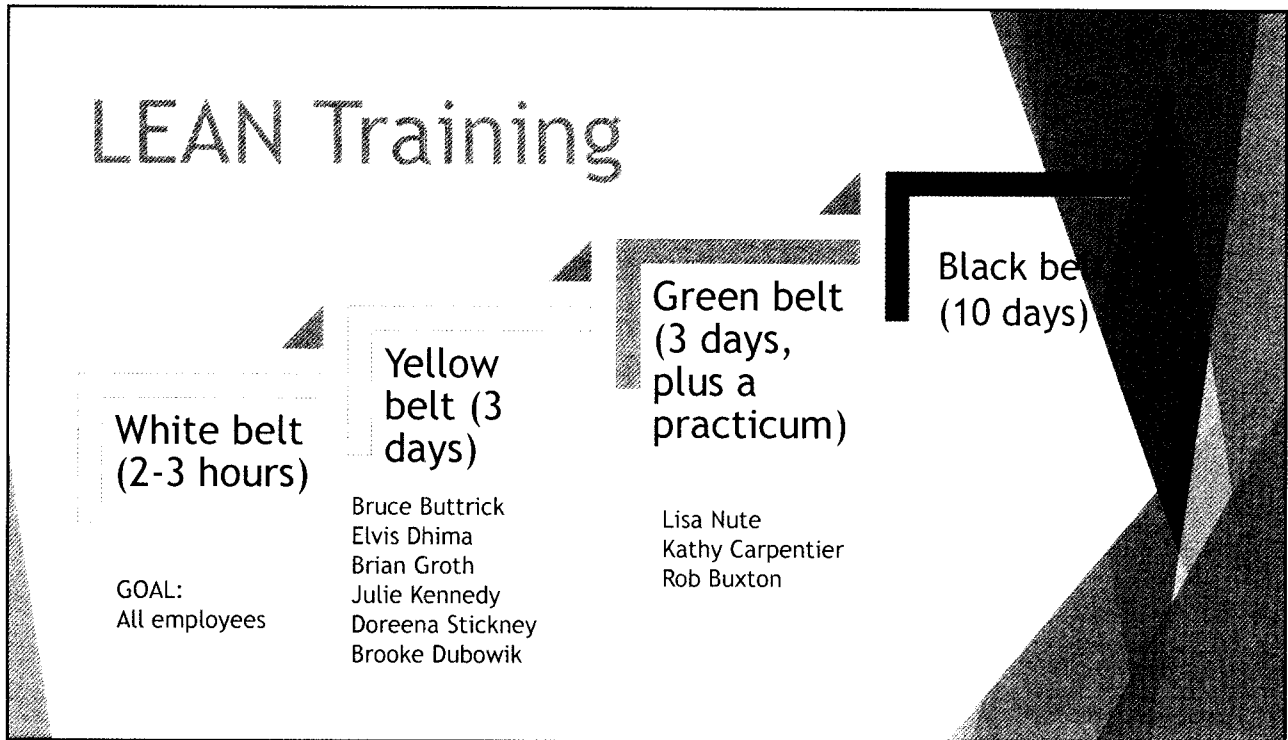
-Bill Belichick

Why should we lean?









Creating a Lean Management Culture

On a team, it's not the strength of the individual players, but the strength of the unit and how they all function together.

-Bill Belichick

Agenda 7-9-19
S.F.



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

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police

Date: 02 July 2019

Re: Agenda Item – 09 July 2019

RECEIVED
JUL 02 2019

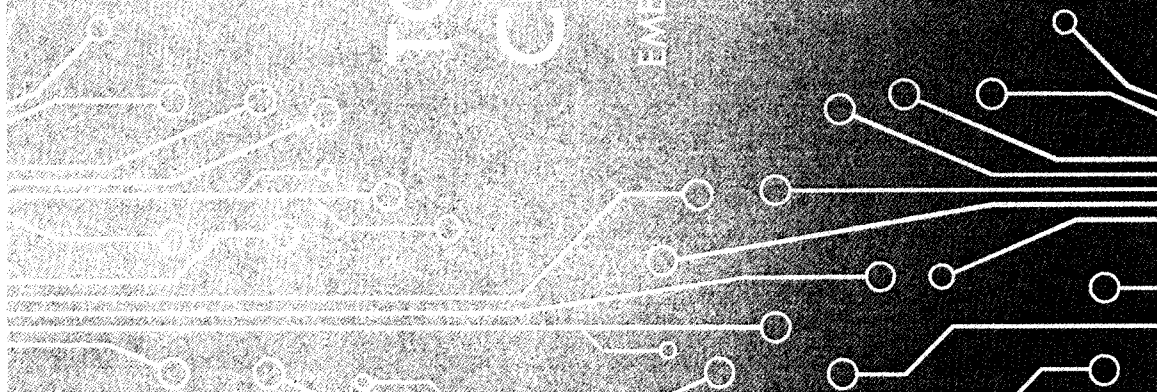
Scope:

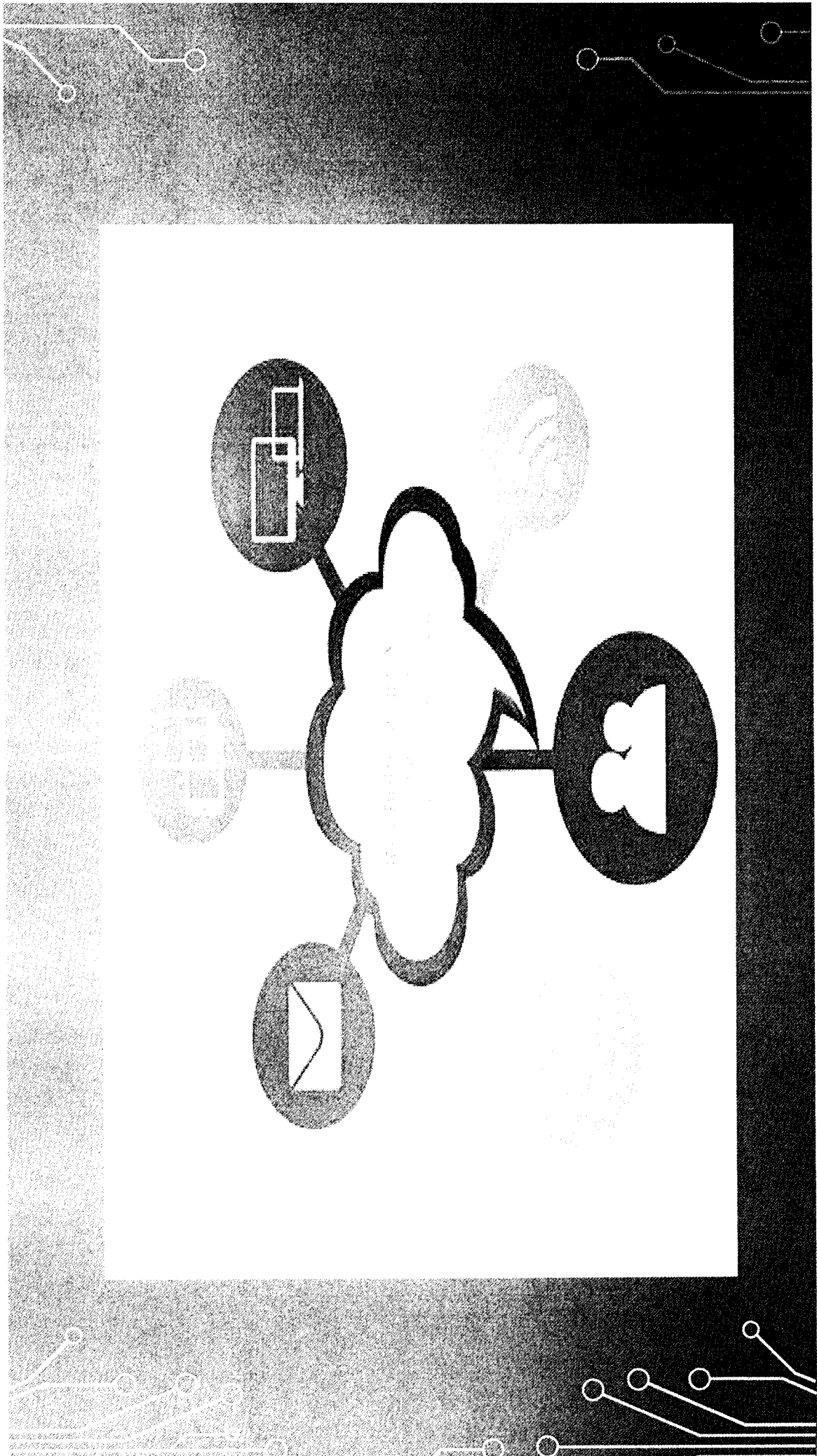
The Police Chief and Fire Chief would like to meet with the Board of Selectmen at their meeting on Tuesday, 09 July 2019 to discuss the replacement of Police & Fire Dispatch Consoles and the radio infrastructure.



TOWN OF HUDSON RADIO COMMUNICATIONS SYSTEM

EMERGENCY MANAGEMENT PRE-POLICE HIGHWAY





CURRENT STATUS

- Both Fire and Elfire utilized the same system until 2009. EBWA purchased monies in 2004.
- Currently both systems are still in use. (Mojave Gold Elfire)
- System utilized cooper telephone lines to connect remote sites with system prime sites
- Systems have reached the end of their lifecycle and need replacement

SYSTEM GAPS

- Copper phone lines are being replaced by fiber optic lines by the City of Albany
- Replacement of old equipment with new equipment is not being done
- Technology platforms will not be able to interface with old radio system
- Back up of dispatch facilities is very difficult to facilitate
- Town of Hudson Emergency Operation Center can not access
- Department of Public Works is not part of the radio system

THREATS

- Increase in counterfeit components
- Removal of factories from the supply chain
- Replacement parts of obsolete technology

OPPORTUNITIES

- Leverage Town of Fiddler's Green's reputation as a premier destination
- Create a residential development that is a destination in itself
- Incorporate Town of Fiddler's Green Public Works
- Improve Emergency Management capabilities

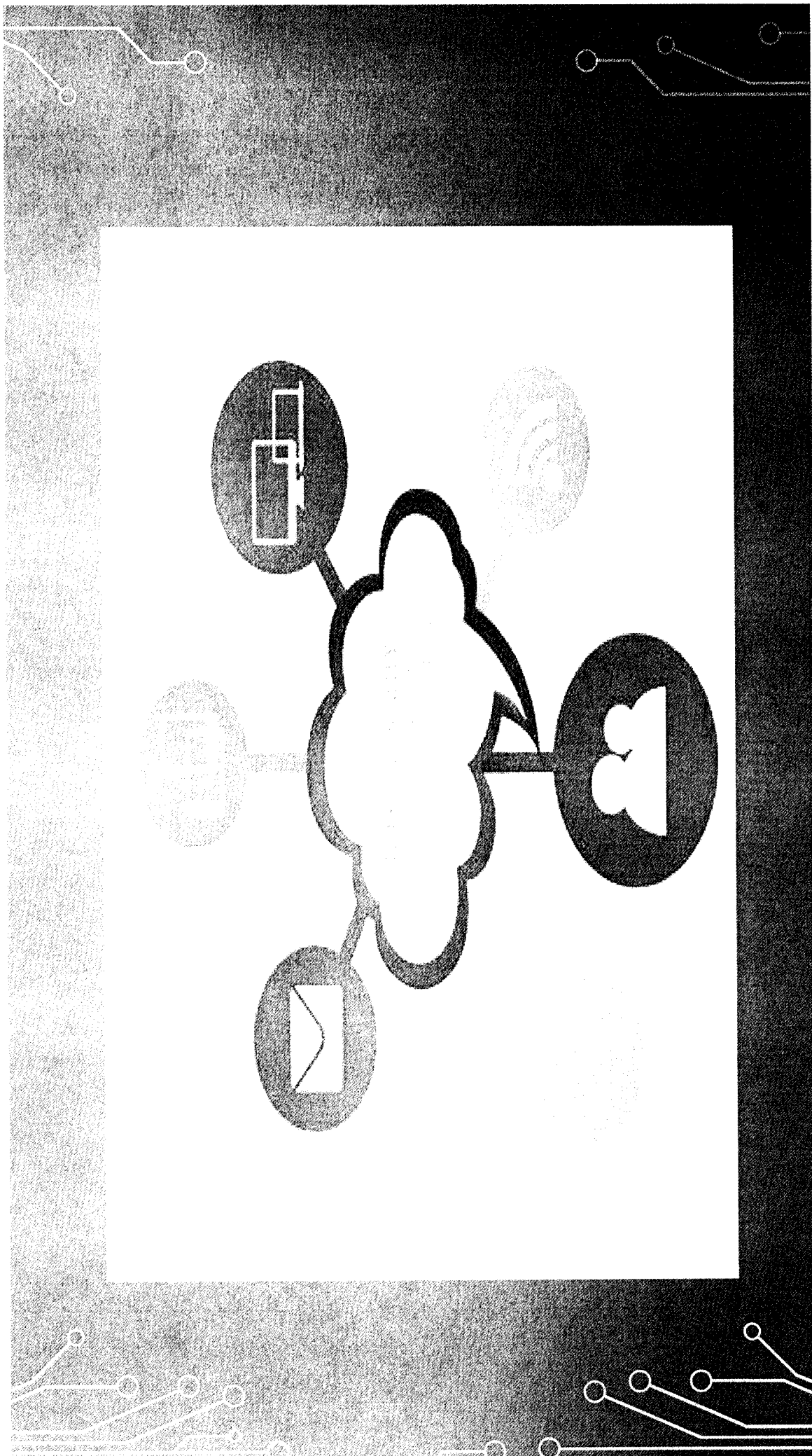
VISION

- Purchase a Motorola MCG 1000 VHF Com. Radio System
- Merge remaining systems with existing radio system efforts
- Create a point-to-point system to support communication efforts
- Leverage Town of Hudson Fiber Optic plant to create radio system redundancy

ASSOCIATED COSTS

\$1,542,000

- How do we pay for this system? *Project*
 - Utilize the low bid approach for the purchase of the equipment from the Project's Bond
 - Investigate the potential for the distribution of costs
- Create a phase-in approach over a two-year period
 - Phase 1 Core radio system upgrades (consoles, core, system backbone) CRF
 - Phase 2 Develop redundancy, radio towers, microwave system, combine remote system sites



Capital Reserve/Trust Funds

Fiscal Year 2020

Date of Creation	Fund	Department	Name of Trust	MV Balance 9/30/18	Budgeted Additions FY19	Anticipated Withdrawals FY19	FY19 Projected Balance before Expenditures	Agents/ Authority to Expend	Town Proposed FY2020
19-Aug-94	GF	5750-450	Ambulance CRF	54,404			54,404	Vote	
13-Feb-99	GF		Benson's Land CRF	85,298			85,298	BOS	
12-Mar-13	GF	5940-450	Communications Equip & Infrastructure	536,132	200,000	→	736,132	BOS	←
13-Mar-01	GF		Conservation Land CRF	660,425			660,425	Vote	
16-Jun-94	GF	5940-450	Employees Earned Time	791,689			791,689	BOS	
14-Mar-00	GF	5730-450	Fire Apparatus CRF	204,985			204,985	Vote	
11-Mar-08	GF	5730-450	Fire Apparatus Refurb & Repair CRF	150,010	20,000		170,010	BOS	
08-Mar-11	GF	5730-450	Fire Equipment CRF	74,964			74,964	BOS	
11-Mar-08	GF	5410-450	Future Property Revaluations CRF	165,267	10,000		175,267	BOS	15,000
14-Mar-06	GF	5330/5677	Information Services CRF	157,664			157,664	BOS	
14-Mar-17	GF	5060-450	Library Improvements CRF	1			1	Vote	
11-Mar-14	GF	5045-450	(Town Buildings) Major Repair CRF	165,604			165,604	BOS	
18-Mar-95	SF	5564-450	Nashua WWT CRF	3,414,399			3,414,399	BOS	
13-Mar-07	GF	5630-450	Police Bullet Proof Vest Repl CRF	77,291			77,291	BOS	
13-Mar-07	GF	5630-450	Police Duty Weapons Repl CRF	40,909			40,909	BOS	
09-Mar-10	GF/CC	5586-450	Pond Reclamation CRF	54,469			54,469	BOS	
12-Mar-02	GF	5810-450	Rec Facility Land Purchase CRF	182,347			182,347	Vote	
11-Mar-14	GF	5810-450	Recreation Equipment CRF	1,619			1,619	BOS	
11-Mar-14	GF	5824-450	Recreation Field Construction CRF	1,174			1,174	BOS	
28-Nov-97	SF		Sewer Capital Assessment	8,076,663			8,076,663	BOS	
16-Sep-95	SF	5564-450	Sewer Pump Repair CRF	154,646			154,646	BOS	
14-Mar-06	GF/SF	5554/5562-450	VacCon Truck Replacement CRF	247,830			247,830	Vote	30,000
12-Mar-02	WF	5592-450	Water Utility Improvement CRF	3,119,448			3,119,448	BOS	
12-Mar-02	WF	5592-450	Water Utility Capital Repair CRF	487,219			487,219	BOS	
08-Mar-16	WF	5592-450	Water Utility Infrastructure and Capital CRF	115,005			115,005	BOS	
				19,019,461	230,000	-	19,249,461		45,000
BOS = Board of Selectmen									
Trustees = Trustees of the Trust Fund									
Vote = Town Meeting Vote						SF	11,645,708		
LIB = Library Trustees						WF	3,721,673		

Agenda 7-9-19

89



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. Coyot
Administrative Bureau*

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 03 July 2019

Re: Police Detail Rates

RECEIVED
JUL 03 2019
TOWN OF HUDSON
ADMINISTRATIVE BUREAU

Scope:

The Police Department is requesting to meet with the Board of Selectmen at their 09 July 2019 meeting to respectfully ask the Board of Selectman to increase the private detail rate charged per hour for an outside private detail request.

Our current fees are at \$60.00 per hour without a cruiser with a four (4) hour minimum charge per detail request per officer. We charge an additional \$15.00 per hour if a cruiser is requested. A Memorandum of Understanding dated 11 June 2019 increased the pay per hour for a bargaining unit employee from \$46.00 to \$50.37 (overtime rate for top step of Master Patrol Officer) and in excess of eight (8) hours or on a holiday paid at a rate of time and one half (1 ½) which would be a rate of \$75.56.

Motion:

With the revision to the agreement between the Town of Hudson and Hudson Police Employees Association an increase in fees to the consumer is in order. My motion is to recommend the increase for the charge to the consumer should go from \$60.00 to \$70.00 per hour and an overtime rate of \$105 per hour for details over eight hours or on holidays.

Please inform at your earliest convenience, since our "Outside Private Detail Request" form will need to reflect these changes. Thank you in advance for your assistance.



Agenda 7-9-19
S.H.



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

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 03 July 2019

Re: Agenda Item

RECEIVED
JUL 03 2019
TOWN OF HUDSON

Scope:

The Police Department is requesting to meet with the Board of Selectmen at their 09 July 2019 meeting to respectfully ask the Board of Selectman to waive the bidding process and allow us to purchase three (3) Police Utility vehicles.

The vehicles are available at a cost of \$32,900.00 without a trade-in from the Greater Boston Police Council. The Police Department will weigh their options regarding the vehicles that are being replaced with either the Town Auction or a Trade In depending on which value is greater.

Motion:

To accept the Police Department's recommendation to purchase three (3) police utility vehicles from Colonial Municipal Group of Plymouth, MA in the amount of \$98,700.00. It should be noted that this cost does not include the cost to swap-over equipment and the installation of graphics.





Police Vehicle Cooperative Purchasing THROUGH THE GREATER BOSTON POLICE COUNCIL



Available to communities nationwide via GBPC membership

Police vehicles and personal gear have to be right. Lives depend on it. But there's no mission-critical reason these vehicles have to be complicated to procure. And with the MAPC/GBPC purchasing program, they're not.

Under this easy "shop and buy" program, communities choose what they need. MAPC handles the entire bidding process and manages the contracts.



Police cruisers. Medium- and heavy-duty trucks. Hybrid vehicles. Personal protective gear. All available without your having to go through the expense, delays, and complexities of performing the procurement.

So call MAPC today. You'll like getting out of the IFB business, and getting back sooner to what's really important: protecting your community.



When we were attempting to purchase a new vehicle for our department, we had a problem with the dealership we had used in the past. You put us in contact with [withheld]. Two days later, the vehicle was ordered at the correct bid pricing. Since then you have followed up with Detective McLean twice to ensure that the purchase went through and that we were satisfied. Thank you!

WILLIAM P. QUIGLEY, CHIEF OF POLICE
COHASSET, MA

MAPC HANDLES THE PROCUREMENT

MAPC is the regional planning agency for Greater Boston, and the purchasing agent for GBPC. MAPC is widely known for its expertise in procurement and its responsiveness to the needs of GBPC members.



MAPC IS YOUR ADVOCATE

If a purchase hits a snag, we answer your call and we solve the problem. **We always step up.**



TO SEE HOW YOUR DEPARTMENT CAN SIMPLIFY AND SAVE WITH THE GBPC PROGRAM, CONTACT:

Heidi Anderson
Municipal Procurement Services Manager
617.933.0764
handerson@MAPC.org
www.mapc.org/collective-procurement/GBPC



CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

COLONIAL FORD INC DBA COLONIAL MUNICIPAL GROUP

This AGREEMENT, dated 9/27/18, is made and entered into by and between the Metropolitan Area Planning Council ["MAPC"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the Greater Boston Police Council, Inc. ["GBPC"] and its Members ["Buyers"] pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to MAPC, COLONIAL FORD INC DBA COLONIAL MUNICIPAL GROUP ["Vendor"], with its principal office at Vendor's Address.

Witnesseth that the parties AGREE as follows:

Article I

General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals ["RFP"] - RFP No. **GBPC 2019 Vehicles** attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit E, MAPC hereby engages the Vendor to provide the following goods and/or services to the Buyers: **Public Service Vehicles and Equipment**.

Article II

Services of the Vendor

2. The Vendor will provide the goods and/or services as described in the RFP cited in Article 1 (above).
3. The Vendor shall report, and be responsible, to MAPC or its designee as set forth on Exhibit A.
4. There shall be no amendment to this AGREEMENT without the written approval of MAPC. MAPC shall be under no obligation to pay for any goods provided or services performed by the Vendor.
5. The Vendor represents and warrants to MAPC as follows:
 - i. That it and all its personnel (whether employees, agents or independent Vendors) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.

- ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
- iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

Article III

Performance of the Vendor

6. In the performance of service under this AGREEMENT, the Vendor acts at all times as an independent contractor. There is no relationship of employment or agency between MAPC, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent Vendor relationship.
7. The Vendor agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ["RFP"] – RFP No. attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit F. The Vendor may not use subcontractors not named in Exhibit D without the prior written consent of MAPC, which will not unreasonably be withheld.

Article IV

Time of Performance

8. Time shall be of the essence in relation to Vendor's performance under this AGREEMENT. Vendor shall complete performance as promised in its quote that accompanies the Buyer's purchase order or other document confirming its authorization to the Vendor to proceed. Reasonable extensions shall be granted by the Buyer at the written request of the Vendor, provided the justifying circumstances are documented by and are beyond the reasonable control of Vendor and without fault of Vendor. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.
9. In the absence of such an extension, liquidated damages shall be due the Buyer in the amount of 0.1% (one-tenth of one percent) of the face value of the Vendor's quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in Vendor's final invoice or taken by Buyer as a deduction to such final invoice.
10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either Buyer or Vendor through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. Vendor and Buyer agree to fully comply with the arbitrator's decision within a reasonable time.

Article V

Revisions in the Work to Be Performed

11. If during the **Vendor's** Time of Performance, **Buyer** requires revisions or other changes to be made in the scope or character of the work to be performed, **Buyer** will promptly notify **Vendor** in writing. For any changes to the scope of work, **Vendor** shall provide **Buyer** with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of **Buyer**, which shall be construed as a modification to **Buyer's** original purchase order.
12. **Buyer** will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

Article VI

Term of Agreement

13. The term of this AGREEMENT shall commence upon execution and will continue until September 30, 2019, or until otherwise terminated as provided by this AGREEMENT or the RFP.
14. **MAPC** reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending September 30, 2020 and September 30, 2021 respectively.
15. In the event new contracts have not been procured and awarded before the end of a second contract extension, **MAPC** reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
16. The **Vendor** agrees to perform promptly upon execution of this AGREEMENT and will diligently and faithfully perform in accordance with the provisions hereof.

Article VII

Orders, Fees, Invoices, and Payments

17. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 10-Terms & Conditions of the RFP.
 - i. The parties agree that **MAPC** will only process invoicing for items or services specifically priced within the **Vendor's** Price Proposal as submitted to **MAPC**. **MAPC** will reject any price quotes or invoices that include any items or services that are not specifically priced in the Price Proposal. . In such instance, **MAPC** may require the **Vendor** to submit a corrected quote or invoice, or to clearly identify those items not included in the **MAPC** contract, to be labeled as "not on **MAPC** contract".

Article VIII

Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article IX

Indemnification

19. The Vendor agrees to indemnify and save MAPC, GBPC, and the Buyers harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the Vendor. The Vendor shall reimburse MAPC, GBPC, and the Buyers for any and all costs, damages, and expenses including reasonable attorney's fees which MAPC, GBPC, and the Buyers pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC, GBPC, and the Buyers expressed or not expressed in the RFP and with respect to this AGREEMENT.

Article X

Insurance

20. Before performing under this AGREEMENT, the Vendor shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the RFP and provide written documentation of such in the form specified in the RFP.
21. The Vendor shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XI

Termination of Agreement

22. Either MAPC or the Vendor may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.
23. MAPC shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:
25. MAPC shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination.

26. The Vendor shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

Article XII

Entirety of Agreement

27. This AGREEMENT, together with its Exhibits, the RFP referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between MAPC and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, email, fax or courier to the persons designated in Exhibit A.
28. The provisions of the RFP and the Vendor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Vendor's Proposal

Article XIII

Severability

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XIV

Governing Law and Jurisdiction

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. MAPC, Vendors, and Buyers agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

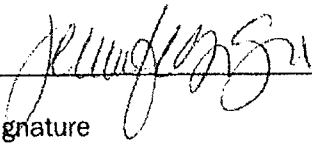
Article XV

Notice

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by MAPC relating to this AGREEMENT, its operation, or termination, shall be made only by MAPC or its designated representative identified in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For MAPC by or on behalf of the Greater Boston Police Council and its Members:

x 
Signature

9/27/18
Date

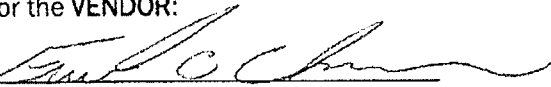
Marc Draisen

Name

Executive Director

Title

For the VENDOR:

x 

9/17/18

* Signature

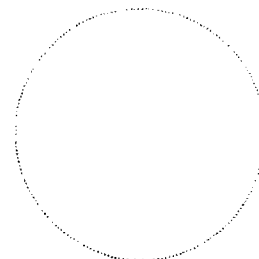
* Date

Frank C Chase

* Name

President

* Title



* Affix Corporate Seal (or mark "n/a")

EXHIBIT A

Notice Addressees

For MAPC:

Marc Draisen

Name

Executive Director

Title

MAPC

Organization

60 Temple Place

Street Address

Boston, MA 02111

City, State, ZIP

617.933.0700

Phone

617.482.7185

Fax

mdraisen@mapc.org

email

For the VENDOR:

Frank C. Chase

* Name

President

* Title

Colonial Paralytic Club
Colonial Municipal Group

Organization

11 Pilgrim Hill Rd

* Street Address

Plymouth, MA 02360

* Street Address

771.283.6400

* Phone

771.283.6401

* Fax

c.chase@buyers.com

* email



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England	License # 1780862	NAMED INSURED Gordon Chevrolet, Inc. 171 Great Road Acton, MA 01720
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Metropolitan Area Planning Council (MAPC) and Greater Boston Police Council (GBPC) are named as an additional insured subject to the terms and conditions of the General Liability and Automobile Liability when required by written contract.

Pricing Proposal Form

GBPC | BAPERN GBPC 2019 Vehicles

Public Service Vehicles & Equipment

2019 Model Year Public Services Vehicles and Factory Options - Ford

Proposal Due Date: Friday, August 24, 2018 at 12:00 p.m.

Respondent: Colonial Ford Inc dba Colonial Municipal Group

Ford - Gas & Diesel Vehicles

2019 Model Year	Manufacturer	Vehicle	Body	Description	MSRP	Bld Price
2019	Ford	Fiesta	P4A	4 Door Sedan S	\$16,230.00	\$14,509.00
2019	Ford	Fiesta	P4B	4 Door Sedan SE	\$17,460.00	\$15,799.00
2019	Ford	Fiesta	P4E	5 Door Hatch SE	\$17,760.00	\$16,009.00
2019	Ford	Fiesta	P4T	5 Door S	\$16,530.00	\$14,799.00
2019	Ford	Focus	P3E	S 4 Door Sedan	N/A	N/A
2019	Ford	Focus	P3F	SE 4 Door Sedan	N/A	N/A
2019	Ford	Focus	P3K	SE 5 Door Hatch	N/A	N/A
2019	Ford	Fusion	P0G	S FWD	\$23,735.00	\$17,999.00
2019	Ford	Fusion	P0H	SE FWD	\$25,015.00	\$19,029.00
2019	Ford	Fusion	P0T	SE AWD	\$27,875.00	\$22,979.00
2019	Ford	Taurus	P2D	SE FWD	\$28,795.00	\$21,359.00
2019	Ford	Taurus	P2E	SEL FWD	\$31,225.00	\$24,799.00
2019	Ford	Taurus	P2H	SEL AWD	\$33,075.00	\$26,849.00
2019	Ford	Taurus	P2L	Police Int FWD	\$29,355.00	\$23,199.00
2019	Ford	Taurus	P2M	Police Int AWD	\$30,505.00	\$24,319.00
2019	Ford	Escape	U0F	S 4X2	\$25,100.00	\$19,189.00
2019	Ford	Escape	U0G	SE 4X2	\$27,495.00	\$23,069.00
2019	Ford	Escape	U9G	SE 4X4	\$28,995.00	\$22,659.00
2019	Ford	Edge	K3G	SE FWD	\$30,990.00	\$26,999.00
2019	Ford	Edge	K3J	SEL FWD	\$33,965.00	\$29,359.00
2019	Ford	Edge	K4G	SE AWD (Fleet Only)	\$32,985.00	\$29,339.00
2019	Ford	Edge	K4J	SEL AWD	\$35,960.00	\$31,709.00
2019	Ford	Explorer	K8A	Police Int Utility	\$34,270.00	\$28,569.00
2019	Ford	Explorer	K8B	Base 4WD	\$35,510.00	\$28,039.00
2019	Ford	Explorer	K8D	XLT 4WD	\$37,545.00	\$31,969.00
2019	Ford	Expedition	U1G	XL 4X4	\$52,825.00	\$39,189.00
2019	Ford	Expedition	K1G	XL EL 4X4	\$56,530.00	\$42,599.00
2019	Ford	Expedition	K1J	XLT EL 4X4	\$59,120.00	\$48,339.00
2019	Ford	Expedition	U1J	XLT 4X4	\$56,435.00	\$45,899.00
2019	Ford	Transit Connect	S6E	Van XL SWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$25,295.00	\$21,989.00
2019	Ford	Transit Connect	E6E	XL Van SWB - Dual Sliding Doors, No 2nd Row Glass RR Liftgate With Fixed Glass	\$25,295.00	\$21,989.00
2019	Ford	Transit Connect	E7E	Van XL LWB - Dual Sliding Doors No 2nd Row Glass RR Liftgate With Fixed Glass	\$26,295.00	\$22,899.00
2019	Ford	Transit Connect	S7E	Van XL LWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$26,295.00	\$22,899.00
2019	Ford	Transit Connect	E6F	XLT Van SWB - Dual Sliding Doors, No 2nd Row Glass RR Liftgate With Fixed Glass	\$27,240.00	\$23,819.00
2019	Ford	Transit Connect	S6F	Van XLT SWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$27,240.00	\$23,819.00
2019	Ford	Transit Connect	S7F	Van XLT LWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$28,240.00	\$24,619.00
2019	Ford	Transit Connect	E7F	Van XLT LWB - Dual Sliding Doors No 2nd Row Glass RR Liftgate With Fixed Glass	\$28,240.00	\$24,619.00
2019	Ford	Transit Connect	S9E	Wagon XL LWB - Dual Sliding Doors 2nd Row Glass Slides Up/Down 3rd Row Fixed Glass With RR 180 Deg Sym Doors	\$28,040.00	\$24,529.00
2019	Ford	Transit Connect	E9E	Wagon XL LWB - Dual Sliding Doors 2nd Row Glass Slides Up/Down with RR Liftgate With Fixed Glass	\$28,040.00	\$24,529.00
2019	Ford	Transit Connect	S8F	Wagon XLT SWB - Dual Sliding Doors 2nd Row Glass 1 Shot Slide Up/Down 3rd Row and RR Fixed Glass With RR 180 Deg Sym Doors	\$28,295.00	\$24,709.00

Pricing Proposal Form

GBPC | BAPERN GBPC 2019 Vehicles

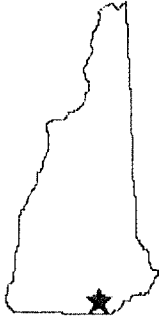
Public Service Vehicles & Equipment

2019 Model Year Public Services Vehicles and Factory Options - Ford

Proposal Due Date: Friday, August 24, 2018 at 12:00 p.m.

Respondent: Colonial Ford Inc dba Colonial Municipal Group

2019	Ford	F Series Super Duty	W3D	F350 4x4 Crew PU DRW	\$43,900.00	\$32,209.00
2019	Ford	F Series Super Duty	F3F	F350 4x4 R/C CC SRW	\$38,695.00	\$28,229.00
2019	Ford	F Series Super Duty	X3F	F350 4x4 Super CC SRW	\$40,980.00	\$30,559.00
2019	Ford	F Series Super Duty	W3F	F350 4x4 Crew CC SRW	\$41,845.00	\$31,009.00
2019	Ford	F Series Super Duty	F3H	F350 4x4 R/C CC DRW	\$39,875.00	\$29,369.00
2019	Ford	F Series Super Duty	X3H	F350 4x4 Super CC DRW	\$42,185.00	\$31,589.00
2019	Ford	F Series Super Duty	W3H	F350 4x4 Crew CC DRW	\$43,050.00	\$32,109.00
2019	Ford	F Series Super Duty	F4G	F450 4x2 R/C CC DRW	\$39,535.00	\$31,329.00
2019	Ford	F Series Super Duty	X4G	F450 4x2 Super CC DRW	\$41,820.00	\$33,459.00
2019	Ford	F Series Super Duty	W4G	F450 4x2 Crew CC DRW	\$42,680.00	\$34,229.00
2019	Ford	F Series Super Duty	W4D	F450 4x4 Crew PU DRW	\$56,055.00	\$46,839.00
2019	Ford	F Series Super Duty	F4H	F450 4x4 R/C CC DRW	\$42,430.00	\$34,029.00
2019	Ford	F Series Super Duty	X4H	F450 4x4 Super CC DRW	\$45,320.00	\$36,229.00
2019	Ford	F Series Super Duty	W4H	F450 4x4 Crew CC DRW	\$46,180.00	\$36,989.00
2019	Ford	F Series Super Duty	F5G	F550 4x2 R/C CC DRW	\$40,630.00	\$32,369.00
2019	Ford	F Series Super Duty	X5G	F550 4x2 Super CC DRW	\$42,920.00	\$34,319.00
2019	Ford	F Series Super Duty	W5G	F550 4x2 Crew CC DRW	\$43,780.00	\$35,039.00
2019	Ford	F Series Super Duty	F5H	F550 4x4 R/C CC DRW	\$43,535.00	\$34,859.00
2019	Ford	F Series Super Duty	X5H	F550 4x4 Super CC DRW	\$46,420.00	\$37,339.00
2019	Ford	F Series Super Duty	W5H	F550 4x4 Crew CC DRW	\$47,280.00	\$38,199.00
2019	Ford	Medium Truck	F6A	F650 Regular Cab Gas	\$59,695.00	\$46,519.00
2019	Ford	Medium Truck	F6D	F650 Regular Cab Diesel	\$69,060.00	\$54,009.00
2019	Ford	Medium Truck	F6T	F650 Regular Cab Tractor	\$73,050.00	\$57,009.00
2019	Ford	Medium Truck	F6B	F650 Regular Cab Kick Up Frame Gas	\$59,010.00	\$46,039.00
2019	Ford	Medium Truck	F6E	F650 Regular Cab Kick Up Frame Diesel	\$68,375.00	\$53,589.00
2019	Ford	Medium Truck	X6A	F650 Supercab Gas	\$61,665.00	\$48,119.00
2019	Ford	Medium Truck	X6D	F650 Supercab Diesel	\$71,030.00	\$55,039.00
2019	Ford	Medium Truck	X6T	F650 Supercab Tractor	\$74,430.00	\$57,669.00
2019	Ford	Medium Truck	X6B	F650 Supercab Kick Up Frame Gas	\$60,980.00	\$47,539.00
2019	Ford	Medium Truck	X6E	F650 Supercab Kick Up Frame Diesel	\$70,345.00	\$54,559.00
2019	Ford	Medium Truck	W6A	F650 Crew Cab Gas	\$64,360.00	\$48,999.00
2019	Ford	Medium Truck	W6D	F650 Crew Cab Diesel	\$73,725.00	\$56,239.00
2019	Ford	Medium Truck	W6T	F650 Crew Cab Tractor	\$77,125.00	\$58,999.00
2019	Ford	Medium Truck	W6B	F650 Crew Cab Kick Up Frame Gas	\$63,675.00	\$48,549.00
2019	Ford	Medium Truck	W6E	F650 Crew Cab Kick Up Frame Diesel	\$73,040.00	\$55,899.00
2019	Ford	Medium Truck	F7A	F750 Regular Cab Gas	\$61,585.00	\$47,269.00
2019	Ford	Medium Truck	F7D	F750 Regular Cab Diesel	\$70,950.00	\$54,559.00
2019	Ford	Medium Truck	F7T	F750 Regular Cab Tractor	\$74,940.00	\$56,989.00
2019	Ford	Medium Truck	X7A	F750 Supercab Gas	\$63,555.00	\$48,699.00
2019	Ford	Medium Truck	X7D	F750 Supercab Diesel	\$72,920.00	\$55,699.00
2019	Ford	Medium Truck	X7T	F750 Supercab Tractor	\$76,320.00	\$57,799.00
2019	Ford	Medium Truck	W7A	F750 Crew Cab Gas	\$66,250.00	\$49,899.00
2019	Ford	Medium Truck	W7D	F750 Crew Cab Diesel	\$75,615.00	\$56,999.00
2019	Ford	Medium Truck	W7T	F750 Crew Cab Tractor	\$79,015.00	\$59,679.00
2020	Ford	Explorer	K8A	Police Int Utility	\$38,080.00	\$32,900.00
2019	Ford	Fusion	POC	Fusion SEL FWD	\$29,475.00	\$23,589.00
2019	Ford	Fusion	POE	Fusion SEL AWD	\$32,165.00	\$26,369.00
2019	Ford	Fusion	POK	Fusion Titanium FWD	\$35,235.00	\$28,959.00
2019	Ford	Fusion	POD	Fusion Titanium AWD	\$37,235.00	\$30,789.00
2019	Ford	Eco Sport	S2F	Eco Sport S FWD	\$20,990.00	\$19,119.00
2019	Ford	Eco Sport	S3F	Eco Sport S 4WD	\$22,585.00	\$20,669.00
2019	Ford	Eco Sport	S2G	Eco Sport SE FWD	\$24,145.00	\$22,009.00
2019	Ford	Eco Sport	S3G	Eco Sport SE 4WD	\$25,645.00	\$23,559.00
2019	Ford	Eco Sport	S3J	Eco Sport SES 4WD	\$28,270.00	\$25,819.00



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Agenda
7-9-19
8 I

Emergency 911
Business 603-886-6021
Fax 603-594-1164

Robert M. Buxton
Chief of Department

TO: David S. Morin
Chairman

FR: Robert M. Buxton
Fire Chief

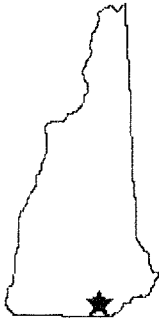
RMB

DT: July 3, 2019

RE: July 9, 2019 Public Agenda

RECEIVED
JUL 03 2019

We would like to meet with the Board of Selectmen regarding a reorganization of the Inspectional Services Division.



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Emergency 911
Business 603-886-6021
Fax 603-594-1164

Robert M. Buxton
Chief of Department

TO: David S. Morin
Chairman

FR: Robert M. Buxton *RMB*
Fire Chief

DT: July 3, 2019

RE: Reorganization of Inspectional Services

As you are aware, we have received the resignation of our Permit Technician for the Inspectional Services Division. As with any opening, we review the job description to make sure we are not only meeting the needs of the division but also the needs of our customer base. This will magnify the two openings we currently have in Inspectional Services (Fire Inspector and Part-Time Inspector).

When the Inspectional Services Division was created in 2013, the position of Permit Technician was created to facilitate a singular point of contact for all construction permitting activities under one roof and one division. Although we have been extremely successful with this transition and have been able to provide consistent permitting practices, after review, we feel we are not getting the benefits we had expected out of this transition.

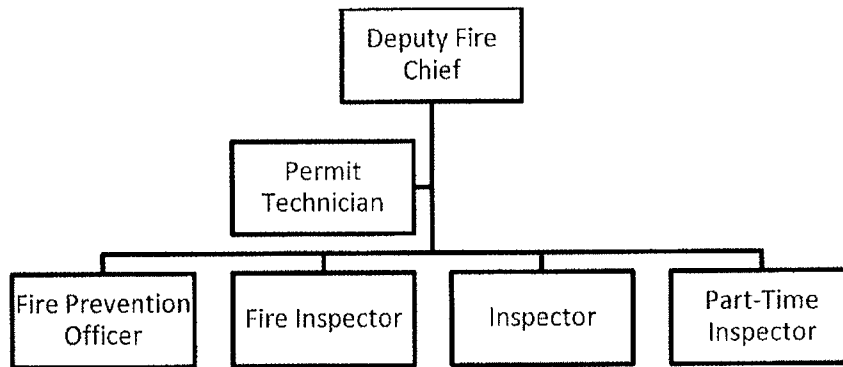
Gap Analysis

After a gap analysis of the division it has been identified that the following items need attention;

- Inspectors need to be conducting all plan reviews
- We need to clarify that the Permit Technician position is the primary customer contact for the Community Development area
- The Permit Technician position needs to be more of a gate keeper. With the amount of activity in this area we find that inquiries get bogged down at the counter and not forwarded to the subject matter expert
- There is a lack of candidates for the Fire Inspectors position
- There is a lack of candidates for the Part-Time Inspectors position

With the above mentioned gaps acknowledged, we feel that a reorganization is in the best interest of the division.

Current organizational chart is as follows;



Hiring

Currently the division is down three positions; the permit technician, fire inspector and the part-time inspector. Both inspectors' positions have been advertised and run through our hiring process. The inability to identify candidates for these positions has been challenging and lead to the division starting to fall back in areas. Currently customers have seen greater permit review times, inspection scheduling and file maintenance. With the additional opening created by the vacancy in the permit technician position this problem will only get worse.

What have we done to date to try to compensate for these vacancies? Currently we have assigned our part-time support services position to the Inspectional Services area to provide needed support. We have worked with a temp agency to acquire a temporary employee to cover phones, record keeping and customer contact. This position started with us the week of June 4, 2019. This is a temporary solution to our problem. We still need to retool the division and set it up for long term success.

Reorganization

We are proposing breaking the reorganization into four separate steps.

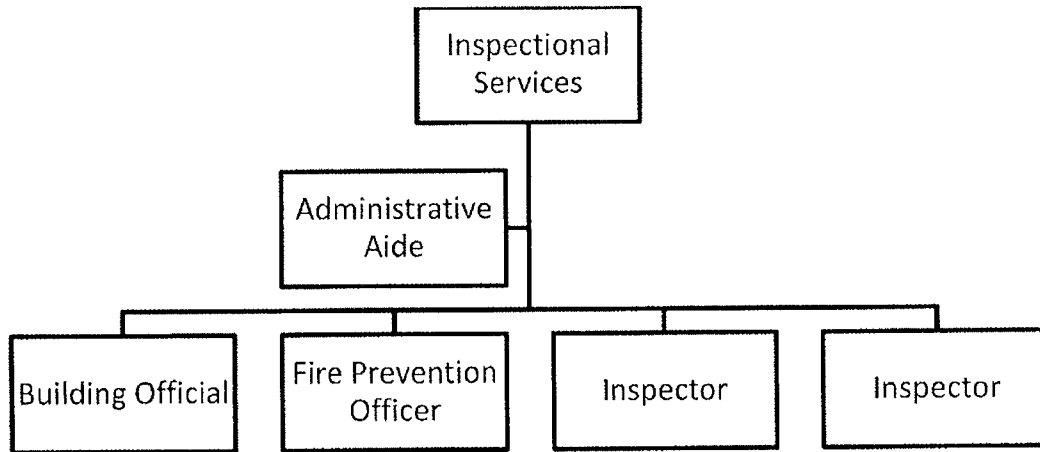
1. The first step would be to create a Building Official within the Inspectional Services area. This would be a new job classification that would mirror the position requirements of the Fire Prevention Officer but be inclusive of the building construction disciplines.
 - a. We could hire this position from internal staff and work with the Police, Fire and Town Supervisors Association to include it under their inclusion clause.
 - b. A copy of the job description is included with this document.
 - c. It would be our intention to fill this position immediately
2. The second step would be to create an Administrative Aide position in the Inspectional Services area that would replace the Permit Technician position.
 - a. A copy of this job description is included with this document
 - b. It would be our intention to hire this position in September 2019
3. The third step would be to reclassify the Fire Inspectors job to a civilian Inspectors position.
 - a. This would allow a larger pool of possible candidates to fill this vacancy

- b. A copy of the job description is attached to this document
- c. It would be our intention to hire this position in October 2019

4. The fourth step would be to transition the part-time Inspector position to a full-time inspector's position in February 2020 prior to the spring construction season.

Although the phasing in of this hiring schedule is not ideal, this will allow for us to make sure training and orientation takes place in an efficient manner.

The organizational chart of Inspectional Services would resemble the following make up;



Budgetary Concerns

With any reorganization consideration should be given to financial impacts.

With the new alignment of the Permit Technician position we will have some budgetary relief. The transition of the Fire Inspectors position to a straight Inspectors position will also provide positive budgetary impact. This is due to the position reclassification to a civilian position that will move the position to a group 1 retirement system from group 2 under the State of New Hampshire Retirement System. The transition to a Building Official will utilize this budgetary relief and is part of the primary reorganization. The largest impact to the budget will be the transition of the part-time inspector to a full-time inspector. The costing associated with this will surround the additional sixteen hours of work time with the associated benefits costing associated with this transition.



JOB DESCRIPTION

HUDSON, NH FIRE DEPARTMENT

Job Description: JOBD-
 Subject: Building Official

Initiated By: Chief Buxton	Revision Number:
Approved By: Chief Buxton	Revision Date:
Approval Date: 06/05/2019	Review Frequency: As Needed - Green

JOB SUMMARY:

Works under the general supervision of the Fire Chief who provides broad policy objectives. Performs duties on own initiative including Building Safety, Public Education, Safety and Department training activities and using judgement as to correct action.

SUPERVISION RECEIVED:

This position reports directly to the Fire Chief. Because of the variety of duties and tasks that are completed during a workday, this position interacts with a number of other divisions within the department. This position may be under the direction of another officer in the course of duties.

SUPERVISION EXERCISED:

May coordinate and direct the activities of Department personnel that are assigned to work as part of prevention, investigation and public education activities.

EXAMPLE 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. Reviews plans and specifications for new construction in order to determine compliance with municipal codes, national codes, and State Statutes.
2. Inspects institutions, commercial establishments and industrial establishments for

compliance with Building regulations and supports development of safety programs relative to these facilities.

3. Assists in the administrative activities of the Inspectional Services Division.
4. Inspects special hazards and extinguishing appliances to ensure safety features are maintained. Issues permits for the storage and handling of hazardous materials, substances or devices.
5. Meets with various representatives of the community in an effort to educate them on the importance of fire prevention measures and techniques.
6. Advises the Fire Chief of the need for new ordinances, revision of existing ordinances, and the repeal of outdated requirements in an effort to establish long-range planning and development of an effective Town Building Safety program. Issues warnings and citations for code violations.
7. Maintains files relative to Inspectional Services Division activities as required.
8. Provides related training for Department personnel.
9. Works on special projects as assigned.
10. Works closely with the Police Department, Health Officer, Land Use Division and other Local, State and Federal agencies required to complete assignments.
11. May be used to fill the role of Public Information Officer or Liaison Officer or Command Post Aide at the scene of an incident.
12. Performs other tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Thorough understanding of all applicable federal, state and local laws, ordinances and codes to include;
 - a. Electrical
 - b. Building/Structural
 - c. HVAC
 - d. Plumbing
 - e. Fire Prevention
2. Comprehensive understanding and knowledge of the protection of life and property from fire.
3. Ability to read building plans for compliance
4. Ability to negotiate problem resolution relating to non-conforming plans and drawings
5. Ability to carry out programs of department operations and activities such as:

- a. Employee training and development
 - b. Fire Prevention and Investigation activities
 - c. Ability to explain and instruct the general public, employees and other Town Officials in code requirements.
6. Ability to establish and maintain effective working relationships with peers, the general public and business community
 7. Ability to use technology effectively, such as: Microsoft Office applications, AutoCad or other CAD applications, GIS, E-Mail, and mobile PDA's
 8. Ability to communicate effectively in both written and verbal forms

MINIMUM QUALIFICATIONS REQUIRED:

The minimum qualification requirements for the position are:

1. Must Possess a valid driver's license
2. Must have an Associate's Degree from a college or Technical School
3. Four years of progressively responsible related experience
4. Any combination of education, training and experience which provides the knowledge, skills and abilities required for the job
5. Ability to read and interpret construction drawings
6. Combination of the following credentials;
 - a. International Code Council Building Inspector
 - b. International Plumbing Code Certification
 - c. International Electrical Code Certification
 - d. International Building Code Certification
 - e. Fire Inspector I and II

The Member assigned to this position must enroll in and complete the following courses at the National Fire Academy:

1. Fire Prevention Principle Practices
2. Strategic Analysis of Community Risk Reduction

PHYSICAL EXERTION/ENVIRONMENTAL:

Some physical effort required during inspection and other Division activities and during pre-fire planning. Working conditions are generally good, although may be exposed to unpleasant and hazardous conditions during the course of his duty.

REQUEST FOR WAIVER:

A request for waiver from a specified job requirement or qualification within this General Order will be considered when the following is submitted, in writing, as part of the application package:

1. A letter detailing which requirement or qualification the applicant is requesting a

waiver for.

2. State the reason(s) why the waiver is being requested.



JOB DESCRIPTION

HUDSON, NH FIRE DEPARTMENT

Job Description: JOBD-24

Subject: Administrative Aide

Initiated By: Chief Buxton	Revision Number: 3
Approved By: Chief Buxton	Revision Date: 6/5/2019
Approval Date: 3/27/2007	Review Frequency: As Needed - Green

JOB SUMMARY:

Performs highly responsible secretarial and administrative support duties for the Fire Chief. Serves in a confidential capacity with respect to personnel and Fire Department matters.

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Chief or designee who outlines departmental policy, makes work assignments, and evaluates work in terms of effectiveness of results. Performs duties with a high degree of independence, exercising judgement and tact in answering inquiries.

SUPERVISION EXERCISED:

May exercise supervision over personnel as assigned to assist the Department's Administration.

EXAMPLE 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. Serves as primary contact for the assigned work area
2. Receives telephone calls and greet customers for the assigned divisions of the Fire Department. In absence of staff answers inquiries based on the knowledge of

matters.

3. Types a variety of correspondence, memoranda, forms and reports.
4. Utilizes computers, scanners, fax machines, calculators, copier machines, printers and telephones
5. Prepares various complex and/or routine departmental reports pertaining to activities of the department and submits reports to Administration personnel.
6. Schedules appointments and meetings for appropriate staff members; attends meetings and functions for the purpose of gathering information and making notes of proceedings.
7. Maintains filing systems; maintains reference file of correspondence, memoranda, purchase orders and a variety of other materials.
8. Compiles statistics for Divisional Activity Reports by the 25th of each month. Assists in the preparation of the departmental budget.
9. Calculation and submission of weekly payroll information to the Finance Department for Fire Department's full-time employees as assigned.
10. Assures proper maintenance of various office machines. Purchases supplies and maintains records of expenditures.
11. Provides administrative support to assigned divisions as needed.
12. Collects all fees and transacts all monetary exchanges. Audits, reconciles, and balances cash receipts; completes balance control sheet, and submits/prepares finance report and forwards to Finance Department.
13. Processes queries and complaints from the public
14. Performs other related duties as required.
15. Fills in for Executive Coordinator when needed.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Considerable knowledge of modern office practices and procedures.
2. Considerable knowledge of business English, spelling, arithmetic and vocabulary.
3. Ability to type accurately and rapidly. Knowledge of P.C.'s and the ability to

create data base files.

4. Ability to transcribe letters and reports.
5. Ability to communicate in oral and written form.
6. Ability to maintain accurate records and files.
7. Ability to establish and maintain effective working relationships with other departments, employees, and the general public.
8. Ability to work independently and work with confidential information.

MINIMUM QUALIFICATIONS REQUIRED:

Graduation from High School supplemented by specialized training in secretarial skills and two years' experience in similar responsible secretarial work; or an equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and ability as determined by the Fire Chief.

REQUEST FOR WAIVER:

A request for waiver from a specified job requirement or qualification within this General Order will be considered when the following is submitted, in writing, as part of the application package:

1. A letter detailing which requirement or qualification the applicant is requesting a waiver for.
2. State the reason(s) why the waiver is being requested.



JOB DESCRIPTION

HUDSON, NH FIRE DEPARTMENT

Job Description: JOBD-25

Subject: Inspector

Initiated By: Chief Buxton	Revision Number: 3
Approved By: Chief Buxton	Revision Date: 7/3/2019
Approval Date: 3/5/2013	Review Frequency: As Needed - Green

JOB SUMMARY:

Performs plan reviews and inspectional work for compliance with all applicable federal, state, local laws and ordinances on all types of building and fire prevention related work. This will be inclusive but not limited to new construction, renovations, remodels and additions.

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Chief who outlines departmental policy, makes work assignments, and evaluates work in terms of effectiveness of results. Performs duties with a high degree of professionalism, independence, exercising judgment, and tact in answering inquiries from internal and external customers.

SUPERVISION EXERCISED:

May exercise supervision over personnel as assigned to assist the division.

EXAMPLE 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. Reviews plans and specifications for new construction in order to determine compliance with municipal codes, national standards and state statutes.
2. Explains and assists the public with understanding codes, ordinances and regulations

adopted by the state and town pertaining to the Inspectional Services Division pertinent to the safety and welfare of the public.

3. Reviews construction plans and specifications, working with planning, zoning, engineering and other town departments to ensure that all necessary contacts have been made and fees have been calculated and collected.
4. Conducts all on-site and necessary inspections to ensure that all federal, state, and local codes, ordinances, and regulations are adhered to; takes whatever action is required to correct violations that are identified.
5. Inspects existing buildings for compliance with federal, state and local codes, ordinances, and regulations.
6. Meets with necessary staff, architects, engineers and customers to review and explain applicable standards.
7. Investigates complaints and alleged violations of Inspectional Services codes and standards.
8. Determines actions to be taken against violations. Prepares reports, recommendations, and action plans to bring violations into compliance with federal, state, and local codes, ordinances, and regulations as adopted.
9. Authorizes issuance of building and fire prevention permits as required by the Fire Chief.
10. Assists with the maintenance of all department records; receives and reviews reports and supporting data to maintain up-to-date files.
11. Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Thorough understanding of all applicable federal, state and local laws, ordinances and codes to include:
 - a) Electrical
 - b) Building/structural
 - c) HVAC
 - d) Plumbing
 - e) Fire Prevention
2. Comprehensive understanding and knowledge of the protection of life and property from fire.
3. Ability to read building plans for compliance.

4. Ability to negotiate problem resolution relating to non-conforming plans or drawings.
5. Ability to carry out programs of departmental operations and activities such as:
 - a) Employee training and development
 - b) Fire Prevention and investigation activities
 - c) Ability to explain and instruct the general public, employees and other Town Officials in code requirements.
6. Ability to establish and maintain effective working relationships with peers, the general public and business community.
7. Ability to use technology effectively, such as: Microsoft Office applications, AutoCAD or other CAD applications, GIS, E-Mail and mobile PDA's.
8. Ability to communicate effectively in both written and verbal forms.

MINIMUM QUALIFICATIONS REQUIRED:

The minimum qualification requirements for this position are:

1. Must possess a valid driver's license
2. Must have an Associate's Degree from a college or technical school
3. Four years of progressively responsible related experience
4. Any combination of education, training, and experience which provides the knowledge, skills and abilities required for the job.
5. Proficient using Microsoft Office Word, Power Point and Excel
6. Ability to read and interpret construction drawings

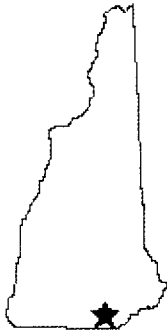
Combination of the following credentials (all certifications shall be achieved within 24 months of employment):

1. International Code Council Building Inspector
2. International Plumbing Code Certification
3. International Electrical Code Certification
4. International Residential Code Certification
5. Fire Inspector

REQUEST FOR WAIVER:

A request for waiver from a specified job requirement or qualification within this General Order will be considered when the following is submitted, in writing, as part of the application package:

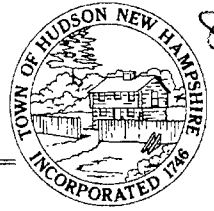
1. A letter detailing which requirement or qualification the applicant is requesting a waiver for.
2. State the reason(s) why the waiver is being requested.



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Agenda
7-9-19
8.I.

Emergency 911
Business 603-886-6021
Fax 603-594-1164

Robert M. Buxton
Chief of Department

TO: David S. Morin
Chairman

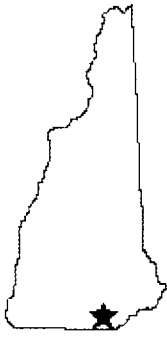
FR: Robert M. Buxton *RMB*
Fire Chief

DT: July 3, 2019

RE: July 9, 2019 Public Agenda

Agenda
JUL 03 2019

We would like to meet with the Board of Selectmen regarding a reorganization of the Inspectional Services Division.



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Emergency 911
Business 603-886-6021
Fax 603-594-1164

Robert M. Buxton
Chief of Department

TO: David S. Morin
Chairman

FR: Robert M. Buxton *RMB*
Fire Chief

DT: July 3, 2019

RE: Reorganization of Inspectional Services

As you are aware, we have received the resignation of our Permit Technician for the Inspectional Services Division. As with any opening, we review the job description to make sure we are not only meeting the needs of the division but also the needs of our customer base. This will magnify the two openings we currently have in Inspectional Services (Fire Inspector and Part-Time Inspector).

When the Inspectional Services Division was created in 2013, the position of Permit Technician was created to facilitate a singular point of contact for all construction permitting activities under one roof and one division. Although we have been extremely successful with this transition and have been able to provide consistent permitting practices, after review, we feel we are not getting the benefits we had expected out of this transition.

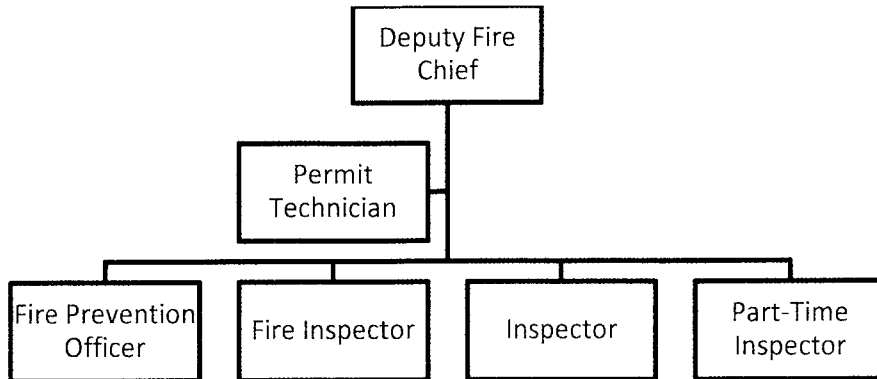
Gap Analysis

After a gap analysis of the division it has been identified that the following items need attention;

- Inspectors need to be conducting all plan reviews
- We need to clarify that the Permit Technician position is the primary customer contact for the Community Development area
- The Permit Technician position needs to be more of a gate keeper. With the amount of activity in this area we find that inquiries get bogged down at the counter and not forwarded to the subject matter expert
- There is a lack of candidates for the Fire Inspectors position
- There is a lack of candidates for the Part-Time Inspectors position

With the above mentioned gaps acknowledged, we feel that a reorganization is in the best interest of the division.

Current organizational chart is as follows;



Hiring

Currently the division is down three positions; the permit technician, fire inspector and the part-time inspector. Both inspectors' positions have been advertised and run through our hiring process. The inability to identify candidates for these positions has been challenging and lead to the division starting to fall back in areas. Currently customers have seen greater permit review times, inspection scheduling and file maintenance. With the additional opening created by the vacancy in the permit technician position this problem will only get worse.

What have we done to date to try to compensate for these vacancies? Currently we have assigned our part-time support services position to the Inspectional Services area to provide needed support. We have worked with a temp agency to acquire a temporary employee to cover phones, record keeping and customer contact. This position started with us the week of June 4, 2019. This is a temporary solution to our problem. We still need to retool the division and set it up for long term success.

Reorganization

We are proposing breaking the reorganization into four separate steps.

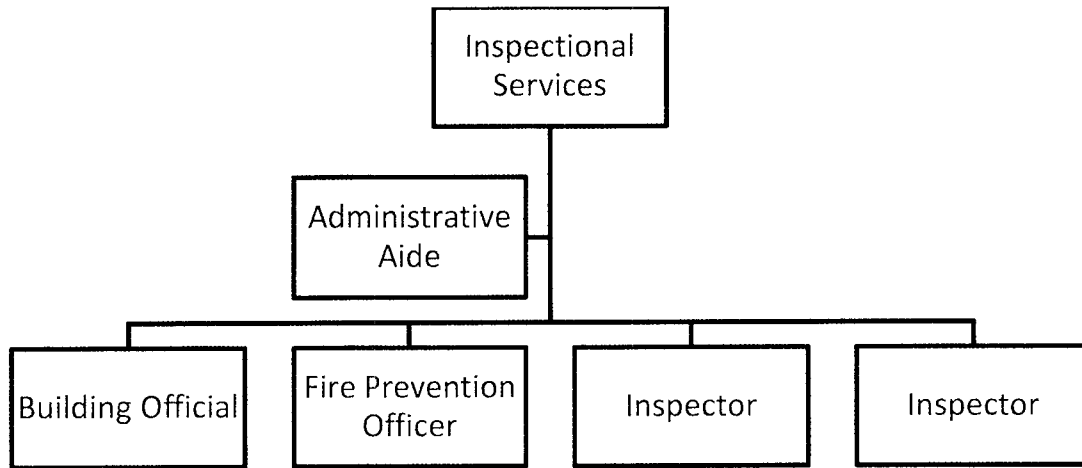
1. The first step would be to create a Building Official within the Inspectional Services area. This would be a new job classification that would mirror the position requirements of the Fire Prevention Officer but be inclusive of the building construction disciplines.
 - a. We could hire this position from internal staff and work with the Police, Fire and Town Supervisors Association to include it under their inclusion clause.
 - b. A copy of the job description is included with this document.
 - c. It would be our intention to fill this position immediately
2. The second step would be to create an Administrative Aide position in the Inspectional Services area that would replace the Permit Technician position.
 - a. A copy of this job description is included with this document
 - b. It would be our intention to hire this position in September 2019
3. The third step would be to reclassify the Fire Inspectors job to a civilian Inspectors position.
 - a. This would allow a larger pool of possible candidates to fill this vacancy

- b. A copy of the job description is attached to this document
- c. It would be our intention to hire this position in October 2019

- 4. The fourth step would be to transition the part-time Inspector position to a full-time inspector's position in February 2020 prior to the spring construction season.

Although the phasing in of this hiring schedule is not ideal, this will allow for us to make sure training and orientation takes place in an efficient manner.

The organizational chart of Inspectional Services would resemble the following make up;



Budgetary Concerns

With any reorganization consideration should be given to financial impacts.

With the new alignment of the Permit Technician position we will have some budgetary relief. The transition of the Fire Inspectors position to a straight Inspectors position will also provide positive budgetary impact. This is due to the position reclassification to a civilian position that will move the position to a group 1 retirement system from group 2 under the State of New Hampshire Retirement System. The transition to a Building Official will utilize this budgetary relief and is part of the primary reorganization. The largest impact to the budget will be the transition of the part-time inspector to a full-time inspector. The costing associated with this will surround the additional sixteen hours of work time with the associated benefits costing associated with this transition.



JOB DESCRIPTION

HUDSON, NH FIRE DEPARTMENT

Job Description: JOBD-
Subject: Building Official

Initiated By: Chief Buxton	Revision Number:
Approved By: Chief Buxton	Revision Date:
Approval Date: 06/05/2019	Review Frequency: As Needed - Green

JOB SUMMARY:

Works under the general supervision of the Fire Chief who provides broad policy objectives. Performs duties on own initiative including Building Safety, Public Education, Safety and Department training activities and using judgement as to correct action.

SUPERVISION RECEIVED:

This position reports directly to the Fire Chief. Because of the variety of duties and tasks that are completed during a workday, this position interacts with a number of other divisions within the department. This position may be under the direction of another officer in the course of duties.

SUPERVISION EXERCISED:

May coordinate and direct the activities of Department personnel that are assigned to work as part of prevention, investigation and public education activities.

EXAMPLE 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. Reviews plans and specifications for new construction in order to determine compliance with municipal codes, national codes, and State Statutes.
2. Inspects institutions, commercial establishments and industrial establishments for

compliance with Building regulations and supports development of safety programs relative to these facilities.

3. Assists in the administrative activities of the Inspectional Services Division.
4. Inspects special hazards and extinguishing appliances to ensure safety features are maintained. Issues permits for the storage and handling of hazardous materials, substances or devices.
5. Meets with various representatives of the community in an effort to educate them on the importance of fire prevention measures and techniques.
6. Advises the Fire Chief of the need for new ordinances, revision of existing ordinances, and the repeal of outdated requirements in an effort to establish long-range planning and development of an effective Town Building Safety program. Issues warnings and citations for code violations.
7. Maintains files relative to Inspectional Services Division activities as required.
8. Provides related training for Department personnel.
9. Works on special projects as assigned.
10. Works closely with the Police Department, Health Officer, Land Use Division and other Local, State and Federal agencies required to complete assignments.
11. May be used to fill the role of Public Information Officer or Liaison Officer or Command Post Aide at the scene of an incident.
12. Performs other tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Thorough understanding of all applicable federal, state and local laws, ordinances and codes to include;
 - a. Electrical
 - b. Building/Structural
 - c. HVAC
 - d. Plumbing
 - e. Fire Prevention
2. Comprehensive understanding and knowledge of the protection of life and property from fire.
3. Ability to read building plans for compliance
4. Ability to negotiate problem resolution relating to non-conforming plans and drawings
5. Ability to carry out programs of department operations and activities such as:

- a. Employee training and development
 - b. Fire Prevention and Investigation activities
 - c. Ability to explain and instruct the general public, employees and other Town Officials in code requirements.
6. Ability to establish and maintain effective working relationships with peers, the general public and business community
 7. Ability to use technology effectively, such as: Microsoft Office applications, AutoCad or other CAD applications, GIS, E-Mail, and mobile PDA's
 8. Ability to communicate effectively in both written and verbal forms

MINIMUM QUALIFICATIONS REQUIRED:

The minimum qualification requirements for the position are:

1. Must Possess a valid driver's license
2. Must have an Associate's Degree from a college or Technical School
3. Four years of progressively responsible related experience
4. Any combination of education, training and experience which provides the knowledge, skills and abilities required for the job
5. Ability to read and interpret construction drawings
6. Combination of the following credentials;
 - a. International Code Council Building Inspector
 - b. International Plumbing Code Certification
 - c. International Electrical Code Certification
 - d. International Building Code Certification
 - e. Fire Inspector I and II

The Member assigned to this position must enroll in and complete the following courses at the National Fire Academy:

1. Fire Prevention Principle Practices
2. Strategic Analysis of Community Risk Reduction

PHYSICAL EXERTION/ENVIRONMENTAL:

Some physical effort required during inspection and other Division activities and during pre-fire planning. Working conditions are generally good, although may be exposed to unpleasant and hazardous conditions during the course of his duty.

REQUEST FOR WAIVER:

A request for waiver from a specified job requirement or qualification within this General Order will be considered when the following is submitted, in writing, as part of the application package:

1. A letter detailing which requirement or qualification the applicant is requesting a



JOB DESCRIPTION

HUDSON, NH FIRE DEPARTMENT

Job Description: JOBD-24

Subject: Administrative Aide

Initiated By: Chief Buxton	Revision Number: 3
Approved By: Chief Buxton	Revision Date: 6/5/2019
Approval Date: 3/27/2007	Review Frequency: As Needed - Green

JOB SUMMARY:

Performs highly responsible secretarial and administrative support duties for the Fire Chief. Serves in a confidential capacity with respect to personnel and Fire Department matters.

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Chief or designee who outlines departmental policy, makes work assignments, and evaluates work in terms of effectiveness of results. Performs duties with a high degree of independence, exercising judgement and tact in answering inquiries.

SUPERVISION EXERCISED:

May exercise supervision over personnel as assigned to assist the Department's Administration.

EXAMPLE 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. Serves as primary contact for the assigned work area
2. Receives telephone calls and greet customers for the assigned divisions of the Fire Department. In absence of staff answers inquiries based on the knowledge of

matters.

3. Types a variety of correspondence, memoranda, forms and reports.
4. Utilizes computers, scanners, fax machines, calculators, copier machines, printers and telephones
5. Prepares various complex and/or routine departmental reports pertaining to activities of the department and submits reports to Administration personnel.
6. Schedules appointments and meetings for appropriate staff members; attends meetings and functions for the purpose of gathering information and making notes of proceedings.
7. Maintains filing systems; maintains reference file of correspondence, memoranda, purchase orders and a variety of other materials.
8. Compiles statistics for Divisional Activity Reports by the 25th of each month. Assists in the preparation of the departmental budget.
9. Calculation and submission of weekly payroll information to the Finance Department for Fire Department's full-time employees as assigned.
10. Assures proper maintenance of various office machines. Purchases supplies and maintains records of expenditures.
11. Provides administrative support to assigned divisions as needed.
12. Collects all fees and transacts all monetary exchanges. Audits, reconciles, and balances cash receipts; completes balance control sheet, and submits/prepares finance report and forwards to Finance Department.
13. Processes queries and complaints from the public
14. Performs other related duties as required.
15. Fills in for Executive Coordinator when needed.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Considerable knowledge of modern office practices and procedures.
2. Considerable knowledge of business English, spelling, arithmetic and vocabulary.
3. Ability to type accurately and rapidly. Knowledge of P.C.'s and the ability to

create data base files.

4. Ability to transcribe letters and reports.
5. Ability to communicate in oral and written form.
6. Ability to maintain accurate records and files.
7. Ability to establish and maintain effective working relationships with other departments, employees, and the general public.
8. Ability to work independently and work with confidential information.

MINIMUM QUALIFICATIONS REQUIRED:

Graduation from High School supplemented by specialized training in secretarial skills and two years' experience in similar responsible secretarial work; or an equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and ability as determined by the Fire Chief.

REQUEST FOR WAIVER:

A request for waiver from a specified job requirement or qualification within this General Order will be considered when the following is submitted, in writing, as part of the application package:

1. A letter detailing which requirement or qualification the applicant is requesting a waiver for.
2. State the reason(s) why the waiver is being requested.



JOB DESCRIPTION

HUDSON, NH FIRE DEPARTMENT

Job Description: JOB-25

Subject: Inspector

Initiated By: Chief Buxton	Revision Number: 3
Approved By: Chief Buxton	Revision Date: 7/3/2019
Approval Date: 3/5/2013	Review Frequency: As Needed - Green

JOB SUMMARY:

Performs plan reviews and inspectional work for compliance with all applicable federal, state, local laws and ordinances on all types of building and fire prevention related work. This will be inclusive but not limited to new construction, renovations, remodels and additions.

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Chief who outlines departmental policy, makes work assignments, and evaluates work in terms of effectiveness of results. Performs duties with a high degree of professionalism, independence, exercising judgment, and tact in answering inquiries from internal and external customers.

SUPERVISION EXERCISED:

May exercise supervision over personnel as assigned to assist the division.

EXAMPLE 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. Reviews plans and specifications for new construction in order to determine compliance with municipal codes, national standards and state statutes.
2. Explains and assists the public with understanding codes, ordinances and regulations

adopted by the state and town pertaining to the Inspectional Services Division pertinent to the safety and welfare of the public.

3. Reviews construction plans and specifications, working with planning, zoning, engineering and other town departments to ensure that all necessary contacts have been made and fees have been calculated and collected.
4. Conducts all on-site and necessary inspections to ensure that all federal, state, and local codes, ordinances, and regulations are adhered to; takes whatever action is required to correct violations that are identified.
5. Inspects existing buildings for compliance with federal, state and local codes, ordinances, and regulations.
6. Meets with necessary staff, architects, engineers and customers to review and explain applicable standards.
7. Investigates complaints and alleged violations of Inspectional Services codes and standards.
8. Determines actions to be taken against violations. Prepares reports, recommendations, and action plans to bring violations into compliance with federal, state, and local codes, ordinances, and regulations as adopted.
9. Authorizes issuance of building and fire prevention permits as required by the Fire Chief.
10. Assists with the maintenance of all department records; receives and reviews reports and supporting data to maintain up-to-date files.
11. Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Thorough understanding of all applicable federal, state and local laws, ordinances and codes to include:
 - a) Electrical
 - b) Building/structural
 - c) HVAC
 - d) Plumbing
 - e) Fire Prevention
2. Comprehensive understanding and knowledge of the protection of life and property from fire.
3. Ability to read building plans for compliance.

4. Ability to negotiate problem resolution relating to non-conforming plans or drawings.
5. Ability to carry out programs of departmental operations and activities such as:
 - a) Employee training and development
 - b) Fire Prevention and investigation activities
 - c) Ability to explain and instruct the general public, employees and other Town Officials in code requirements.
6. Ability to establish and maintain effective working relationships with peers, the general public and business community.
7. Ability to use technology effectively, such as: Microsoft Office applications, AutoCAD or other CAD applications, GIS, E-Mail and mobile PDA's.
8. Ability to communicate effectively in both written and verbal forms.

MINIMUM QUALIFICATIONS REQUIRED:

The minimum qualification requirements for this position are:

1. Must possess a valid driver's license
2. Must have an Associate's Degree from a college or technical school
3. Four years of progressively responsible related experience
4. Any combination of education, training, and experience which provides the knowledge, skills and abilities required for the job.
5. Proficient using Microsoft Office Word, Power Point and Excel
6. Ability to read and interpret construction drawings

Combination of the following credentials (all certifications shall be achieved within 24 months of employment):

1. International Code Council Building Inspector
2. International Plumbing Code Certification
3. International Electrical Code Certification
4. International Residential Code Certification
5. Fire Inspector

REQUEST FOR WAIVER:

A request for waiver from a specified job requirement or qualification within this General Order will be considered when the following is submitted, in writing, as part of the application package:

1. A letter detailing which requirement or qualification the applicant is requesting a waiver for.
2. State the reason(s) why the waiver is being requested.



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



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: July 3, 2019

Re: Hudson Police Employees Association Request to Commence Negotiations

Attached please find a request to commence negotiations from Attorney John Krupski representing the Hudson Police Employees Association. I have forwarded the request to Attorney Broth and I have asked him to contact Attorney Krupski to schedule a meeting to set the ground rules for negotiations. Selectman Coutu is the liaison to Police Department and will be the Selectmen's representative to the negotiating team.

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

Malizia, Steve

From: John Krupski <jake@milnerkrupski.com>
Sent: Tuesday, July 2, 2019 1:21 PM
To: Malizia, Steve
Cc: Matthew Keller
Subject: Hudson Police Employees Association

Dear Mr. Malizia:

I draft this correspondence in the hopes of commencing negotiations on a successor collective bargaining agreement between the Town and the Association. Please supply dates when you are available. JKS