



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

January 28, 2020

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. Interviews:
 - 1) **Citizens Traffic Advisory Committee** - (1 alternate vacancy; which expires 4/30/22)

Thomas Barrett
 - 2) **Cable Utility Committee** - (1 member vacancy which expires 4/30/22)

Stephen DeLuca
6. **CONSENT ITEMS**
 - A. **Assessing Items**
 - 1) **Veteran Tax Credits** (*deferred from 1/14 mtg.*) Map 139, Lot 013 - 4 North Ridge Rd. -Map 253, Lot 065-15 Schaeffer Cir.
 - 2) **Veteran Tax Credits**: Map 216, Lot 014 - 44 Reflection Road; Map 127, Lot 003 - 18 Hopkins Drive
 - 3) **All Veterans Tax Credits**: Map 177, Lot 050 - 49 Bear Path Lane

4) 2019 Property Tax Abatement: Map 173, Lot 18 - 17 Tolles Street

5) 2019 Property Tax Supplemental Tax Bill: Map 245, Lot 8 - 31 Fairway Drive

B. Water/Sewer Items

1) Water Abatement W-UTL-20-01 - 13 Hickory Street w/ recommendation to approve

C. Licenses, Permits and Policies

- 1) Hawker/Peddler/Itinerant Vendor's License - Lix Ice Cream
- 2) Tag Day Permit - Girls Scouts of the Green and White Mountains
- 3) Outdoor Gathering Permit & Raffle Permit - Ice Fishing Tournament - Hudson Kiwanis Club
- 4) Hawker/Peddler/Itinerant Vendor's License - The Blushing Rose

D. Donations

- 1) \$831.58 to Hudson Recreation Department from AAT Photo
- 2) \$400.00 to Hudson Fire Department from Sparkling River Condo Association of Hudson

E. Acceptance of Minutes

1) Minutes of the January 14, 2020 Meeting

F. Calendar

- 2/4 7:00 Board of Selectmen Workshop - BOS Meeting Room
- 2/1 9:00 School Deliberative Session
- 2/5 8:30 Highway Safety Committee - Buxton Meeting Room
- 2/5 7:00 Budget Committee - CANCELLED
- 2/8 9:00 Town Deliberative Session
- 2/10 7:00 Cable Utility Committee - CANCELLED
- 2/10 7:00 Conservation Commission
- 2/10 7:00 Board of Selectmen (note this meeting is on Monday as Tuesday, 2/11 is the Presidential Primary)

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on January 14, 2020

- 1) Selectman Martin made a motion, seconded by Selectman Roy, to approve the hiring of Andrew Silver for the position of Firefighter/AEMT in the Fire Department at the contracted salary of \$20.55 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154 as per the union contract. Vote 5-0, carried.

- B. Hawker/Peddler/Itinerant Vendor's License (deferred from 1/14/20 Meeting)
Spring Hill Catering

8. **NEW BUSINESS**

- A. Public Hearing - Acceptance of the 2020 Exotic Aquatic Plant Control Grant from NHDES
- B. Contract Approval for DASH and Herbicide Treatment for removal of milfoil at Ottarnic Pond and Robinson Pond
- C. Donation Acceptances for Hudson Police Department Comfort Dog, Haven
- D. Request to Advertise for Traffic Technician Position

9. **REMARKS BY SCHOOL BOARD**

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **OTHER BUSINESS/REMARKS BY THE SELECTMEN**

12. **NONPUBLIC SESSION**

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

RSA 91-A:3, II (b) The hiring of any person as a public employee

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

13. **ADJOURNMENT**

Reminder ... Items for the next agenda, with complete backup, must be in the Selectmen's Office
no later than 12:00 noon on February 5, 2020.

*Agenda
1-28-20*

5.A.1

*CC: Town Clerk
Engineer*

RECEIVED
JAN 13 2020
TOWN OF HUDSON
SELECTMEN'S OFFICE

Submission information

Form: [Board & Committee Application](#) [1]
Submitted by Visitor (not verified)
Fri, 01/03/2020 - 11:06am
50.250.50.193

Date

Fri, 01/03/2020

First Name

Thomas

Last Name

Barrett

Street Address

37 Winnhaven Dr.,

Home Phone

6034019536

Work Phone

6034019536

Education

Bachelors - Saint Anselm College

Occupation (or former occupation if retired)

Software Engineer

Special Interests

Professional/Community Activities

Hudson Recreation Committee, Rec Coach

Reference

Steven Beals, Gary Gasdia

Reason for Applying

Having lived off of Lowell Rd for the past 13 years I am interested in potential solutions to alleviating traffic.

Please check the area in which you are interested in serving:

Member

Please select area of interest

Citizens Traffic Advisory Committee

Areas of Expertise

Information Technology

Are you a Hudson, NH resident?

yes

E-mail Address:

tbarrett@gmail.com

Source URL: <https://www.hudsonnh.gov/node/42498/submission/489>

Links

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

Submission information

Form: [Board & Committee Application](#) [1]
Submitted by Visitor (not verified)
Mon, 01/06/2020 - 10:30am
50.250.50.193

Date

Mon, 01/06/2020

First Name

Thomas

Last Name

Barrett

Street Address

37 Winnhaven Dr.,

Home Phone

6034019536

Work Phone

Education

Bachelors - Saint Anselm College

Occupation (or former occupation if retired)

Software Engineer

Special Interests

Professional/Community Activities

Hudson Recreation Committee, Rec Coach

Reference

Steven Beals, Gary Gasdia

Reason for Applying

I have lived off of Lowell Rd. for the last 13 years and would like to help with potential solutions.

I filled this form out before but I am unsure if I actually submitted. Sorry if it is a duplicate.

Please check the area in which you are interested in serving:

Member

Please select area of interest

Citizens Traffic Advisory Committee

Areas of Expertise

Information Technology

Are you a Hudson, NH resident?

yes

E-mail Address:

tbarrett@gmail.com

Source URL: <https://www.hudsonnh.gov/node/42498/submission/493>

Links

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>



Agenda 4
1-28-20
RECEIVED
JAN 13 2020
TOWN OF HUDSON
SELECTMEN'S OFFICE
5-A2

How may we help you?

Submission #24

Print Resend e-mails

[Previous submission](#) [Next submission](#)

Submission information

Form: Board & Committee Application
Submitted by Visitor (not verified)
Fri, 01/10/2020 - 7:26pm
71.168.109.216

Date

~~Fri, 01/10/2020~~

First Name

Stephen

Last Name

DeLuca

Street Address

95 Highland St

Home Phone

603-881-3308

Work Phone

978-394-1684

Education

College

Occupation (or former occupation if retired)

Asst Process Improvement Micro Electronics Coordinator

Special Interests

Musician Tutor/ Certificate Audio Engineering

Professional/Community Activities

HCTV Camera Op

Reference

Jim McIntosh

Reason for Applying

Enjoy working for HCTV

Please check the area in which you are interested in serving:

Member

Please select area of interest

Cable Utility-Committee

Areas of Expertise

- Communications
- Other

Are you a Hudson, NH resident?

yes

E-mail Address:

myosaki@aol.com

[Previous submission](#) [Next submission](#)



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12 School Street | Hudson, NH 03051 | (603) 886-6000



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



*Agenda
1-28-20*

6.A.2

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

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 28, 2020

FROM: Jim Michaud, Chief Assessor *JM*

RE: Veteran Tax Credits:

44 Reflection Dr. – map 216/ lot 014/ sub 092
18 Hopkins Dr. – map 127/ lot 003

RECEIVED
JAN 23 2020
TOWN OF HUDSON
SELECTMEN'S OFFICE

I recommend the Board of Selectmen sign the PA-29 forms granting Veteran Tax Credits to the property owners listed below. These residents have provided a copy of their DD-214 verifying that they are qualified for the credit.

Francis Powers - 44 Reflection Dr. – map 216/ lot 014/ sub 092
Vincent Sullo - 18 Hopkins Dr. – map 127/ lot 003

MOTION: Motion to grant Veteran Tax Credits to the property owners referenced in the above request.



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov




Agenda
1-28-20

6.A.3

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

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 28, 2020

FROM: Jim Michaud, Chief Assessor 

RE: All Veterans Tax Credit:

49 Bear Path Ln. – map 177/ lot 050

RECEIVED
JAN 23 2020
TOWN OF HUDSON
SELECTMEN'S OFFICE

I recommend the Board of Selectmen sign the PA-29 form granting an All Veterans Tax Credit to the property owner listed below. The resident has provided a copy of their DD-214 verifying that they qualify for the credit.

Jean Wilkie - 49 Bear Path Ln. – map 177/ lot 050

MOTION: Motion to grant an All Veterans Tax Credit to the property owner referenced in the above request.



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
1-28-20

6.A.4

TO: Board of Selectmen
Steve Malizia, Town Administrator

January 28, 2020

FROM: Jim Michaud, Chief Assessor 

RECEIVED

JAN 23 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

RE: 2019 Abatement Application
Map 173 Lot 18 – 17 Tolles Street

I recommend that the Board of Selectmen approve an abatement sought on the above referenced property. The property was legally merged, prior to April 1 2019, with an adjoining parcel and was not legally subject to separate assessment and taxation. This abatement will clear the tax collectors screens of this property, the assessment record has been deleted in the Assessing Department database, and the tax collector will zero out the value on the same in her database.

Motion:

Motion to approve an Abatement for property taxes for Map 173 Lot 18 as recommended by the Assessing Department.

Cc: File 2019AbateApproval17TollesStreet



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



*Agenda
1-28-20*

6.A.5

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

To: Board of Selectmen
Steve Malizia, Town Administrator

January 28, 2020

From: Jim Michaud, Chief Assessor *JM*

Re: 2019 property tax - supplemental tax bill
Map 245 Lot 8 – 31 Fairway Drive

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TOWN OF HUDSON
SELECTMEN'S OFFICE

The above property incorrectly received a \$2,000 Surviving Spouse, of a Veteran Killed in Action, Tax Credit (RSA 72:29-a attached) for the 2019 property tax year. The property owner was previously qualified for this tax credit, until they subsequently got remarried prior to April 1 2019. The Assessing Department had not been made aware of this prior as the property deed on record was never adjusted at the registry of deeds. The attached supplemental tax bill corrects for the above, the property owner has been sent a letter informing them of our pending request for action, as well as a phone discussion was had with them and a family member.

Motion: To approve a supplemental tax bill for 2019 tax year property taxes for Map 245 Lot 8, 31 Fairway Drive, as attached, as recommended by the Chief Assessor.

2019SuppBill131FairwayDr

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:29-a

72:29-a Surviving Spouse. –

- I. The surviving spouse of any person who was killed or died while on active duty in the armed forces of the United States or any of the armed forces of any of the governments associated with the United States in the wars, conflicts or armed conflicts, or combat zones set forth in RSA 72:28, shall receive a tax credit in the amount of \$700 for the taxes due upon the surviving spouse's real and personal property, whether residential or not, in the same municipality where the surviving spouse is a resident.
- II. Upon the adoption of this paragraph by a city or town as provided in RSA 72:27-a, the surviving spouse of any person who was killed or died while on active duty in the armed forces of the United States or any of the armed forces of any of the governments associated with the United States in the wars, conflicts or armed conflicts, or combat zones set forth in RSA 72:28, shall receive a tax credit in the amount from \$701 up to \$2,000 for the taxes due upon the surviving spouse's real and personal property, whether residential or not, in the same municipality where the surviving spouse is a resident.

Source. 1963, 174:2. 1967, 219:3. 1969, 56:1. 1975, 277:1. 1990, 125:3. 1991, 70:11. 1993, 73:5. 2003, 299:3, eff. April 1, 2003.

72:29 Definitions. –

I. The word "resident" as used in RSA 72:28 , RSA 72:28-b, and RSA 72:28-c shall mean a person who has resided in this state for at least one year preceding April 1, in the year in which the tax credit is claimed.

II. The term "residential real estate" for the purposes of RSA 72:28-34, inclusive, shall mean the real estate which the person qualified for an exemption or a tax credit thereunder occupies as his principal place of abode together with any land or buildings appurtenant thereto and shall include manufactured housing if used for said purpose.

III. "Exemption" as used in RSA 72 shall mean the amount of money to be deducted from the assessed valuation, for property tax purposes, of real property.

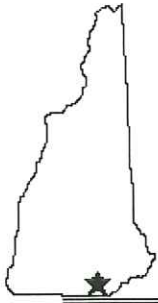
IV. The term "tax credit" as used in RSA 72 shall mean the amount of money to be deducted from the person's tax bill.

V. The term "surviving spouse" as used in RSA 72 shall not include a surviving spouse that has remarried, but if the surviving spouse is later divorced, his or her status as the surviving spouse of a veteran is regained. If the surviving spouse remarries and the new husband or wife dies, he or she shall be deemed the widow or widower of the latest spouse and shall not revert to the status of a surviving spouse of a veteran.

VI. For purposes of RSA 72:28, 28-b, 28-c, 29-a, 30, 31, 32, 33, 35, 36-a, 37, 37-a, 37-b, 38-a, 39-a, 62, 66, and 70, the ownership of real estate, as expressed by such words as "owner," "owned" or "own," shall include those who have placed their property in a grantor/revocable trust or who have equitable title or the beneficial interest for life in the subject property.

VII. The term "theater of operations service medal" for the purposes of RSA 72:28-34 shall mean any medal, ribbon, or badge awarded to a member of the armed forces which establishes that the member served in a theater of war or armed conflict, as determined by the director of the division of veterans services with written notification to the department of revenue administration.

Source. 1947, 240:1, par. 29-g. RSA 72:29. 1955, 289:4. 1963, 118:2. 1991, 70:9, 10. 1993, 73:4. 1994, 102:1; 390:7. 1995, 265:12. 2004, 170:2; 238:1. 2010, 119:7. 2011, 138:1, eff. April 1, 2011. 2016, 217:3, 5, eff. Aug. 8, 2016. 2018, 151:2, 3, eff. Jan. 1, 2019. 2019, 273:7, eff. Sept. 17, 2019.



TOWN OF HUDSON

Water Utility



*Agent
1-28-20*

6.B.1

12 School Street Hudson, New Hampshire 03051 Tel: 603-886-6002 Fax: 603-881-3944

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TOWN OF HUDSON
SELECTMEN'S OFFICE

January 21, 2020

The Municipal Utility Committee recommends to the Board of Selectman that the following application(s) for abatement(s) from water utility charges be

APPROVED:

W-UTL-20-01 (01/16/2020) Dennis and Jennifer Garneau Acct # 3501810702

The Municipal Utility requests abatement on the basis that customer was billed in error because of a clerical error. The committee recommends abatement in the amount of \$750.00.

The Committee voted to recommend approval of this abatement due to clerical error.

Date: _____

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JAN 14 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

TOWN OF HUDSON
12 School Street
Hudson, New Hampshire 03051
603-886-6024

TOWN OF HUDSON
Agenda 1-28-20

JAN 06 2020

6.C.1

Zoning Department

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

Please complete the following information in full and return application to the Zoning Department.

- Applicant Jay Thomas DOB 9 / 11 / 63
- Applicant's Address 197 Wellman Ave Northchelsford Ma 01863
Home Phone # 978-251-7924 Business Phone # 603-883-9300
- Goods sold in the Name of Lix Ice Cream
Address & Phone # if different from Self 55 Charles Bancroft Hwy Litchfield NH 03052
- Type of Vending Operation/Merchandise to be sold Ice Cream Products
- Description of Stand or Vehicle (include Make/Model) MAMA TRAILER, UTILITY BUS, Pink in color
License # 573 Registration # 0630A 006 9197
- Date of Sales 2020
- Proposed Location(s) of Sales (be specific) Local schools, Business, Old Home Days, Private functions, Sporting events, Fund Raisers
- Approximate length of time at each Location 3-4 HRS, 3-4 Old Home Days

•If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.

•Include copy of valid New Hampshire Hawker/Peddler/Itinerant Vendor's License* obtained through the Secretary of State's Office (271-3242), and in the case of sales relating to foods or beverages, a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).

•Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.

•Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.

*Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-II)

I, the undersigned, ~~certify~~ that all information provided in this application is true and complete to the best of my knowledge. I understand that any false statement will be considered sufficient grounds to refuse issuance of a license to operate within the Town of Hudson, New Hampshire.

Name Jay Thomas Date 1-3-20

E-mail Address Jaybird1963@hotmail.com

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

State License (Date of expiration) 4/1/20

Health License (Date of expiration) 9/30/20

Owner's Permission N/A VARIOUS

Recommended

Not Recommended w/reasons _____

Tom Butler

1-7-20

Zoning Administrator

Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

Not Recommended w/reasons _____

William King

1/9/20

Chief of Police

Date



New Hampshire Department of Health and Human Services
FOOD PROTECTION SECTION
29 Hazen Drive
Concord, NH 03301-6503
603-271-4589

Food Service License

This certificate of license has been issued to

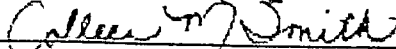
LIX LLC
known as
LIX ICE CREAM

located at
95 RIVER RD in HUDSON in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

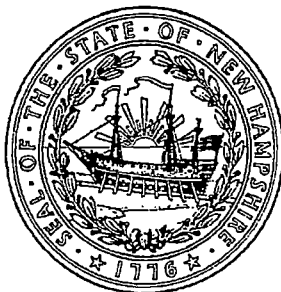
This license will be in force to September 30, 2020

Establishment Type 16D1 Food establishment 0-24 seats
Seating 0
Facility ID FA0004101


Colleen Smith, Administrator
Food Protection Section
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE

The State of New Hampshire
Hawker & Peddler State License
Department of State



(not valid unless signed by Applicant)

Date April 1, 2019

This certifies that in accordance with RSA Chapter 320

Jay Thomas of **197 Wellman Avenue, N Chelmsford, MA 01863**
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said Jay Thomas to sell, throughout the state, any goods, wares and
merchandise, the sale of which is not prohibited by the laws of this state.

Date of Birth 9/11/1963 Height 6'0" Weight 250

Color of Hair Gray-Brown Color of Eyes **Blue**

Distinguishing Characteristics **None**

License Number **2019/066**

This License Expires April 1, 2020

A handwritten signature in black ink, appearing to read "DM Seaman", written over a horizontal line.

Deputy Secretary of State

This license may be laminated



RECEIVED ^{April 4} 1-28-20

JAN 14 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

6.C.2

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 and aldermen of a city or the selectmen of towns.

Instructions to obtain a 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. (Information can be FAXed 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, et seq). ✓
- 3) Include name, address, phone number and e-mail address 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 Girl Scouts of the Green and White Mountains

____ Approved ____ Denied by Board of Selectmen on _____.

If denied, reason _____.

Board of Selectmen Chairman



Serving New Hampshire and Vermont

January 13, 2020
Town of Hudson
12 School Street
Hudson, NH 03051

To the Board of Selectmen:

**Girl Scouts of the
Green and White Mountains**
1 Commerce Drive
Bedford, NH 03110-6835
888-474-9686
girlscoutsgwm.org

Girl Scouts of the Green and White Mountains is participating in our annual Girl Scout Cookie program, and are assisting troops organize their Girl Scout Cookie booth sales. Each year, Girl Scouts sell cookies to support their program activities including travel, education, STEM activities as well as provide means to conduct community service projects.

We would like to request permission to include Hudson Walmart for booth opportunities for our Girl Scouts on the dates outlined in our agreement with Walmart.

We appreciate the opportunity to further our girls' quest to reach their goals through the Girl Scout Cookie program.

Sincerely,

A handwritten signature in black ink that reads "Robin Boyd". The signature is fluid and cursive, with the first name being more prominent.

Robin Boyd
Manager, Product Sales
Office: 888-474-9686
Cell: 603-860-9646

*own by
Charitable
organizations
list*

A handwritten signature in black ink, which appears to be a stylized name, followed by the date "1-22-20".

**Girl Scouting builds girls of courage, confidence, and character,
who make the world a better place.**



October 4, 2019

Hudson Walmart Store #1785
Store Manager
254 Lowell Rd
Hudson, NH 03051

RE: Girl Scouts of the Green and White Mountains
2020 Girl Scouts' Cookie Sales Campaign

1 Commerce Drive
Bedford, NH 03110-6835
Toll-free 888.474.9686
F 603.627.4169
Girlscoutsgwm.org

Dear Walmart Manager:

We are very pleased to be working in partnership with Walmart for our Girl Scouts to broaden their business experiences through cookie booth sales at our local Walmart locations.

Enclosed please find a signed Notice of Rules for Solicitation and Distribution of Literature for the 2020-2021 Girls Scouts Cookie Sales Campaign as negotiated between Walmart and Girl Scouts of the USA. Enclosed you will find our endorsed agreement for your review.

In order to finalize arrangements with your location, a local Girl Scout volunteer will be contacting you to coordinate all of the booth sales with your store. We have provided our volunteers with a Summary of the Solicitation rules to ensure they understand our mutual expectations.

If you should have any questions, please do not hesitate to contact me. Thank you very much for your support and partnership.

Sincerely,

Patricia K. Mellor
Chief Executive Officer

Enc.
Emp. Tax ID 02-0243160

Girl Scouting builds girls of courage, confidence, and character,
who make the world a better place.

From: jaimelyn3017 [mailto:jaimelyn3017@yahoo.com]
Sent: Friday, November 01, 2019 1:13 PM
To: Kristel Rigoli <krigoli@girlscoutsgwm.org>
Subject: Re: FW: Hudson Walmart

~~Those dates are fine.~~

Sent from my Sprint Samsung Galaxy Note9.

----- Original message -----

From: Kristel Rigoli <krigoli@girlscoutsgwm.org>
Date: 11/1/19 1:00 PM (GMT-05:00)
To: jaimelyn3017@yahoo.com
Subject: FW: Hudson Walmart

Hi Jaime,

Thank you for speaking with me today. Here's the information about Girl Scout Cookie booth sales that I shared over the phone. Please sign and send back or simply reply with your approval to this email.

If you have any questions or concerns, please don't hesitate to reach out to me.

Thank you, I look forward to our partnership!

Kristel

Kristel Rigoli
Vice President Operations
Girl Scouts of the Green and White Mountains
1 Commerce Drive
Bedford, NH 03110
603-627-4158 ext 4202
krigoli@girlscoutsgwm.org

From: Kristel Rigoli
Sent: Friday, October 25, 2019 12:07 PM
To: rjs009Q.s01785.us@wal-mart.com
Subject: FW: Hudson Walmart

Hi Richard,

I'm just checking in to see if you had any questions for me? If you are unable to scan and sign the form – you can email me your agreement for the proposed dates:

2/22	3/1	3/15
2/23	3/7	3/21
2/28	3/8	3/28
2/29	3/14	3/29

The proposed times are: 9 am – 6pm (but I'd love your input for the busiest foot traffic hours) I look forward to hearing from you.

Thanks!

Kristel

Kristel Rigoli
Vice President Operations
Girl Scouts of the Green and White Mountains

From: Kristel Rigoli
Sent: Tuesday, October 22, 2019 4:30 PM
To: rjs009Q.s01785.us@wal-mart.com
Subject: FW: Hudson Walmart

Hi Richard,

Thank you for speaking with me today. We are so excited to collaborate with Walmart and look forward to partnering with your store.

Attached is an agreement letter with 14 specified dates for Girl Scouts to host cookie booths in 2020. Can you please review, sign and email back to me by Friday, October 25?

Please don't hesitate to contact me with any questions that you may have.

Thanks!

Kristel

Kristel Rigoli
Vice President Operations
Girl Scouts of the Green and White Mountains

may be consecutive, as per Walmart and Sam's Club policy. The store management at each individual Walmart and Sam's Club location must approve each Local Council's proposed Campaign Period and the daily hours during which the Local Council will be permitted to set up and maintain sales booths, provided that such daily hours should never extend beyond the store's or club's hours of business.

(List up to 14 dates and times below, with no more than 3 consecutive dates)

1. Saturday, February 22, 2020	9. Saturday, March 14, 2020
2. Sunday, February 23, 2020	10. Sunday, March 15, 2020
3. Friday, February 28, 2020	11. Saturday March 21, 2020
4. Saturday, February 29, 2020	12. Sunday, March 22, 2020
5. Sunday, March 1, 2020	13. Saturday, March 28, 2020
6. Saturday, March 7, 2020	14. Sunday, March 29, 2020
7. Sunday, March 8, 2020	
8. Thursday, March 12, 2020	

Please check one:

- All of the above dates and times are approved
- The above dates and times are approved EXCEPT: _____
- No Girl Scouts booths can be approved at this location. **REASON:** _____

Set up booth (Outside): ___ Grocery entrance ___ Home living entrance ___ Both

Please specify where you would like troops to set up the Girl Scout cookie booth and any further instructions for them (i.e. will anything be provided, etc.)

2. **Designated Area** – Provided the local store management approves the dates proposed in Section 1 above, the Local Council may place one (1) sales booth or table, approved signage, and up to six Girl Scout members per booth (and there may be booths placed at each entrance based on agreement with Walmart or Sam's Club local management). Booths must be located at least 15 feet from the entrances to and exits from the facility, to allow for safe ingress/egress. Store management reserves the right to change the designated area for the sales booth as necessary for the safety of shoppers. There must be at least one supervising adult Girl Scout staff or volunteer at each permitted sale booth. *Girl Scout members, supervising adult staff, and/or volunteers may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.*

3. **Expectations for Girl Scout Members, Staff, and Volunteers** – Each Girls Scout member, supervising adult staff, and volunteer must adhere to the expectations set out in the

Agreement with respect to appropriate behavior and appearance; the setting up and manning of the cookie sales booths; interaction with Walmart or Sam's Club shoppers; and dealing with inquires or requests from local media. In addition to those expectations, members, supervising adult staff, and volunteers may not communicate verbally or in writing any message on Walmart or Sam's Club property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.

4. **Compliance with Direction Given by Walmart and Sam's Club Management** – All Girl Scout members, supervising adult staff, and volunteers must comply with all requests from store and club management – for example, moving cookie sales booth locations. Store and club management also have the discretion to remove any member, supervising adult staff, or volunteer from the premises for violation of any of the rules and guidelines in this Notice and those set out further in the Agreement. At no point should a Girl Scout member, supervising adult staff, or volunteer attempt to challenge the direction given by the store or club manager, or his or her designee. If issues arise, the member, supervising adult staff, or volunteer should immediately contact his or her Girl Scout supervisor.

ACKNOWLEDGEMENT

I have read this Notice and the Agreement which has been provided by the Girl Scouts and agree on behalf of my Local Council to abide by their terms. Furthermore, I agree to inform each participant from my Local Girl Scout Council of the rules set forth in this Notice and the Agreement and the need to abide by them. I understand that the failure of any participant to act in accordance with the rules may result in revocation of the participants' authority to solicit during the 2020 and 2021 Girl Scout Cookie Sales Campaign.

Signature of Representative of Girl Scout Council

Printed Name of Representative of Girl Scout Council

Date

Signature of Approving Walmart/Sam's Manager

Printed Name of Approving Walmart/Sam's Manager

Date

Local Councils in the Commonwealth of Pennsylvania, Notice of Rules:

Thank you for your request. As a partner and supporter of the community, we are happy to provide an area at our facility to support local organizations and charities. Due to the number of requests we receive, and the desire to provide a safe environment for you, our associates, and our customers/members, the following rules must be observed:

1. Prior Approval of Date and Time – You must give us at least three days advance notice of the date and time when you wish to solicit and/or distribute literature at our facility. The Facility Manager or his/her designee will consider your request, and, upon approval, will work with you to determine a mutually agreeable date and time. Only one group/organization may use our facility at any given time. Please understand that due to business or scheduling conflicts, we cannot guarantee that we will be able to provide access to our property.

2. Designated Area – If your request is approved, you may solicit and/or distribute literature only in the area we designate. We reserve the right to change the designated area if a change is necessary for the commercial operation of the facility. You may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.

3. Information Content – You may not communicate verbally or in writing any message on Company property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.

4. Limitation of Days – When approved, you may use our designated area to solicit or distribute literature for up to 8 consecutive hours on 3 consecutive days, but for no more than a total of 14 days per calendar year.

5. Limitation of Participants – No more than 15 members of your group may participate in your event.

6. Political Solicitation and Distribution – – In order to provide a neutral environment for our Customers/Members, political solicitation and/or distribution of literature by your group is prohibited at all times and under all circumstances anywhere on Company property, including but not limited to: soliciting signatures for nominating, referendum, or other petitions; picketing walking, standing or sitting while carrying placards; distributing leaflets, handbills, fliers, or advertisements; providing voter registration services; and using Wal-Mart property as a forum for discussion of matters of public controversy.

ACKNOWLEDGEMENT

I have read the above rules concerning solicitation and distribution of literature, and agree to abide by the rules. I agree to inform each participant from my group/organization of these rules and the need to abide by them. I understand that the failure of any participant to act in accordance with these rules will result in revocation of our authority to solicit and/or distribute literature on the premises.

Signature of Participant

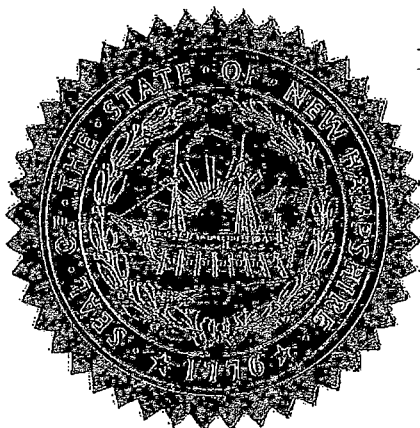
Date

Printed Name of Participant

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Girl Scouts of the Green and White Mountains is a New Hampshire nonprofit corporation formed January 28, 1958. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of February A.D. 2012

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

RECEIVED

JAN 14 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda 1-28-20

6.C.3

OUTDOOR GATHERING PERMIT
(Chapter 253 of the Hudson, NH Town Code)

Type of Activity Ice Fishing Derby

Date & Time of Activity Feb 16, 2020 - 7:30am-1:00pm

Site (address) of Activity Robinson Pond - Robinson Rd.

Name & Address of Company conducting Activity Hudson Kiwanis Club
14 Melendy Rd. - PO Box 128 - Hudson, NH 03051-0128

I certify that all state regulations regarding this request have been met:

Sarahbeth Belonis Asst Treas 01/02/2020
Signature of Officer of Company conducting Activity Date

Name, Address & Phone No. of President/Manager James Woolsey
17 Blueberry Hill Rd., Amherst, NH 03031 - (603)765-4453

State of Incorporation (if incorporated) NH

Name & Address of Registered Agent (if corporation) Sandra Russo
3 Gulf St., Hudson, NH 03051

Name of Local Organization sponsoring Activity Hudson Kiwanis Club
PO Box 128 - Hudson, NH 03051

Sarahbeth Belonis Asst Treas PO Box 128 - Hudson, NH 03051
Signature of Officer of Local Organization sponsoring Activity Address
(603)765-4453 jim.woolsey@horiba.com
Phone Number e-mail Address

◆ **Signed letter of authorization from establishment where the event will be held must be provided with application.** (BOS consensus 7/22/08)

◆ **Proof of Insurance—Certificate must be provided w/application, setting forth policy limits, activity & location of activity.**

!! Please note that the application, with attachments, must be submitted at least 30 days prior to the event !!

e-mail completed form to djgraham@hudsonnh.gov or FAX to 603-598-6481

For Office Use Only

Attachments to permit application: 1) Report of town Building Inspector/Health Officer, ensuring site of proposed activity is suitable, with minimum sanitary and safety requirements having been met, with signoff/clearance from the Fire Chief and Police Chief; 2) Signed letter of authorization; 3) Proof of insurance certificate.

Proof of public notice.

Date approved by Board of Selectmen

Chairman, Board of Selectmen

Agenda
1-28-20



RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: Kiwanis Club of Hudson, New Hampshire

Address: 14 Melendy Rd Hudson NH 03051

Raffle Benefit of: Hudson Kiwanis general fund

Date & Time of Raffle: February 16, 2020

Raffle to be held at: Robinson Pond during the Kiwanis Ice Fishing Derby

Prizes: Grand Prize: Ice Fishing Shelter. Secondary Prizes: Tix to Boston Bruins Home Game Feb 25th, Fishing gear.

Date of Ticket Sales: February 16, 2020

(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number

James P. Woolsey

Applicant's Signature
Jim Woolsey

Applicant's Printed Name

17 Blueberry Hill Rd Amherst NH

Address

603-765-4453

Phone Number

03031

Approved on: _____, by

HUDSON BOARD OF SELECTMEN

Chairman _____

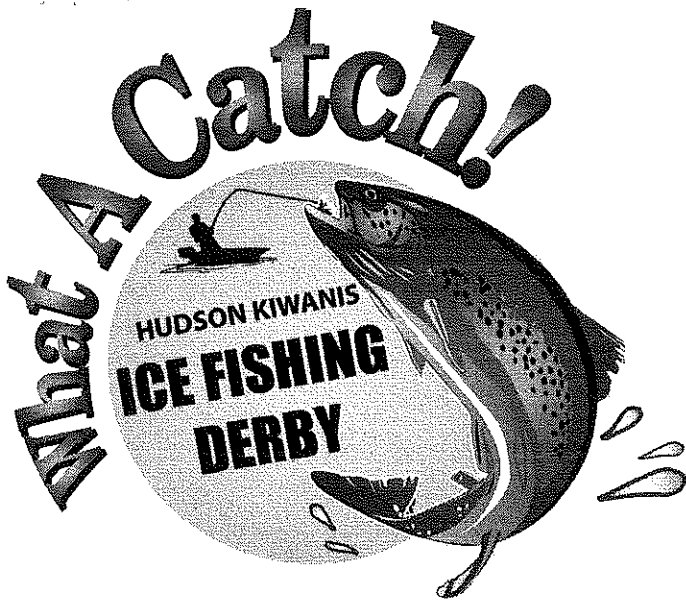
Selectman _____

Selectman _____

Selectman _____

Selectman _____

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



**32nd ANNUAL
HUDSON KIWANIS
ICE FISHING DERBY**

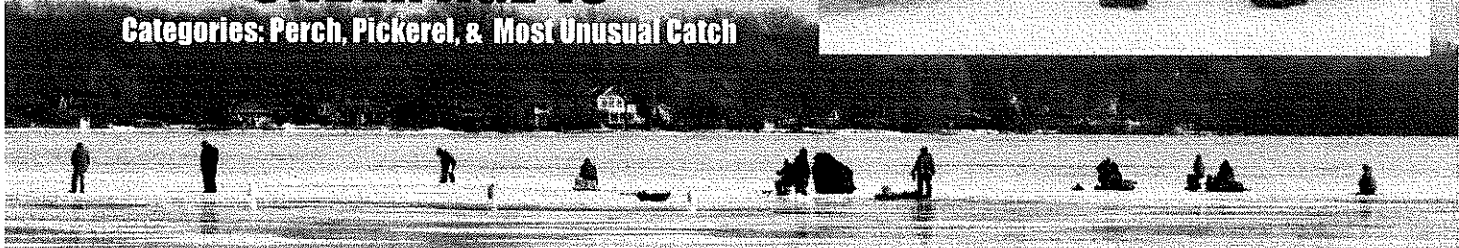
**Robinson Pond
Sunday, February 16th, 2020**

SIGNUP 7:30 - 10:00 A.M.

Bait available from Licensed NH Bait Dealer

**TOURNAMENT ENDS AT 1:00 P.M.
TROPHIES FOR WINNERS
UNDER AGE 15**

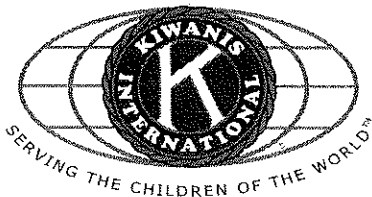
Categories: Perch, Pickerel, & Most Unusual Catch



**CASH PRIZES FOR ADULTS
DOOR PRIZES - RAFFLE
Hot Food & Drinks Available!**

**ADULTS - \$10.00 -
UNDER 15 - \$5.00**
*Contest sets 3-hole limit per
entrant*

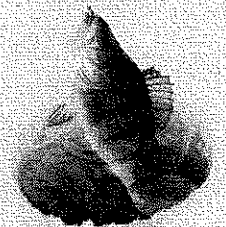
New Hampshire Fish & Game regulations prohibit bass fishing (and bass tournaments) during ice-in month. (FIS 503.05).



If you have any questions email the club at kmail@hudsonkiwanis.org.

If you would like to learn more about Kiwanis, visit <https://www.kiwanis.org/>, find us on Facebook or come to one our meetings.

We meet on the 1st and 3rd Mondays of the month at 7pm
Kiwanis Bingo Hall located at 14 Melendy Drive in Hudson NH 03051



TOWN OF HUDSON
12 School Street
Hudson, New Hampshire 03051
603-886-6024

Agenda
1-28-20
RECEIVED
JAN 23 2020
TOWN OF HUDSON
SELECTMEN'S OFFICE

6.C.4

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE
Hudson Town Code, Chapter 232

Please complete the following information in full and return application to the Zoning Department.

1. Applicant GLENN SMELTZER DOB 12 / 16 / 48
2. Applicant's Address 97 LINTON ST NASHUA N.H.
Home Phone # 603 921-7257 Business Phone # 603 883-9052
3. Goods sold in the Name of THE BLUSHING ROSE
Address & Phone # if different from Self 4 SUNAPEE ST NASHUA N.H.
4. Type of Vending Operation/Merchandise to be sold FLOWERS, PLANTS, ETC.
5. Description of Stand or Vehicle (include Make/Model) 2001 FORD FOCUS
License # 3930851 Registration # 12 JRG 48161
6. Date of Sales 1-1-20 TO 12-31-20
7. Proposed Location(s) of Sales (be specific) HUDSON TRUE VALUE
RTE. 102 HUDSON N.H.
8. Approximate length of time at each Location 8 AM. TO 7 P.M.

•If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.

•Include copy of valid New Hampshire Hawker/Peddler/Itinerant Vendor's License* obtained through the Secretary of State's Office (271-3242), and in the case of sales relating to foods or beverages, a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).

•Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.

•Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.

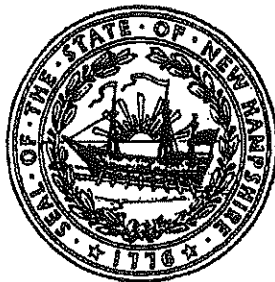
*Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-11)

I, the undersigned, certify that all information provided in this application is true and complete to the best of my knowledge. I understand that any false statement will be considered sufficient grounds to refuse issuance of a license to operate within the Town of Hudson, New Hampshire.

Name Glenn Smeltzer Date 1-10-2020

E-mail Address _____

The State of New Hampshire
Hawker & Peddler State License
Department of State



Glenn Smeltzer
(not valid unless signed by Applicant)

Date May 2, 2019

This certifies that in accordance with RSA Chapter 320

Glenn Smeltzer of 97 Linton Street, Nashua, NH 03060
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said Glenn Smeltzer to sell, throughout the state, any goods, wares
and merchandise, the sale of which is not prohibited by the laws of this state.

Date of Birth 12/16/1948 Height 6'0" Weight 185

Color of Hair White Color of Eyes Brown

Distinguishing Characteristics None

License Number 2019/153

This License Expires May 2, 2020

[Signature]

Deputy Secretary of State

This license may be laminated

Smeltzer, Glenn

True Value.

Hudson True Value • 114 Derry Road • Hudson, NH 03051

January 9th, 2020

To: Hudson Police Dept.
1 Constitution Drive
Hudson, NH 03051
RE: Permit Verification

To Whom It May Concern,

This letter is to verify that George Kessler, operating as the Blushing Rose, has permission to sell flowers on our property at 114 Derry Rd. in Hudson, NH. Please feel free to contact me with any questions. Thank you.

Sincerely,



Greg Rioux
Vice President
Hudson True Value
Ph: 603-883-3100
Fax: 603-883-8878



TOWN OF HUDSON
RECREATION DEPARTMENT

Agenda
1-28-20
RECEIVED

JAN 23 2020

TOWN OF HUDSON, NEW HAMPSHIRE
SELECTMEN'S OFFICE



12 Lions Avenue

Hudson, New Hampshire 03051

603/880-1600

TO: Steve Malizia

FROM: David Yates *DYates*

DATE: January 23, 2020

SUBJECT: Selectmen Meeting Agenda Item

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

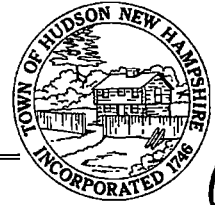
Received contribution to the Recreation Department from AAT Photo LLC, dba Clix New England, 224 Main St Ste 3D, Salem, NH 03079-3193 in the amount of \$831.58. Request the BOS approval of this amount to be put in the Recreation Donation Account.

Thank You.



TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



*Agenda
1-28-20*

6.D.2

Emergency 911
Business 603-886-6021
Fax 603-594-1164

Robert M. Buxton
Chief of Department

RECEIVED

JAN 23 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: David Morin
Chairman

FR: Robert M. Buxton *RMB*
Fire Chief

DT: January 23, 2020

RE: Donation Acceptance – January 28, 2020 BOS Public Agenda

Please place the following item on the above-indicated agenda from the Fire Department:

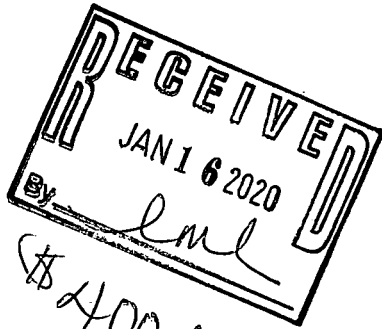
Attached you will find a donation that was sent to the department by the Sparkling River Condo Association of Hudson, NH. The amount of the donation is \$400.00. We would request the Board of Selectmen accept this donation with thanks.

Upon your acceptance we will forward the Association a thank you for this donation.

These monies shall be deposited into the Fire Department's General Donation fund.

Motion:

To authorize the Fire Chief to accept the \$400.00 donation from the Sparkling River Condo Association to be deposited into the Fire Department's General Donation fund for future use.



\$400.00

CASH

To the
Hudson Fire Dept.

Thank You!

Our community
would like to
make this small
donation in recog-
nition of all you
do for us.

Thank you for
being there in our
time of need.

Sparkling river
Cords Association
14 Doyton Lane
Hudson, NH 03051

HUDSON, NH BOARD OF SELECTMEN

Minutes of the January 14, 2020 Meeting

1. CALL TO ORDER

By Chairman Morin for the meeting of January 14, 2020 at 7:00 p.m. in the Selectmen's Meeting Room at Town Hall

2. PLEDGE OF ALLEGIANCE

Led by Officer Taylor Morin of the Hudson Police Department.

3. ATTENDANCE

Board of Selectmen: David Morin, Kara Roy, Roger Coutu, Marilyn McGrath, and Normand Martin
Staff/Others: Steve Malizia - Town Administrator; Jill Laffin - Executive Assistant; Rob Buxton - Fire Chief; Elvis Dhima - Town Engineer; numerous members of the Hudson Police Department and Hudson Fire Department

4. PUBLIC INPUT

Chairman Morin asked if anyone in the audience wished to address the Board on any issue which the Board has control of at this time. Seeing none

5. RECOGNITIONS, NOMINATIONS, APPOINTMENTS AND RESIGNATIONS

A. Recognitions

Chairman Morin recognized Reverend David Howe for his 35 years of service as Hudson Police Chaplain and his 31 years of service as Hudson Fire Chaplain. There were many members of the Hudson Police and Hudson Fire Department present as well as Reverend Howe's family. Upon receiving his certificate he received a standing ovation from the crowd.

Chairman recognized Hudson Fire Captain, Kevin Blinn and Hudson Fire Deputy Chief Paquette for going above and beyond the call of Duty on December 15, 2019. On December 15th Cpt. Blinn, Deputy Paquette and FF Andrew Perkins were attending a funeral in Nashua when a woman from a residence across the street came running in asking for help for a family member in distress. The three raced across the street where they were able to perform CPR and call for an ambulance. On behalf of the Town of Hudson and Board of Selectmen the three were given certificates of commendation.

B. Interviews

Zoning Board of Appeals - (1 vacancy; 1 member term which expired 12/31/19, 4 alternate terms all which expire 12/31/21)

Brian Etienne (incumbent alternate wishing to become member) Mr. Etienne was present. Selectman McGrath had praise for the job Mr. Etienne has done as an alternate member of the Zoning Board of Appeals.

Selectman McGrath made a motion, seconded by Selectman Roy, to suspend the rules and nominate and appoint Brian Etienne as a member to the Zoning Board of Appeals with a term to expire 12/31/22. Motion carried 5-0.

Municipal Utility Committee - (1 vacancy; 1 member term which will expire 4/30/21)

Dawn Lavacchia

Selectman McGrath made a motion, seconded by Selectman Coutu, to suspend the rules and nominate and appoint Dawn Lavacchia as a member to the Municipal Utility Committee with a term to expire 4/30/21. Carried 5-0.

Citizens Traffic Advisory Committee - (2 member vacancies; which expire 4/30/22, 1 alternate vacancy)

Harry Schibanoff was present, though the Board did not have any questions for him, Selectman Coutu and Selectman McGrath both had great praise for the Mr. Schibanoff and how valued he's been as a member on different Town committees to date.

Selectman Coutu made a motion, seconded by Selectman McGrath to suspend the rules and nominate and appoint Harry Schibanoff as a member to the Citizens Traffic Advisory Committee with a term to expire 4/30/22. Carried 5-0.

Citizens Traffic Advisory Committee - (2 member vacancies; which expire 4/30/22, 1 alternate vacancy)

Mike Pitre was present. Selectman Coutu and Selectman McGrath praised Mr. Pitre for previous service to Town committees. Though they both questioned if appointed to the Citizen's Traffic Advisory Committee, would Mr. Pitre be fully committed to his seat. Mr. Pitre assured the Board that his job now requires far less travel than in the past and that he is committed to serving on the Citizen's Traffic Advisory Committee.

Selectman Coutu made a motion, seconded by Selectman Roy, to suspend the rules and nominate and appoint Mike Pitre as a member to the Citizens Traffic Advisory Committee with a term to expire 4/30/22. Carried 5-0.

Nashua Regional Planning Commission - (1 member vacancy which expires 12/31/23)

James Battis (incumbent member) was present. Selectman Coutu praised Mr. Battis for his work and commitment thus far, as a member of the Nashua Regional Planning Committee.

Selectman McGrath made a motion to suspend the rules and nominate and appoint James Battis as a member to the Nashua Regional Planning Commission. Carried 5-0.

6. CONSENT ITEMS

Chairman Morin asked if any member of the Board wanted to remove any Consent Items for separate consideration. Chairman Roy stated she wanted to remove, under Assessing Items, Veteran's Tax Credit for 4 North Ridge Road and 15 Schaeffer Circle. Selectman Roy wanted clarification from the Assessing Department as to the branch of service for each address as well as the type of discharge resident at 4 North Ridge Road received. The Town Administrator stated he would find out the info and report back at the next meeting.

A. Assessing Items

1) Veteran Tax Credits: Map 184, Lot 032, Sub 061-2 Graham Ct.; Map 242, Lot 062 - 14 Gowing Rd; Map 248, Lot 001, Sub 006 - 12B Nichols Cir.; Map 147, Lot 017, Sub 007 - 37 Lexington Ct.; Map 139, Lot 013 - Map 168, Lot 068, Sub 037 - 317 Fox Run Rd.; Map 149, Lot 001, Sub 030 - 27 Glasgow Cir.;

- 2) Blind Exemption: Map 208, Lot 004 - 152 Bush Hill Rd.
- 3) 2019 Tax Abatement: Map 157, Lot 66-47 - 96 Barbara Lane
- 4) 2019 Tax Abatement: May 116, Lot 98 - 29 Senter Farm Road
- 5) 2019 Tax Abatement: Map 168, Lot 68-26 - 306 Fox Run
- 6) 2019 Tax Abatement: Map 204, Lot 6-138 - 138 Fox Hollow Drive

Selectman Coutu made a motion, seconded by Selectman Roy, to approve all Assessing Items with the exception of 4 North Ridge Road and 15 Schaeffer Circle. Motion Carried 5-0.

B. Water/Sewer Items

C. Licenses, Permits and Policies

- 1) Hawker/Peddler/Itinerant Vendor's License - Spring Hill Catering, Inc.
- 2) Hawker/Peddler/Itinerant Vendor's License - Jimmy's Catering
- 3) Hawker/Peddler/Itinerant Vendor's License - Just Coffee Plus

Selectman McGrath stated she wanted to defer voting on approving Spring Hill Catering, Inc. until next meeting as she received a resident complaint about this vendor and wanted to follow up with the Zoning Administrator. Selectman Coutu made a motion, seconded by Selectman Martin, to approve licenses for Jimmy's Catering and Just Coffee Plus. Motion carried 5-0.

D. Donations -

- \$100.00 donation to the Hudson Fire Department from Sean and Linda Dyken
- \$100.00 donation to the Hudson Police Department from Sean and Linda Dyken

E. Acceptance of Minutes

- 1) Minutes of the December 10, 2019 Meeting
- 2) Minutes of the December 17, 2019 Meeting

Selectman Coutu made a motion, seconded by Selectman McGrath to approve Consent Items B, D, E and F as noted and appropriate. Motion carried 5-0.

F. Calendar

- 1/15 6:00 Library Trustees - Hills Memorial Library
- 1/16 7:00 Budget Committee - Hudson Community Center
- 1/16 - 7:00 Benson Park Committee - HCTV
- 1/21 - 7:00 Budget Committee - Hudson Community Center
- 1/21 - 7:00 Municipal Utility Committee - BOS Meeting Room
- 1/23 - 7:00 Zoning Board - Buxton Meeting Room
- 1/27 - 7:00 Sustainability Committee - Buxton Meeting Room
- 1/28 - 7:00 Board of Selectmen - BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on December 10, 2019

Selectman McGrath made a motion, seconded by Selectman Roy to approve the hiring of Mike Rotast as Deputy Assessor within the Assessing Department at a rate of \$29.02 per hour, in accordance with Step 2 of that position classification within the Hudson Police, Fire and Town Supervisors Association Contract.
Vote 5-0, carried.

Selectman McGrath made a motion, seconded by Selectman Roy to approve the recommended Grade Adjustment of the Deputy Assessor position.
Vote 5-0, carried.

Selectman Coutu made a motion, seconded by Selectman Roy to promote Jeremy Faulkner to the position of Street Foreman at Grade XVI, Step 7 at \$33.59 per hour in accordance with the Hudson Public Works Local 1801 contract.
Vote 5-0, carried.

Selectman Martin made a motion, seconded by Selectman Coutu to hire David Hotham for the position of Inspector in the Fire Department at the contracted salary of \$24.07 per hour (step 1). This assignment will be a non-exempt position in accordance with the Hudson Support Staff Union, AFSCME Local 1801, as recommended by Fire Chief.
Vote 5-0, carried.

Selectman Martin made a motion, seconded by Selectman Coutu to hire Rick Foye for the position of Inspector in the Fire Department at the contracted salary of \$24.07 per hour (step 1). This assignment will be a non-exempt position in accordance with the Hudson Support Staff Union, AFSCME Local 1801, as recommended by Fire Chief.
Vote 5-0, carried.

Selectman McGrath made a motion, seconded by Selectman Roy to approve the Finance Directors request to buy back eighty (80) hours of her vacation time.
Vote 5-0, carried.

Selectman Martin made a motion, seconded by Selectman McGrath to approve the Fire Chief's request to buy back one hundred (100) hours of his vacation time.
Vote 5-0, carried.

Motion to adjourn at 10:14 p.m. by Selectman Coutu, seconded by Selectman Martin, carried 5- 0

B. Votes taken after Nonpublic Session on December 17, 2019

Selectman McGrath made a motion, seconded by Selectman Roy, to approve hiring of Mike Rotast as Deputy Assessor within the Assessing Department at a rate of \$31.38 per hour, in accordance with Step 5 of that position classification within the Hudson Police, Fire and Town Supervisors Association Contract., Carried 4-1 with Selectman Coutu in opposition.

Selectman McGrath made a motion to adjourn at 6:53 p.m., seconded by Selectman Roy, carried 5-0.

- C. BOS to reconsider petitioned Warrant Article - to increase membership to the Conservation Commission
Chairman Morin to recognize Town Administrator, Steve Malizia

Chairman Morin recognized Mr. Malizia. Mr. Malizia stated that at the December 10, 2019 meeting of the BOS stated that they wanted to revisit this topic. The Board decided at this time that they do not want to reconsider the petitioned warrant article to increase the membership to the Conservation Commission.

8. NEW BUSINESS

A. Public Hearing - Warrant Article D - Bond Police Facility Expansion and Renovation

Chairman Morin opened the Public Hearing on Warrant Article D - Bonding of the Police Facility Expansion and Renovation at 7:30 PM. Seeing no public present to comment, the Public Hearing was closed by the Chairman at 7:31 PM. Mr. Malizia stated that this public hearing is a formality and no motion is required as this article has been forwarded to the Warrant already.

Selectman McGrath was recognized by the Chairman as wishing to speak on this item. Selectman McGrath went on to explain that after speaking with Town Planner, Brian Groth, it's been determined that CAP fees can now be used towards any municipal project of importance. With that being said Selectman McGrath went on to say that the Police Department expansion would be one of these projects. If these funds were used that might help the Town not need to bond as much for the project. Selectman Roy asked if Warrant Article D was left as is, we can go up to that, right? Mr. Malizia said, yes, up to that.

Chairman Morin asked if there was anything else. Selectman Coutu said this will be the first of many appeals that will be made by I'm sure, all of us, relative to our infrastructure. This is a vital link in terms of having a housing unit for a group of municipal employees who are constrained by the size of the building in its present set up. This expansion will afford the Police Department ample room. You'll be hearing this throughout the campaign. I plan on doing a couple of interviews on television relative to this warrant article. I think it's that important. We want to have a structure that is able to house, without cramming, the various units within the Police Department. One example would be the interrogation room, is totally, it is way too small. Not a very pleasant or comfortable environment to be doing that kind of interview. And our evidence room is so cram-packed, we have an obligation to the courts, to the people who are charged with a crime that we are in possession of their evidence that we care for that evidence with the utmost care and consideration for justice. So those are just two of many areas that we're going to be addressing. I hope that even though we're going to have a lot of Warrant Articles on the ballot that the citizens of Hudson will vote yes on Warrant Article D. Please realize that this is not a wish list for the Town of Hudson, this is a tremendous improvement that's going to benefit all of us as citizens.

B. Request for Approval of Funds from Corridor Accounts

Chairman Morin recognized Town Engineer, Elvis Dhima. Mr. Dhima explained the first item for you tonight is the Corridor Expenditure. Fox and Lowell Road is the last intersection that has a grid-smart camera that does not have a traffic count on it. That is for the daily traffic count that tells us how well the intersection is working. A lot of our intersections have this. This is a one-time purchase. It went before the Planning Board for approval. The recommended the expenditure to the Board of Selectmen. I can take any questions you might have.

Selectman McGrath made a motion, seconded by Selectman Roy to waive the bid process and sole source this work to Electric Light, Inc. for the following reasons: 1. They have been currently are our traffic light consultant and contractor. 2. They currently provide support services for such systems. Carried 5-0.

Selectman McGrath made a motion, seconded by Selectman Martin to approve and proceed with the purchase of one license using Corridor Account # 2000-2070-000-090, not to exceed \$2,252.49. Carried 5-0.

Selectman McGrath made a motion, seconded by Selectman Martin to approve and proceed with the purchase of one license using Corridor Account # 2000-2070-000-702, not to exceed \$2,147.51. Carried 5-0.

C. Derry Road Sewer Main Acceptance

Chairman Morin recognized Town Engineer, Elvis Dhima. Mr. Dhima explained as you all know there has been a four lot sub-division on 25 Derry Road, currently known as Lee Way. That particular project consists of 4 single family homes that will be served with Town water/Town sewer. Because the road is going to remain private the sewer will also remain private as well. So the portion within the sub-division. The portion that is under a right of way will be transferred to the Town. That portion is 50 feet and the first item for you tonight is to accept the 50 feet as Town property. That comes with a one year warranty. This was done in accordance with our specs. Public Works, Engineering and Municipality has signed off on it. I'm in front of you tonight to recommend acceptance of 50 feet of the sewer main under Derry Road.

Selectman McGrath made a motion, seconded by Selectman Roy to accept the sewer main as recommended by the Town Engineer, DPW Director and Municipality Utility Committee. Carried 5-0.

D. Lee Way Private Sewer Main Acknowledgement

Chairman Morin recognized Town Engineer, Elvis Dhima. Mr. Dhima explained that this portion is the private portion or the portion within the sub-division that will remain private. We still have to acknowledge that this was done in accordance with our rules and regulations but this will remain part of the association's responsibility. It comes with a one year warranty upon your acknowledging this was done in accordance with our regulations. I'm here tonight on behalf of Public Works and MUC to recommend you acknowledge this was done in accordance with our rules and regulations. Selectman Martin asked that means the developer or that association maintains it if there is a broken pipe on the street we don't go in? Mr. Dhima said that is correct.

Selectman McGrath made a motion, seconded by Selectman Martin to approve sewer main acknowledgement as recommended by the Town Engineer, DPW Director and Municipal Utility Committee. Carried 5-0.

Chairman Morin stated, if the Board doesn't mind, we did get an update on the "blue light" on Lowell Road if you don't mind, Mr. Dhima could update us. Mr. Dhima went on to explain that we've been in discussion with the DOT. As you all know we met in November and December first at the NRPC, second at the site. The intent was to provide the Town with the specs related to this blue light and the cost for it. We were not very lucky receiving any information from them. This was due to lack of funding, staff and resources. So at the end of the day we took the steps to figure out what we need to do and we can do this ourselves for a little less than \$3,000. The DOT is okay with what we have provided. I intend to go in front of the Planning Board and ask to utilize Corridor Funds to improve the safety of this intersection and coming in front of the Board of Selectmen at some point to get the final approval. But it appears that, for the blue light, we will take care of this ourselves. And the blue light will be installed in all four directions so every single face, not just the traffic coming from the Sagamore, but also Lowell Road, will be on detection of blue light. We'll have a total of four and we intend to use all four of them.

Selectman McGrath said I'm all for this. If this saves one life, if it saves one really bad accident that can cause life-long injuries to someone, it's a small price to pay. It's disappointing that the Department of Transportation for the State of New Hampshire, who's responsible for this light, and for dumping all of the traffic onto Lowell Road at that intersection, fails to contribute any money towards that. It's disappointing,

it's infuriating and the voters of this Town ought to take notice and talk to their representatives about it. But, as someone that travels that part of the road on a regular basis, and I see, just a couple weeks ago, five cars raced through the red light. If someone on the northbound side of the traffic pattern started to go, they would have been killed. So, I think it's something we need to do. We need to step up and take control of it but shame on the State of New Hampshire. Shame on them. But, I have a question for you too. I know you didn't get any feedback from them lately, but what about the rumble strips? Mr. Dhima said, we're still going to move forward with the rumble strips in the spring. I felt that this could have been addressed now as far as the specifications go, but after waiting for three months and having no movement whatsoever, I didn't feel it was going in the right direction. The rumble strips are already something that they already have, it's just simply dropping them because it's the temporary ones. This one I think, we will be the first community in New Hampshire to utilize something like this, I don't know if they're just nervous or what, but we were able to figure out which one we need to do. Our consultant spent some time in Florida, he saw those out there everywhere. When he came back he said I know which ones we need to use. And that's what we will utilize. The rumble strips are still in the queue to get done. But I feel like we can do this, ourselves within four to six weeks instead of waiting six months for them to do it, if they can even do it. It wasn't the amount of money, I think, it's the fact that they can't put people together to put it together.

Selectman McGrath stated that Mr. Dhima deserves a lot of credit because you've gone after this. You and I talked about this a while ago. If it weren't for Elvis, if we had somebody from the State sitting up in that office, we wouldn't be getting any action at all, So Elvis deserves a lot of credit for really taking this task on and seeing it through. Mr. Dhima said we'll probably get a lot of heat for being the first ones putting this up. Selectman McGrath said, you know what, people can complain all they want, but if they were driving through that intersection and got t-boned by a tractor trailer that was tearing through the red light, they wouldn't complain so much. Mr. Dhima said that we're going to send this back out to the Town staff. The Police Chief, Public Works Director, as everything moves forward. Selectman McGrath asked so cap fees will pay for this? It's not taxpayer money? Mr. Dhima said, 100%. He said to your point earlier, Selectman McGrath, it appears that the Cap Fees can be utilized not just for volume or related but also safety and other means as well for different projects for municipalities including design consultations. So this is something that would be recommended to the Planning Board to utilize. Absolutely. We were also able to install the light and get the camera up at Executive and Oblate as of today and they will be on flash tonight. Chairman Morin stated that the Police Chief did get a decision from a judge on the legality of that and it was approved.

E. Petition Warrant Article - Replace Roof of Kitchen Building at Benson Park

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia explained we received a petitioned warrant article on January 7th to replace the kitchen roof at Benson Park. It's pretty self-explanatory, you can read it, but basically it's looking to raise \$80,000 which is the cost of replacing the roof of the kitchen building with a clay-tile product that's mandated by the State Division of Historical Resources. This is a valid petition, it has valid signatures on it, and it will go to the Warrant. The question is whether you recommend or not recommend it, but it will go forward as it is appropriately and properly petitioned. Chairman Morin gave a little background; the building definitely needs a roof before we get to the point where it gets a lot of damage. There is some question to whether we could put a temporary roof on it, but again that's just putting it off til later on, the expense will get greater. At this point the State will not allow us to do anything but a tile roof or a finished roof and it has to be the clay tiles. They looked into the plastic type and the different designer tiles that look like clay and they said no. That's why we're in the position we're in now with the \$80,000 because they must be clay because it is a historical building.

Selectman Martin addressed the Board stating, I know I spoke my piece about this when it was presented to us, I can't support it. I don't know if there's people at the Historic Commission are employees or volunteers but I can't have the State tell me they can't even fund a blue light on a south end of town. They won't even help us get something of this \$80,000 and they're mandating that we use only three vendors. I can't support it. We have a lot of more important things than an office building in a historic district to worry about. I can't support it.

Selectman Roy was recognized by the Chairman and she said I think we discussed it, but is there a plan for the rest of the building? To refurbish the rest of the building? Chairman Morin said actually the interior is in very good shape. They've taken good care of it. They use that as a meeting room and where all the volunteers gather when they have their cleanup days and things to that nature.

Chairman Morin asked if there was anyone else wishing to comment. Selectman McGrath said, I'll just make a comment. I remember having the discussion about this. And again it's disheartening that the State of New Hampshire is mandating to us that the materials we have to use, the vendors we have to use and they don't consider the tax payers. We have a number of items that the people are going to be voting on. Money items. Big money items. The School is one of them. They could have waited to put that off for another year. Instead they chose to put it on this year. We've got the police expansion, which I think is a critical item that should be number one to be voted on. This item, this \$80,000, and, to ask the voters to pay for that at this time, I think is, I'm having a really difficult time. I think it's inconsiderate at so many levels. Not just this. I'm talking about the school, this item, the State of New Hampshire, not willing to install a light that will potentially save lives and countless injuries, and they're not willing to come up with \$3,000. We have to come up with \$80,000 to put on a tile roof. It doesn't make sense to me. I'm having a hard time supporting this.

Chairman Morin said and I'll tell you that due to the fact of what we need, I won't support it either. But I do want to say, for the committee, the Bensons Committee, they're doing what they were tasked to do. Okay, it's not their fault. They're looking to make sure they preserve the buildings, the State put this mandate on us when we got the Park. The Town agreed to it at that point and that's what they've been working under. They're trying very hard. I can tell you, a lot of them aren't happy with it themselves. But at this point, that's where they feel they need to go. And again, we can do a temporary roof, but it's just going to cause us later on to cost us more and that's what they're trying to avoid.

Selectman McGrath interjected and said when I say inconsiderate, I'm not pointing at the members of the Benson Park Committee, and I'm pointing at members of the State government that is mandating this nonsense. It's absolute nonsense. In my estimation maybe when the building is done and they put those glorious tiles on the roof that everyone can go and look at and just look and wonder at these tiles, they'll say "oh, wow, that was worth \$80,000 of our taxpayer money that could have gone to something that was much more necessary." But I'm not pointing at the Benson Park Committee, or the volunteers. I understand their positions. The State of New Hampshire, we need to make some serious changes up north.

Selectman Martin was recognized and said I concur with Selectman McGrath. It is not the people that is on this Committee. Like she said, they're doing their job, it's the fact that we're putting our hands on the fire and do it, but we can't do that to them up there. So, I don't have a hard time not supporting it, I am not supporting it. I think the members are doing a great job up there, it's the fact that my hands are being held to the fire and I won't let them burn.

Chairman Morin recognized Selectman Coutu for comment. Selectman Coutu said Mr. Chairman, and with all due respect to you Mr. Chairman and you, Selectman Martin and Selectman McGrath, I think you're kind of wavering right now. But again, with all due respect, Mr. Malizia can attest I believe, to the fact that, the Department of Transportation, has a list of vendors that they have properly vetted for different types of construction work, rehabilitation work, so that municipalities, such as Hudson, are not taken over the hurdles by some shoddy vendors. So for specific tasks of historical nature, they have a list presently for this type of work, roofing, they have a list of three. They weren't selected on the basis of somebody's friend at DOT, they were properly vetted and have to show their certifications, their license, and their insurance because a lot of these private contractors who do this kind of work, aren't even insured. They come in under pretense of being insured, we in a municipality, when a license is required, we mandate that they present a copy of their license. So, that's number one. Number two, in terms of its historic significance, and why it has to be done the way it is done, is that when we purchased the property, we signed an agreement and the deed specifically states that we would abide by the historical RSA's and guidelines for buildings that are designated as historical. Those buildings in that area are considered historical. Three, you said it Mr. Chairman, we could put a temporary roof on it, but we're only kicking the can down the road. \$80,000, if it's not passed this year it will come back a year and a half from now we're going to be up to \$90,000. It's a preventative measure because you attested that the interior of that building is relatively good. If the roof starts leaking, it's not going to be good it's going to be a bigger mess

and then we'll be looking at \$150,000 or more to redo the interior. The members of the Benson's Committee, thought about this very carefully and felt that there was a need to speak to some of the things you eluded to, Selectman McGrath, the School never hesitates to put any kind of item that's on a wish list on the ballot for the voters. And they get millions of dollars. We have never asked for millions of dollars. We built the Senior Center at very little cost to the tax payer. We renovated an added 15-20 years of life to the Central Fire Station at no cost to the taxpayer. We built a new fire station at no cost to the tax payer. It seems that every time we want to do something that improves the structures within our municipality, it seems we're begging people and it should come very naturally. I don't want to see us. The voters are ultimately going to have a say because it's a warrant article. Even if we don't recommend it, people do respect how we vote. I have people ask me "why did you, did the Board, not support this" and I've explained it to them if I have the explanation readily available to me or I remember it. But in this case. I don't want to keep kicking the can down the road, just on the basis of what you said, if the interior gets damaged it's going to cost us a hell of a lot more than \$80,000 and I think in the scope of things it's a small amount of money. I don't think it's going to adversely affect the addition to the police department. People vote, they have a lot of common sense and they realize that public safety is our number one priority and if they feel generous enough, they'll vote to give \$80,000 to have the Benson roof repaired. I am going to support it on the basis of the three points I made. Thank you Mr. Chairman.

Selectman Martin made a motion, seconded by Selectman Roy, to not recommend the petition warrant article to raise and appropriate the sum of \$80,000 to replace the roof of the kitchen building at Benson Park.

Chairman Morin stated, I do want to say you bring up some very valid points, with the amount of things that are on our side and the school side and the cost. I have some serious concerns that we're asking a lot. But you do bring up a valid point and that was my selling point earlier for the police station. If we had done it right the first time we wouldn't be paying all this money now. So, I agree with you, Selectman Coutu. Any other discussion? Selectman McGrath said I'll just add again, I agree, trying to defer big ticket items ends up costing us later. But my fear is that something that is greatly needed is going to be lost by adding more, high ticket items to the warrant. You know I understand both sides of it. In the back of my mind I'm thinking about the school coming in. They requested to keep over a million dollars in their budget as a slush fund. We voted on that the last time that we're not recommending that but they're going to push forward with that. They're requesting \$18 million for the renovation of Alvirine High school after they got \$18 million for the CTE building, by the way, I'll be coming back in at the next meeting with some findings about that, They've added over a million dollars to their budget for full day kindergarten that was denied as a petitioned warrant article last time. So now they have it in the budget. How many people in this Town, how many voters, how many tax payers, actually look at the budgets and look at the line items like we do? They don't. They don't have the time, they don't have maybe the interest, they look at the bottom like to see how much it's going to affect them, but those are big ticket items. That's over \$20 million dollars right there. \$18 for the school renovation, a million dollars is the slush fund and a million dollars for full day kindergarten. Plus countless other things. I can't even imagine how much that's going to be. So when the voters are faced with those types of things, they're going to pick the one that they think is most acceptable to them. And if the school manages to get out a large contingent of parents that they've convinced that the renovations at Alvirine are needed and all of these other things are needed, I'm concerned that the Police Department may end up being on the losing end and that would be a shame. So, I can't support this. I just can't.

Chairman Morin asked if there was any further discussion. Seeing none, he reiterated the motion which was Selectman Martin made a motion, seconded by Selectman Roy to not recommend the petition warrant article to raise and appropriate the sum of \$80,000 to replace the roof of the kitchen building at Benson Park. Motion carried 3-2 with Selectmen Coutu and Chairman Morin in opposition.

F. Petitioned Warrant Articles

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia explained that this was a "place holder" on the agenda because today was the last day for petitioned articles and sure enough, you have a petitioned article. It's a valid petition in that it has 25 registered voters' signatures, so therefore goes on the warrant. At this point in time, similar to the last discussion, you need to determine whether you recommend or not recommend this article. There is no money being raised an quite simply put for the voters, it says "by petition of 25 or more eligible voters of the Town of Hudson to see if the Town will repeal the ID requirement for volunteers and members unpaid committees." Mr. Malizia went on to say, I

took the liberty of forwarding this to our attorney along with the policy for id badges. He has not had an opportunity to vet this because we got this, this afternoon.

Selectman Coutu said I'm going to tell you that he's going to find that this is not a valid, it would be like saying, having a petition warrant article that all women can't wear pants coming to work in Town Hall. They can't dictate this kind of policy. I think the attorney is going to find that. Mr. Malizia said, I presume that but none the less it still has to go forward to the warrant because it is a valid petition. Selectman Coutu said it looks like the Republican Committee is submitting this. And most of them are friends of mine, but that's what it looks like. Anyway, what do you want us to do with it right now? Mr. Malizia said at this point you have to either recommend or not recommend it and forward it to the warrant.

Selectman Coutu made a motion, seconded by Selectman McGrath to not recommend the petitioned warrant article. Selectman McGrath made the comment, if you look at the names that are on this list, a lot of them are State Representatives, the ones that are supposed to be working on our behalf up in Concord. I have not been in favor of this policy but it is a policy that was adopted by this Board with plenty of discussion and consideration. Anyway, I'm willing to recommend this to the voters. Selectman Coutu said can't get a blue light because they're too busy worrying about whether or not our employees should wear a badge when they're out in the field.

Chairman Morin said, I do have to say, that if memory is right, they wear ID tags at the State House. Second is, that this was done for safety reasons not only for our people, but the people that we serve. So when someone knocks on your door from a committee, because they're doing conservation work or things to that nature, people have an identification, just as our auditors do, as our police officers do, our firefighters and all of our Town employees here. I actually had comments from some of our volunteers that have told me that the badges have worked out very well. They took a lot of concern out of the people they were trying to talk to, specifically several members of Conservation Committee who are trying to build a bridge on Musquatch Road and have to access land of one of the owners that abuts that property. With the Id's it made it a lot easier. So I'm totally against this. I think I'll leave it at that.

Selectman McGrath added, for the land use boards, the volunteers that go out and Sustainability Committee that goes out into the public domain doing work on behalf of the Town of Hudson, I think that it's necessary. It's just some of the other internal things that I'm not too thrilled with. Chairman Morin circled back to the motion made by Selectman Coutu, seconded by Selectman McGrath to not recommend the petitioned warrant article. Motion carried 5-0.

G Warrant Article - NH Lottery Commission Request to Allow Sports Betting in Hudson

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia explained that the Board received correspondence from the New Hampshire Lottery. New Hampshire Lottery is recommending that we put something on the warrant, similar to Keno a couple of years ago, that will allow sports betting. It doesn't mean we're going to have sports betting locations, it just means you could have them. I believe there's a representative from the Lottery if you have any questions. Charles, "Charlie" McIntyre, New Hampshire Lottery Executive Director came forward to answer questions the Board may have.

Mr. McIntyre introduced himself and explained that the State House authorized sports betting. It was launched as of the 30th of December for Mobile. The law authorized up to ten (10) physical locations where sports betting could be done in physical terms in mostly sports bar type atmospheres. The law says at most ten, so there's not a guarantee that there would be one here. Cities voted first because of the election calendar and then towns vote in the spring. We notified a bunch of towns that maybe geographically would be advantageous and Hudson obviously is one of them. So that's my brief summation as to the suggestion. This is not a recommend do or not do, it is just if you're interested you would need to vote on your warrant for the citizens to vote in favor of it if you so chose. It doesn't guarantee one would be here, it just means it would be available to a business if it wanted to apply for one. It would still go through the normal permitting process of a business. You'd still have approval there.

This is just the Town, saying sure, we don't mind if one is here. I'm happy to answer the questions you have. I've been director 9.5 years. Before that I was Citizen Director of the Mass Lottery and before that I was an organized crime prosecutor for a number of years outside Boston, so I'm quite familiar with sports betting.

Selectman Coutu said Charlie, your nine years are starting to show. I remember when you first started. Charlie, the funds that are going to be collected from the sports betting, and it's off to a good start, and people in Massachusetts are hungry for legal sports betting. We beat them to the punch, again. Per capita, we do exceptionally well compared to Massachusetts. The monies that are derived from this which would obviously be the revenues taken in, minus payout, and administrative costs, the net receipts go to the Department of Education for distribution. Mr. McIntyre agreed. Selectman Coutu asked if there was a formula that would prohibit Hudson from benefiting from the additional revenue, or does it become all-inclusive with all of the revenues that go to the Department of Education and is distributed on a per capita basis, I believe, student population, things of that nature.

Mr. McIntyre thanked Selectman Coutu for the question and said in that context, I have the best job in the State. I just make a barrel of money every month and leave the State House and back away. They decide the formula to spend. The reps and senators through the Board of Education decides how the money gets distributed. It's my understanding though that NH Lottery funds fund adequacy education. All revenues that we raise, from last year's \$105 million dollars, go to cities and towns adequacy grants. This is an estimate, but my sense would be that the money you got for education is about \$2 million dollars in lottery funds. And so by the Constitution, all of our revenues are required to go to fund education in the State. It cannot be diverted, it's quite literally sacred. It's article 6B of the State Constitution. It's lottery revenues minus expenses, equals profitability to the Education Department.

Selectman Coutu went on to say that when Charlie first became the Director of the Lottery, we had many conversations having Keno in the State of New Hampshire, which has also been proven to be very profitable for the State of New Hampshire. I was looking forward, when I had a business at the south end of Town, as one of the border stores, to having Keno in the store but because of health reasons I had to close down the business. I will be supporting this for two reasons. 1) I want to see Charlie to continue to succeed at the Lottery, he's done exceptionally well. He's brought it full circle and made it very profitable for the State and very profitable for school education. Not in the sense that it's profitable, but in the sense that the money that's provided for education, through the Lottery, are monies that local towns and cities and towns don't have to come up with. That helps offset our educational costs. Anything that's going to bring more people into our retail outlets, especially here in Hudson, and help them to grow, if the opportunity avails itself they eventually could have a mini sports betting parlor or a way to tie it into the whole lottery system. A compressed area for lottery. I support whole-heartedly. We have several businesses in Town whether it's a restaurant or a convenience store that can do it, would benefit greatly and we as a community will benefit from the additional revenues if not initially, ultimately we will benefit by it. Thank you for coming Charlie.

Chairman Morin asked Mr. McIntyre could you tell us how the betting is done. What are the requirements of the location? Do they have to have a separate room? How that's going to work?

Mr. McIntyre explained, there's a lot of cash involved. As you can imagine, every time there's cash involved there's concerns. There are cash management requirements. Internal controls related to depositing funds, holding funds, how much is allowed, those kind of things. We're not going to let someone from New Jersey with half a million dollars in a brief case, to make a bet. That lends itself to problems. So, Draft Kings and us will craft quite literally a template of what you're required to do in order to be a sports book in the state. The first four locations will be identified by contract on February 1st. Then, thereafter we'll expand as needed. So, we can tell where you were when you placed your bet in the State because we have to make sure you were in the State. So you can't be in Boston placing bets. You have to drive up here and do it. The amount of border traffic coming up to place sports bets is absurd. The Pheasant Lane Mall is ground zero essentially. Along with a couple other places in Salem and Portsmouth where folks drive over, place a bet and then drive away. So, we would work with the business and say you need to do these things. You need to have internal controls, you need to have dual accountability for funds, you have understand you can't take these kind of bets, I need background checks on folks to make sure this isn't laundered money, for example, you need to have surveillance equipment in place. So those are the kinds of things we'd require of a business that wanted to do this. There's no permitting fee. There's no application amount. We'd just say, if you're interested, here's the package you would need to have. Are you interested or not interested? I can tell you, that Nashua shockingly voted against it. I think they're

shocked themselves because Manchester said yes and a few other cities said yes. Berlin, Laconia, Franklin. So a business would have a unique opportunity. It can't get on the ballot again in Nashua for two more years. I'm fond of saying the best kind of money is out of state money because it wasn't our citizens that had to spend it, it was folks from another state. So, that's a long way of answering your question Mr. Chairman. Chairman Morin asked, enforcement is on you or the Town? Mr. McIntyre answered, criminal enforcement is on you, logistical enforcement, we have a number of auditors and investigators, would be on us. We would liaison with local, state and federal law enforcement if needed. But if Keno is a canary in the coal mine, we haven't had a single complaint on Keno since we launched. We canvased our Keno locations and in three quarters of the locations said that Keno had increased their other businesses up to 30% in terms of food and beverages. It's been a profit center driver for those businesses as well. Folks stay longer, order dessert, whatever.

Selectman McGrath had a few questions. She first stated, I don't bet but I watch a lot of news. Am I to understand that sports betting is on the teams? Whether it's football, baseball, is it that type of betting? Mr. McIntyre went on to explain that this is correct, and explained some of the different ways you could bet on a sports team. He also said that some folks prefer the actual physical location. They're built out to be sort of high-end sports bars. Good food, beers, the kind of place you'd have a bachelor party, birthday party. They just like the environment of watching live sports and betting on it. It's just something some folks like to do. You bet on a team, the result etc.

Selectman Roy asked if this includes horses and dogs or is that a separate thing. Mr. McIntyre explained that is a separate thing. The law only allows sports.

Selectman McGrath said, my other questions are, and Dave touched on this about crime, and how prevalent is that and what type of crime would we be facing? Mr. McIntyre said, ideally, we'd be converting crime. I can submit to you with a certainty approaching death and taxes, that there are thousands of your citizens who wager on sports now, illegally. We're looking to decrease the amount of gambling in the state and legitimize it and derive a revenue source for the State from it and legalize it. Mr. McIntyre said once you operate outside the bounds of the law you lose the protection of it. My hope is all the folks who now wager illegitimately, will wager with us now. Even something as simple as the Final Four, basketball, we'll have options for that as well. Going through us, instead of illegal gambling.

Selectman McGrath said, so the money that you take in, if I heard you correctly, you said that Hudson about Two Million Dollars towards education. Mr. McIntyre explained that this is a guestimate, it could be more or less, but I'm estimating. There are some towns that get none of our money. I won't name them but you'd see they have a very high property value they don't need the funds. So based on population count I made a rough estimate based on last fiscal year. The Town gets about two million now. Anything else coming from sports betting would be in addition to that. Selectman McGrath asked if that two million dollars is geared strictly for education purposes, like programs, books, teachers or can it be spent on oh, let's say, an expansion of the auditorium so that you can have concerts, can it be spent on a sports program. Mr. McIntyre explained that he is out of his element with this but what he understands is that they provide the Adequacy Grants that towns and cities get so whatever comes with those is what you're limited to. Selectman McGrath then asked if this would open the doors for communities to have casino gambling. Mr. McIntyre said, this, no, absolutely not. This law is very limited in terms of its application it's sports betting only and it's only ten places that can do it. Selectman McGrath then said and my last question, and I'm gonna be a wise guy, can you divert \$3,000 to the State DOT for a blue light? Mr. McIntyre laughed and explained the distribution for State Lottery funds.

Chairman Morin said so you're going to allow ten allowed places? Mr. McIntyre said ten max. We haven't publicly announced them yet. These are going to be sub-contractors of Draft King. Draft Kings is going to be the brand name at the place. So they're working through them. There's two identified now and they're working on a third and fourth one. So we're looking at the map. If you were to put a pinhole in say Plaistow and do a half an hour drive, in each direction. There's like 600,000 people north of that, including Maine and New Hampshire. There's a million-five south of that which is all Massachusetts. So as you can imagine, the reason we chose Draft Kings, is in their database they have half a million Massachusetts residents already involved in their fantasy sports. They have active email lists and customers so they'll be sending messages to them telling them come up to New Hampshire to play. So the locations will be geared towards attracting those folks. Chairman Morin stated, so Nashua gave it up per say, which is okay for us, but you got Salem right down the street which has better highway access. So what would be the chances of Hudson being given one of those ten spots? Mr. McIntyre explained I don't know. There's nothing on the books close to you. Only cities have voted so far. But there's nothing near you that is on

the books already. We didn't ask 220 communities. We reached out to about thirty and said that you'd make a good location if you're interested.

Selectman Roy asked there's ten physical locations but there's also internet access and then there's traditional lottery? So could you go and place a bet at Hannaford? Mr. McIntyre said no. Traditional lottery channel is related only to parlay gambling. He gave an explanation as to the type of betting allowed at a Hannaford type retail location in comparison to a physical sports betting location.

Selectman McGrath said, back to the school question, two million, I'm stuck on the two million, that's a lot of money, is that an annual amount? If the proceeds that this betting allows increases then that two million dollars will increase? Mr. McIntyre said in 2011 the lottery revenues were sixty-two million. Last year they were one hundred and five million. So they have increased, pretty dramatically. It's almost doubled.

Selectman McGrath said, so I'll use the two million and estimate that that's in perpetuity as long as sports betting continues and the revenue stream continues. Mr. McIntyre said as long as we exist as a lottery the revenues will be sent to education and how that gets dived up by the State House is up to the State House folks. They're elected, I'm not. But it gets sent out by the formula they dictate. Selectman McGrath went on to say, I find that incredibly interesting. I don't bet, I don't even buy a lottery ticket.

Selectman Coutu said I just want to clarify one thing so there's no misnomer. What the State has done is they've reached out to a number of communities. So let's assume that we're going to put it on the ballot and we all recommend it. It is conceivable, that after it passes, that Hudson will only be selected by King Sports if there's somebody that's willing to do it. It's conceivable that no retailer in Town will want to do it. It doesn't decrease the amount of revenue that we still get as a result of the proceeds that the lottery receives. But Hudson New Hampshire would be a great, if you're drawing the circle of an hour. Hudson is what, forty minutes to Logan Airport? We get the Boston market. Selectman Coutu gave a few additional examples of how this could potentially come to Town. Mr. McIntyre explained that Draft Kings has a robust real estate department. They have folks who look for the things they're looking for. It's got to be a nice place, carpet, leather couches, nice tvs, food etc. so to your point, yes, you're correct.

Selectman McGrath stated that as this continues to unfold, all I can think about is traffic.

Upon no further comments, Selectman Roy made a motion, seconded by Selectman Martin, to forward the following warrant article to the warrant to allow sports betting in Hudson, "Shall we allow the operation of sports book retail locations within the town?" Motion carried 5-0.

H Warrant Article - Hudson Cemetery Association (Sunnyside Cemetery)

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia stated that the Town recently received a notice of decision in the matter of the Hudson Cemetery Association in which the courts were in favor of reviving the association which basically owns the Sunnyside Cemetery on Central Street. That cemetery had fallen on some hard times because the previous ownership had didn't have resources. It looks like there's an opportunity to take over ownership of that cemetery. One of the steps would be to have a warrant article for the public to vote whether we vote to take over that cemetery or not. I would suspect that if we don't do that this year it's going to at a minimum come back next year. I believe that Mr. Aloukonis from the Cemetery Trustees is here. But if a cemetery is not able to be under private ownership it comes to us either as a petition or you can take a positive action. At this point I'm recommending that you take a positive action. It's going to come our way. It would be under the Cemetery Trustees similar to the other ones and I think we owe it to the folks in that cemetery to make sure we manage and maintain that properly. If you have any technical questions, Mr. Aloukonis can answer those.

Chairman Morin thanked Mr. Aloukonis for all the work he and the Committee had done in real quick time. Mr. Aloukonis gave an overview of the revived Hudson Cemetery Association which owns the Sunnyside Cemetery. He explained that many cemeteries have seen the same thing happen. That is the legal entity no longer exists. They were required to file returns with the State going into the eighties and they never did. But regardless, there is no longer a legal entity to transfer. So the way to go forward was to bring people together, petition the probate court to reinstate the Hudson Cemetery Association. We started that back in late summer and I really didn't anticipate being here before the election because by mid-December we hadn't heard anything from probate court I thought that essentially all was lost for this year and on December 30th we got notice and last week I was able to turn it around at the Secretary of State's office and we are reinstated. The Hudson Cemetery Association exists and it has been our plan to work towards getting the Town to take this cemetery over. They're no longer lots available to be sold but it is an active cemetery in that there are burials there. We had one this last year, so that is a different way of

operating. We had an eighty year old mow that whole cemetery last year one day. And I don't want to see that happen again. Certainly as we move to the future we have a great contractor taking care of the cemeteries, because that's the Highway Department and they do a marvelous job. Certainly if we move forward they would likely be the organization and certainly there would be additional effort required of them. I can't answer for them of what that would be.

Chairman Morin said we spoke with the Public Works Director earlier in the year and he was all set with it. I did call him again today to make sure and he was still of the same mind that it would not be a problem and they could handle it.

Selectman McGrath asked so what about opening and closing graves? Is that something that we're going to put on our DPW department? Mr. Aloukonis said, no, we have someone who works out there and he is an exclusive grave digger. Mark Coulum is his name and he does work at a number of cemeteries throughout the Nashua area including Hills Farms. It would be my hope that we would continue with him to be the exclusive guy because he's been doing it for so many years, excuse the pun, he knows where the skeletons are buried and he knows the lot lines and where things may be and honestly with any of these old cemeteries it's kind of a guessing game when you do open a grave. But these have been in use 200-300 hundred years in some cases and records were not that prevalent. Selectman McGrath asked is he younger or is he reaching an age where he's not going to be able to continue to do that and if that's the case where would we go? Mr. Aloukonis said he is younger and this is what he does is primarily work with cemeteries. Mr. Aloukonis gave an example of how thorough Mr. Coulum is at the job he does and how he would work with the funeral director to get the job done. So the Town would be strictly maintenance. I would hope that the Hudson Cemetery Association would continue as sort of a friends of to take care of some of the historical record keeping and bringing us forward. We really don't have records. We're working to gather the records on every plot out there. We have maps but they need to be updated and made electronic.

Selectman Roy asked what about repairs? Like repairs to signage or stone walls or things. Who becomes responsible for that? Mr. Aloukonis said he would think the Cemetery Trustees. We have a small budget and what we have done in the past is we've taken care of stones that are broken, that have fallen down, we work to fix them. Highway Department has done some work with stone walls and taking trees down. Certainly there is some work for the future. Sunnyside does have some paved roads that are falling apart, I'm not saying that we should repave them, but maybe there's some other way of doing them out there. There are water lines that don't work. I don't know if it's because they were turned off or if there were breaks to those water lines, I'm not saying we need water lines out there. As we move forward we'll certainly find something. The walls seem to be in good shape. I think it's mostly maintenance at this time.

Selectman McGrath asked if there are a lot of people who visit that cemetery. To put things on graves and maintain the graves. Mr. Aloukonis said he lives right down the street from there and walks through that cemetery on a regular basis and in the morning there are lots of people that walk through but there are a number of family that are there. The people that I'm working with are all people that have family members there. So yes, they are there. Selectman McGrath said the water lines might be a want for the families there. With no further questions Selectman Coutu made a *motion, seconded by Selectman Martin, to forward an article to the warrant to accept a deed from the Hudson Cemetery Association conveying title to the Sunnyside Cemetery. Carried 5-0.*

I. Fiscal Year 2021 Town Warrant and Warrant Article Speaker Designation

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia explained the first part of this discussion is this is the proposed order of the ballot for the warrant. If you've noted basically the first article is for the voting announcement. The date for the deliberative and the official voting Town Meeting. We have I believe three zoning amendments that are going to be coming in so they take up spots two, three and four. Then we start with the Police Facility Expansion and Renovation as a Bond Article it is required to be the first monied article. After that we follow the basic order that we follow every year where we do the operating general fund, sewer fund and water fund budgets followed by labor contracts. This year police and then the Public Works union and typically when we're looking for additional personnel, large ticket items, funding capital reserve funds working our way down to things that may not have a fiscal

impact such as putting the tax rate impact on the ballot or appointing as opposed to electing the Town Treasurer the Lottery and this cemetery will probably be articles 23 and 24 and move the petitions down. Petitions are at the end. So the last one you received will be the last article. This is the proposed order of the warrant which is the standard nomenclature we have been using for quite a few years. So what I'm looking for is do you concur with this or do you want to do something different?

Selectman Roy made a motion seconded by Selectman McGrath to approve the order of the Fiscal Year 2021 Town Warrant. Carried 5-0.

After the vote Mr. Malizia explained that the last two pages of section I in the Board's agenda packet were information only. These pages articulate who's going to be the introductory speaker for each warrant article at the Deliberative Session. Mr. Malizia went on to say that these are typically assigned by the Board's liaison assignments with the exception of the general fund which is always the Budget Committee chair. The rest of them, I've looked at your assignments to make sure they're lined up and in the case where the article really didn't have an assignment, I tried to make sure you all had some equal exposure. So I think the numbers are relatively equal. One person is not going to do one and someone else is doing all the rest. This is again for you to look at if you have any concerns or questions. Petitioners will do their petitions. It's not your responsibility. So if somebody petitioned it they're expected to go speak to it. Again, others can speak this is just the person who introduces it as we've done.

J. Designation of Selectman to Post the Warrant

Chairman Morin recognized Town Administrator, Steve Malizia. Mr. Malizia said we need someone to post the warrant so one of the Selectmen needs to be designated it needs to be posted in public places, the polling place which is the Community Center, Town Hall, the Rogers Library and we put it in the Post Office. It's required to be done on or before January 27th. That is the legal requirement. Typically one Selectman volunteers, I can assist, but somebody needs to be responsible for posting. Selectman Roy said I'll be happy to.

Selectman McGrath made a motion, seconded by Selectman Martin to designate Selectman Roy to post the Fiscal Year 2021 Town Warrant and Budget on or before January 27, 2020. Carried 5-0.

K. Annual Report Dedication

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia said that we're in the process of preparing the Annual Report and most typically we dedicate that report to some notable citizens, most who have passed away. I believe one year we dedicated it to Brad Seabury while he was alive but the practice has been to honor an individual or individuals that have made community contributions. This year I'm recommending that we dedicate the annual report to Harry Chesnulevich and Gary Webster but the Board is certainly free to change that or add or subtract.

Chairman Morin recognized Selectman McGrath who said I'd like to add one. I looked up his obituary. Paul Lessard. Probably most if not all of you don't know him. But I'll read from his obituary. I knew him, well and I served with him on the Town Council. He died on October 11, 2019. In 1974 he moved to Hudson and played an active role within his community coaching youth sports, serving on the Suicide Task Force for ten years and was an elected Council member for the Town of Hudson. One of his proudest accomplishments as a Council Member was implementing an insurance program for volunteer coaches. So I think it's appropriate to add him to the list.

Selectman Coutu made a motion, seconded by Selectman McGrath to dedicate the 2019 Annual Town Report to Harry Chesnulevich, Gary Webster and Paul Lessard. Carried 5-0.

L. Citizen's Traffic Advisory Committee Purpose, Membership, Responsibilities and Guideline's Update

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia stated that Selectman Roy brought this to his attention. This had never been vetted by the Town Attorney. So I took the opportunity to send it to Attorney Lefevre just to fine tune this. You'll see the first three or four pages are just his edits. You can see them clearly. The last two pages are edited. This also has the membership reduced to five. You'll remember you did that. So this reflects that. So this is as updated as it's going to get.

Selectman Coutu asked, do we have alternate? I forgot if I read alternate in here. Mr. Malizia said alternate is in here sir. Five regular members and one alternate.

Selectman Roy said I would just propose one change and it's under the Committee bylaws, number one. All communications between Committee and Town staff be through chair or in the chair's absence through the vice-chair. I would propose that we put the chair or their designee. So if they have a sub-committee that wants to seek out information they don't have to go through the chair to come to a Town employee to get the information. He can designate it at individual within the committee to talk to a Town employee. Selectman Coutu said it usually falls down to the vice chair automatically. Selectman Roy said what if it's another person that's not the vice chair. That's what I'm saying. If it's a sub-committee or it's just they can you find out how many cars go through a certain intersection or whatever. Chairman Morin said we've run into problems with that in the past and I would like to see that we just follow the chain of command because that's how we handled the problems we've had in the past. Because they were just coming at the people. I understand what you're saying but due to problems we've had in the past it hasn't worked that way. Selectman Roy said okay.

Selectman McGrath made a motion, seconded by Selectman Martin to adopt the updated Citizen's Traffic Advisory Committee Purpose, Membership, Responsibilities and Guidelines as recommended by Town Attorney Lefevre. Carried 5-0.

M. Revenues and Expenditures

Chairman recognized Town Administrator, Steve Malizia. Mr. Malizia stated we are halfway through the year. We're 50% done. Motor vehicles are at 51.3% so even with that increase that the Board put in we're doing well against that. Interest is a little bit lagging but I'm not too worried because that's not always a divisible by twelve. It depends on when certain investments mature. Ambulances is about one month behind but if we calculate that month in we'd be a little bit ahead. Again, we're halfway through the year. We're basically starting or restarting the winter. At this point I don't have any cause for alarm. We're still early enough in the year that at this point I can't predict that we're going to be behind. But things can change.

Selectman McGrath said I just have a question. Have we noticed any kind of a reduction for fees for the cable? Cable television. Mr. Malizia said we get a certain percentage of those so cable gets the lion's share of it. We're at almost \$39,000 vs. a budget of \$88,000 so at 45%. Is it a reduction? I'm not sure how they come in. It comes in quarterly so it's not always equal. Selectman McGrath said I'm aware that there's a lot of people cutting their cable. I'm one of them. I know others that are doing the same thing so that might have an effect on our cable.

Selectman Coutu said last page, 15, the only thing I don't understand, this is the General Fund interest. In July it lists as 0%. Mr. Malizia said zero money. We didn't recognize any revenue in that month. That's not uncommon. It's happened before if you look. Selectman Coutu said since we hired this investor we had a zero interest return for a bond? Mr. Malizia said this is the money from the Treasurer not the Trust Fund or any of those folks so the professional money managers are the ones that do trust funds. This is solely the Treasurer. I don't want to imply that we're not making any money on our investments where we have the professional money manager is for trust funds. Selectman Coutu said I just don't understand how we're making a low of \$13,000 to a high of \$42,000. Mr. Malizia said \$42,000 more than likely was a couple of months. It's just the month they book it into the system. It's not always a linear thing. It depends when investments mature.

9. REMARKS BY SCHOOL BOARD

Upon no representative of the School Board present, Chairman Morin asked do you know if they're not coming anymore. Selectman Roy replied it was recommended that they stop coming. Selectman Coutu asked why? Which Selectman Roy replied quite frankly the Chairman wasn't thrilled with the way you spoke to Dr. Orellana when she was here? Selectman Coutu, said who is Dr. Orellana? To which the Chairman explained Darcy, she's a School Board member. Selectman Coutu said that was way back. Chairman Morin said they haven't been here since that's why I was asking. Selectman McGrath said they have been here since. To which Selectman Roy replied yes, Diane's come up a couple of times but not at the Chairman's recommendation. Selectman Coutu said so the Chairman of the School Committee is recommending that they don't attend our meetings. Really. Selectman Roy said yes. He felt that you attacked her and you were not appropriate. Selectman Coutu replied I didn't attack her. I asked a question she couldn't answer and I couldn't understand why she didn't have an answer. It's as simple as that. It's frustration.

10. REMARKS BY TOWN ADMINISTRATOR

Mr. Malizia said I'd just like to remind everyone that the budget hearing for the Town and School are going to be held Thursday, January 16th starting at 7:00PM at the Community Center. This is an opportunity for the public to share your opinion, let the Budget Committee know how you feel. They will be taking their final vote that will be put to the Deliberative Session. I know it's a little early but Deliberative Session for the Town will be Saturday February 8th at 9:00 AM at the Community Center with a potential weather date of Sunday, February 9th at 2:00 PM at the Community Center. Hopefully we don't have to do that.

Just one other note the training we're doing with the Police, Fire and Staff for the mental health, will be kicking off with a session tomorrow and there will be sessions next week and will be ongoing. So that training will be occurring.

11. OTHER BUSINESS/REMARKS BY THE SELECTMEN

Selectman McGrath: Two items. I'm going to reiterate what I said earlier about the open house for the Police Department. I would encourage anyone that wants to go and see what the conditions are at that department that they take advantage of this. It's January 29th 6-8:00 PM. And I mentioned earlier that Brian Groth has been reviewing our policies and procedures concerning planning and they came across something. I think you'll see a difference in the notification process. They don't have to go out by certified mail. The notifications to the abutters. So that's a difference which will result in a savings. That's one of the examples. I don't remember all that he told me. But he's doing a great job and finding a lot of things, practices we've done over the years that he doesn't know that they were actually the right thing to do. So it will be interesting to see what he comes up with and changes that he makes. But that's a big one. And the notifications process in publications. They can post notifications for meetings in different locations. I suggested Senior Center as one of the places as well as the Library and Town Hall and they've got some other places they're considering.

Selectman Roy: I would like to encourage everyone to take the tour of the police station. Reach out to the police department if you can't make that date. I'm sure they can arrange something. I also would encourage voters to look at all the warrant articles and vote with what they think is best. We take a long time, department heads take a long time crafting these things and doing research on what the Town needs. This is what we came up with. I hope people take the time and do the research and vote appropriately.

Selectman Coutu: Couple of things. Most recently it has become obvious that our local weekly newspaper will no longer be publishing. Are we using the Nashua Telegraph as our? Mr. Malizia said actually we're looking at the Union Leader because we've negotiated a lower rate with the Union Leader than the Telegraph. It looks like it's in our interest to go with the Union Leader. Selectman Coutu asked they have a better circulation in Hudson? Mr. Malizia said I think they have an acceptable circulation in Hudson. Selectman Coutu said I've heard the Telegraph has a negative number of people receiving the paper. I think the Lowell Sun has more papers delivered here than the Nashua Telegraph does. Mr. Malizia said we think there's a pretty good readership of the Union Leader and again it is a paper of record in the State. And their rates that they've offered us are better than the Telegraph. We've already started posting there as it's a legal requirement. Mr. Malizia said at some point that might have to change because I don't know what the future of newspapers will be quite frankly. But right now we comply with the law.

Selectman Coutu also said as you know we've had a busy weekend at funeral homes. I want to extend publicly, Condolence to Police Chief William Avery, his mom Edna passed away. And another notable, we attended the wake at, it seems, but we bumped into each other at Claire Gagnon's wake. Claire Gagnon was very active in the local Grange. She had done a considerable amount of volunteer work in our community assisting people in need, families in need. Going to visit people who had no visitors in hospitals. That was a real shocker. She and her husband Dick were good friends and they will be missed. I noted last night, Mr. Chairman that a young man that I watched grow up from almost birth, Matthew Izzo, presented himself before the Conservation Commission, with an Eagle Scout project. We'd like to see Matt come here, making his presentation. I was so impressed with his presentation. He's a very serious young man. What you see is what you get. He's very active in our church, as I am. A great kid. That was fantastic.

Selectman Martin: A couple things. First thing, I have two contracts in hand from the School Department. First contract is the Hudson School Board and the Teamsters. Which seems to be janitors. I don't know if it's janitors or what it is but it's between the School Board and the Teamsters. It's a three year contract. It's 2.75%, 2.75% and 3.00%. I just need a consensus on how the Board would like me to vote on Thursday because I have abstained from these because I didn't have any information from the school side on this. The Board was in consensus to support this.

Selectman Martin went on to say the next contract is the Leadership Team which is all the principals and assistant principals I believe. That's a two year contract with a 2.25% and a 2.25%. The Board was in consensus to support this as well. Selectman McGrath was hesitant to agree, she asked how does this relate to our department heads. Because that's what they are, they're department heads for the schools. Mr. Malizia said last year you negotiated a five year deal with your department heads that averaged 3.00%. When I say department heads I refer to the folks that are in the Hudson Supervisor/Town/Police/Fire. I believe we adjusted some of the steps in the out years. So that 2.25% is .75% less per year than we gave or you gave to the supervisors unit last year. Selectman McGrath said she'll agree to the 2.25% but if this were higher she wouldn't agree.

Selectman Martin also said, come on down Thursday evening and see us at the Community Center and Happy New Year to everyone. And I just want to say thank you to our Police, our Fire department and our Public Works department for the safe holiday we had. Luckily there was no snow emergencies or things going on with the snow. Great job to the employees who were working the holidays while we were home. So thank you.

Selectman Morin: I just want to mention the Public Works. Those were two very trying storms that they've had so far between the ice and the long duration and again they got things done and got us opened up and out. And the other thing is with the passing's, since just before Thanksgiving, right up to the other day, with relatives within Police and Fire there has been a considerable amount and we lost Firefighter Don, Doc, Mason. We lost Harry Chesnulevich and then Mrs. Gagnon just the other day. She actually did 52 years on the Grange and did a lot for the community. She was the one that spearheaded all the awards for our employees every year. She's a great loss to the community. We have the wife of a firefighter tomorrow. We've lost a son, mothers, it's been a very tragic two months for the Town departments.

12. NONPUBLIC SESSION

Selectman Martin made a motion, seconded by Selectman Roy to go into non-public meeting session under RSA 91-A:3II(b) the hiring of any person as a public employee. Chairman Morin asked for a roll call vote. Motion carried 5-0.

Nonpublic Session was entered at 9:23 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 was asked to leave the room.

Chairman Morin brought the meeting back into open session at 9:50 p.m.

Selectman Martin made a motion seconded by Selectman Roy, to approve the hiring of Andrew Silver for the position of Firefighter/AEMT in the Fire Department at the contracted salary of \$20.55 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154 as per the union contract. Carried 5-0.

13. ADJOURNMENT

Selectman Coutu made a motion to adjourn at 9:50 p.m. This was seconded by Selectman Martin. Motion carried 5-0.

Recorded by HCTV and transcribed by Jill Laffin, Executive Assistant.

David S. Morin, Chairman

Kara Roy, Vice-Chairman

Roger E. Coutu, Selectman

Marilyn E. McGrath, Selectman

Norman G. Martin, Selectman

DRAFT

TOWN OF HUDSON
12 School Street
Hudson, New Hampshire 03051
603-886-6024

SELECTMEN'S OFFICE
TOWN OF HUDSON

DEC 04 2019

RECEIVED

Agenda ✓
1-14-20

6C1

Agenda
1-28-20

7-B

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

Please complete the following information in full and return application to the Zoning Department.

1. Applicant MATTHEW D. REDDIE DOB 9/16/66
2. Applicant's Address 10 NATHANIEL DR.
Home Phone # 603-860-1772 Business Phone # 603-860-1772
3. Goods sold in the Name of SPRING HILL CATERING INC
Address & Phone # if different from Self _____
4. Type of Vending Operation/Merchandise to be sold MOBILE FOOD TRUCK
5. Description of Stand or Vehicle (include Make/Model) 2015 GMC SIERRA CATERING TRUCK
License # SHC-2 Registration # _____
6. Date of Sales YEAR ROUND
7. Proposed Location(s) of Sales (be specific) CLECO INDUSTRIES, CSI, JIM'S METALS, DPW
GILCHAST METAL FAB.
8. Approximate length of time at each Location 10 MIN

• If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.

• Include copy of valid New Hampshire Hawker/Peddler/Itinerant Vendor's License* obtained through the Secretary of State's Office (271-3242), and in the case of sales relating to foods or beverages, a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).

• Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.

• Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.

*Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-II)

I, the undersigned, certify that all information provided in this application is true and complete to the best of my knowledge. I understand that any false statement will be considered sufficient grounds to refuse issuance of a license to operate within the Town of Hudson, New Hampshire.

Name MATTHEW D. REDDIE Date 11/30/19

E-mail Address MATTATNE FIRE PRO @ G-mail . com

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

State License (Date of expiration) 12 / 26 / 19

Health License (Date of expiration) 1 / 31 / 20

Owner's Permission _____

Recommended

Not Recommended w/reasons _____

Ben Guttet _____

Zoning Administrator

Date

12-5-19

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

Not Recommended w/reasons _____

Chief of Police

Date

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

State License _____ (Date of expiration) ____/____/____

Health License _____ (Date of expiration) ____/____/____

Owner's Permission _____

____ Recommended

____ Not Recommended w/reasons _____

Zoning Administrator _____

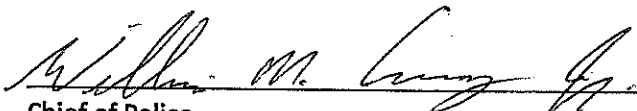
Date _____

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

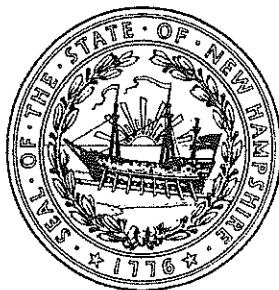
Recommended

____ Not Recommended w/reasons _____


Chief of Police

12/5/19
Date

The State of New Hampshire
Hawker & Peddler State License
Department of State



Matthew Redding
(not valid unless signed by Applicant)

Date December 23, 2019

This certifies that in accordance with RSA Chapter 320

Matthew Redding of 10 Nathaniel Dr. Hudson NH 07051
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said Matthew Redding to sell, throughout the state, any goods, wares
and merchandise, the sale of which is not prohibited by the laws of this state.

Date of Birth 09/16/1966 Height 6' Weight 230

Color of Hair Blond Color of Eyes **Blue**

Distinguishing Characteristics **none**

License Number **2019/485**

This License Expires December 23, 2020

A handwritten signature in black ink, appearing to read "D. Scanlon", written over a horizontal line.

Deputy Secretary of State

This license may be laminated



New Hampshire Department of Health and Human Services
FOOD PROTECTION SECTION
29 Hazen Drive
Concord, NH 03301-6503
603-271-4589

Food Service License

This certificate of license has been issued to

SPRING HILL CATERING INC

known as

SPRING HILL CATERING

located at


10 NATHANIEL DR in HUDSON in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

This license will be in force to January 31, 2020



Establishment Type **16D3 Cook Unit**
Seating **0**
Facility ID **FA0003245**


Colleen Smith, Administrator
Food Protection Section
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE



New Hampshire Department of Health and Human Services
FOOD PROTECTION SECTION
29 Hazen Drive
Concord, NH 03301-6503
603-271-4589

Food Service License

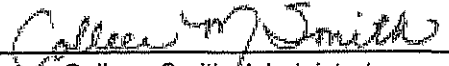
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Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.

This license will be in force to January 31, 2021

Establishment Type 16D3 Cook Unit
Seating 0
Facility ID FA0003245


Colleen Smith, Administrator
Food Protection Section
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE



Agenda
1-28-20
RECEIVED
JAN 10 2020
8.A

TOWN OF HUDSON

Engineering Department

TOWN OF HUDSON
SELECTMEN'S OFFICE

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



INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: January 28, 2020 *E 20*

RE: Acceptance of the 2020 Exotic Aquatic Plant Control Grant from NHDES

Attached please find the Grant Agreement from the NHDES for the acceptance of the Exotic Aquatic Plant Control Grant. With this grant, the Town will receive up to a 40% cost match in 2020 for herbicide treatment and DASH (Diver Assisted Suction Harvesting) services for Robinson and Ottarnic Ponds. The Town portion of the costs will come from the Conservation Commission Professional Services budget. The total grant amount will be for up to \$22,634.00, and will be broken down as follows:

Herbicide (Chemical) Treatment:

Robinson & Ottarnic Ponds:

Total Treatment Cost: \$ 33,987.00
Herbicide Grant Award: \$ 13,594.00
Town Cost: \$ 20,039.00
Contractor: Solitude Lake Management

DASH

Robinson & Ottarnic Ponds:

Total DASH Cost: up to \$ 22,600.00
DASH Grant Award: \$ 9,040.00
Town Cost: \$ 13,560.00
Contractor: Aqualogic

Motion:

For the Board of Selectmen to accept the Exotic Aquatic Plant Control Grant from the NHDES for services this spring/summer.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 3, 2020

RE: 2020 Exotic Aquatic Plant Control Grants

Dear Mr. Dhima:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2020. Below is a breakdown of total project cost(s), grant award (40% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	Diver/DASH
Total Cost	\$33,987.00 (up to 19 acres with Flumioxazin and Sonar in Otternic Pond and 15 acres with Depth Charge in Robinson Pond)	\$22,600.00 (25 days of diver/DASH work between both Robinson and Otternic as needed)
Grant Award	\$13,594.00	\$9,040.00
Local Cost	\$20,039.00	\$13,560.00
Service Provider	SOLitude Lake Management	Aqualogic

Total Grant Award: \$22,634.00

DES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2020.

PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW:

1. Please print the Grant Agreement, Exhibits and Certificate of Authority (attached to email and specified below), on plain white paper, *single-sided*, and complete as detailed below:
2. **Grant Agreement:** To be completed before a Notary Public. Please have the appropriate person in your organization complete lines 1.11 through 1.13.2 of the Grant Agreement in the presence of a notary.
 - a. This requires the name, position and signature of the individual authorized to sign for your group.
 - b. This same person must initial and date the bottom right of each of the four pages of this document (note that it says “contractor initials,” this is indeed the person signing for your group, not the hired entity who does the work). The person who signs the Grant Agreement is the “contractor” for the project, and should be the one who initials and dates each page. It *does not* mean the contractor who is hired to do the work.
 - c. This document needs an acknowledgement by a Notary Public.

3. **Exhibits:** Each of the three pages in the Exhibits document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #2 above, and should have the same date as the Grant Agreement.
4. **Certificate of Authority:** To be completed before a Notary Public. This is a certificate that verifies that the person who signs the Grant Agreement in #2 above is in a position that is authorized to do so. This form must be completed by someone other than the person who signed the Grant Agreement and Exhibits.

For example: If the President of your organization filled out the Grant Agreement and initialed and dated the four pages of the Grant Agreement, and initialed and dated the three pages of the Exhibits, then *someone else* like the Treasurer, Vice President, Secretary, or other officer will serve as the “certifying officer” and can fill out the Certificate of Authority, verifying, in their own capacity, that the President was authorized to sign the Grant Agreement and initial the Exhibits. *The person who fills out the grant agreement cannot fill out this Certificate, they can only be named on it as the person authorized to sign the grant agreement.*

Specifically, the certifying officer will:

- a. Write the OFFICE of the person who signed the Grant Agreement on line (3) of the Certificate of Authority.
- b. Print the NAME of the person who signed the Grant Agreement on line (5) of the Certificate of Authority.
- c. Fill out the rest of this form with their own information (name, position in the group), doing so before a Notary Public. *Also note that if someone does this separately, it needs to ultimately hold the same date, or a date prior to the one shown on the signed Grant Agreement and initialed Exhibits, so the Certificate of Authority cannot be dated after the Grant Agreement and Exhibits are executed.*

Items 2, 3 and 4 should be completed and returned to my attention at the address below no later than February 14, 2020.

All payments/disbursements will be made on a reimbursement basis upon submission of appropriate invoicing for services or materials rendered, and the appropriate match percent will be applied to each invoice received by DES.

Please note that the contractual process cannot begin until we have all of the completed paperwork from your group. Your rapid attention in preparing these documents and returning them to me is much appreciated, and it will aid in expediting this frequently lengthy grant approval process.

I will be working on preparing and/or updating (as appropriate) a long-term management plan for your waterbody. Once it is fully drafted, I will be sending it to you electronically for review. In late February, I will be sending it to the contractor(s) who will be performing the control actions for your waterbody, so they can use it for planning purposes.

If you have not already done so, please confirm with the contractor(s) listed above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2020.

If you have questions at any point during the grant process, or would like clarification on how to complete the paperwork, please do not hesitate to contact me at Amy.Smagula@des.nh.gov or at 603-271-2248. *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,



Amy P. Smagula
Exotic Species Program Coordinator

CERTIFICATE OF AUTHORITY

I, _____, _____ of the _____, do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

- (1) I am the duly elected _____ ;
(Office)
- (2) at the meeting held on _____, the _____ voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the _____ further authorized the _____ to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the _____ of
(Office of Certifying Officer)
the _____, this _____ day of _____.
(Organization)

(Signature of Certifying Officer)

STATE OF _____

County of _____

On this the _____ day of _____, before me _____
(Notary Public)

the undersigned officer, personally appeared _____ who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the _____ of the Organization being authorized so to do,
(Office)

executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

(Notary Public Signature)

Commission Expiration Date:
(Seal)

Subject: CONTROL OF INVASIVE AQUATIC PLANT IN 2020 GROWING SEASON

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Town of Hudson		1.4 Grantee Address 12 School Street Hudson, NH 03051	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$22,634
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number (603) 271-2248	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor	
<p>1.13 Acknowledgment: State of _____, County of _____</p> <p>On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace			
(Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
		Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By:		Attorney, On: / /	
1.17 Approval by the Governor and Council			
By:		On: / /	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Exhibit A
Scope of Services

1. The Town of Hudson is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil and fanwort, both invasive aquatic plants, have become a nuisance problem in various portions Robinson and Otternic Ponds, and the grantee is seeking grant funds to assist in control efforts in 2020.
3. The grantee shall ensure that the contractors (selected through a competitive bid process) adhere to the following project-specific tasks:

For herbicide treatment in Robinson Pond and Otternic Pond in 2020, the grantee will ensure that SÖLitude Lake Management performs the following tasks:

- Task 1 Prepare and file Special Permit application(s) with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task 2 Perform chemical treatment of the subject waterbodies per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task 3 Conduct pre- and post-treatment surveys and submit the required written reporting to the State per the bid specifications.
- Task 4 Perform post-treatment herbicide residue sample collection as required by permit.

For the diver work in 2020, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1 Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
- Task 2 Notify NHDES within 5 business days of when the work is completed by submitting a daily dive report for work that was performed, per the reporting examples provided in the Weed Control Diver course.

4. NHDES will provide monetary support up to the amount specified in this document.

Should the cost of the herbicide or diver work be lower than the bids for those projects, remaining grant funds may be used match costs associated with other NHDES approved milfoil control projects in the above referenced waterbodies.

Initials: _____

Date: _____

Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the Town of Hudson up to \$22,634, within 30 days of receiving a copy of the contractor's invoice(s) for completion of the tasks outlined in #3 above.

The grantee is responsible for paying the contractor.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau
E-mail: Amy.Smagula@des.nh.gov

Invoices shall be approved by the Grant Officer before payment is processed.

Initials: _____

Date: _____

Exhibit C
Special Provisions

Paragraph 17 is waived with respect to the Grantee. However, the Grantee shall ensure that the contractor or subcontractor hired by the Grantee to perform the work shall meet the insurance requirements of Paragraph 17.

Initials: _____
Date: _____



RECEIVED

JAN 10 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE



8.B

TOWN OF HUDSON
Engineering Department

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

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen Chairman

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

DATE: January 28, 2020 E20

RE: Contract Approval for DASH and Herbicide Treatment for removal of
milfoil at Ottarnic Pond and Robinson Pond

Attached are the contract agreements for Solitude Lake Management for the herbicide treatment and Aqualogic for the DASH (Diver Assisted Suction Harvesting) work at Robinson and Ottarnic Ponds.

These contractors were selected by the NHDES, and the services are covered by the Exotic Aquatic Plant Control Grant for a 40% cost match up to \$22,634.00.

Motion:

To approve and sign the attached 2020 contracts for:

- Solitude Lake Management for herbicide treatment for Robinson and Ottarnic Pond up to \$33,987.00.
- Aqualogic for DASH work for both Robinson and Ottarnic Ponds up to \$22,600.00.

The cost for these contracts will be covered by the NHDES Exotic Aquatic Plant Control Grant at a 40% cost match up to \$22,643.00, and the Town portion will be covered through the Conservation Commission Professional Services account (Acct. # 5586-252).

Cmdty	5586 Conservation Commission	Unit	Price/Unit	Sub TTL	FY19	FY20	% Change	
1XX	Temporary Part-time Salary and Taxes				0	0	0.0%	
202	Small Equipment Protective gear and other typical trail maintenance equipment, i.e. hand shovels and shears				2,150	1,000	-53.5%	
217	Assoc Dues and Fees NH Association of Conservation Commissions				1,327	1,327	0.0%	
235	Registration Fees NH Conservation Commission Annual meetings and other related seminars				200	500	150.0%	
252	Other Professional Services Volunteer Lake Assessment Program water testing Lake Host Program Invasive Weed Control (Herbicide at Ottarnic Pond and DASH at Robinson and Ottarnic Ponds) Town Land Stewardship					35,600	48,626	36.6%
				1,900				
				8,726				
				38,000				
	Summary							
	Salary and Benefits				0	0	0.0%	
	Operating Budget				39,277	51,453	31.0%	
	Total				39,277	51,453	31.0%	

Invasive Weed Control (Herbicide at Ottarnic Pond and DASH at Robinson and Ottarnic Ponds)

FY20 budget should be (5586-252)

Herbicide Treatment for Robinson and Ottarnic Pond	23,000
DASH for Robinson and Ottarnic Pond	15,000
Gross Appropriation	<u>38,000</u>

FY20 revenue should be (4659-06)

Herbicide Treatment for Robinson and Ottarnic Pond (25% match)	5,750
DASH for Robinson and Ottarnic Pond (25% match)	3,750
Gross Appropriation	<u>9,500</u>



NEW HAMPSHIRE PUBLIC LAKE TREATMENT CONTRACT

PROPERTY NAME: ROBINSON POND, Hudson, NH (T1122)

CONTRACT TERM: November 15, 2019 through November 30, 2020

SUBMITTED TO: Doreena Stickney, Town of Hudson

SUBMITTED BY: Pete Beisler, Environmental Scientist

SPECIFICATIONS: The scope of work described below includes services for performing a **Depth Charge (2,4-D & flumioxazin)** aquatic herbicide treatment to control several invasive aquatic weeds in **Robinson Pond** during the 2020 season.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Preparing and filing a Special Permit Application and supporting documentation with the NH Division of Pesticide Control.
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

Lake Aquatic Weed Control:

1. Growth of invasive aquatic weeds specified by NHDES shall be treated and controlled through the application of **Depth Charge (2,4-D & flumioxazin) aquatic herbicide** as required for control of the specific varieties of aquatic weeds found in the lake at the time of application.
2. **Depth Charge herbicide** will be applied at a targeted rate of **25.7 qts/ac (assuming a 5-foot average depth)** to achieve long-term control of variable milfoil present at the time of application.
3. Application will be performed using SOLitude's specially designed and calibrated treatment systems and boats. GPS systems will be used to provide real-time navigation and to record treatment passes.
4. Pre-treatment inspection of designated areas will occur prior to treatment.
5. Notification of affected abutters and Town officials via certified mail – return receipt will occur prior to treatment in accordance with Special Permit conditions.
6. Publication of legal notices in a local newspaper for two consecutive weeks will occur prior to treatment in accordance with Special Permit conditions.
7. Shoreline posting will be coordinated and performed by SOLitude prior to treatment in accordance with Special Permit conditions.

Post-Treatment Survey, Herbicide Residue Testing and Reporting:

1. A post-treatment survey of the treatment areas will be performed to assess the level of target plant control achieved and to document impact to non-target plants. This survey will be performed in accordance with Special Permit conditions.
2. SOLitude will hire an independent, NELAC accredited laboratory to collect and analyze water samples for herbicide residues following treatment in accordance with Special Permit conditions. Copies of sample results will be provided to the client via email as soon as they are available from the lab.
3. A project-completion report will be prepared that details the treatment program performed, provides results of the herbicide residue testing and summarizes results of the treatment program. The report will be prepared and submitted in accordance with Special Permit conditions.

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Client Responsibilities:

1. **Client will be responsible for the following:**
 - a. **Providing information required for the permit application process upon request.**
 - b. **Providing Certified Abutters List and copy of Town Tax Maps for abutter notification as required and certifying to the best of their knowledge that the abutters list is accurate to date (by no later than February 1st).**
 - c. **Assisting with querying abutting property owners as to their source of domestic water.**
 - d. **Providing a copy of the Long-Term Management Plan (LTMP) prepared by DES.**
 - e. **Client will be responsible for putting up posters around the shoreline of the treatment areas in advance of treatment, with pre-printed signs provided by SÖLitude.**
 - f. **If clients are not able to post the treatment poster, SÖLitude will provide this service at an additional cost agreed upon prior to posting.**
 - g. **Provide bottled drinking water or alternate water to affected abutters for the duration of the restriction periods resulting from this treatment program, as required by conditions of the Special Permit.**

General:

1. Contractor is a licensed pesticide applicator in the state of New Hampshire.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics in New Hampshire.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
8. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
9. Client understands and acknowledges that there are drinking and irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if abutters use lake water for drinking or irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
10. Although there is no direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of

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dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and well-being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

- 11. Contractor will maintain general liability and workman's compensation insurance.
- 12. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
- 13. Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- 14. The term of this agreement is for a period of twelve (12) months, with payment to be made within thirty (30) days of the invoice date. Please see the Payment Schedule section below.
- 15. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SOLitude Lake Management for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

Service & Payment Schedule:

DEPTH CHARGE (flumioxazin & 2,4-D) Treatment

Task 1: Prepare and file Special Permit application with NH DPC - inclusive of required direct mailing to a maximum of up to **50** abutters and publication of 1 newspaper legal notice. *(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)*

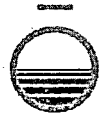
February-March	\$1,480.00	Payment due upon completion
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> If the entire contract cannot be signed at this time, please sign here to approve only the permitting Task 1 (this will allow SOLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given; Remaining Tasks will need to be signed no later than 1 month prior to targeted treatment date to allow time for proper notification process)

Authorized signature

Date

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Task 2: Perform chemical treatment of up to 15 acres with **Depth Charge @ 25.7 qts/ac (assuming a 5-foot average depth)**- inclusive of required certified mailings to a maximum of 50 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; please note that less acreage may require higher application rate; notifying additional abutters via certified mail will carry an additional cost per abutter)

June \$14,480.00 Payment due upon completion

Task 3: Perform herbicide residue testing, assuming 2 sampling rounds and analysis of 4 samples for each active ingredient (**8 samples total**) is required.

(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SOLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will additional charges of \$300/sample analyzed and \$350-\$500 per sample collection round.)

July \$3,200.00 Payment due upon completion

Task 4: Perform post-treatment survey and submittal of the required written project completion report to the State.

Late October \$1,050.00 Payment due upon completion

Total: \$20,210.00*

**Note: adjustments to the program cost will be confirmed with the Client in advance; payment is due within 30 days of an invoice date*

DEPTH CHARGE TREATMENT APPROVED:

Marc D Belland SOLitude Lake Management®
Town of Hudson
(Authorized Signature)

(Print Name and Title) (Date)

➤ Don't forget, we need your help with the following tasks and deadlines! Thank you in advance!	
Task	Due date
✓ Return signed permit application signature page	January 17 th
✓ Written approval to proceed with permitting or signed contract	January 17 th
✓ Signed contract, if not received with permitting approval	January 17 th
✓ Updated abutters list	February 1 st

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Robinson Pond Hudson

Robinson_Pond_Map_for_2020_Herbicide_Bid



0 0.1 0.2
Miles

HERBICIDE TREATMENT BID NOTE

PLEASE PROVIDE A BID FOR PERFORMING
AN HERBICIDE TREATMENT IN 2020 AS OUTLINED BELOW:

TARGET SPECIES: FANWORT AND VARIABLE MILFOIL
TREATMENT ACRES: UP TO 15 ACRES
MEAN DEPTH OF TREATMENT AREAS: 4 FEET
TREATMENT DETAIL: MID JUNE

TREATMENT AREAS MAY BE SMALLER THAN
THE FOOTPRINT SHOWN, AND WILL BE FINALIZED BASED
ON FIELD SURVEYS PRIOR TO TREATMENT.

PLEASE PROVIDE ANY ADDITIONAL PRODUCT OPTIONS
AND APPLICATION RATES THAT YOU DEEM APPROPRIATE
FOR THIS SITE, AS WELL AS A LINE-ITEM BUDGET SHOWING
PROJECTED COSTS.

BIDS ARE DUE AT NHDES, CARE OF AMY SMAGULA AT
AMY.SMAGULA@DES.NH.GOV BY FRIDAY NOVEMBER 15, 2019.



PURCHASE ORDER

(Pending Posting Process)

PO No: **CON20014**

TO: SOLitude Lake Management LLC
1320 Brookwood Drive Ste H
Little Rock, AR 72202

Date: 1/10/2020
Dept. Of: Conservation, Other
Job No:

Ship Via: Standard Shipping
Terms: Standard Terms

Comment: Open P.O. - Robinson Pond - Herbicide Treatment

Contact:
Vendor ID: A01905 (508) 865-1000
1099 Eligible: No

BILL TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

Attention:

Requested By: dstickney

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Contract	Robinson Pond - Herbicide Treatment	1.0000	20,210.0000	20,210.00
Debit Account No: 06-4619-5586-252-000		Desc: Conserv Comm, Prof Services		
2020 Exotic Aquatic Plant Control Program; Reimbursable @ 40% via grant from the NHDES.				
			Total	20,210.00

Department Head

Board of Selectmen

Finance Director

Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen



NEW HAMPSHIRE PUBLIC LAKE TREATMENT CONTRACT

PROPERTY NAME: Offernic Pond - Hudson, NH (O2148)

CONTRACT TERM: November 15, 2019 through November 30, 2020

SUBMITTED TO: Doreena Stickney, Town of Hudson

SUBMITTED BY: Pete Beisler, Environmental Scientist

SPECIFICATIONS: The scope of work described below includes services for performing a **Red Eagle Flumioxazin 51% WDG-NonCrop (flumioxazin)** and **Sonar H4C (fluridone)** herbicide treatment in June to control invasive fanwort and variable milfoil in **Offernic Pond** during the 2020 season. Due to only moderate efficacy from the 2019 treatment, prices have been greatly reduced for the 2020 treatment program.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Preparing and filing a Special Permit Application and supporting documentation with the NH Division of Pesticide Control.
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

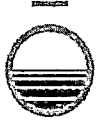
Lake Aquatic Weed Control:

1. Growth of variable milfoil and fanwort specified by NHDES shall be treated and controlled through the application of **Red Eagle Flumioxazin 51% WDG-NonCrop (flumioxazin)** and **Sonar H4C (fluridone)** aquatic herbicides.
2. **Red Eagle Flumioxazin 51% WDG-NonCrop (flumioxazin)** and **Sonar H4C (fluridone)** aquatic herbicide will be applied at the manufacturer's recommended rate to achieve long-term control of variable milfoil and fanwort present at the time of application.
3. Application will be performed using SOLitude's specially designed and calibrated treatment systems and boats. GPS systems will be used to provide real-time navigation and to record treatment passes.
4. Pre-treatment inspection of designated areas will occur prior to treatment.
5. Notification of affected abutters and Town officials via certified mail – return receipt will occur prior to treatment in accordance with Special Permit conditions.
6. Publication of legal notices in a local newspaper for two consecutive weeks will occur prior to treatment in accordance with Special Permit conditions.
7. Shoreline posting will be coordinated and performed prior to treatment in accordance with Special Permit conditions.

Post-Treatment Survey, Herbicide Residue Testing and Reporting:

1. A post-treatment survey of the treatment areas will be performed to assess the level of target plant control achieved and to document impact to non-target plants. This survey will be performed in accordance with Special Permit conditions.
2. SOLitude will hire an independent, NELAC accredited laboratory to collect and analyze water samples for herbicide residues following treatment in accordance with Special Permit conditions. Copies of sample results will be provided to the client via email as soon as they are available from the lab.

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3. A project-completion report will be prepared that details the treatment program performed, provides results of the herbicide residue testing and summarizes results of the treatment program. The report will be prepared and submitted in accordance with Special Permit conditions.

Client Responsibilities:

1. **Client will be responsible for the following:**
 - a. **Providing information required for the permit application process upon request.**
 - b. **Providing Certified Abutters List and copy of Town Tax Maps for abutter notification as required and certifying to the best of their knowledge that the abutters list is accurate to date.**
 - c. **Assisting with querying abutting property owners as to their source of domestic water.**
 - d. **Providing a copy of the Long-Term Management Plan (LTMP) prepared by DES.**
 - e. **Client will be responsible for putting up posters around the shoreline of the treatment areas in advance of treatment, with pre-printed signs provided by SÖLitude.**
 - f. **If clients are not able to post the treatment poster, SÖLitude will provide this service at an additional cost agreed upon prior to posting.**
 - g. **Provide bottled drinking water or alternate water to affected abutters for the duration of the restriction periods resulting from this treatment program, as required by conditions of the Special Permit.**

General:

1. Contractor is a licensed pesticide applicator in the state of New Hampshire.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics in New Hampshire.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
8. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
9. Client understands and acknowledges that there are drinking and irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if abutters use lake water for drinking or irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of

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treated water being used by the client for irrigation without the consent or knowledge of the contractor.

- 10. Although there is no direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and well-being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.
- 11. Contractor will maintain general liability and workman's compensation insurance.
- 12. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
- 13. Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- 14. The term of this agreement is for a period of twelve (12) months, with payment to be made within thirty (30) days of the invoice date. Please see the Payment Schedule section below.
- 15. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SOLitude Lake Management for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

Service & Payment Schedule:

Herbicide Treatment

Task 1: Prepare and file Special Permit application with NH DPC - inclusive of required direct mailing to a maximum of up to 50 abutters and publication of 1 newspaper legal notice. *(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)*

January/February	\$850.00	Payment due with contract signing
------------------	----------	-----------------------------------

► **If the entire contract cannot be signed at this time, please sign here to approve only the permitting Task 1 (this will allow SOLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given)**

Authorized signature

Date

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Task 2: Perform chemical treatment of up to **19.5** acres with **Flumioxazin 51% WDG-NonCrop (Flumioxazin)** and **Sonar H4C (Fluridone)** herbicides- inclusive of required certified mailings to a maximum of **50** abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

(Note: notifying additional abutters via certified mail will carry an additional cost per abutter)

June \$10,252.00 Payment due upon completion

Task 3: Perform herbicide residue testing, assuming **3** sampling rounds and analysis of **4** samples total is required

(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SOLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will additional charges of \$350/sample analyzed and \$350-\$500 per sample collection round.)

July \$2,150.00 Payment due upon completion

Task 4: Perform post-treatment survey and submittal of the required written project completion report to the State.

Late October \$525.00 Payment due upon completion

Total: \$13,777.00*

**Note: adjustments to the program cost will be confirmed with the Client in advance; payment is due within 30 days of an invoice date*

TREATMENT PROGRAM APPROVED:

Marc D Belland SOLitude Lake Management®

(Authorized Signature) Town of Hudson

(Print Name and Title) (Date)

> Don't forget, we need your help with the following tasks and deadlines! Thank you in advance!

<u>Task</u>	<u>Due date</u>
✓ Return signed permit application signature page	January 17 th
✓ Written approval to proceed with permitting or signed contract	January 17 th

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- ✓ Signed contract, if not received with permitting approval
- ✓ Updated abutters list

January 17th


February 1st


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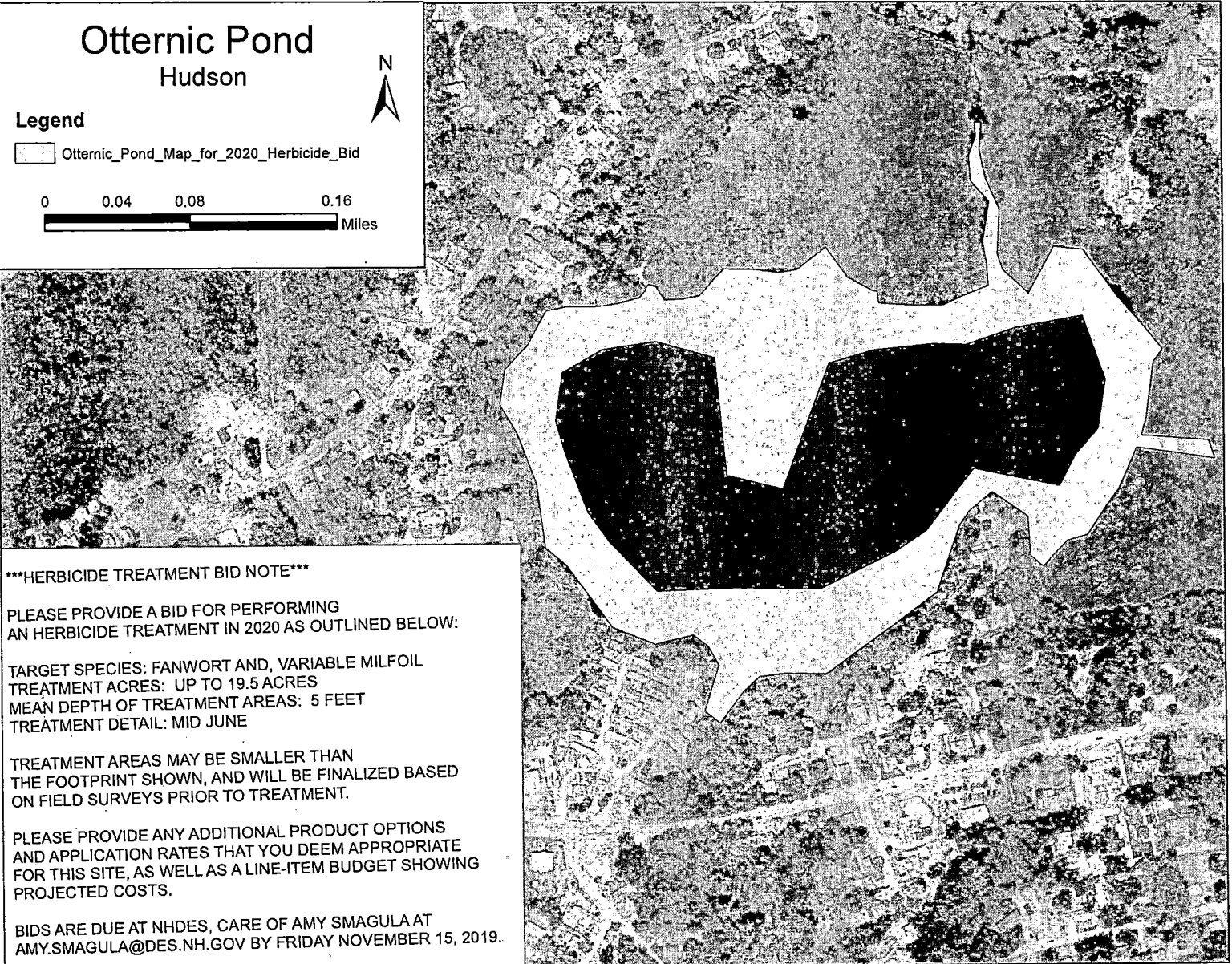
Otternic Pond Hudson



Legend

 Otternic_Pond_Map_for_2020_Herbicide_Bid

0 0.04 0.08 0.16
 Miles



HERBICIDE TREATMENT BID NOTE

PLEASE PROVIDE A BID FOR PERFORMING
AN HERBICIDE TREATMENT IN 2020 AS OUTLINED BELOW:

TARGET SPECIES: FANWORT AND, VARIABLE MILFOIL
TREATMENT ACRES: UP TO 19.5 ACRES
MEAN DEPTH OF TREATMENT AREAS: 5 FEET
TREATMENT DETAIL: MID JUNE

TREATMENT AREAS MAY BE SMALLER THAN
THE FOOTPRINT SHOWN, AND WILL BE FINALIZED BASED
ON FIELD SURVEYS PRIOR TO TREATMENT.

PLEASE PROVIDE ANY ADDITIONAL PRODUCT OPTIONS
AND APPLICATION RATES THAT YOU DEEM APPROPRIATE
FOR THIS SITE, AS WELL AS A LINE-ITEM BUDGET SHOWING
PROJECTED COSTS.

BIDS ARE DUE AT NHDES, CARE OF AMY SMAGULA AT
AMY.SMAGULA@DES.NH.GOV BY FRIDAY NOVEMBER 15, 2019.



PURCHASE ORDER

(Pending Posting Process)

PO No: **CON20015**

Date: 1/10/2020

Dept. Of: Conservation, Other

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment: Open P.O. - Otternic Pond - Herbicide

TO: SOLitude Lake Management LLC
1320 Brookwood Drive Ste H
Little Rock, AR 72202

Contact:

Vendor ID: A01905 (508) 865-1000

1099 Eligible: No

BILL TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

Attention:

Requested By: dstickney

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Contract	Otternic Pond - Herbicide Treatment	1.0000	13,777.0000	13,777.00

Debit Account No: 06-4619-5586-252-000

Desc: Conserv Comm, Prof Services

2020 Exotic Aquatic Plant Control Program; Reimbursable @ 40% via grant from the NHDES.

Total 13,777.00

Department Head

Board of Selectmen

Finance Director

Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen



Contract for Services

(Robinson and Ottarnic Ponds, Hudson NH)

THIS Contract between Aqualogic Inc., Milfoil Contractor, Johnsbury NY (referred to as "Aqualogic" from here) and the Town of Hudson, Hudson NH (referred to as "TOWN OF HUDSON" from here) for 2020.

- 1) Services: TOWN OF HUDSON together with the New Hampshire Department of Environmental Services (NHDES), shall have the sole authority to dictate direction of the work covered by this Contract, that is to be completed by Aqualogic as authorized by current NHDES plant removal permit(s) issued to the TOWN OF HUDSON, a copy of which will be furnished to Aqualogic at least thirty (30) days prior to the commencement of work. Services will consist of Aqualogic's "Diver/DASH day" as defined below:

Diver/DASH Day

Description of Diver/DASH day:

- Each workday includes up to 2 hours of preparation, area survey and clean up, and 6 hours of total dive time. Tenders record when the diver enters and exits the water.

Team Information

Number of Divers	<u>2</u>
Number of Surface Support Personnel	<u>1</u>
Other Staff	<u>0</u>

Personnel Info:

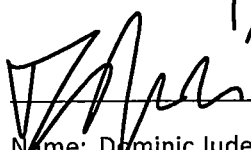
- The work crew consists of 3 on-site personnel. Two members (safety diver and tender) are on the DASH vessel during operation with one member (head diver) in the water.
- Personnel Certifications – Divers are Open Water and Weed Control Certified. The head diver has a Commercial Boating License. All team members are CPR/AED/First Aid trained and certified per OSHA regulations. Aqualogic is approved by the NHDES and meets all local and federal regulations.

- 2) Diver/DASH Day Rate: TOWN OF HUDSON shall pay the Aqualogic for its services a fee of Nine Hundred (\$900.00) per day for up to twenty five (25) days of work with a one-time set up fee of One Hundred dollars (\$100.00) payable within ten (10) days of TOWN OF HUDSON's receipt of Aqualogic's invoice.
- 3) Contract Period: Work shall commence on or after April 15, 2020 and finish before Nov. 30 2020. The TOWN OF HUDSON may extend the term of this contract at the rate above based on the availability of Aqualogic Divers.

- 4) In case of inclement weather or equipment failure, TOWN OF HUDSON will only be charged for days worked.
- 5) Payment cycle: The TOWN OF HUDSON shall pay Aqualogic according to the following schedule of payment, the total contract amount of which shall not exceed \$22,600.00.
- 6) Aqualogic shall submit invoices to the TOWN OF HUDSON on a weekly basis, calculated in half day, full day increments. Invoices shall include harvest reports for each day worked and a harvest map for the week. Payment shall be made within ten (10) days of acceptance of a complete invoice. Harvest reports shall comply with the terms of conditions of the NHDES permit.
- 7) Aqualogic (including agents and employees) is not an employee of TOWN OF HUDSON and is not entitled to any benefits or other payments associated with an employer-employee relationship. Aqualogic is solely responsible for worker's compensation insurance and other insurances that apply to performance under this contract. Aqualogic is responsible for any and all licenses and permits required under state or federal law for any operations carried out under this contract, except for the DES permit obtained by the TOWN OF HUDSON.
- 8) This contract may not be assigned.
- 9) This contract shall be governed by the laws of the State of New Hampshire and federal law and regulations. Aqualogic follows all Commercial Diving OSHA regulations.
- 10) This contract contains the entire understanding of the parties and may not be amended or changed except by written instrument signed by the parties.
- 11) Invoices: Aqualogic will submit invoices, harvest reports and harvest maps to the TOWN OF HUDSON. Payment of invoices will be accomplished upon of presentation of invoices according to the schedule above.
- 12) Add-on services are available on a per diem basis including lake survey \$750.00/Day; additional diver \$255.00/day; additional tender \$200.00/day.

CONTRACTOR: Aqualogic, Inc.

CLIENT: TOWN OF HUDSON

1/10/20


 Name: Dominic Jude

 Name:

Title: President

Title:

I have authority to bind the Company.

Duly Authorized



PURCHASE ORDER

(Pending Posting Process)

PO No: **CON20016**

Date: 1/10/2020

Dept. Of: Conservation, Other

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment: Open P.O. - Robinson and Otternic Ponds - DASH Services

TO: Aqualogic Inc
1608 South Johnsbury Road
Johnsbury, NY 12843

Contact:
Vendor ID: A01908
1099 Eligible: No

BILL TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

Attention:

Requested By: dstickney

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Contract	Robinson & Otternic Ponds - DASH Work	1.0000	22,600.0000	22,600.00
Debit Account No: 06-4619-5586-252-000		Desc: Conserv Comm, Prof Services		
2020 Exotic Aquatic Plant Control Program - Diver Assisted Suction Harvesting (DASH); Reimbursable @ 40% via grant from the NHDES.				
			Total	22,600.00

Department Head

Board of Selectmen

Finance Director

Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen



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: 23 January 2020

Re: Agenda Item – 28 January 2020

Scope:

The police department would like to meet at the next scheduled Board of Selectman meeting on 28 January 2020. Numerous businesses in the community have made donations in the total amount of \$3,050.00 to be used towards the needs of our comfort dog, Haven.

Motion:

To accept the donations in the total amount of \$3,050.00 from the businesses in the community.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

31912



10 Flagstone Drive
HUDSON, NH 03051
Phone 1-800-828-WELD
FAX (603)-881-8052
www.bslw.com

DIGITAL FEDERAL CREDIT UNION
MARLBOROUGH, MA 01752-9130

53-9182/2113

Memo: Comfort Dog - Haven

31912
CHECK NO.

Jan 16, 2020
DATE

2,500.00
AMOUNT

Two Thousand Five Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF:

Hudson Police Department
1 Constitution Drive
Hudson, NH 03051

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈031912⑈ ⑆211391825⑆

18628172⑈

Security features. Details on back.



MIKES PIE, LLC
93 RIVER RD
HUDSON, NH 03051

DCU Digital Federal
Credit Union
www.dcu.org

4363

53-9182/2113
53

DATE 1/17/20

CHECK ARMOR

PAY
TO THE ORDER
OF

Two hundred fifty and 00/100

DOLLARS \$ 250.00

Hudson Police Dept

FOR

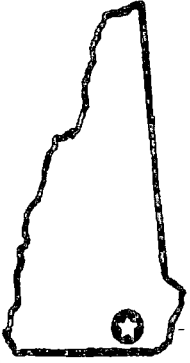
Comfort Dog

[Handwritten Signature]

Photo
Safe
Deposit
Details on back

⑈004363⑈ ⑆211391825⑆

42274035⑈



TOWN OF HUDSON

Public Works


Agenda
1-28-20

RECEIVED

JAN 23 2020



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

To: Board of Selectman
From: Jess Forrence, Public Works Director 
Date: January 23, 2020
Re: Request to Advertise for Traffic Technician position

I am requesting permission to advertise in-house for the open Traffic Technician position due to a recent promotion. This position is listed in the Local #1801 AFSCME union.

cc: Steve Malizia

**TOWN OF HUDSON
PUBLIC WORKS DEPARTMENT**

TRAFFIC TECHNICIAN

JOB SUMMARY

Maintains and repairs traffic signal devices, signs and pavement markings; performs other related work as required.

SUPERVISION RECEIVED

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

SUPERVISION EXERCISED

When assignment dictates, provides general supervision to unskilled, semi-skilled workers and drivers. Acts as a crew leader in the absence of the regular foreman.

EXAMPLES OF DUTIES

1. Performs inspections, installations and repairs on traffic control devices and school zone flashers.
2. Installs, maintains and repairs traffic control signs, street name signs, informational and warning signs, setup and down load information from traffic counters.
3. Lays out and applies traffic lane lines, crosswalks, painted islands, parking lines, arrows and related pavement markings.
4. Mixes paints.
5. Operates trucks with accessory equipment, including compressors, paint spray equipment, hand and power tools, jack hammers, and cutting and welding torches.
6. Operates on an emergency and seasonal basis, trucks and equipment for winter snow removal and other seasonal clean up operations.
7. Performs all other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Thorough knowledge of the new traffic control devices which has the McCain Controllers and the Grid Smart Software, pedestrian crossing devices and will have the

ability to trouble shoot electronic equipment and perform repairs. Through understanding of the Manual on Traffic Control Devices as it relates to signs and pavement markings.

MINIMUM QUALIFICATIONS REQUIRED

1. Must possess a valid Class B CDL.
2. High School Graduate or possession of a GED, supplemented by additional training in electronics; and
3. Considerable experience in electrical repair operations; or
4. Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS

Considerable physical effort required in performing work under a variety of physical and climatic conditions.

Traffic Technician Test Questions

1.) When preparing to paint either crosswalks, stop bars or arrows, what safety precautions should be followed?

2 Points _____

2.) When mixing paint what cautions should be taken?

2 Points _____

3.) What is the proper width of a crosswalk?

4 Points _____

4.) What is the proper width of a stop bar at a stop sign and Traffic light?

4 Points _____

5.) How high should the bottom of a sign be next to a sidewalk?

4 Points _____

6.) When working on traffic lights what precautions should always be followed?

4 Points _____

7.) What does the MMU (conflict monitor) do?

5 Points _____

8.) When pulling up to an intersection in flash, what are the first things you check for?

5 Points _____

9.) How to change phase timing in a McCain controller? -

10 Points _____

10.) How do you adjust Grid Smart Detection Zones?

10 Points _____

Directors review

Total Available Points 30

Points Earned _____

Seniority

Total Available Points (0.5 Points per Year) 10

Points Earned _____

Licensing Total Available Points

CDL B = 5 CDL A = 10 10

Points Earned _____

TRAFFIC TECHNICIAN TESTING PROCEDURE

Step 1. Candidates must submit resume or letter of interest outlining their qualifications to the Public Works Director by the required date. Candidates who fail to submit their qualifications in writing will be deemed as not interested in the position.

Step 2. Knowledge Test. The skills test will be set up and scored by Department Management. All candidates will complete the same skills test. The test will be given in an office setting. The testing will be made up of 10 questions. You will be required to answer a number of general knowledge question pertaining to the posted position. Using the Traffic laptop, you will also be asked to make certain changes to both the McCain Controller and Grid Smart detection system. The scoring for the skills test will be rated from a low of zero points to a high of 50 points. Of the 100 points available in this testing process, 50 points are possible through the skills test.

Each evaluator will submit a separate score in a sealed envelope to the Public Works Director. The scores will be tabulated and averaged to determine a final score. The Public Works Director will not see the scores before final tabulation as not to be influenced in the scoring during step 3.

Step 3. Public Works Director Review. The Director will review the candidates written submittals for the position and their qualifications. Verbal interviews will also be conducted. The Director will assign a score to the candidates based on their qualifications, experience, previous performance and discipline record. The scores will be from a low of zero to a high of 30.

Step 4. Seniority. Each candidate will receive 0.5 points for each year they have been employed by the Town of Hudson Department of Public Works for up to 20 years of employment. Scoring can range from a low of zero to a high of 10.

Step 5 Driver Licensing. Each candidate will be awarded a possible 10 points for possessing a CDL license. CDL B = 5 Points, CDL A = 10.

Scoring Values	Knowledge Testing	50
	Director Review	30
	Seniority	10
	Licensing	10

The scores will be posted as soon as possible once the tabulation has been completed.