



# TOWN OF HUDSON

## Board of Selectmen



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

### HUDSON, NH BOARD OF SELECTMEN

June 8, 2021  
7:00 p.m.

Board of Selectmen Meeting Room at Town Hall

#### Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS
  - A. **Appointments**
    - 1) Sustainability Committee (3 member vacancies. 2 expire 4/30/24, 1 expiring 4/30/22. 3 alternate vacancies to expire 4/30/22, 4/30/23, 4/30/24)  
  
Ed Thompson
    - 2) Conservation Commission (1 member vacancy to expire 12/31/23. 2 alternate member vacancies 1 to expire 12/31/23, 1 to expire 12/31/22)  
  
Sandra Rumbaugh

6. **CONSENT ITEMS**

A. **Assessing Items**

- 1) Certification of Taxes Yielded/Timber Warrant: Map 194, Lot 9-3, 2 Aspen Drive Pelham, NH
- 2) Current Use Lien Release: Map 194, Lot 9-3, 136 Standish Lane; Map 194, Lot 1-2, 165 Standish Lane; Map 194, Lot 10-4, 135 Standish Lane; Map 194, Lot 10-6, 145 Standish Lane
- 3) Elderly Exemption: Map 254, Lot 019, 120 Dracut Road
- 4) 2020 Abatement Application: Map 156, Lot 15, 46 Morgan Road

B. **Water/Sewer Items** - None

C. **Licenses & Permits & Policies**

- 1) License - Second Hand Dealer/Pawnbroker - Recore Trading Company LLC
- 2) Policy - Fund Balance Policy - Re-adopt
- 3) Policy - Investment Policy - Re-adopt

D. **Donations**

\$600.00 to HPD HPEA from Dave Franco

E. **Acceptance of Minutes**

- 1) Minutes of May 25, 2021

F. **Calendar**

6/9 7:00 Planning Board - Buxton Meeting Room  
6/14 7:00 Conservation Commission - Buxton Meeting Room  
6/14 7:00 Cable Utility Committee - Hudson Cable Access Center  
6/15 7:00 Board of Selectmen - BOS Meeting Room  
6/16 6:00 Library Trustees - Hills Memorial Library  
6/17 7:00 Benson Park Committee - Hudson Cable Access Center  
6/21 7:00 Traffic Advisory Committee - Buxton Meeting Room  
6/22 7:00 Board of Selectmen - BOS Meeting Room

## **7. OLD BUSINESS**

### **A. Votes taken after Nonpublic Session on May 25, 2021**

1) Selectman Gagnon made a motion, seconded by Selectman Roy to bring back, Senior Services Coordinator Lori Bowen, from furlough status for up to 24 hours a week effective June 21, 2021. Carried 5-0.

2) Selectman Roy made a motion, seconded by Selectman McGrath to promote Sergeant Patrick McStravick to Lieutenant at \$91,607.00 in accordance with the Hudson Police, Fire, Town Supervisors Association Contract (Step 4). This elevation in rank would be effective Thursday July 1, 2021. Carried 5-0.

3) Selectman Gagnon made a motion seconded by Selectman Roy to allow Chief Avery to recognize and award \$100 merit awards to Attorney Joe Tessier, Captain Dave Bianchi, Captain Tad Dionne, Captain Dave Cayot, Lieutenant Mike Davis, and Lieutenant Steve McElhinney, Lieutenant Roger Lamarche and Executive Coordinator Sherrie Kimball and a \$200 merit award to Animal Control Supervisor Jana McMillan. Carried 5-0.

4) Selectman Morin made a motion, seconded by selectman Roy to adjust Finance Director Lisa Labrie's salary from \$92,000 per year to \$96,000 per year, effective June 10, 2021. Carried 5-0.

5) Selectman Roy made a motion seconded by Selectman McGrath to move HCTV employee Michael Johnson from fulltime status to part time status with up to 20 hours a week. Carried 5-0.

6) Selectman Roy made a motion, seconded by Selectman Morin to seal the nonpublic meeting minutes of 5/25/21. Carried 5-0.

7) Motion to adjourn at 9:13 p.m. by Selectman Roy seconded by Selectman Morin Carried 5-0.

### **B. Benson Park Bathrooms**

## **8. NEW BUSINESS**

- A. Purchase of New Assessing Software
- B. Contract Award - Public Utility Valuation Service
- C. Bid Recommendation - Hudson/Nashua Sewer Flume
- D. Bid Recommendation - Federal Street Sewage Pump Station
- E. Contract Award - Marsh Road Pump Station Design
- F. Contract Award - Infiltration & Inflow Sub System 4 & 9
- G. Purchase -16 and 25 Robinson Pond Drive
- H. Covid- 19 - Best Practices
- I. American Rescue Plan
- J. Moderator Update on Voting Audit

K. Revenues and Expenditures

9. REMARKS BY TOWN ADMINISTRATOR

10. REMARKS BY SCHOOL BOARD

11. OTHER BUSINESS/REMARKS BY THE SELECTMEN

12. NONPUBLIC SESSION

*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 Thursday, June 17, 2021**

*Agenda*  
5-25-21

RECEIVED

MAY 12 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

5A-1



How may we help you?

## Submission #47

[Print](#)   [Resend e-mails](#)

[Previous submission](#)

[Next submission](#)

### Submission information

Form: [Board & Committee Application](#)

Submitted by Visitor (not verified)

Tue, 05/04/2021 - 11:11am

73.89.33.26

### Date

Tue, 05/04/2021

### First Name

Edward

### Last Name

Thompson

### Street Address

22 Burns Hill Rd

### Home Phone

6038458339

### Work Phone

### E-mail Address:

ethompson67@gmail.com

**Education**

BS Biology – Syracuse Univ, BSME Mechanical Eng – Texas Tech Univ

**Occupation (or former occupation if retired)**

Sr. Manufacturing Engineer

**Special Interests**

Auto restoration, carpentry/tile work, landscaping, boating

**Professional/Community Activities**

NH SolidWorks User Group, Nor-Eastern POCI Car Club

**Reference**

Bill Collins, Bill Kallgren

**Reason for Applying**

As I stated at the last BOS meeting, Linda Kipnes made a great impression on this town, myself included. I feel it's important to follow her example and try to give back to the town in some form. I was on the Water Utility Committee for a few years but only 1 term since it was difficult to get to the 5pm meetings. This would be a great opportunity not only help clean up parts of our town, but also reach out and educate the public about recycling and smart energy ideas. We've only got one planet right?

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

Member

**Please select area of interest**

Sustainability Committee

**Areas of Expertise**

Other

**Are you a Hudson, NH resident?**

yes

[Previous submission](#)

[Next submission](#)



[Home](#) [Logout](#) [Contact Us](#) [Dashboard](#) [Website Credits](#)

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

**TOWN OF HUDSON**  
**Board & Committees Vacancy Application**  
*(Hudson, NH Residents Only)*

*Appendix 5-11-21*  
**RECEIVED**

**MAY 05 2021**

Date: 5/4/2021

TOWN OF HUDSON  
 SELECTMEN'S OFFICE

**5A-2**

Sandra Rumbaugh 39 Beechwood Rd.  
 Name Street Address

603-546-8343  
 Home Phone Number Work Phone Number

Accountant, Finance Manager.  
 Occupation (or former occupation, if retired)

B.S. Acct., MBA, Environment, Hiking, Kayaking  
 Education/Special Interests

Currently none.  
 Professional/Community Activities

As a potential candidate, I'd like to focus on the promotion, education, and development of the natural resources in our towns.  
 Reason for applying

Kathleen Duffy 603-880-3868, neighbor for 39 years  
 Reference(s)

Please check the area in which you are interested in serving, then return this form to:  
 Selectmen's Office, 12 School Street, Hudson, NH 03051

- |  |   |  |
|--|---|--|
| Member <input checked="" type="checkbox"/>           | Alternate <input checked="" type="checkbox"/>               | Reappointment <input type="checkbox"/>                       |
| <input type="checkbox"/> Benson Park Committee       | <input type="checkbox"/> Building Board of Appeals          | <input type="checkbox"/> Conservation Commission             |
| <input type="checkbox"/> Cable Utility Committee     | <input checked="" type="checkbox"/> Conservation Commission | <input type="checkbox"/> Nashua Regional Planning Commission |
| <input type="checkbox"/> Municipal Utility Committee | <input type="checkbox"/> Recreation Committee               | <input type="checkbox"/> Citizens Traffic Advisory Committee |
| <input type="checkbox"/> Planning Board              |   |  |
| <input type="checkbox"/> Sustainability Committee    |   |  |
| <input type="checkbox"/> Zoning Board of Adjustment  |   |  |

Area(s) of Expertise:

- |  |  |
|--|--|
| <input type="checkbox"/> Architecture/Construction | <input type="checkbox"/> Environmental Planning                                |
| <input type="checkbox"/> Information Technology    | <input type="checkbox"/> Communications  |
| <input checked="" type="checkbox"/> Finance        | <input checked="" type="checkbox"/> Other <u>Planning-Strategic, Education</u> |

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in its employment/appointment practices. Applicants must be Hudson, NH residents. For additional information, call 886-6024. Appointees are required to complete a Financial Interest Disclosure Form (FIDF) in accordance with the Town Code.

S.R. Rumbaugh  
 Signature of Applicant

Hudson Resident: Yes No

Srrumbaugh@me.com.  
 e-mail address

Agenda  
6-8-21

# TOWN OF HUDSON



Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)

6A-1


12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 Fax: 603-598-6481

**RECEIVED**

**JUN 03 2021**

TOWN OF HUDSON  
SELECTMEN'S OFFICE

TO: Board of Selectmen  
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor 

DATE: June 8, 2021

RE: Certification of Yield Taxes Assessed/Timber Warrants

I recommend the Board sign the attached Certification of Yield Taxes Assessed and the Timber Tax Warrants as follows:

**Eagles Nest Estate  
2 Aspen Drive  
Pelham NH 03076  
Map 194 Lot 9-3**

**FC Owner LLC  
c/o Marc Daigle  
1264 Main Street  
Waltham MA 02451**



**CERTIFICATION OF YIELD TAXES ASSESSED**  
**INTENT FILED DURING TAX YEAR: April 1, 2020 to March 31, 2021**

TOWN / CITY OF: Hudson  
 COUNTY OF: Hillsborough  
 CERTIFICATION DATE: June 8, 2021

**SEND SIGNED COPY TO:** DEPT. OF REVENUE ADMINISTRATION  
 MUNICIPAL AND PROPERTY DIVISION  
 P.O. BOX 487  
 CONCORD, NH 03302-0487

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VAL.	TAX AT 10 %	
Eagles Nest Estates LLC 0 2 Aspen Drive Pelham NH 03076	WHITE PINE	0.000			\$0.00	\$0.00	\$0.00	
	HEMLOCK	0.000			\$0.00	\$0.00	\$0.00	
	RED PINE	0.000			\$0.00	\$0.00	\$0.00	<b>TOTAL TAX</b>
<b>ACCOUNT OR SERIAL #:</b> 11853	SPRUCE & FIR	0.000			\$0.00	\$0.00	\$0.00	<b>DUE ON THIS</b>
	HARD MAPLE	0.000			\$0.00	\$0.00	\$0.00	<b>OPERATION</b>
<b># 2</b> BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT  <b>MAP &amp; LOT NUMBER</b> M 194 Lot 9-3	WHITE BIRCH	0.000			\$0.00	\$0.00	\$0.00	<b>(TOTAL OF COL. # 9)</b>
	YELLOW BIRCH	0.000			\$0.00	\$0.00	\$0.00	
	OAK	0.000			\$0.00	\$0.00	\$0.00	
	ASH	0.000			\$0.00	\$0.00	\$0.00	
	SOFT MAPLE	0.000			\$0.00	\$0.00	\$0.00	
	BEECH/PALLET/TIE LOGS	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
				<b>TONS</b>	<b>CORDS</b>			<b>\$61.91</b>
<b># 3</b>  <b>OPERATION NUMBER</b>  02-229-004-T	SPRUCE & FIR		0.00		\$ -	\$0.00	\$0.00	
	HARDWOOD & ASPEN		0.00		\$ -	\$0.00	\$0.00	
	PINE		0.00		\$ -	\$0.00	\$0.00	
	HEMLOCK		0.00		\$ -	\$0.00	\$0.00	
	BIOMASS CHIPS		412.70		\$ 1.50	\$619.05	\$61.91	
	HIGH GRADE SPRUCE		0.00		\$ -	\$0.00	\$0.00	
	CORDWOOD			0.00	\$ -	\$0.00	\$0.00	
						\$619.05	\$61.91	

**ORIGINAL WARRANT  
YIELD TAX LEVY  
June 8, 2021  
THE STATE OF NEW HAMPSHIRE**

**Hillsborough**

TO: Roger Ordway Jr., Collector of Taxes for Town of \_\_\_\_\_ Hudson \_\_\_\_\_, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of : **\$61.91** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Hudson

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

**DATE SIGNED: June 8, 2021**

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
Eagles Nest Estates LLC 2 Aspen Drive Pelham NH 03076	M 194 Lot 9-3	02-229-004-T	\$61.91

**TAX DUE DATE: July 8, 2021      TOTAL YIELDTAX: \$61.91**

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2020 to March 31, 2021

**CERTIFICATION OF YIELD TAXES ASSESSED**  
**INTENT FILED DURING TAX YEAR: April 1, 2020 to March 31, 2021**

TOWN / CITY OF: Hudson  
 COUNTY OF: Hillsborough  
 CERTIFICATION DATE: June 8, 2021

**SEND SIGNED COPY TO:** DEPT. OF REVENUE ADMINISTRATION  
 MUNICIPAL AND PROPERTY DIVISION  
 P.O. BOX 487  
 CONCORD, NH 03302-0487

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VAL.	TAX AT 10 %	
FC Owner LLC c/o Marc Daigle 1264 Main Street Waltham MA 02451	WHITE PINE	23.020			\$173.50	\$3,993.97	\$399.40	
	HEMLOCK	0.000			\$0.00	\$0.00	\$0.00	
	RED PINE	0.000			\$0.00	\$0.00	\$0.00	<b>TOTAL TAX</b>
<b>ACCOUNT OR SERIAL #:</b> 11849	SPRUCE & FIR	0.000			\$0.00	\$0.00	\$0.00	<b>DUE ON THIS</b>
	HARD MAPLE	0.000			\$0.00	\$0.00	\$0.00	<b>OPERATION</b>
<b># 2</b> BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT  <b>MAP &amp; LOT NUMBER</b> M 209 Lot 1 Sub 1-1	WHITE BIRCH	0.000			\$0.00	\$0.00	\$0.00	<b>(TOTAL OF</b>
	YELLOW BIRCH	0.000			\$0.00	\$0.00	\$0.00	
	OAK	0.000			\$0.00	\$0.00	\$0.00	
	ASH	0.000			\$0.00	\$0.00	\$0.00	
	SOFT MAPLE	0.000			\$0.00	\$0.00	\$0.00	
	BEECH/PALLET/TIE LOGS	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
					<b>TONS</b>	<b>CORDS</b>		
<b># 3</b>  <b>OPERATION NUMBER</b>  02-229-001-T	SPRUCE & FIR		0.00		\$ -	\$0.00	\$0.00	
	HARDWOOD & ASPEN		0.00		\$ -	\$0.00	\$0.00	
	PINE		7.90		\$ 1.00	\$7.90	\$0.79	
	HEMLOCK		0.00		\$ -	\$0.00	\$0.00	
	BIOMASS CHIPS		367.20		\$ 1.50	\$550.80	\$55.08	
	HIGH GRADE SPRUCE		0.00		\$ -	\$0.00	\$0.00	
	CORDWOOD			0.00		\$ -	\$0.00	\$0.00
						\$4,552.67	\$455.27	

**ORIGINAL WARRANT  
YIELD TAX LEVY**  
June 8, 2021  
**THE STATE OF NEW HAMPSHIRE**

**Hillsborough**

TO: Roger Ordway Jr., Collector of Taxes for Town of \_\_\_\_\_ Hudson \_\_\_\_\_, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of : **\$455.27** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Hudson

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

**DATE SIGNED: June 8, 2021**

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
FC Owner LLC c/o Marc Daigle 1264 Main Street Waltham MA 02451	M 209 Lot 1 Sub 1-1	02-229-001-T	\$455.27

**TAX DUE DATE: July 8, 2021      TOTAL YIELDTAX: \$455.27**

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2020 to March 31, 2021



# TOWN OF HUDSON

Office of the Assessor

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)



6A-2

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481


RECEIVED

JUN 03 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

## MEMORANDUM

TO: Board of Selectmen  
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor 

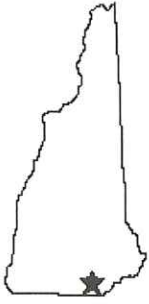
DATE: June 8, 2021

RE: Current Use Lien Releases  
Map 194 Lot 9-3 – 136 Standish Lane  
Map 195 Lot 1-2 – 165 Standish Lane  
Map 194 Lot 10-4 – 135 Standish Lane  
Map 194 Lot 10-6 – 145 Standish Lane

The attached Current Use Lien Releases for the above referenced sites are for the BOS's review and consideration. The land to come out of current use in this subdivision are multiple lots currently under development in the new Eagles Nest subdivision off of Bush Hill Road. We have reviewed the subdivision documents that created these parcels, reviewed vacant residential building lot land sales from 2019-2021, discussed the same with the property owners and have determined market value estimates ranging from \$136,100 to \$143,100. There are variances between the sites as quite a few had substantial blasting, and fill, involved to construct the building envelope, so, though some parcels will show greater acreages than others, their values may not as high as lower acreaged lots, due to said blasting costs to develop, the lot sizes range from 1.762 AC's to 1.011 AC's.

## DRAFT MOTION

**Motion to approve the attached Current Use Penalty Lien Releases for; Map 194 Lot 9-3 – 136 Standish Lane; Map 195 Lot 1-2 – 165 Standish Lane; Map 194 Lot 10-4 – 135 Standish Lane and Map 194 Lot 10-6 – 145 Standish Lane, as recommended by the Chief Assessor.**



**TOWN OF HUDSON**  
Office of the Assessor



*Agals*  
*6-8-21*

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

6A-3

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: June 8, 2021

FROM: Jim Michaud, Chief Assessor *JM*

RE: Elderly Exemption:  
120 Dracut Rd. – map 254/ lot 019

**RECEIVED**

**JUN 03 2021**

TOWN OF HUDSON  
SELECTMEN'S OFFICE

I recommend the Board of Selectmen sign the PA-29 form granting an Elderly Exemption to the property owner listed below. The resident has provided the proper documentation to show they qualify for this exemption.

Gilbert Chouinard - 120 Dracut Rd. – map 254/ lot 019

***MOTION: Motion to grant an Elderly Exemption 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](mailto:jmichaud@hudsonnh.gov)  
[www.hudsonnh.gov](http://www.hudsonnh.gov)




Agenda  
6-8-21

6A-4

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

TO: Board of Selectmen  
Steve Malizia, Town Administrator

June 8, 2021

FROM: Jim Michaud, Chief Assessor 

**RECEIVED**

**JUN 03 2021**

TOWN OF HUDSON  
SELECTMEN'S OFFICE

RE: 2020 Abatement Application  
Map 156 Lot 15 – 46 Morgan Rd

I recommend that the Board of Selectmen deny an abatement sought on the above referenced property. The property is a 13, 231 SF +/- pharmacy/retail building located on a 2.312 AC +/- site at 46 Morgan Road. The property was assessed for \$3,558,900 for the 2020 property tax year with an equalized market value estimate of \$4,408,400 (\$3,558,900/.8072 - 2020 assessment ratio).

The application is deficient as the taxpayer responsible for the taxes (ostensibly CVS) did not sign the abatement application. The taxpayer signing the abatement application is a requirement of the abatement application that they used and a denial on this measure alone is required. In addition, the property was purchased in October of 2018 for \$8,250,000, and there has been no evidence introduced that the market value from that sale price has declined since then. The Town's assessed value on the property does not appear to be disproportionate and the taxpayer has not met their burden of proof.

***Motion:***

***Motion to deny Abatement for property taxes for Map 156 Lot 15 as recommended by the Chief Assessor.***

Cc: File

2020AbateDeny46MorganRd

*August 6-8-21*



# 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



6C-1

*William M. Avery, Jr.*  
Chief of Police

*Captain Tad K. Dionne*  
Operations Bureau

*Captain David A. Cayot*  
Special Investigations Bureau

*Captain David A. Bianchi*  
Administrative Bureau

To: The Board of Selectmen  
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 01 June 2021

Re: Second-Hand Dealer / Pawnbroker License

**RECEIVED**

**JUN 02 2021**

TOWN OF HUDSON  
SELECTMEN'S OFFICE

A renewal application for a Second-Hand Dealer/Pawnbroker License has been reviewed and a background check has been completed for Recore Trading Company LLC located at 4 Bridle Bridge Road.

The Police Department is recommending approval for licensing by the Board of Selectmen.

If you have any questions, please feel free to contact me.

Enclosure(s)



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



**TOWN OF HUDSON, NEW HAMPSHIRE**  
**APPLICATION FOR SECOND-HAND DEALER/PAWNBROKER LICENSE**

License #	Date Received	New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	\$50.00 fee <input checked="" type="checkbox"/>
-----------	---------------	--	---

Please fill this application out completely and legibly

Business Name: <u>Recore Trading Company LLC</u>	Business Phone: <u>603-437-3000</u>
Business Address: <u>4 Bridle Bridge Rd</u> <u>Hudson NH 03051</u>	
Name of Applicant: <u>Donald Belisle</u>	Date of Birth: <u>2/11/52</u>
Place of Birth: <u>Lowell MA</u>	Contact Phone: <u>603-235-4527</u>
Home Address: (include full street address and any PO Box) <u>15 Locke Mill Dr</u> <u>Hitchfield NH 03052</u>	
Previous Employer: (include full name and address) <u>Recore Trading Co LLC</u>	
Dates of Employment: <u>9/1989 - Present</u>	

**\*\*\*\* Please attach a list of all employees who will be employed at the business. This list should include the employee's full name, date of birth, place of birth, home address, and contact phone number.\*\*\*\***

Are you now or have you ever been affiliated with any other second-hand dealer and/or pawnbroker business?  
 Yes     No    If yes, please list where on the next line: Town of Derry Licensen # 7-17

<u>Recore Trading Co LLC</u>	<u>22 Manchester Rd</u>	<u>Derry NH</u>	
Business Name	Address	City/Town	State

Have you ever been refused a second-hand dealer and/or pawnbroker's license in this or any other State?  
 Yes     No    If yes, please list where on the next line:  
 \_\_\_\_\_

Have you ever been convicted of a felony or any crime related to the handling of second-hand property in this State or any other State which has not been annulled?  
 Yes     No    If yes, please explain below. Be sure to include the location of the conviction:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNATURE, CERTIFICATION, AND RELEASE OF INFORMATION**

**YOU MUST SIGN THIS APPLICATION:** Read the following carefully before you sign. A false statement on any part of this application will be cause for refusal of any application for any license under the provisions of the Second-Hand Dealer/Pawnbroker Ordinance of the Town of Hudson and is punishable under New Hampshire RSA 641:3.

I understand that the information I give may be investigated as allowed by law.

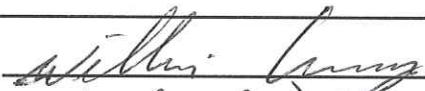
I certify that, to the best of my knowledge and belief, all of my statements are true, correct, complete and made in good faith.

I acknowledge that I have reviewed and understand the requirements of the Second-Hand Dealer/Pawnbroker Town Ordinance for the Town of Hudson.

I understand that if this license is issued, it can be revoked or suspended upon the discretion of the Board of Selectmen.

Applicant Signature: 

Date: \_\_\_\_\_

Approved By:   
Title: Chief of Police.

Date: 6/1/21.

**REFUSAL OF APPLICATION**

Refused By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Reason for Refusal (Attach any pertinent documentation)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Buyers of catalytic converters, aluminum wheels, flattened car bodies and more  
4 Bridle Bridge Rd., Hudson, NH 03051  
603-437-3000

**Recore Trading Co LLC  
Employee List  
Town of Hudson Second-Hand Dealer License**

Jonathan Ingalls	12/9/1972	Haverhill, MA	200 Stage Rd, Hampstead NH 603-320-4775
Michael Bennett	6/27/1988	Boston, MA	11 Reserve St, Allenstown, NH 603-717-4190
Suzanne Champagne	10/6/1958	Worcester, MA	27 Winterwood Dr, Londonderry, NH 603-490-2690
Peter Zajac	11/4/1983	Poland	16 Manning St, #315, Derry, NH 603-339-0404
Jarred Swanson	6/24/1979	Salem, MA	36 Orange St, #3, Nashua, NH 603-425-3182
Anthony Quintiliani	4/10/1999	Derry, NH	90 Drew Rd, Derry, NH 603-505-6728
Rebecca Skowyr	1/20/1990	Nashua, NH	32 York Rd, Hudson, NH 603-508-8487

Agenda  
6-8-21


6C-2

RECEIVED

JUN 03 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

**To:** Board of Selectmen  
Steve Malizia, Town Administrator

**From:** Lisa Labrie, Finance Director 

**Date:** June 2, 2021

**Subject:** Recommendation to Re-adopt Fund Balance Policy

**Please accept this memo as a request to be placed with the consent items of the Board of Selectmen's next agenda.**

The Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, to address issues related to how Fund balance is being reported. To be in compliance with this Statement, the Town of Hudson implemented this statement for fiscal year 2011.

***Recommendation: To re-adopt the Fund Balance Policy as recommended by the Finance Director.***

# Town of Hudson, NH



## Policies and Procedures

---

Section: Fund Balance Policy

---

Policy Number:	Revision Number: 2
Approved By: Board of Selectmen	Revision Dates: 5-1-2018
Origination Date: 5/24/2011	Review Frequency: Annually

---

### FUND BALANCE POLICY

#### PURPOSE AND SCOPE

The purpose of this policy is to ensure that there will be adequate liquid resources to protect the Town of Hudson's financial stability against emergencies, economic downturns, as well as to contribute to the continuity of financial operations. This policy recommends the minimum required fund balance reserve and the allowable uses of fund balance reserves.

#### DEFINITIONS

*Fund Balance:* Accumulated equity balance in a governmental fund resulting from operations over the years. This is the difference between fund assets and fund liabilities.

*General Fund:* Fund used to account for basic governmental services supported mainly by tax revenue. Accounts for all financial resources not required to be accounted for in another fund.

*Unrestricted Fund Balance:* The total of committed fund balance, assigned fund balance, and unassigned fund balance.

*Nonspendable Fund Balance:* Amounts that are not in a spendable form (such as inventory, prepaid items and tax deeded property subject to resale) or are required to be maintained intact (such as corpus of an endowment fund).

*Restricted Fund Balance:* Amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

*Committed Fund Balance:* Amounts constrained to specific purposes by government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest level action to remove or change the constraint.

*Assigned Fund Balance:* Amounts a government intends to use for a specific purpose, intent can be expressed by the governing body or by an official or body to which the body delegates the authority.

*Unassigned Fund Balance:* Amounts that are available for any purpose; these amounts are reported only in the general fund. However, the unassigned classification includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of other fund balance amounts.

**FUND BALANCE RESERVES - GENERAL FUND**

Fund Balances recommended by the NH Department of Revenue Administration (DRA) and the Government Finance Officers Association (GFOA) are as follows:

If the Annual Budget Is:	Unrestricted Fund Balance DRA Recommended:		Unrestricted Fund Balance GFOA Recommended:	
	5%	10%	8%	17%
\$45,000,000	\$2,250,000	\$4,500,000	\$3,600,000	\$7,650,000
\$50,000,000	\$2,500,000	\$5,000,000	\$4,000,000	\$8,500,000
\$55,000,000	\$2,750,000	\$5,500,000	\$4,400,000	\$9,350,000
\$60,000,000	\$3,000,000	\$6,000,000	\$4,800,000	\$10,200,000
\$65,000,000	\$3,250,000	\$6,500,000	\$5,200,000	\$11,050,000
\$70,000,000	\$3,500,000	\$7,000,000	\$5,600,000	\$11,900,000

*Minimum Balance:* The Town shall manage operations to maintain a minimum unrestricted fund balance of 5% of the general fund operating appropriations, the state education tax amount, the local school net tax commitment, and the County appropriations.

*Target Balance:* The Town shall work toward maintaining an unrestricted fund balance at a minimum of 8% of the general fund operating appropriations, the state education tax amount, the local school net tax commitment, and the County appropriations.

If the Annual Budget Is:	Minimum Balance:	Minimum Target Balance:
	5%	8%
\$45,000,000	\$2,250,000	\$3,600,000
\$50,000,000	\$2,500,000	\$4,000,000
\$55,000,000	\$2,750,000	\$4,400,000
\$60,000,000	\$3,000,000	\$4,800,000
\$65,000,000	\$3,250,000	\$5,200,000
\$70,000,000	\$3,500,000	\$5,600,000

*Plan for Target Balances:* The unrestricted fund balance target level shall be achieved by conservatively estimating revenues and limiting the amount of fund balance used to reduce the tax rate.

*Fund Balance Uses:* The Board of Selectmen may appropriate any amount of unrestricted fund balance in excess of the minimum balance to offset property taxes as part of the final adopted budget for a fiscal year. The Board of Selectmen may appropriate unrestricted fund balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the minimum balance, subject to the provisions of NH RSA 32:11. Emergency purposes do not include the offsetting of property taxes.

**SPENDING PRIORITIZATIONS:**

When an expenditure is incurred that would qualify for payment with either restricted or unrestricted funds, it will be paid first from the restricted funds.

When an expenditure is incurred that qualifies for payment from either of the three unrestricted fund balance categories, it will be applied in the following order:

1. Committed, 2. Assigned, and 3. Unassigned

**ANNUAL REVIEW:**

Compliance with the provisions of this policy shall be reviewed annually.

Agenda  
6-8-21

RECEIVED

JUN 03 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

6C-3

**To:** Board of Selectmen  
Steve Malizia, Town Administrator

**From:** Lisa Labrie, Finance Director *LL*

**Date:** June 2, 2021

**Subject:** Recommendation to Re-adopt Investment Policy

**Please accept this memo as a request to be placed with the consent items of the Board of Selectmen's next agenda.**

**Recommendation:**

I am recommending the proposed Investment Policy be re-adopted by the Board of Selectmen as required by RSA 41-9 VII.

***Motion: To re-adopt the Investment Policy as proposed by the Finance Director***

**Cc: Rachael Burnell, Town Treasurer**



# Town of Hudson, NH



## Policies and Procedures

---

Section: Investment Policy

---

Policy Number:	Revision Number:
Approved By: Board of Selectmen	Revision Dates: 06/28/2016
Origination Date: 3/9/1992	Review Frequency: Annually

---

### INVESTMENT POLICY

#### I. PREFACE

The Town of Hudson's Investment policy establishes a framework for the safe and prudent investment of public funds. This policy provides guidance and direction for the Town of Hudson to conduct the daily investing activity in addition to improving consistency, creating and defining accountability and in ensuring that laws are followed.

#### II. SCOPE

The investment policy applies to all financial assets in the custody of the Treasurer of the Town of Hudson. These funds are accounted for in the Town of Hudson's annual audited financial reports and include the following:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Agency Funds
- Any new funds created by the Town of Hudson, unless specifically exempted by the governing body, in accordance with the law.

Furthermore, the investment policy applies to all transactions involving the financial assets and related activity of all the foregoing funds.

Except for cash in certain restricted and special funds, the Town of Hudson will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation in accordance with generally accepted accounting principles.

#### III. OBJECTIVES

The investment policy objectives are stated below:

- To ensure the preservation of capital and the protection of investment principal.

- To maintain sufficient liquidity to meet operating requirements.
- To satisfy all legal requirements.
- To attain market-average rate of return on investments taking into account risk, legal constraints and cash flow considerations.
- To assure assets will only be invested in obligations of the United States Government, the public deposit investment pool established pursuant to RSA 383:22 (Appendix C), deposits or certificates of deposits in solvent banks incorporated under the laws of the State of New Hampshire or in banks recognized by the State Treasurer (RSA 6.7) (Appendix B).

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

The Town of Hudson will minimize interest rate risk by investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.

The investment policy shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on Investment is of secondary importance compared to the safety and liquidity objectives described above.

#### **IV. DELEGATION OF AUTHORITY**

Authority to manage the investment program is granted to Town Treasurer and derived from and in accordance with chapter 41:29 of the Revised Statutes Annotated (RSA), (Appendix A).

- No person may engage in an investment transaction except as provided under the terms of this policy and the internal procedures and controls hereby established.
- Responsibility for the operation of the investment program is hereby delegated to the Treasurer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.
- Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town of Hudson.
- No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for

all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

#### **V. PRUDENCE**

The investment policy will be conducted in accordance with the "prudent person" standard which requires that:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict (or appear to conflict) with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the Board of Selectman any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this jurisdiction's portfolio.

Employees and officers shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

#### **VI. INTERNAL CONTROLS**

The internal controls for the Town of Hudson shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, and imprudent actions by employees of the Town of Hudson.

The internal controls structure shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorization of wire transfers
- Development of a wire transfer agreement with the lead bank and the third-party custodian

Accordingly, the Treasurer shall establish a process for an annual independent review and said compliance should be assured through the Town of Hudson's annual independent audit.

#### **VII. INVESTMENT INSTRUMENTS**

The Town of Hudson shall invest its funds in accordance with RSA 41:29 (Appendix A).

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll and accounts payable) as well as anticipated revenue inflows.

**VIII. POLICY CONSIDERATIONS**

Any investment currently held that does not meet the guideline of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

**IX. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS**

Before the Town of Hudson invests any excess funds in investment instruments, with the exception of United States Treasury securities maturing in less than one year, a competitive bid process shall be conducted by the Treasurer.

Bids shall be requested from qualified financial institutions for various options with regards to terms and instruments. The Treasurer will accept the bid(s) which provide(s) the highest rate of return, within the maturity required, and within the parameters of this policy, taking into consideration all associated costs, requirements and capabilities.

**X. QUALIFIED INSTITUTIONS**

The Town of Hudson will abide to RSA 41:29 (Appendix A) and RSA 383:22-24 (Appendix C) as the source and foundation of its qualified institution criteria.

**XI. SAFEKEEPING AND COLLATERALIZATION**

Deposits shall be fully collateralized with the delivery of US government obligations, US government agency obligations, or obligations of the State of New Hampshire in market value at least equal to 100% of the cash deposit in each case. Collateral shall be wired to the municipality's joint custody account at the Federal Reserve Bank of Boston or Federal Reserve Bank of New York no later than the day cash deposits and/or investments are wired/transferred.

Safekeeping procedures shall be reviewed annually by the Town of Hudson's independent auditors.

**XII. ACCOUNTING**

All cash bank balances will be reconciled monthly by the Treasurer and reported to the Town of Hudson Accountant under the direction of the Finance Director on a monthly basis. General ledger entries will be posted to the general ledger system at said time in order to accurately reflect the Town of Hudson's cash position.

**XIII. PERFORMANCE EVALUATION**

The Town of Hudson shall require, from any institution in which investing activity is conducted, sufficient routine reports/documentation to enable an accurate evaluation to be made as to the results of the Town of Hudson's investment program as it relates to the their stated objectives, guidelines and policies, and to assist in revealing areas for potential improvement.

**XIV. APPROVAL OF INVESTMENT POLICY**

This policy shall be reviewed at least annually by the Board of Selectmen, or its designee, with changes made as warranted, followed by re-adoption by the Board of Selectmen in accordance with RSA 41:9 Financial Duties (Appendix D)

APPENDIX A

TITLE III  
TOWNS, CITIES, VILLAGE DISTRICTS,  
AND UNINCORPORATED PLACES

CHAPTER 41  
CHOICE AND DUTIES OF TOWN OFFICERS

*Town Treasurer*

Section 41:29

41:29 Duties of Elected and Appointed Town Treasurers. –

I. The town treasurer shall have custody of all moneys belonging to the town, and shall pay out the same only upon orders of the selectmen, or, in the case of a conservation fund established pursuant to RSA 36-A:5, upon the order of the conservation commission, or in the case of a heritage commission fund established pursuant to RSA 674:44-a upon the order of the heritage commission, or in the case of fees held pursuant to RSA 673:16, II, upon the order of the local land use board or its designated agent, or in the case of a recreation revolving fund established pursuant to RSA 35-B:2, upon the order of the recreation or park commission, or in the case of fees deposited by the town clerk pursuant to RSA 41:25, upon the invoice of the town clerk, or other board or body designated by the town to expend such a fund.

II. The treasurer shall deposit all such moneys in participation units in the public deposit investment pool established pursuant to RSA 383:22 or in federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state, except that funds may be deposited in federally insured banks outside the state if such banks pledge and deliver to a third party custodial bank or the federal reserve bank collateral security for such deposits of the following types:

- (a) United States government obligations;
- (b) United States government agency obligations; or
- (c) Obligations of the state of New Hampshire in value at least equal to the amount of the deposit in each case.

III. The town treasurer shall keep in suitable books provided for the purpose a fair and correct account of all sums received into and paid from town treasury, and of all notes given by the town, with the particulars thereof. At the close of each fiscal year, the treasurer shall make a report to the town, giving a particular account of all his or her financial transactions during the year and account balances at year end. The treasurer shall furnish to the selectmen statements from the treasurer's books, and submit the books and vouchers to them and to the town auditors for examination, whenever so requested.

IV. Whenever the town treasurer has in custody an excess of funds which are not immediately needed for the purpose of expenditure, the town treasurer shall invest the same in accordance with the investment policy adopted by the selectmen under RSA 41:9, VII. The treasurer may invest in the public deposit investment pool established pursuant to RSA 383:22, in deposits, including money market accounts or certificates of deposit, of federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state, or in obligations fully guaranteed as to principal and interest by the United States government. The obligations may be held directly or in

the form of securities of or other interests in any open-end or closed-end management-type investment company or investment trust registered under 15 U. S.C. section 80a-1 et seq., if the portfolio of the investment company or investment trust is limited to such obligations and repurchase agreements fully collateralized by such obligations.

V. The treasurer shall insure that prior to acceptance of any moneys for deposit or investment, including repurchase agreements, the federally insured bank shall make available at the time of such deposit or investment an option to have such funds secured by collateral having a value at least equal to the amount of such funds. Such collateral shall be segregated for the exclusive benefit of the town. Only securities defined by the bank commissioner as provided by rules adopted pursuant to RSA 386:57 shall be eligible to be pledged as collateral.

VI. The treasurer may delegate deposit, investment, recordkeeping, or reconciliation functions to other town officials or employees provided such delegation is in writing and includes written procedures acceptable to the selectmen, or in the case of a town operating under RSA 37, to the town manager, and is agreeable to all parties involved. However any such delegation shall only be made to a town official or employee bonded in accordance with RSA 41:6 and rules adopted by the commissioner of revenue administration under RSA 541-A. Such delegation shall not eliminate the responsibility of the treasurer to comply with all statutory duties required by law.

VII. The treasurer shall ensure that all moneys remitted shall be deposited at least on a weekly basis, or daily whenever funds remitted from all departments collectively totals \$500 or more. Such deposit function may be delegated pursuant to paragraph VI. However, failure to ensure that funds are being deposited on a timely basis as required by this paragraph shall be cause for immediate removal from office pursuant to RSA 41:26-d.

APPENDIX B

TITLE I  
THE STATE AND ITS GOVERNMENT  
CHAPTER 6  
*STATE TREASURER AND STATE ACCOUNTS*

*State Treasurer*

Section 6:7

**6:7 Bank Deposits.** – The treasurer may deposit any portion of public moneys, in the treasurer's possession, in such national banks, trust companies, and savings banks within the United States having a branch within the state of New Hampshire, as shall be approved at least once each year by the governor and council. At the discretion of the treasurer, balances may be collateralized if those balances are deemed to be significant in relation to the equity position of the bank, trust company, or savings bank. Other conditions being equal, those banks, trust companies, or savings banks shall receive preference which allow interest on balances. As used in this section the term "public moneys" shall include the general funds of the state and any funds of which the state treasurer acts as custodian or agent.

APPENDIX C

TITLE XXXV  
BANKS AND BANKING; LOAN ASSOCIATIONS; CREDIT UNIONS  
CHAPTER 383  
BANK COMMISSIONER

*Public Deposit Investment Pool*

Section 383:22

383:22 Public Deposit Investment Pool. –

I. The commissioner shall, with the assistance of the advisory committee created under RSA 383:24, establish and operate, beginning on January 1, 1992, a public deposit investment pool, for the purpose of investing funds of the state, and funds under the custody of governmental units, pooled risk management programs established pursuant to RSA 5-B, agencies, authorities, commissions, boards, political subdivisions and all other public units within or instrumentalities of the state.

II. The public deposit investment pool shall be operated under contract with a private investment advisor, approved by the bank commissioner and advisory committee. The commissioner and advisory committee shall choose an investment advisor by requesting proposals from advisors and reviewing such proposals based on criteria adopted by rule under RSA 383:23.

III. The commissioner shall make available to prospective depositors detailed information on the public deposit investment pool, similar to that information generally contained in a securities prospectus. The commissioner shall also ensure that periodic statements of accounts and reports on holdings are provided to pool participants relative to their proportionate share of the pool.

IV. The commissioner shall cause an independent audit of the pool to be conducted on an annual basis. The auditor shall be selected by the advisory committee.



APPENDIX D

TITLE III  
TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41  
CHOICE AND DUTIES OF TOWN OFFICERS

*Selectmen*

Section 41:9

41:9 Financial Duties. –

- I. The selectmen shall pay all sums of money received by them in behalf of the town to the town treasurer immediately after receipt, and state to him from whom and for what received.
- II. They shall draw orders upon the treasurer for the payment of all accounts and claims against the town allowed by them, and take proper vouchers therefore.
- III. They shall keep a fair and correct account of all moneys received, all accounts and claims settled and all orders drawn by them, and of all their other financial transactions in behalf of the town.
- IV. They shall publish in the next annual report, or post at the annual meeting, the general fund balance sheet from the most recently completed audited financial statements or from the financial report filed pursuant to RSA 21-J:34, V.
- V. In the case of an accumulated general fund deficit, the selectmen shall insert an article in the warrant recommending such action as they deem appropriate, which may include, but is not limited to, raising a sum of money for the purpose of reducing that deficit.
- VI. The selectmen shall be responsible for establishing and maintaining appropriate internal control procedures to ensure the safeguarding of all town assets and properties.
- VII. The selectmen shall annually review and adopt an investment policy for the investment of public funds in conformance with applicable statutes and shall advise the treasurer of such policies.
- VIII. The selectmen shall be responsible for establishing procedures to ensure that all funds paid to the town from any department shall be remitted to the treasurer at least on a weekly basis or daily whenever such funds total \$500 or more. Remittances to the treasurer from the tax collector shall be in accordance with RSA 41:35 and remittances from the town clerk shall be in accordance with RSA 261:165.

Source. 1869, 26:3. 1874, 85:1. GL 40:9. PS 43:7. PL 47:14. RL 59:13. RSA 41:9. 1993, 181:1. 1994, 147:2. 2007, 246:2, eff. Aug. 27, 2007.



# 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



6D

*William M. Avery, Jr.*  
*Chief of Police*

*Captain Tad K. Dionne*  
*Operations Bureau*

*Captain David A. Cayot*  
*Special Investigations Bureau*

*Captain David A. Bianchi*  
*Administrative Bureau*

To: The Board of Selectmen  
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police

*WMA*

Date: 02 June 2021

Re: Agenda Item – 08 June 2021

### **Scope:**

The police department would like to meet at the next scheduled Board of Selectman meeting on 08 June 2021. Dave Franco donated \$600.00 to the Hudson Police Employee Association (HPEA) to be used for lunch for the department.

### **Motion:**

To accept the donation in the amount of \$600.00 from Dave Franco.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

## HUDSON, NH BOARD OF SELECTMEN

### Minutes of the May 25, 2021 Meeting

1. CALL TO ORDER - by Chairman Coutu the meeting of May 25, 2021 at 7:02 p.m. in the Hudson Community Center.
2. PLEDGE OF ALLEGIANCE led by Selectman Gagnon
3. ATTENDANCE  
Board of Selectmen: David Morin, Kara Roy, Marilyn McGrath, Roger Coutu, Brett Gagnon  
Staff/Others: Steve Malizia - Town Administrator; Bill Avery - Police Chief; Tad Dionne - Police Captain; Rob Buxton - Fire Chief; Jim McIntosh - Dir. of Community Media; Diana Lamothe - School Board Member; Jill Laffin - Executive Assistant
4. PUBLIC INPUT - none
5. Recognition, Resignations, Appointments and Interviews

#### Recognition of Alan Winsor, 20 Years of Service with HFD

Chairman Coutu called Alan forward and read "Al was hired on 5/13/2001 as a full-time Firefighter/EMT. In April of 2017, he earned his AEMT license and serves as a Firefighter/AEMT to this day. For the past several years, Al has served as an advisor for the Hudson Explorer program. His mentorship of the youth participating in this program and the knowledge he is able to share is invaluable in educating younger generations on the fire service. Always one to be involved, he enjoys taking groups on station tours and teaching all those who are interested about the department and the day-to-day life of a firefighter. A man of many talents, his knowledge in the IT area has assisted the department with several program enhancements and he is often sought out for IT related advice. An avid car collector, Al enjoys working on his cars at his home in Litchfield and enjoying time with his significant other Lisa. We thank him for his 20 years of dedicated service and commitment to the Town of Hudson and the members of the Hudson Fire Department." The Chairman thanked Al for his years of service.

#### Resignation:

Resignation of Chairman Coutu as Planning Board Liaison

Chairman Coutu then said, we're going to take up the matter of a resignation, I have submitted my resignation as the Board liaison to the Planning Board. In my stead, I believe that Vice-Chair McGrath would move into my position and we would need a nomination to serve as alternate to the Planning Board. Does anybody wish to volunteer or nominate someone for that position? Selectman McGrath made a motion to nominate Selectman Morin. This was seconded by Chairman Coutu. Carried 5-0.

#### Appointment:

Sustainability Committee (4 member vacancies. 3 expire 4/30/24, 1 expiring 4/30/22. 3 alternate vacancies to expire 4/30/22, 4/30/23, 4/30/24)

Sarah Repeta (new applicant)

Selectman Morin made a motion, seconded by Selectman Coutu to appoint Sarah Repeta as a member to the Sustainability Committee with a term to expire 4/30/24. Carried 5-0.

#### Interview

Ed Thompson, new applicant to serve on the Sustainability Committee

Chairman Coutu invited Mr. Thompson forward and asked him to tell a bit about himself. Mr. Thompson said Ok. I've live in Hudson. I moved to Hudson in '93. So if you do the math, it's about 28 years. I'm not married, no kids, but an engineer, mechanical engineer. For 32 years. I work down in Mass for a company that builds lasers for the dental industry basically to take the place of the rotary drill. No Novocain, very expensive piece of equipment, very technical. My expertise is in design, but I'm also in a manufacturing role right now. But I've got a lot of experience in materials and adhesives and things like that. And anyway, there, getting around to the Sustainability Committee. I think I mentioned to you at one of the meetings that I met Linda (Kipnes) and I met Deborah Puttnam a few years ago when I turned on the Burns Hill Road and they got my attention and I watched a few meetings and I saw that they clearly made a difference in the town. Not a big time thing, but it's still had a big impact. So I thought, you know, I was on Water Utility many years ago for a couple of years, and I got off because I couldn't make the meetings. They started at five o'clock and I was working in Woburn. So, you know, I think it's time to start giving back a little. Chairman Coutu replied, you said that you would you wanted to step up and do something for the Town and that you had been impressed with, Linda and I appreciate you coming forward. And I know that once you commit, I'm sure that you'll do an outstanding job. Heard a lot about you that you enjoyed talking with you. So it's been a pleasure. Mr. Thompson responded saying, in No way am I trying to fill Linda Kipnes shoes, you know. I know those shoes aren't going to be filled. The Chairman said any questions from any other members of the Board, please? None. All right. At this time, the Board is going to review your application further and a decision will be made. I'm sure that our administrative assistant will get a hold of you at the next regular Board of Selectmen meeting. Again, I thank you for stepping forward on behalf of the Town.

Sandra Rumbaugh, new applicant to serve on the Conservation Commission

Chairman Coutu recognized Ms. Rumbaugh and said Sandra Rumbaugh said I was on the Conservation Commission for about 10 years a while ago. And at that time I needed to step away because we had some elderly parent caregiver issues and out of the four to have passed and one is very well taken care of in Washington. And I have my mother with me here in New Hampshire. So I now have time to come back to what really is my passion, conservation and the environment. And it's not really what can I do. It's more how can I help? And one of the things I had on my bucket list for this year, I wanted to learn more about the Abenaki culture. So I read some books. And for Mother's Day, I went to the Kearsarge Indian Museum, which is absolutely a cool place, but adjacent to the building they have in their woods something called the Medicine Woods Trail. And what I would like to bring if I get on Conservation is more of an education and outreach, a fun aspect. My first time around, I pretty much I was around protection policies, writing plans and I can still do that. But I want to make it fun. I want to make it fun. People are out there enjoying the outdoors if I want to make it educational, fun, safe, but also respectful to the environment. And that's what I'm hoping to bring this time around.

Chairman Coutu said, you did explain what you had done in the past for the job. I like the idea, by the way, of educating. The more people are educated about our environment and the beauty of our surroundings, the more apt people are to be conservationists and want to protect wildlife and brooks our streams, our trees and our ponds. So I think I admire you for wanting to tackle that as a project. Any other questions or comments?

Selectman Gagnon was recognized and said you mentioned outreach. Do you have any ideas of what you might do for that? Because I greatly support that. I think it's a fabulous idea. What would you do to do outreach?

Ms. Rumbaugh replied, one example, my husband and I have been walking Beaverbrook and one of their trails they have is a wildlife wildflower trail which identifies wildflowers. And we have a Town

Forest. I mean, do we have anything that identifies what is within the town for us? You know, what tree? You know, what's an oak? What's a birch? What's, you know, that kind of thing. So it's that type of education and outreach. I think I looked at the the the website for conservation and I think maybe adding something more to the pamphlet, maybe like fun facts, something maybe that would appeal to the younger generation. Seeing no further questions the Chairman thanked Ms. Rumbaugh for coming in and told her the Board would vote at their next regularly scheduled meeting.

Bill Cole, former Planning Board member, application to be reappointed.

The Chairman said you should have received a copy of a couple of emails front and back as a result of a request for information. I believe that based on an email that I received it seems he doesn't intend to come and he feels that we should just take it up and based on his email, and appoint him. So what is the wish of the Board? Do you have any questions relative to the emails? I know that the Town Administrator was acting on behalf of a request from a member of the Board of Selectmen with reference to asking questions about how our attorney felt about the potential impact of appointing him after we had removed him because he refused to recuse himself. Any questions? Go ahead, Selectman Roy, it's not so much a question as a comment. I guess I did not agree with Mr. Cole's assertion that this was a reappointment. Removal of him for lack of a better phrase, for and therefore he should have to reapply, as if he were never appointed. So I'm not willing to entertain any reappointment, Chairman Coutu asked, any other questions or comments? Selectman Gagnon was recognized and said I read over this, I'm kind of going back and forth. I generally see what our Town Council has said and I sort of agree with it. You know, no hard feelings to Mr. Cole. I think if you volunteer for another position or another board, I certainly welcome that. But the Planning Board might still be a little sticky, and that's all. Mr. Chairman.

Selectman McGrath was recognized and said we got from the Town Council, and I think that we need to listen to our Town Council in all matters. The Chairman replied, I don't disagree. So what is the wish of one Board at this time? Selectman Roy made a motion, seconded by Selectman Morin that we not appoint Mr. Cole to the Planning Board as an alternate member with a term to expire at 12/31/21. Carried 5-0.

Chairman Coutu asked if there were any consent items that anyone wishes be pulled for separate consideration. Selectman Roy asked that Item 6A-3 be removed for separate consideration.

Selectman Gagnon made a motion, seconded by Selectman Roy to approve consent items A1, A2, C1, E & F as noted. Carried 5-0.

Selectman Roy was then recognized regarding Consent Item 6A-3 and she deferred to Selectman McGrath. Selectman McGrath said one of the properties listed here is my property so I will be recusing myself from this vote. Selectman Morin made a motion, seconded by Selectman Gagnon to approve consent item 6A-3. Carried 4-0 with Selectman McGrath abstaining.

6. CONSENT ITEMS

A. Assessing Items

1) 2020 Tax Abatement: Map 151, Lot 5-2

2) 2020 Abatements DOT Properties: Map 217, Lot 34-1, 5A Mark Street, Map 217, Lot 34-2, 5B Mark Street; Map 223, Lot 31, 39 Wason Road; Map 223, Lot 32, 37 Wason Road

3) Residence in Industrial or Commercial Zones: Map 198, Lot 17 - 89 Lowell Road; Map 198, Lot 148 - 104 Lowell Road; Map 234, Lot 31 - 281 Lowell Road; Map 234, Lot 42 - 2 Davenport Road; Map 234, Lot 43 - 4 Davenport Road; Map 251, Lot 17 - 81 River Road

B. Water/Sewer Items - None

C. Licenses & Permits & Policies

1) Saint Kathryn Parish - Raffle Permit

D. Donations - None

E. Acceptance of Minutes

Minutes of the May 11, 2021

F. Calendar

5/26 7:00 Planning Board - Hudson Community Center  
5/27 7:00 Zoning Board - Hudson Community Center  
6/1 7:00 Board of Selectmen Workshop - Selectmen Meeting Room  
6/2 8:30 Highway Safety Committee - Buxton Meeting Room  
6/2 7:00 Budget Committee - Buxton Meeting Room  
6/3 6:30 Recreation Committee - Selectmen Meeting Room  
6/8 7:00 Board of Selectmen - Selectmen Meeting Room

7. At this point the Town Administrator read off Item 7A Old Business, votes taken after the nonpublic session of the May 11, 2021 Board of Selectmen meeting.

1) Selectman Morin made a motion, seconded by Selectman Gagnon to approve the draft agreement with Sousa Realty to facilitate the relocation of the Firefighter's Memorial to Benson Park and to authorize the Fire Chief to sign the agreement on behalf of the Town. Carried 5-0.

2) Selectman Morin made a motion, seconded by Selectman Roy to recognize, a list of employees agreed upon by the Board, with a letter of thanks and a gift card for going above and beyond their regular duties during the Covid-19 pandemic. Carried 5-0.

3) Selectman Morin made a motion, seconded by Selectman Roy to seal the nonpublic meeting minutes of May 11, 2021. Carried 5-0.

5) Motion to adjourn at 10:52 p.m. by Selectman Morin, seconded by Selectman Roy. Carried 5-0.

8. NEW BUSINESS

A. Senior Center - Reopening Plan

Chairman Coutu recognized Recreation Director Chrissy Peterson and also Fire Chief Rob Buxton. Ms. Peterson explained in response to the Covid-19 pandemic, the Senior Center has been closed since March of 2020. The Town took immediate and needed action to keep the Senior Center members safe during the height of the pandemic. Over the last year, I've been committed to finding creative ways to still connect to our Senior Center members. That has resulted in a lot of one on one conversations where I have learned that many of the members had been vaccinated. This has led me to believe that. I think that we've come to the point in time that it's safe to reopen the Senior Center with safety protocols in place in your package. You should have a copy of the Senior Center reopening plan to list a few points. The plan consists of a soft opening, which what that means is three days a week rather than five. It would be noncontact programming to start. We would have programming time staggering for beginning and end time to avoid any type of potential crowding. And in accordance with the Town's policy, we would require masks to be worn by the members as well as the employees. The main objective is to reopen the Senior Center gradually. I think that is the best option at this point. Allow the senior citizens to adjust to the Covid-19 policies while having the opportunity to participate in senior programming in a safe environment. In August, and the months that would follow along with the emergency operation center command staff, we would re-evaluate where we are with Covid-19 and consider if we're able to possibly increase the days of operation to four days and then potentially five days would be the ultimate goal. I have recently received the EOC stamp of approval on the reopening, the soft reopening plan, I should say. And my hope is to receive the Board's approval tonight and be able to open the doors to the Senior Center and welcome our members back. I know that they've missed being there and we have miss seeing them. If you have any questions,

Chairman Coutu joked, I take it by no contact. You mean we won't have a senior wrestling program this year? Selectman Roy was recognized and said, correct me if the Director is still furloughed at this point. The Senior Center Director, is she still furloughed at this point? Yes, that's it. I hope so. Would she have to come back and should that be part of the motion so that we're not publicly to discuss that OK with the board to get the board approved? Ms. Peterson replied, I've had a couple of conversations with her, I believe so. I just haven't had a formal one until I get permission from the board to invite the senior coordinator service back. The Town Administrator said this item is on the nonpublic agenda for this evening. Selectman McGrath was recognized and said I think that this is wonderful news for the seniors. I'm sure that they've all missed their time at the Senior Center and kind of they'll renew friendships. So it's a good thing. The Chairman added a lot of seniors have been knocking on my door, believe it or not, asking when we're going to open. So I'm looking forward to it. A place to take my wife. All right. Any other comments seeing none, Selectman McGrath made a motion seconded by Roy to reopen the Hudson Senior Center following the reopening plan proposed by the Recreation director, effective July 2021. Carried 5-0.

B. Recreation - Summer Program Cancellation

Ms. Peterson said in response to the Covid-19 pandemic, the Hudson Community Center has been permanently set up for standing committee meetings to provide a location that was safe and socially distanced. Additionally, it has been the primary location for the Hudson Logistics Center meetings, which is required a large venue for the amount of in attendance in those meetings because it was unknown when the priority of the Community Center building hosting meetings would end. The Recreation Department was unable to advertise summer staff positions, conduct interviews and hire in the month of March that we normally would. The uncertainty of where we would be during the summer months kept us at a standstill and prevented us from securing staff from a program that we were not sure we were going to be able to offer this summer. Now, at the end of May, we do not have the sufficient time that is required to post our job applications, interview, hire, conduct background checks, which is kind of a lengthy process, CPR certified counselors in cities. These steps that we're required to take place in March, they would have been both unethical and unfair and to offer positions to two counselors when we did not have certainty that we were going to be able to have the building back and offer this program.

Ms. Peterson continued saying, aside from the staffing issues following and abiding by the State of New Hampshire Covid-19 guidance for day camps and schools, we face extreme challenges here. Our summer program is not a licensed summer camp. It is essentially a summer program, which is 90% inside and 10% outside here in this building when dealing with an average of 200 children a day. Even if we were to lessen the amount and cap it daily, we're still set up in a one room setting. So it would be extremely challenging to instill the many health and safety precautions that are required during this time. The recommendation to cancel the 2021 program, to be completely honest, has weighed heavily on me the past couple of weeks because I know better than anybody that this program is of value to the community and the residents and even people that don't live in Hudson. However, due to the time needed to staff a quality program and the endless obstacles we're facing, abiding by the covid-19 guidance in a one room setting, it's just not something feasible this year for us. So I am unfortunately seeking the Board's approval tonight to cancel the summer 2021 program.

Chairman Coutu then said With regard to your request to have the flexibility to offer occasional daily events or any events, I think the Board would like to have the assurance that any and all events that you would recommend for the summer program, you will discuss with the obviously you'll abide by EOC and you'll be discussing with the Fire Chief before you'd be willing to implement them. And you would not do so without his green light, correct? Ms. Peterson replied, absolutely. The Chairman then said, okay, and I had told you in the course of conversation we talked about this, I believe was about a month ago that if I can be of any service to you to assist you with developing some type of smaller group programs, that would have to be on a first come, first serve basis. Whoever registers first would get first opportunity to come in so that we don't have favoritism. We don't have to have a raffle or just whoever registers for us gets first opportunity. And the group should be contained very small size. And it might just be taking, you know, half a dozen kids down to the point that might be taking them fishing over to Benson Park, maybe even taking a group. And we'll have so many more and join and we'll do the 911 Memorial with the kids and maybe give them a little picnic.

There's a lot of things that we can do on a small scale. All right. Any questions or comments from any member of the Board? If not, I will ask that we entertain *a motion to give the recreation director the flexibility to offer occasional daily events under the direction of the Recreation Department, but with EOC oversight motion by Selectman McGrath, seconded by Selectman Gagnon* Carried 5-0. Chairman Coutu then said to Ms. Peterson, Thank you and thank you for everything you've done up to now. I know it's been very difficult. I don't think a lot of people know what you've been doing through this pandemic to reassure the seniors, the handing out of grocery bags and you're still doing that. And a lot of the little things that you've tried to plan and I know that this is heartbreaking not to have a summer program, but I think come fall, once the dances start again and we'll be in full swing. And I know you'll do an outstanding job. Thank you.



C. HPD - Request to Advertise Fulltime Police Officer

Chairman Coutu recognized Chief Avery and Captain Dionne. Chief Avery began saying, Thank you, Mr. Chairman. Good evening. Members of the Board. We're here before the board tonight for probably the 15th time in the last two years to request permission to advertise to run a police test. This time, we're going to try doing something a little bit different with where our advertisement is going to be a short advertisement and then right into a test in late June. And also get your permission to keep this an open advertisement as we move through the summer months and through next year with the state of law enforcement in the United States. It is not a job that a lot of people are coming out of the woodwork to join. And quite frankly, I don't blame them. But we are going to do everything possible to get recruits into the Town of Hudson and good, solid recruits. I'm not going to hire somebody just for the sake of putting a body in uniform. That will not happen in this town. So I'd like to continuously advertise looking for recruits. And in turn, our services division will be running a test whenever we get two to three candidates coming in the door, run a test instead of waiting to do, what, every six months or every year.

Chairman Coutu then asked you feel more comfortable doing it that way? Obviously, we knew we could have predicted maybe a year ago that it was inevitable it was going to come to this, that it's not an appetizing position to want to have today for a younger generation in light of what's going on around the country. But I can assure people out there, speaking on behalf of the town of Hudson, we're a relatively safe community to be serving in. The atmosphere has been great so far. We have our day to day operational problems in terms of crime and things like that, not unlike any other community. But I certainly like the idea of having an open enrollment type program where you can get him tested immediately. So let me let me ask you. You run an ad and four people apply and you're going to test the four of them. You will only go come to the Board of Selectmen to recommend someone for appointment and then go off to the academy. Chairman Coutu asked how many sworn officers the Department has. Chief Avery replied 51 total sworn and we have three vacant.

Selectman Morin was recognized and asked I see Manchester hiring all the time. Are they doing this type of program where they because I see both police and fire are always bringing new people with our whole, you know one general test? Is that a program they're doing? Chief Avery replied, they're doing it. National police went to it as well. I think they have since stopped doing it. It's time consuming selectmen moron. But I think we have to do it at this stage. But I know Nashua and Manchester are both hiring this way. And, you know, I can speak for the other chiefs there. They're all short police officers and there aren't a lot worse shape than we are here in Hudson. Selectman Morin said, I just see it as if you get somebody, and you can get them before somebody else grabs them. Chief Avery replied, that's correct. Absolutely. And that's a reason why I'm moving in that direction. Chairman Coutu asked salary wise, are we a little more competitive now that we've got to scale a little bit? Chief Avery said It is the best I can tell, Mr. Chairman. And thanks to the residents and obviously the Board in the Budget Committee, I believe we are one, two or number three in the state. His salary goes. And at the end of this contract, we will be one or two pending that other departments don't get a large increase. But our patrol officers salary is very competitive and all the way through the ranks.

Chairman Coutu replied took us a while to get there, but we're there. All right. Thank you. Any other questions? Anyone on the board saying none. I'll entertain a motion to allow Chief Avery to advertise for a full time police officer on an as needed basis. A motion by Selectman McGrath, seconded by Selectman Gagnon. Carried 5-0.

D. HFD - Replacement of Light Duty Fleet

Chairman Coutu recognized Chief Buxton and said members of the board, Mr. Chairman, I'm here this evening to review with you the purchasing of three flight duty fleet vehicles that were highlighted in the FY21 budget. We're looking to purchase one command vehicle and two support vehicles. One of the vehicles will be a Ford F 150 Responder, which will be the command vehicle. And then the other ones, the two others will be Ford Rangers for the support vehicles. We reviewed both the Chevy and Ford products. And we're recommending tonight that we move forward with purchasing through Londonderry, Ford currently. 99% of our fleet and our medium sized fleet in our light duty fleet or Ford vehicles. So we're looking to continue this. We've had good luck with those. They're running the responder model as of right now. So we'll looking forward to do that again. We're looking to also outfit those vehicles with the appropriate lights and emergency warning systems, and we're looking to put all three of the vehicles underneath one lease and move forward. Leasing2 would be our leasing company. Again, I believe the Finance Director offered a lot of support this evening and we're looking forward to getting those in place. Selectman Morin was recognized and asked, Chief, I'm sorry, I thought the pickup truck was going to replace the utility? When you say command vehicle, what do you mean by that? Chief Buxton replied it's going to take the place of most likely my vehicle, which is getting up over 80,000 miles now. So that'll go to a backup vehicle and that'll become a command vehicle. Use the back bed for command space. Selectman Morin then asked, so you'll be driving that? Chief Buxton replied, most likely. Selectman Morin then said, OK. All right. So the two other vehicles, those for the Deputies? Chief Buxton replied, that's Inspectional Services, the Deputies are staying in, the two Tahoe's that they're in right now, those don't come up for replacement for another two years. Selectman Morin then said, Ok, so when you get the command vehicle, it's going to be a command vehicle, sort of like what Nashua's got is what you're looking at? Chief Buxton replied, yeah we're looking at something along that style. We're not convinced whether we're going with a cap or with a flatbed cover, but there'll be a slide out try in there that'll have the command center in it. And so like the back of my car now. Selectman Morin then asked, Ok, so it will be your vehicle, though, so you'll be responding as the commander? Chief Buxton replied, yup, yeah and what we're doing, just to talk of the difference between the pickup truck and the Explorer as we're working to get our command staff separation between their work gear and the passenger compartment. So what's in line with our cancer prevention program? That that equipment that's in the sits in the back of the vehicle off gases for days, several days after the vehicle is are the equipment's been used and cleaned. Even so, we're looking to increase that cancer prevention and leave that in place. So add some separation there.

Selectman Morin then asked, Are we getting rid of any other vehicles? Chief Buxton replied, we're getting rid of three vehicles out of the fleet. So we'll have the red Tahoe, which is a 2004, will transition out of the Chevy Colorado pickup truck, which is actually a hand-me-down from the Police Department, animal control division, the 2005. And then we have a 2005 F250 gas prevention vehicle that will actually be transitioned to the highway Public Works, excuse me, for a yard vehicle or for some light fuel truck for them. Chairman Coutu then said Chief, do we still have a vehicle in your department that's fully equipped to mitigate any communication problems we might have in-house?

Chief Buxton replied all of the command vehicles, which we now have, this will be, we have four available have the ability to be set up in the field to operate in the communications system. Chairman Coutu went on to say you know, the redundancy is available through our four vehicles. Chief Buxton responded both of the deputies and myself have one of those vehicles. And then there is a backup vehicle out of Central for our call back captain when they come in to work. The Chairman replied Ok, good. Thank you, Chief. Any other questions? Selectman Morin asked where you are going to have that command vehicle is that are going to be low profile like you've got now or you're going to mark it? Chief Buxton replied it will be Similar to what I have now.

Selectman Roy made a motion seconded by Selectman Gagnon to waive the competitive bidding requirements as outlined in Hudson Town Code 98-7 for the purpose of leasing from Ford of Londonderry for the Light Duty Fleet Replacement. Carried 5-0.

Selectman Roy made a motion seconded by Selectman McGrath to authorize the Fire Chief to lease purchase a Ford F-150 Responder and two (2) Ford Rangers through Ford of Londonderry. Also to purchase all associated up fitting costs for the total of \$112,133 and secure funding through Leasing2 on a three-year term at \$39,211.99 per year with the first payment due June 15, 2021. Carried 5-0.

9. Remarks by the Town Administrator

The Town Administrator was recognized and just want to wish everybody a safe Memorial Day weekend. That's this weekend. So Town Hall will be closed Monday, but it's the unofficial start to summer.

10. Remarks by the School Board

Ms. Lamothe said, thank you, Mr. Chairman. Last night, we celebrated a rededication ceremony for the Wilbur Palmer Career and Technical Education Center. The CTI Center, which we will here on out refer to as the Palmer Center, originally opened in 1992. And it was nice to see the renovations pass in 2018. And construction is pretty much completed and it brought us into the 21st century. It's wonderful to see the legacy of Wilbur Palmer continue and benefit future generations. We heard from Marjorie Palmer and his family was actually present at the ceremony. HCTV recorded the ceremony and it's available on their website, if anyone would like to view it. We also heard from some student ambassadors. There were ambassadors there to give a tour of the CTI Center. So it was a wonderful celebration and just the value of the center for students to have a hands on education. And it's not just for the trades. It prepares them for post-secondary education. So it was really a wonderful celebration. Also, looking ahead to June 7th, we have the second shot for those aged 12 and older. The vaccine clinic was at H.M.S. And I'd like to thank Chief Buxton for helping with that effort. The last day of school is June 14th. And that will be the official beginning of summer. Thank you.

Chairman Coutu then said ok, I've been in contact with Chairman Gasdia and so for my fellow Board members who would like to jot this down, he's requesting that we put off the joint meeting between the Board of Selectmen and the School Board. And these are the three dates that I believe that the school committee is opting for, ready to be August 17th, 18th and 19th, which would be Tuesday, Wednesday or Thursday. So if you can get back to the Chair or to Jill with your date preference, please let her know. And then if there's a consensus and like three of you want one date and one or two want a different date and see if we can coalesce and get everybody to go the same day, and then we'll get a hold of Chairman Gasdia and inform him of the wishes of this Board.

11. Other Business/Remarks by Selectmen

Selectman Gagnon: And I actually did attend the Palmer Center rededication last night, albeit a little late. Sorry, I'm very impressed. You know, walked the whole school had really good tours. I mean, everything from what you expect to automotive and wood shop and welding to, you know, a drone class. And I mean, it was just, I was really astonished with how beautiful it is, how well laid out it is and even the security so, so well done to all. That's all I have for Mr. Chairman.

Selectman McGrath: I just have one thing, and it's on behalf of the Hudson Police Department, they'd like to let the citizens know that the there's a scam that's going around and it's called the grandchild in jail scam. A Massachusetts victim lost over fifty thousand dollars before realizing it was a scam. If you receive a call from anyone claiming to be a relative who was in a car accident with serious injuries in us and is asking for thousands in cash for bail to be sent someplace or picked up by a

courier, do not do not comply. Hang up and contact your relative to verify they are OK. If someone is in jail and needs bail, you will always have to go to the police department or jail and meet with a bail commissioner to fill out paperwork for the arrested person's release. Please educate elderly parents and friends who are not on social media about this scam. That's all that I have, Mr. Chairman.

Selectman Morin: I just want to talk about the flags of honor were put up in Library Park last weekend by the American Legion. And this year they've added 40 flags to that. So it is quite an impressive display. Want to remind everybody there will be Memorial Day ceremonies held at 2:00 p.m. at Library Park. And the last thing is reference to the Wilbur Palmer ceremony last night. I did attend also and they did recognize our TV people for all their hard work over the last two years, making sure all the information got out and doing all the videos of showing the building during construction. And another thing I found out about the TV people, for lack of better terms, being a firefighter, a little bit of mutual aid to the Wilton Fire Department. Our TV crew assisted the town of Wilton and the fire department and making a recruitment video. And I actually got to see it the other night. And they're very appreciative and they did a great job. Thanks. That's all I have, sir.

Selectman Roy: I also attended the Palmer Center rededication and was very impressed with the outcome of that. Renovation is amazing. Almost makes me want to go back to school. I also want to note that the ambassadors did a wonderful job doing tours and explaining everything. They were very well informed and did a great job. And the last thing I have is I hope everybody enjoys the week, the long weekend and please drive safe. All I have.

Chairman Coutu: I'm going to ask that you please bear with me. It's been a long weekend, as you all know, I went down to North Carolina to visit with my daughter, my youngest daughter, and went down with our oldest daughter and my wife. And we saw our daughter and her husband and our three grandchildren we haven't seen in two years. We had a great experience. I prepared a statement for this evening. This is not easy for me. My wife Doris and I took advantage of a lengthy weekend getaway offer to visit with our youngest daughter, son in law and three grandchildren we haven't seen for over two years due to Covid. Our oldest daughter came with us and yes, it was a very pleasurable weekend in North Carolina. We spoke at great length about my wife's medical condition. A conversation we also had with our sons prior to leaving. Her condition will gradually worsen and it will progress at a pace that nature takes it. It was the first time my family in North Carolina had seen their mother and memere with the condition. We all agreed that she needed personal attention on a daily basis. And it is therefore with a heavy heart that I am announcing my resignation from the Board of Selectmen effective at the conclusion of this meeting. My wife has dedicated her life to our family and it is time that we, the family, dedicate our lives to her to help with that endeavor. Our oldest son passed papers on a home adjacent to ours in Hudson this past Monday. Excuse me... I want to thank all of our friends and constituents who have been loyal and fervent supporters throughout these last 13 plus years that I have had the pleasure of serving as your selectman, we have accomplished much, but there are many challenges ahead. It is my pleasure to turn over the chairmanship to Marilyn, who I trust with being a great leader to this Board. It was a long in coming, Marilyn. You've earned it. You deserve it. You know, I've tried in the past couple of opportunities that I've had to nominate you. And no, I'm not doing this just to stick you with the chairmanship. You know why I'm doing this. I love my wife. Again, many thanks. And a shout out to all of our employees with special recognition to you, Steve, for your always being available to me when I was in need of your advice or counsel. You've always been there since day one. I have had the distinct honor of serving with many great municipal employees and former selectman and present selectman, many of whom I am proud to call my friends. Mr. Malizia, here are the keys to the doors. I will be sitting in nonpublic to fulfill my duties, duties as a member of the Board of Selectmen, Selectman McGrath I will have for you here a completed a job performance review for you to take and put in with the fact that I believe it's fair of me to have made an evaluation, having worked with that Town Administrator over this past year.

The Chairman went on to say, again, no one knew about this. I didn't tell you, Dave. I didn't tell you Marilyn, closest to me on the Board. I discussed this with my children and one friend and one friend is a resident of Hudson who's been with me since the first day of my first campaign. And we were friends many years prior to that. We continue to be friends to this day. And he said the same thing my children said and the same thing my wife said. Do you really want to do this? Because they know how much I love politics and how much I love my town. And my wife is worth a lot more than my being here sitting in front of a microphone every other Tuesday. But we all know that isn't what this job is all about. There's a lot more to it that people are not aware of the incessant number of phone calls and emails and researching matter and data that we need to have in order to give an intelligent answer to any constituent who calls. The task ahead of you is not going to be an easy one to find a replacement. Mr. Malizia will walk you through the process. But again, thank you so much, each and every one of you. And with that, Mr. Malizia, could you take us into non-public? The Town Administrator said, the Chairman will entertain a motion to enter non-public session that RSA 91-A:(a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. Motion made by Selectman Roy, seconded by Selectman McGrath. A roll call vote was taken. Carried 5-0.

## 12. NONPUBLIC SESSION

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

Motion by Selectman Roy at 8:10 p.m., seconded by Selectman McGrath, to go into non-public session. A roll call vote was taken. Carried 5-0.

Chairman Coutu entered Nonpublic Session at 8:10 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public is asked to leave the room.

Chairman Coutu entered open session at 9:10.m.

Motions made after nonpublic session:

Selectman Gagnon made a motion, seconded by Selectman Roy to bring back, Senior Services Coordinator Lori Bowen, from furlough status for up to 24 hours a week effective June 21, 2021. Carried 5-0.

Selectman Roy made a motion, seconded by Selectman McGrath to promote Sergeant Patrick McStravick to Lieutenant at \$91,607.00 in accordance with the Hudson Police, Fire, Town Supervisors Association Contract (Step 4). This elevation in rank would be effective Thursday July 1, 2021. Carried 5-0.

Selectman Gagnon made a motion seconded by Selectman Roy to allow Chief Avery to recognize and award \$100 merit awards to Attorney Joe Tessier, Captain Dave Bianchi, Captain Tad Dionne, Captain Dave Cayot, Lieutenant Mike Davis, Lieutenant Steve McElhinney, Lieutenant Roger Lamarche and Executive Coordinator Sherrie Kimball and a \$200 merit award to Animal Control Supervisor Jana McMillan. Carried 5-0.

Selectman Morin made a motion, seconded by selectman Roy to adjust Finance Director Lisa Labrie's salary from \$92,000 per year to \$96,000 per year, effective June 10, 2021. Carried 5-0.

Selectman Roy made a motion seconded by Selectman McGrath to move HCTV employee Michael Johnson from fulltime status to part time status with up to 20 hours a week. Carried 5-0.

Selectman Roy made a motion, seconded by Selectman Morin to seal the nonpublic meeting minutes of the May 25, 2021 meeting. Carried 5-0.

Selectman Roy made a motion, seconded by Selectman Morin to adjourn at 9:13 p.m. Carried 5-0.

13. ADJOURNMENT

Motion to adjourn at 9:13 p.m. by Selectman Roy seconded by Selectman Morin. Carried 5-0.

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

\_\_\_\_\_  
Roger E. Coutu, Chairman

\_\_\_\_\_  
Marilyn E. McGrath, Vice-Chairman

\_\_\_\_\_  
David Morin, Selectman

\_\_\_\_\_  
Kara Roy, Selectman

\_\_\_\_\_  
Brett Gagnon, Selectman

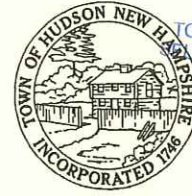


TOWN OF HUDSON  
Finance Department

Agenda  
6-8-21

RECEIVED

JUN 02 2021



TOWN OF HUDSON  
SELECTMEN'S OFFICE

8A

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

**To:** Board of Selectmen  
Steve Malizia, Town Administrator *John*

**From:** Lisa Labrie, Finance Director

**Date:** June 1, 2021

**Subject:** Purchase of New Mass Appraisal Software – Assessing Department

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

**Recommendation:**

I agree with Jim Michaud, Chief Assessor and Lisa Nute, I.T. Director to waive the formal bid process in this instance and to purchase Mass Appraisal Software from Vision Government Solutions, Inc. (VGSI). Our current Patriot software has been used since 2002 and is need of replacement with a more robust package.

**Funding:**

This software purchase will be funded from the FY22 Assessing budget account # 5410-252.

**Information:**

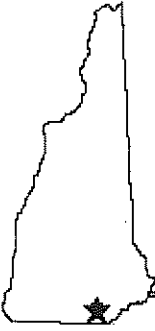
The Chief Assessor and I.T. Director have investigated software possibilities to replace our current Patriot AssessPro package. They agree that VGSI's v8 software will best fit the Town's needs. Vision is used throughout NH by the 30 most populated communities, they have a reputation of excellent support, their software handles residential, commercial and industrial accounts and this company is committed to New Hampshire. VGSI would also provide the benefit of Hudson being part of a large user group and is known for being very responsive to annual changes in reporting required by NH DRA.

**First Motion:** To waive the bid process and purchase v8 CAMA Software a Mass Appraisal Software from Vision Government Solutions, Inc.

**Second Motion:** Authorize to expend \$60,000, using Account #5410-252.

**The Town will not accept services or make payment prior to July 1, 2022 for this software.**

**Cc:** Jim Michaud, Chief Assessor



# TOWN OF HUDSON

Office of the Assessor


Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)  
[www.hudsonnh.gov](http://www.hudsonnh.gov)



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

TO: The Board of Selectmen  
Steve Malizia, Town Administrator

June 8, 2021

From: Jim Michaud, Chief Assessor 

RE: New Mass Appraisal Software – Assessing Department

The Assessing Departments is recommending that the BOS authorize the awarding of a new mass appraisal software contract to Vision Appraisal (VGSI Inc.) for replacement of, and conversion thereof, the Assessing Departments CAMA (Computer Assisted Mass Appraisal Software) program. The Town has been utilizing Patriot Properties' AssessPro, Classic version software since 2002. We will have seen 20 years of use by the time a database conversion is done in FY22.

### Why replace?

The Assessing and IT departments had prior presented this to the BOS during the budget process in the fall of 2021 and jointly agreed that the existing "Classic" version software, which was designed for a DOS environment and then subsequently modified to fit into a Windows environment, is outdated and obsolete. Having been built on antiquated technology, our liability of continuing to use it is that inevitably, a security change by Microsoft through their automatic updates will break our software altogether. Though we can't prove that current increased problems are directly related, it is not far-fetched to assume this trend of instability will continue.

### Why replace now?

We have purposely timed the replacement of this software in this FY22 budget cycle. The Town is going to be selecting vendors this spring/summer to conduct a full Town-wide update of assessed values for the 2022 property tax year. The timing for the property value update itself has been planned and budgeted for over multiple budget cycles as the Town is constitutionally and statutorily required to update property values every 5 years. The last one occurred in 2017. The industry standard for updating mass appraisal software is optimal when done in the similar time period as a property value update. The myriad of valuation tables will be changing, market analysis will be new and fresh, and the update and its analysis will all be done in that new software environment. It behooves us



to align all the working parts to achieve an overall successful result on all fronts-- software implementation and its related database conversion, and up to date market values as the basis for property assessments for the 2022 property tax year.

**Which mass appraisal software packages make  
the most sense for the Town of Hudson?**

Patriot Properties - The Town's existing vendor does have an updated software program that it is actively marketing, installing, doing database conversions etc, it's called AP5. In New Hampshire our vendor has 7 communities that use its software, two are actively using AP5, two are converting off of AP5 to Vision Appraisal's (VGSI) v8 software, and three are still on Classic AssessPro.

The City of Rochester recently had updated to AP5, at a cost of \$35,000 +/-, and the database conversion was so difficult and costly in terms of time etc, that they subsequently spent \$70,000 + to convert to VGSI's v8 software. In other words, they paid twice to get their software upgraded and databases converted. The City of Nashua converted from Classic AssessPro to AP5 recently, but it reportedly needed a lot of time effort and work from Nashua's own IT department staff to assimilate it successfully. The Town of Hanover was on AP5 but they have recently decided to go back to VGSI's v8 software.

Vision – VGSI - The Assessing and IT Departments jointly agreed that the Town can ill afford to convert our existing Classic AssessPro software to AP5 and end up with costly issues as Rochester had just gone through. We do not recommend continuing with utilizing Patriot Properties as our CAMA provider.

The Assessing and IT Departments both agreed that switching to VGSI's v8 software makes the best fit for Hudson. The Town of Londonderry recently successfully converted off of Classic AssessPro to VGSI's v8 software, and Hudson IT staff and myself attended the demonstration for that when they were being selected. We both recommend going with v8 software. I have attached information that I received from State of NH DRA, and, out of the 30 most populated communities in the state, with the most diverse databases of properties (not just residential but also commercial and industrial accounts) almost 75% use VGSI's software. We would gain the benefit of being part of a large user group of VGSI users, (there are actually 57 NH communities in total that utilize their software (attached)) VGSI pays attention to its customers and is very responsive to annual changes in reporting standards that the State's DRA requires. VGSI has over 450 installations of its software throughout New England, has 110 employees, 14 in Software, 3 in IT, 12 in software support, and 60 active Appraisal staff, they are a mature governmental services firm and one that would best meet the needs of the 10 largest community in the State.

There is an additional benefit in that VGSI (unlike Patriot) also conducts revaluations in the State, in the last 5 years they have done 5 revaluations, including large communities like Manchester, Bedford, Portsmouth, Salem and they are actively under contract with 4 others for the 2021/2022 tax years. The Town is scheduled in

spring/summer 2021 to select a revaluation vendor for its 2022 revaluation, we would benefit from competitive pricing on that project from VGSI if we were to also have them conduct the revaluation.

**How much is this going to cost?**

I have attached the contracts from VGSI that lays out the particulars of the cost, it is consistent with what it costs the Town of Londonderry and the City of Rochester. The cost of the software and conversion is \$60,000. There is an additional cost of \$6,496 for the annual software support and maintenance contract, plus an additional \$3,616 for hosting our database on the web for the public. It is important to point out that Vision will waive 2 years of the annual software support and maintenance contract, plus the online database public web hosting costs if we also contract with them for the actual revaluation.

***Draft Motion 1:* To waive the competitive bidding requirements as outlined in Hudson Town Code for the purpose of the New Mass Appraisal Software – VGSI Inc. contract.**

***Draft Motion 2:* To approve the New Mass Appraisal Software – VGSI Inc. in the sum of \$60,000 for year 1, with said sum to come from the FY22 Assessing Department Budget 5410-252, as recommended by the Chief Assessor, Jim Michaud.**



57 NH clients of VGSI's appraisal software

**Account Name**

Acworth NH  
Amherst NH  
Bedford NH  
Belmont NH  
Berlin NH  
Bethlehem NH  
Bow NH  
Bridgewater NH  
Candia NH  
Charlestown NH  
Chesterfield NH  
Claremont NH  
Concord NH  
Derry NH  
Dunbarton NH  
Durham NH  
Epping NH  
Exeter NH  
Fremont NH  
Goffstown NH  
Grantham NH  
Greenland NH  
Hampton NH  
Henniker NH  
Hinsdale NH  
Hollis NH  
Hooksett NH  
Jaffrey NH  
Keene NH  
Laconia NH  
Lincoln NH  
Littleton NH  
Londonderry NH  
Lyme NH  
Lyndeborough NH  
Manchester NH  
Meredith NH  
Milford NH  
New Durham NH  
Newington NH  
Newmarket NH

North Hampton NH

Pelham NH

Pembroke NH

Plaistow NH

Portsmouth NH

Raymond NH

Rindge NH

Rochester NH

Rye NH

Salem NH

Sandown NH

Seabrook NH

Strafford NH

Troy NH

Wilton NH

Windham NH

Company	# of employees	IT/Software/Support	Appraisal Staff	Installations in NH	Installations overall
Vision (VGSI)	110	29	60+	57	460+
Patriot	43	27	16	7	228
Avitar	22	6	12	145	only operate in NH

### CONVERSION DETAILS

There are approx. 680 data elements per assessment record, NOT including the sketch & comments field, that need to be converted, per assessment record. There are many that due to # of permits, # of sales, # of activity information visits, # of outbuildings, that will represent additional data elements beyond the above count.

There are 9,997 accounts, approx. 500 represent vacant parcels, AND there are 158 multi-card accounts representing 728 additional cards; total of 10,567 conversion accounts.

10,567 conversion accounts times a mininum of 680 data elements = 7,185,560 data elements to convert NOT including thousands of sketches, approx. 7.1 MILLION plus data elements..

## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement (“Agreement”) is made and entered by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“Licensor” or “Vision”) and Town of Hudson, New Hampshire (“Licensee”). Licensor and Licensee may be collectively referred to as “Parties” or individually as a “Party.”

WHEREAS, the Licensor has developed and owns, or has the right to use and/or license, certain software and related documentation that Licensee desires to use; and

WHEREAS, Licensor is willing to grant a license to Licensee to use, and Licensee desires to use, such software and related documentation, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1 Definitions

- 1.1 “Defect” shall mean reproducible errors in the Software which prevent the Software from performing in all material respects in accordance with the Documentation, when operated in the proper environment and used in accordance with all applicable instructions.
- 1.2 “Designated Hardware” shall mean the central processing unit (CPU), local area network, or network server or other hardware specified or permitted by Vision designated by the Licensee and in compliance with any known required specifications, and if applicable, the number of users set forth on the applicable Schedule or other addendum attached hereto and made a part hereof. The Designated Hardware may include mobile devices and annexed hereto. “Documentation” shall mean the user documentation describing the Software and providing guidelines for its use, and any and all additions and updates thereto provided to Licensee by Licensor, and any portion of the foregoing.
- 1.3 “Enhancement” shall mean collectively any modification, addition, or change to the Software that provides error corrections or efficiency alterations to the Software, designated as such in Licensor’s sole discretion. Enhancements are provided by Licensor to Licensee under this Agreement and/or pursuant to an applicable Schedule or other addendum, without an additional charge as part of warranty or maintenance Services, *provided that* Licensee has not breached this or any other Agreement between Licensor and Licensee. Enhancements are delivered to the Licensee as part of a software release.
- 1.4 “Installed Software” shall mean the specific Software being licensed to Licensee by Licensor as specified on any applicable Schedule, without regard to the method by which Licensee accesses such Software.
- 1.5 “License” shall mean the license granted hereby to the Licensee by the Licensor for the Software.
- 1.6 “Location” shall mean the permitted location for the Designated Hardware, as listed on the applicable Schedule(s) annexed hereto and made a part hereof.
- 1.7 “Module” shall mean a dependent software program that works with the Software but provides separate and optional functionality, which may be offered to Licensee for an additional charge.
- 1.8 “Person” shall mean any individual, partnership (general, limited or otherwise), limited liability company, corporation, joint venture, trust, trustee, unincorporated association, proprietorship or other legal entity, or any government, agency or subdivision thereof.
- 1.9 “Prices” shall mean the then-current list prices of Licensor for Software or Services. The price list in effect on the date of this Agreement may be annexed hereto as an applicable Schedule.
- 1.10 “Schedule” shall mean any additional document that is attached hereto, made a part hereof and incorporated into this Agreement by reference, that is executed by both Parties.
- 1.11 “Services” shall mean all the conversion, support, update, modification, installation, implementation, maintenance, consulting, training or other services provided to Licensee by Licensor or any designee of Licensor, pursuant to this Agreement and any applicable Schedule.
- 1.12 “Software” shall mean the Installed Software and any and all Enhancements and Upgrades, custom and other software hereafter provided to or obtained by Licensee pursuant to this Agreement, any other agreement between Licensee and Licensor, whether in object code, source code or any other form, and any portion of the foregoing. The Software may be further defined in any applicable Statement of Work.
- 1.13 “Statement of Work” shall mean a specific type of Schedule that specifies, among other things, the Software and Services being purchased and/or licensed by Licensee, and the number of users authorized to use the Software.
- 1.14 “Upgrade” shall mean collectively any significant modifications or changes to the Software which provides new or different functionality and/or interoperability, designated as such in Licensor’s sole discretion as a new software version. Upgrades are provided by Licensor to Licensee pursuant to an applicable Schedule. Licensor allocates or charges separate or additional consideration for Upgrades.
- 1.15 “Warranty Period” shall mean the 120-day period from the later of shipment or delivery to Licensee of the Installed Software, unless a different period is specified on an applicable Statement of Work regarding such Installed Software.

## 2 License Grant and Restrictions

- 2.1 **General.** The Licensor represents that it has the right to grant the License hereunder. The Installed Software and its related Documentation are licensed, not sold, to Licensee for use only under the terms of this Agreement.
- 2.2 **License Grant.** Upon and subject to the terms and conditions of this Agreement, Licensor grants to Licensee, and Licensee accepts, a non-transferable, limited, non-exclusive license to: (i) use the Installed Software in object code form as limited below and by any applicable Schedule; (ii) use the Installed Software only for Licensee's internal business needs; and (iii) use the Documentation to support the use of the Installed Software and/or Service(s). All rights not expressly granted hereunder shall be reserved to Licensor. Additionally, Licensee shall not, sublicense, sell, rent, transfer, distribute or otherwise commercially exploit or make the Software or Documentation available to any third-party. Licensee and all of its users who have the right to use the Installed Software on behalf of Licensee under this Agreement, will be bound and comply with this Agreement.
- 2.3 **Restrictions.** Licensee shall not, directly or indirectly (i) reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software, or any portion thereof; (ii) make more copies of the Software and the Documentation than is specified in this Agreement or allowed by applicable law, despite this limitation; (iii) publish or otherwise display the Software and/or the Documentation, including any screenshots of the Software, for others to copy; (iv) modify or create a derivative work of any part of the Software or Documentation; (v) use the Software other than as, or for any purpose other than that, set forth in the Documentation or in any application that may involve risks of death, personal injury, severe property damage, or environmental damage; (vi) file copyright or patent applications that include the Software or Documentation or take any other action that may transfer any intellectual property rights in the Software or the Documentation to any Person other than Licensor; and/or (vii) permit a competitor of Vision to use or view the Software and/or Documentation without Vision's expressed written permission. The Licensee recognizes that the Software and/or Documentation is itself proprietary information and shall use at least the same degree of care as it uses to protect its own proprietary information of similar kind, but in no event shall such care be less than commercially reasonable, so as to protect the Software and Documentation without limiting the generality of the foregoing.
- 2.4 **Provision of Installed Software.** Licensor shall provide to Licensee (i)(a) the object code for the Installed Software or (b) remote access to the Installed Software and (ii) Documentation for the Installed Software. Maintenance is available only pursuant to a separate Schedule that may be attached to this Agreement.
- 2.5 **Locations.** In the event Licensee receives the object code for the Installed Software (rather than remote access thereto) Licensee shall use the Installed Software only on the Designated Hardware and at the Designated Location(s). Licensee shall have the right to change the Location of the Designated Hardware and to upgrade

the Designated Hardware to use the Installed Software on a central processing unit that replaces the Designated Hardware. In no event shall Licensee have the right to use or permit the use of the Installed Software simultaneously on more than one central processing unit in excess of the permitted number of users as set forth on the applicable Schedule.

## 3 Protection of Proprietary Rights

- 3.1 **Proprietary Rights.** Licensee acknowledges that the Software and Documentation have been and shall be developed by Licensor at great expense to Licensor, that the Software and Documentation are proprietary to Licensor and that Licensor has, and shall have and retain, full title, ownership, proprietary and other intellectual property rights in the Software and Documentation, including without limitation, copyright, trademark, service mark, trade secret, trade name and other intellectual property rights (collectively the "Proprietary Rights"). Further, Licensee acknowledges that the Software is designed as a standard product and not as a customized product created exclusively for the Licensee.
- 3.2 **Licensee's Rights.** Licensee acknowledges that the rights granted to Licensee hereunder are only the rights of a Licensee. Licensee acknowledges and agrees that: (i) no title or ownership of the Software or Documentation is transferred to Licensee hereby; (ii) the Software and Documentation and all Proprietary Rights are, and shall remain, the exclusive property of Licensor (or its licensors); and (iii) except for the License granted in Section 2 above, Licensee shall not have any right, title or interest in the Software or Documentation. Licensee shall not make any claim or representation of ownership, or act as the owner, of any of the Software or Documentation. Licensee agrees not to remove, change or deface, and shall include, Licensor's copyright notice and notice of its Proprietary Rights on each and every item of Software copied or reproduced.
- 3.3 **Licensor's Rights.** Licensor acknowledges that it has no right to or interest in the data processed by Licensee using the Software, except that of limited use (i) to install, implement and maintain the Software, and (ii) for commercial purposes for that data deemed a public record pursuant to the laws and regulations of the applicable federal and state jurisdictions governing the disclosure of public records.
- 3.4 **Confidentiality.** Licensee shall keep confidential the Software and other information of Licensor which is confidential, proprietary or nonpublic ("Confidential Information") and shall not disclose the Confidential Information to any Person, except to employee(s) of Licensee with a need to know the Confidential Information in order for Licensee to perform its obligations under this Agreement. Confidential Information shall not include information which (i) is in the public domain at the time of disclosure or enters the public domain through no act or omission of Licensee, (ii) Licensee's written records in existence at the time of disclosure show was known to Licensee at the time of disclosure, (iii) is freely disclosed to Licensee, without restriction, by a third party without a duty of confidentiality to Licensor, and (iv) Licensee's written records show to have been developed



# VISION

## GOVERNMENT SOLUTIONS

independently by Licensee by personnel without access to the Confidential Information.

- 3.5 Notification of Unauthorized Use. Licensee shall promptly notify Licensor upon becoming aware of the possession, use, or knowledge of any Confidential Information by a Person not authorized by this Agreement to have such possession, use or knowledge. Licensee shall promptly furnish to Licensor full details of such possession, use or knowledge and shall use reasonable efforts to cooperate with Licensor, at Licensor's expense, in any action taken or deemed necessary by Licensor to protect the Confidential Information or Proprietary Rights.

#### 4 Warranties

- 4.1 Software Warranty. Licensor warrants to the Licensee that the Installed Software shall operate in all material respects in accordance with its Documentation for duration of the Warranty Period ("Software Warranty"). Licensee's exclusive remedy and Licensor's exclusive obligation for any breach of this Software Warranty shall be the correction of Defects or replacement by Licensor of the nonconforming portion of such Installed Software, at Licensor's sole election. The failure of Licensee to notify the Licensor within the Warranty Period of the failure of the Installed Software to conform to the Documentation therefor shall relieve Licensor of its obligations and liabilities under this section of this Agreement. Licensee's notice shall disclose the items within the Documentation to which such Installed Software fails to conform and the manner in which the Installed Software fails to conform with sufficient specificity to permit Licensor to reproduce and correct such nonconformity. In the event Licensor determines, in its sole discretion, that it cannot, using commercially reasonable efforts, correct a Defect or replace such nonconforming portion of the Installed Software, Licensee may return the Installed Software and Documentation and receive a refund of the License fee paid hereunder. Licensee's right to return the Installed Software and Documentation and receive a refund hereunder shall expire at the expiration of the Warranty Period. This Software Warranty shall be null and void upon, and shall not apply to any Defect or nonconformity caused by (i) any modification or alteration of the Software or Licensee's equipment other than by or with prior approval of Licensor, (ii) misuse or abuse of the Software or Documentation, (iii) negligence or wrongdoing of Licensee in connection with the Software or Documentation, (iv) force majeure events as set forth in this Agreement, (v) malfunction of any of Licensee's equipment, or (vi) use of the Software or Documentation in any manner inconsistent with this Agreement or the Documentation therefor. Licensee shall pay Licensor at Licensor's then-current time and materials rates for its Services in the event Licensee makes a Software Warranty claim that is null and void or inapplicable hereunder. The Software Warranty does not apply to any portion of the Software, Documentation, supplies or materials which are, by their nature, consumable or expendable. The Warranty Period for Enhancements will run contiguously with the Software Warranty for the enhanced Installed Software, unless Licensor notifies Licensee that a longer Warranty Period applies upon delivery of the Enhancement to Licensee. The

Warranty Period for Upgrades shall be as set forth in the Schedule or other agreement pursuant to which the Upgrade is provided.

- 4.2 Services Warranty. Licensor warrants that all Services will be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Services Warranty"). Licensee's remedy for a breach of the Services Warranty will be, at Licensor's option, either to (i) re-perform such Service(s); or (ii) to provide Licensee a refund for the allegedly defective Service(s). Such remedy will only be available if Licensee notifies Licensor in writing within thirty (30) calendar days of the completion of such Service(s).
- 4.3 Warranty Exclusions; Exclusive Remedy. LICENSOR DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, OTHER THAN THE WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Licensor does not warrant that the Software will satisfy, or may be customized to satisfy, all of Licensee's requirements or that the use of the Software will be uninterrupted or error-free. The remedies set forth herein shall be the sole and exclusive remedies of Licensee.

#### 5 Maintenance Services and Enhancements

- 5.1 Commencement of Maintenance Service. Licensee acknowledges that this Agreement includes certain warranties for the Installed Software and Services, and that these warranties are separate from any Installed Software maintenance service. The commencement date of maintenance service and whether or not the maintenance service period overlaps with any Warranty Period will depend on the maintenance service purchased by Licensor.
- 5.2 Enhancements During Warranty. Licensor shall provide to Licensee during the Warranty Period, at no additional expense to Licensee, any correction or Enhancement provided by Licensor, as determined by Licensor in its sole discretion. After the expiration of the Warranty Period, Enhancements and Upgrades shall be available to Licensee as maintenance services, available for purchase pursuant to a maintenance Schedule. Enhancements and Upgrades shall also be available to licensees who have not purchased a maintenance Schedule and are not and have not been in breach of any agreement between such licensee and Licensor; on a time and materials basis, at Licensor's then-current terms and conditions, including Prices.

#### 6 Limitation of Liability; Indemnification

- 6.1 Limitation of Liability. Licensor shall not be liable for any loss or damage that Licensee suffers or claims to have suffered other than, subject to the limitations set forth below, a loss or damage directly caused by Licensor's negligence or willful misconduct. Both Parties agree that Licensor has no liability whatsoever for Licensee's data or equipment.

6.2 Exclusion of Consequential Damages. In no event will either Party be liable to the other for (i) incidental, consequential, indirect, special, punitive or exemplary damages, whether claimed under contract, tort or any other legal theory, including but not limited to loss of use, revenue or profit, or (ii) loss of or damage to Licensee data or programming, in either event whether or not such Party had notice of the possibility of such damages occurring or should have known of such possibility. Notwithstanding anything to the contrary set forth in this Agreement, Licensee and Licensor expressly agree that the maximum aggregate liability of Licensor for all claims under this Agreement or otherwise shall be the amount paid by Licensee to Licensor hereunder during the twelve months immediately preceding the event causing the loss or damage to Licensee. The representations and warranties made in this Agreement extend only to Licensee and its permitted successors and assigns. Any action against Licensor not brought within six (6) months after the cause of action accrues or arises shall be deemed barred.

6.3 Indemnification. Licensee shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Licensor, its agents, employees, officers, directors, stockholders, successors and assigns from and against any and all liabilities, losses, damages, claims, suits and expenses, including, without limitation, reasonable attorneys' fees, of whatsoever kind and nature imposed on, incurred by, or asserted against Licensor, its agents, employees, officers, directors, stockholders, successors and assigns relating to or arising out of any failure on the part of Licensee to perform or comply with the terms of this Agreement.

## 7 Intellectual Property Indemnification

7.1 Defense and Cooperation. Licensor shall, at its own expense with counsel of its own choosing, defend any claim made against Licensee asserting that the Software infringes upon the United States patent or copyright rights of a third party, provided that Licensee provides immediate notice of such claim and Licensor has full control of such defense, the right to settle or compromise such claim and the incurring of any expense related thereto. Licensee shall fully cooperate with Licensor in any such defense.

7.2 Infringing Software. In the event of any claim described in Section 7.1 "Defense and Cooperation" above, or upon Licensor's determination that such a claim may occur, Licensor shall have the right, at its option, to (i) procure for Licensee the right to continue using that portion of the Software claimed to be infringing, (ii) require Licensee to cease using that portion of the Software claimed to be infringing and replace such portion with other software to make the Software non-infringing, or (iii) require Licensee to cease using that portion of the Software or Documentation claimed to be infringing and refund to Licensee a pro rata portion of the fee paid by Licensee for the License granted hereunder.

7.3 Failure of Notification. The failure of Licensee to notify Licensor of such claim shall relieve Licensor of its obligations and liabilities under this Section 7 "Intellectual Property." Licensor shall have no liability or obligation to Licensee under this Section 7 if any such claim is made by an affiliate of Licensee or is based

upon, arises out of or results from (v) any product or information or data not provided by Licensor, (ii) the failure of Licensee to use Enhancements or Upgrades to the Installed Software, (iii) modification or alteration of the Software by a Person other than Licensor, (iv) misuse or abuse of the Software, (v) negligence or wrongdoing of Licensee or any malfunction, modification or alteration of Licensee's equipment, (vi) force majeure events set forth in this Agreement, or (vii) use of the Software in any manner inconsistent with this Agreement or the Documentation.

7.4 Exclusive Remedy. Section 7.1 "Defense and Cooperation" specifies the entire liability of Licensor and the exclusive remedy of Licensee with respect to any claim that the Software infringes the intellectual property rights of any third party or a breach of Section 2.1 "General" of this Agreement.

## 8 Term and Termination

8.1 Term. This Agreement shall commence as of the latter date of both Parties' signatures and continue until terminated, as set forth below.

8.2 Termination at End of Term. Either Party hereto shall have the right to terminate this Agreement as it relates to the Services purchased under this Agreement at the end of any applicable specified term listed within an applicable Schedule upon thirty (30) days' written notice to the other prior to the expiration of such term.

8.3 Termination for Material Breach. Licensor shall have the right, upon ten (10) business days' notice to Licensee, to terminate this Agreement upon Licensee's breach of any of the terms and conditions of this Agreement or any other agreement between Licensor and Licensee and shall have the right to cease performance of its obligations hereunder, without notice, in the event Licensee breaches any of the terms and conditions of this Agreement or any other agreement between Licensor and Licensee. This Agreement shall automatically terminate in the event Licensee is unable to pay debts as they come due, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights (and, if such action or proceeding is involuntary on the part of Licensee, such action or proceeding is not dismissed within sixty (60) days).

8.4 Effect of Termination. Immediately upon the termination of this License, for any reason, Licensee shall deliver to Licensor all copies in Licensee's possession of the Software and Documentation, in whatever form, shall destroy any copies of materials containing Confidential Information, and shall certify in writing under oath that all materials required to be delivered to Licensor or destroyed have been so delivered or destroyed.

8.5 Obligations after Termination. The termination of this Agreement shall be without prejudice to any rights of either Party against the other and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination.

8.6 **Additional Remedies Due to Breach.** Licensee acknowledges that, because of the confidential and proprietary nature of the Software, neither termination of this Agreement, nor arbitration, nor would an action at law be an adequate remedy for a breach by Licensee of Sections 2, "License Grant and Restrictions" and 3, "Protection of Proprietary Rights" of this Agreement. Accordingly, Licensee agrees and consents that in the event of such a breach, in addition to all other remedies which the injured Party may have, the injured Party shall be entitled to relief in equity, including a temporary restraining order, temporary or preliminary injunction and permanent injunction to restrain the continuation of any such breach or to compel compliance with the provisions of this Agreement.

8.7 **Surviving Sections.** Notwithstanding anything to the contrary in this Agreement, 2.3, "Restrictions"; 3, "Protection of Proprietary Rights"; 6, "Limitation of Liability and Indemnification"; 7, "Intellectual Property"; 8, "Term and Termination"; 9, "Payment and Prices"(to the extent incurred prior to termination); and 10, "General Provisions" shall survive expiration or earlier termination of this Agreement.

## 9 Payment and Charges

9.1 **Fees.** Licensee shall pay to Licensor a fee in the amount set forth in the applicable Schedule(s) for the Installed Software, Documentation and or Services subject to this Agreement ("Fees"). All initial license fees and installation charges shall be paid in full at the time of the installation of the Installed Software. Parts and supplies shall be provided to Licensee, when needed and as available, at Licensor's then-current terms, conditions and Prices, for as long as this Agreement is in effect and Licensee is not in breach hereof. Maintenance Services shall be provided as set forth in the applicable Schedule(s), upon the terms and conditions set forth therein.

9.2 **Taxes.** In the absence of valid documentation certifying exemption to the following, Licensee shall pay when due, any sales, use, excise, property, customs or other taxes, duties, tariffs or other assessments and related interest and penalties that Licensor may, at any time, become obligated to pay or collect in connection with or arising out of this Agreement, the License granted hereby or the Services to be provided hereunder (other than taxes based on Licensor's net income). In the event Licensor is required to and does pay any such amounts which Licensee is obligated to pay, Licensee shall, upon the request of Licensor, promptly reimburse Licensor an amount equal to the amount so paid by Licensor and any interest, penalties, costs and expenses paid or incurred by Licensor in connection therewith, in no event later than five (5) business days following receipt by Licensee of an invoice from Licensor therefor.

9.3 **Suspension of Performance.** Failure of the Licensee to make payments when reasonably due under the terms of this Agreement shall entitle the Licensor, in addition to its other rights and remedies, to suspend further performance of the project.

## 10 General Provisions

10.1 **Governing Law and Venue.** This Agreement shall be governed by and construed under and pursuant to the laws of the State of New Hampshire, exclusive of the laws relating to conflict of laws. Any dispute under this Agreement shall be heard and determined in any state or federal court sitting in the State of New Hampshire, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such claim, action, suit or proceeding) and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit or proceeding in any such court or that any such claim, action, suit or proceeding that is brought in any such court has been brought in an inconvenient forum.

10.2 **Entire Agreement.** This Agreement and any Schedules, addenda and exhibits hereto, represent the entire and integrated agreement between the Licensee and Licensor and supersedes all prior negotiations and representations, either written or oral, with respect to the subject matter hereof and thereof. Where any conflict arises between this Agreement and other documents forming part of the Agreement, this Agreement shall control. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

10.3 **Headings.** The headings and captions used in this Agreement are intended and shall, for all purposes, be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Agreement.

10.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes hereunder and all of which, when taken together, shall be deemed one and the same instrument.

10.5 **Severability.** If any term, clause or provision of this Agreement shall be judged invalid for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision; and such term, clause or provision shall be deemed to have been modified to the extent necessary to make it valid and enforceable; or, if such term, clause or provision cannot be so modified, it shall be deemed deleted from this Agreement.

10.6 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given and made, if in writing and served either by personal delivery or facsimile to the Party for whom it is intended or by being delivered postage prepaid, certified or registered mail, return receipt requested (or such form of mail as may be substituted therefore by postal authorities), in the United States mail, or with Federal Express or similar courier service, bearing the address shown in this Agreement or such other address as may be designated in writing thereafter by such Party. The addresses used to give such notices are as stated below.

 **VISION**  
GOVERNMENT SOLUTIONS

- 10.7 Enforcement Expenses. Licensee shall pay all costs and expenses of Licensor including, without limitation, reasonable attorneys' fees incurred by Licensor in the enforcement by Licensor of its rights hereunder.
- 10.8 No Waiver. The failure of Licensor to enforce at any time any of the provisions of this Agreement or the failure to require, at any time, performance by Licensee, of any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions and shall not in any way affect the right of Licensor to enforce each and every such provision thereafter. The express waiver by Licensor of any provision, condition or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 10.9 Cumulative Rights. All rights and remedies conferred under this Agreement or any other instrument or law shall be cumulative and may be exercised singularly or concurrently.
- 10.10 Force Majeure. Licensor will not be liable for any failure or delay in performing services or any other obligation under this

Agreement or for any damages suffered by Licensee or an end user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond Licensor's foreseeable control but not limited to strikes, riots, epidemics, pandemics, shelter in place or stay at home orders, natural catastrophes, terrorist acts, governmental intervention or advisories, or other acts of God, or any other causes beyond Licensor's reasonable control.

10.11 Authority. Each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Agreement, including Licensee's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Agreement by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principals is a party or subject to.

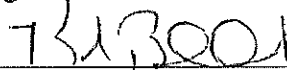
IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

**Licensee:**  
Town of Hudson, New Hampshire  
12 School Street  
Hudson, NH 03051

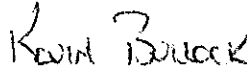
**Licensor:**  
Vision Government Solutions, Inc.  
1 Cabot Road  
Hudson, MA 01749

Signature:

Signature:



By:

By: 

Title:

Title: CFO

Date:

Date: 5/26/2021

 **VISION**  
GOVERNMENT SOLUTIONS

**CAMA SOFTWARE**  
STATEMENT OF WORK

This CAMA Software Statement of Work ("SOW") is made part of the Master Software License and Services Agreement (the "Agreement") by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 ("Vision") and the customer identified below ("Customer"). Vision and Customer may be collectively referred to as "Parties" or individually as a "Party."

WHEREAS, Vision is willing to provide, and Customer desires Vision's provision of certain Software, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## 1 Definitions

- 1.1 All capitalized terms used herein will have the meanings attributed to them within the Agreement unless otherwise noted.
- 1.2 "User" means a named end-user of the Software who has the Software installed upon his/her workstation.

## 2 Software Description

- 2.1 The following Software is being licensed to the Customer according to the terms of the Agreement:
  - a) The Software is the Vision Government Solutions, Inc., Windows-based computer-aided mass appraisal (CAMA) software, *Appraisal Vision Version 8*. The software elements included are designed for real estate valuation including, cost and comparison sales, data maintenance, sales analysis, reporting and query, image display, and income capitalization
  - b) The Software **does not include** Vision's commercial off-the-shelf GIS module and **does not include** Vision's commercial-off-the-shelf Marshall & Swift module.
- 2.2 The Software is commercial off-the-shelf (COTS) and may be configured, not customized, to address Customer requirements.
- 2.3 The Customer's Designated Hardware must comply with the applicable minimum hardware specifications, which may be updated by Vision from time to time.
- 2.4 Only Vision-developed connections to the database will be supported at Vision's sole discretion.

## 3 Users

- 3.1 The Software is being licensed pursuant to the Agreement with the understanding that it will only be installed on the Designated Hardware and on workstations for use up to the maximum number of Users identified below.
- 3.2 The Software is being licensed for up to (6) Users, with an additional (0) read-only Users.

## 4 Warranty; Maintenance

- 4.1 The Software Warranty as described within the Agreement shall be the exclusive warranty governing the Software provided within this SOW.
- 4.2 The Services Warranty as described within the Agreement shall be the exclusive warranty governing any Services provided within this SOW.
- 4.3 Any software maintenance, separate from any software maintenance which may be part of the Software Warranty shall be governed by a separate Schedule.

## 5 Project Management

- 5.1 Vision will assign specific personnel to oversee implementation of the Software, and to act as the primary point-of-contact on behalf of Vision to communicate with the Customer.
- 5.2 Customer will assign a primary point-of-contact to work with Vision's Project Manager. We request that the primary point-of-contact aims to respond to Vision inquiries within 48 hours in order to keep project schedule on track.
- 5.3 Vision will provide basic analysis of the Customer's requirements in comparison with the Software to identify gaps in functionality and guide the initial configuration of the Software. Vision has no duty to provide any analysis of the Customer's

# VISION

## GOVERNMENT SOLUTIONS

business processes; however, Vision may provide suggestions to Customer with regard to the Customer's business processes as Vision performs its work.

- 5.4 Vision and Customer will identify a mutually agreeable schedule for regular project status check-ins to share information and feedback in the spirit of adhering to the scheduled milestones outlined in Exhibit A.

## 6 Installation Services

- 6.1 Subject to Customer making available to Vision appropriately configured and located hardware in a safe environment, Vision will install the Software on the Designated Hardware.
- 6.2 Vision has provided the Vision 8 Hardware and Software Specifications document to Customer. Customer is responsible for preparing an adequate environment to install Vision 8. If a suitable hardware environment is not available on the scheduled installation date, Vision will install Customer's software on Vision Cloud, which will be billed at the then-current annual rate.

## 7 Conversion Services

- 7.1 Vision will convert the following data from the Customer's legacy software:
- a) For the database containing information from the current year, Vision will convert names, addresses, property characteristics and sketches for residential and commercial properties.
  - b) For the remaining years as are stored in the Customer's legacy CAMA software, Vision will convert assessment history and ownership transfer history.
- 7.2 The Customer agrees to comply with following requirements to facilitate the conversion process. The Customer's failure to comply may result in an adjustment to the timing of deliverables or incur additional cost:
- a) Upon Vision's request, Customer will provide to Vision the Customer's data dictionary (i) in an ASCII file format along with an unambiguous file layout for sketches, (ii) as database files in Oracle or SQL format, or (iii) in any other manner acceptable to Vision.
  - b) For sketches, the Customer must provide sketch data in a non-proprietary traverse format which shows "pen" movements for each sketch shape, and also links each shape to its associated sketch label. The data shall also include pointers from which Vision can derive the spatial relationship between shapes. It is the Customer's responsibility to provide the sketch data in a format that the Software can read or understand, or easily electronically convert. This may require the Customer to seek assistance from the legacy system vendor.
  - c) Prior to the commencement of conversion services, Customer will deliver a complete set of data files to Vision by internet file transfer protocol (FTP). Vision charges an additional fee on a time-and-material basis for any Customer data which Vision needs to pull from the Customer. A complete data set includes all files, sketches, photos and associated documents.
  - d) Vision will perform one beta and one live electronic conversion of Customer's real estate file. Any changes made to the legacy system after the live electronic data is submitted to Vision are the Customer's responsibility. It is Customer's responsibility to provide the live electronic database in the same format as the beta database supplied during the beta conversion. Conversion of Personal Property information is not included in this SOW.
  - e) Customer will run a full recalculation of each database prior to installation. All errors reported in the recalc error log are to be corrected prior to delivery of files to Vision.
  - f) Parcels which encounter a value change will be placed on "value override" within the Software.
  - g) Customer is responsible for the quality of the data it provides to Vision. Incomplete files, erroneous data, or data which is otherwise unsatisfactory for conversion which leads to rework by Vision will be an additional charge and may also impact the project timeline.
  - h) Customer will provide consistent parcel information. Vision will notify Customer of any discrepancies found and will make a reasonable attempt to correct errors, where feasible. Vision will provide a list to Customer of any uncorrected data that is incomplete or contradictory.
- 7.3 Vision agrees to commence installation and data conversion according to a mutually agreed upon timeline between the Parties. Both Vision and Customer understand and agree that any predetermined dates and/or schedules as they relate to the conversion of data will be adjusted to reflect the actual date of commencement. Any delay in the Customer's provision of

# VISION

## GOVERNMENT SOLUTIONS

any required information or documentation to Vision will automatically extend deadlines by at least a number of business days equal to the number of business days attributable to the Customer's delay.

- 7.4 Vision does not guarantee that calculated values in the Customer's legacy system will match calculated values in the Software after conversion.
- 7.5 At the best judgement of the Project Manager and as a value-added service, Vision will create a foundation for valuation as part of the conversion. This may include, at the sole discretion of the Project Manager and dependent on the legacy data set: inclusion of legacy rates/factors that can be directly electronically converted; inclusion of default sketch rates, base rates, outbuilding & extra feature rates, & land curves or Vision formatted versions completed by the client during mapping; inclusion of a cost model foundation based on unique client fields and picklists present at time of conversion. Client acknowledges that all of the above are best efforts by the Vision implementation team and are dependent on the quality of the legacy data and the responsiveness of the Client and will not withhold payment for said value-added services. To ensure fluency in valuation within Vision CAMA, Vision will conduct a 4-hour webinar to introduce the client to tables, factors, adjustments, and cost models. Costs for additional out-of-scope valuation services, including value calibration are included in Section 11 'Optional Services.'

## 8 Import / Export Development

- 8.1 As part of this SOW, Vision is not providing custom imports or exports.
- 8.2 Any custom imports or exports will be charged at Vision's then-current rates as a separate Change Order to this Statement of Work.

## 9 Training Services

- 9.1 The quantity of training to be provided is as follows:
  - a) Two days of training provided at Customer's location.
- 9.2 If training days are not used immediately after go-live, they will be banked for future use in Customer's training day bank. Payment for milestones enumerated in Section 10 cannot be withheld for training scheduling.
- 9.3 Training sessions will address three distinct levels of expertise: (a) daily CAMA usage, (b) advanced appraisal usage, and (c) technical support.
- 9.4 The Customer will provide suitable facilities for training sessions according to Vision's requirements for effective knowledge transfer.
- 9.5 The Customer must give notice of any training session cancellation to Vision at least forty-eight (48) hours prior to the commencement of the training session.

## 10 Fees and Payments

- 10.1 In consideration of Vision's provision of the Software and Services to the Customer pursuant to this SOW and any attachments thereto, the Customer will pay to Vision Sixty thousand dollars (\$60,000), as itemized below:
  - a) 20% due upon signing
  - b) 20% due upon completion of initial database mapping
  - c) 20% due upon installation of beta conversion
  - d) 20% due upon installation of revised beta conversion
  - e) 20% due upon live database conversion
- 10.2 The above Fees are based on a parcel count of 10,000. If this parcel count increases by more than 500, Fees are subject to change.
- 10.3 The Customer will make payment within 30 days of receiving an invoice.
- 10.4 Necessary travel and related incidental expenses will be invoiced monthly as incurred.
- 10.5 Customer will use its best efforts to adhere to its milestones as set forth in Project Schedule provided in Exhibit A. If scheduled milestones are missed by more than one (1) week due to delays caused by Customer, the project will be extended by the time period caused by the delay and Vision reserves the right to modify the dates of any subsequent milestones and increase the pricing of the project accordingly.

 **VISION**  
GOVERNMENT SOLUTIONS

- 10.6 Vision is not providing any third-party licenses, and therefore this SOW does not include any license fees for third party products which can include but are not limited to MS SQL License, Microsoft Windows License, ESRI's ArcGIS, the Marshall & Swift Cost MVP Cost Calculators, or database software.
- 10.7 Vision shall use commercially reasonable efforts to provide the License Software and Services in accordance with the schedule set forth in Exhibit A, subject to any delays caused by the Customer or by *force majeure* events as provided in the agreement. Any delays caused by Vision will result in extension of the project at no cost to the customer.

**11 Optional Services**

11.1 Within ninety (90) days of the signing of this SOW, and for the additional fees listed with each item below, the Customer may elect to add the following optional services. The fees for these optional services are subject to change.

a) Additional User Training	\$1,400/day
b) Integrated GIS Module – Software License	\$3,000
c) Integrated GIS Module – Maintenance and Support	\$725/year
d) Additional Value Calibration Services	To Be Scoped
e) 2-week Project Extension due to Customer delay	\$11,000
f) Custom Property Record Card template (1 included free)	\$2,500
g) Additional V8 user license (6 included in base pricing)	\$1,500 / each

**12 Termination & Suspension**

- 12.1 Any termination of the Agreement shall result in the immediate termination of this SOW subject to the terms and conditions of the Agreement and this SOW.
- 12.2 The termination of this Schedule shall be without prejudice to any rights of either party against the other, and such termination shall not relieve either party of any of its obligations to the other accruing up to the time of termination including the Customer's obligation to pay any fees due.
- 12.3 Vision reserves the right to suspend the performance of Services under this SOW if the Customer fails to pay any fees that are unpaid after sixty (60) days of becoming due and upon 10 days' written notice to the Customer. During any such suspension, Services shall be restored once any outstanding fees have been paid in-full.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

**Licensee:**  
Town of Hudson, New Hampshire  
12 School Street  
Hudson, NH 03051

**Licensor:**  
Vision Government Solutions, Inc.  
1 Cabot Road  
Hudson, MA 01749

Signature: \_\_\_\_\_

Signature Kevin Bueck

By: \_\_\_\_\_

By: Kevin Bueck

Title: \_\_\_\_\_

Title: CFO

Date: \_\_\_\_\_

Date: 5/20/2021



**Exhibit A: Project Schedule**

<b>Milestone</b>	<b>Responsible Party</b>	<b>Schedule Requirements</b>
Contract Negotiations Complete	Hudson, NH and Vision	Signature
Project Kick-Off	Hudson, NH and Vision	Schedule kick-off call immediately after contract signature
Community Supplies Information to Vision	Hudson, NH	+ 2 weeks
Data Mapping for Conversion	Vision	+ 7 weeks
Beta Conversion	Vision	+ 5 weeks
Beta Conversion Delivery	Vision	+ 1 day
Beta Conversion Review and Feedback	Hudson, NH	+ 3 weeks
Revised Beta Conversion, per Previously Identified Revisions	Vision	+ 1-3 weeks, depending on workload required from revisions
Install Revised Beta Conversion	Vision	+ 1 day
Revised Beta Conversion Review and Approval	Hudson, NH	+ 1 week
Supply Live Legacy Data	Hudson, NH	+ 1 day
Convert Live Legacy Data	Vision	+ 2 weeks
Install Live Converted Data	Vision	+ 1 day
Schedule and Execute Training	Hudson, NH and Vision	Post live install, at mutual convenience

SOFTWARE MAINTENANCE SERVICES  
SCHEDULE

This Maintenance Services Schedule (“Schedule”) is made part of the Master Software License and Services Agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“Vision”) and the Town of Hudson, New Hampshire (“Customer”). Vision and Customer may be collectively referred to as “Parties” or individually as a “Party.”

WHEREAS, Vision is willing to support, and Customer desires for Vision to support, such Software as described below, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1 Definitions**

- 1.1 All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted.
- 1.2 “Business Hours” shall mean 8:30am to 4:30pm Eastern Standard Time, Monday through Friday, Vision holidays excluded.

**2 Term and Automatic Renewal**

- 2.1 The term of this Maintenance Schedule shall commence upon the execution of this Agreement, then continue for one (1) year from the earlier of install date (“Initial Term”) or January 1, 2022. Thereafter, the term will continue with automatic renewals for additional successive one (1) year periods, unless written notice of non-renewal is delivered by either Party to the other not less than thirty (30) calendar days prior to the expiration date of the then-current term (“Renewal Term”). Both the Initial Term and any Renewal Term may be referred to collectively as the “Maintenance Term.”

**3 Maintenance Services Provided**

- 3.1 During the Maintenance Term, upon and subject to the terms and conditions of the Agreement and this Schedule, Vision will provide to Customer during Business Hours reasonable operational support and assistance as described below in connection with the use of the Software:
  - a) Corrections to the Installed Software and Documentation of Defects reported by Customer to Vision, which Defects are caused by errors in the then-current release of the Installed Software, provided that such Defects are reported to Vision no later than two (2) business days after the Defect first occurs or arises.
  - b) Telephone or email support with respect to the Services delineated in Sections 3.1(a) hereof.
  - c) Vision’s obligation to provide a response pursuant to this Section 3.1 is void if the Customer does not allow reasonable access to the Installed Software for diagnostics and examination, or in the event of causes beyond the control of Vision, including but not limited to acts of God, fire, flood, strike, national emergency or failures of communications facilities or lines.
- 3.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request.
- 3.3 Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Schedule, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to or generates a Defect from:
  - a) Acts of God or natural disasters, including but not limited to fire, smoke, water, earthquakes, lightning or static electricity;
  - b) Causes external to the Software such as, but not limited to, electrical power fluctuations or failures, lack of air conditioning or proper temperature control, accidents, burglary or vandalism;

# VISION

## GOVERNMENT SOLUTIONS

- c) The neglect, misuse (including faulty repair or maintenance by Persons other than Vision), or improper storage of the Software or the Designated Hardware on which the Software is installed, or other failure to comply with the instructions set forth in the Documentation or provide a suitable environment for the Installed Software;
- d) A modification or alteration of the Software not provided by Vision;
- e) A malfunction of any equipment not provided by Vision with which the Software is used or combined;
- f) Use of the Software in a manner for which it was not designed; or
- g) The failure of Customer to back-up its data or otherwise to fulfill any obligation under this Schedule or the Agreement, for the Installed Software supported hereunder.

3.4 This Schedule further shall not apply to, and the Services shall not be deemed to include:

- a) Development or engineering of the Software, unless Vision shall deem such development or engineering necessary in its providing services under section 3.1 above;
- b) Upgrades, customizations or other enhancements to the Software or Installed Software;
- c) Supplies, accessories, media or other materials which are, by their nature, expendable or consumable, except for media which may be provided as part of the Services described in section 3.1 above;
- d) Any services, including, without limitation, installation, alterations, modifications, maintenance or removal of, or relating to any item not furnished by Vision, and
- e) Any services related to work external to the Software, including, without limitation, electrical work, cable routing or changes that affect the Specifications or the Customer's equipment and other software.

## 4 Warranty

- 4.1 The Services Warranty as described within the Agreement shall be the exclusive warranty governing the Services provided within this Schedule.

## 5 Customer Responsibilities

- 5.1 Customer shall install and maintain, at its expense, hardware (including without limitation a central processing unit, local area network or network server) and communication equipment (including, without limitation, modem and remote access) that is compatible with the Software and that meets Vision's minimum hardware configuration requirements.
- 5.2 Customer shall ensure that the environment, space and access to and availability of power comply, at all times, with Vision's minimum space and suitability requirements. Customer shall ensure that Vision has full, free and safe access to the Software and Customer's facilities and equipment for purposes of fulfilling its obligations hereunder. Customer shall provide (a) (i) media (tapes, floppy disks and/or disk packs), (ii) supplies, (iii) a current back-up of the current version of the Software, (iv) data, the use of hardware and/or other equipment, (v) other software, communications facilities, and (vi) other materials (other than tools) required to maintain and/or test the Software; (b) reasonable secure storage for such Customer-provided materials; and (c) reasonable secure storage for such equipment and tools as Vision elects to store at Customer's premises.
- 5.3 Customer shall back-up all files each day according to industry accepted standards. Vision shall not be responsible for, or be liable with respect to any loss of or damage to Customer data from failure of Customer to back-up its files or otherwise.
- 5.4 Customer shall bear sole responsibility to correct problems or Defects in compatibility between the Software and the Designated Hardware or other software resulting from modifications of the Software, Designated Hardware and such software by any Person other than Vision.

## 6 Fees and Payments

- 6.1 The fee for the Services performed hereunder during the Initial Term shall be as follows for each maintained Software product subject to this Schedule ("Initial Fee"):

  
GOVERNMENT SOLUTIONS

- a) Appraisal Vision CAMA Software (6 Users) Six thousand four hundred ninety-six dollars, (\$6,496).

**Revaluation Discount Available:**

If Vision is the selected revaluation vendor for the 2022 update project, Vision will provide two years of software maintenance for free. After that point, software maintenance will revert to standard Vision list pricing.

- 6.2 The Initial Fee shall be due and payable upon the earlier of install date and must be paid in full prior to the commencement of Services hereunder.
- 6.3 The Initial Fee shall be fixed as set forth in this Schedule for the Initial Term. However, the fee for any Renewal Term ("Renewal Fee") after the first shall be as determined by Vision, which shall give Customer notice thereof not less than thirty (30) days prior to the expiration of the then-current Renewal Term.
- 6.4 Any Renewal Fee hereunder shall be due and payable in full not later than two (2) business days prior to the commencement of such Renewal Term.
- 6.5 Customer agrees to pay for Services provided at Customer's request that are not covered by, or are expressly excluded from this Schedule within thirty (30) days of receipt of an invoice at Vision's then-current prices.
- 6.6 With Customer's prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in performing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

## 7 Termination; Suspension of Service

- 7.1 Either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party.
- 7.2 Vision reserves the right to suspend the performance of Services under this Schedule if the Customer fails to pay any fees that are unpaid after ninety (90) days of becoming due. During any such suspension, Services shall be restored once any outstanding fees have been paid in-full.
- 7.3 The termination of this Agreement shall be without prejudice to any rights of either party against the other, and such termination shall not relieve either party of any of its obligations to the other existing at the time of termination including the Customer's obligation to pay any fees due.

 **VISION**  
GOVERNMENT SOLUTIONS

By signing below, each Party acknowledges that it has read this Schedule and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Schedule. This Schedule may not be modified or altered except by a written instrument duly executed by both Parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Schedule, including Customer's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Schedule by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a Party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

**Customer:**

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

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Vision:**

Vision Government Solutions, Inc.  
1 Cabot Road  
Hudson, MA 01749

Signature: Kevin Bullock

By: Kevin Bullock

Title: CFO

Date: 5/20/2021



## WEB HOSTING OF ASSESSING DATABASE SCHEDULE

This Web Hosting of Assessing Database Schedule ("Schedule") is made part of the software license agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 ("Vision") and the Political Subdivision identified below ("Customer"). Vision and Customer may be collectively referred to as "Parties" or individually as a "Party."

WHEREAS, Vision and Customer have entered into a Software License Agreement, pursuant to which Vision has licensed certain software and related documentation to Customer ("License Agreement");

WHEREAS, Vision and Customer have entered into and currently maintain in good standing a Software Maintenance Agreement, pursuant to which Vision is supporting certain software ("Maintenance Agreement"); and

WHEREAS, Vision is willing to host on the internet, and Customer desires for Vision to host on the internet, certain data, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions:** All capitalized terms within the License Agreement and Maintenance Agreement shall have the same meanings within this Agreement unless otherwise defined herein.
2. **License:** Any software offered within this Agreement shall be Installed Software as defined in the License Agreement and Maintenance Agreement, and shall be subject to the terms and conditions of the License Agreement and Maintenance Agreement as applicable including any license grant.
3. **Services:** Vision shall provide the Customer with the following services at the fees listed in Section 7:
  - a. *Assessor's Online Database:* The Customer's data will be presented in a table-based format on a website and will include a comprehensive listing of property information.
  - b. *Assessor's Online GIS Mapping:* The Customer can also choose, at no additional cost, the Assessor's Online GIS Mapping service. This service provides an interactive map on the website which displays a listing of property information. This service includes up to ten (10) layers of categorized GIS mapping data which is updated once per year.
4. **Conditions of Service**
  - a. **Installation:** Vision will install the Customer's current database on a web server to provide internet access to the information associated with the Primary Service and any selected Optional Services.

 **VISION**  
GOVERNMENT SOLUTIONS

- b. Site Access: Customer's data can be viewed on a website by anyone using internet browser based software at a predetermined uniform resource locator (URL).
    - 1) The Customer may configure the web-based software to determine which data will be viewed on the website using the software's built-in administration tools.
    - 2) All data on the website will be read-only with the optional exception of the Taxpayer Data Correction Feedback.
  - c. Web Browser: The website will be designed to support access via most major web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome). Vision does not provide any support for the specific use of any particular browser.
  - d. Assessor's Online Database Updates: The Assessor's Online Database can be updated according to a predefined update schedule as determined by the Customer. In addition, once the initial setup is complete, updates performed using the automatic update function within the software may be done at any time as often as the Customer desires. However, manual updates requiring Vision's assistance are limited to twelve (12) updates per annum at a rate of one (1) update per month. Any additional manual updates exceeding twelve (12) will be charged to the Customer at \$200.00 per update.
5. **Schedule**: Vision shall commence the work outlined in this Agreement within thirty (30) days of the execution of this contract, or as otherwise mutually agreed upon between the parties. This contract will be in effect for an initial one (1) year term beginning upon Vision 8 live install (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall remain in effect and shall automatically renew each year for an additional one (1) year term (each, a "Renewal Term") unless and until either party terminates it by giving written notice to the other party in accordance with the terms hereof, or this Agreement is otherwise terminated in accordance with its terms.
6. **Payment**: The Customer shall pay Vision annually for the service(s) chosen upon the installation and availability of the database to the Customer and/or the public. Payment shall be made to Vision within thirty (30) days of invoicing.
7. **Pricing**:
- a) The fee for the Services performed hereunder during the Initial Term shall be as follows ("Initial Fee"):

**Initial Web Hosting Fee of Three thousand six hundred sixteen dollars, (\$3,616).**

**Vision can also provide the service of associating Property Record Cards to the Vision website at Vision's then-current rates (\$425 per request, as of January 1, 2021).**

**Discount Available: If Vision is the selected revaluation vendor for the 2022 update project, Vision will provide two years of web hosting services for free. After that point, web hosting will revert to standard Vision list pricing.**

 **VISION**  
GOVERNMENT SOLUTIONS

- b) The Initial Fee shall be due and payable in the first year upon the later of execution of this Schedule or thirty (30) days prior to the commencement of the Services hereunder, and must be paid in full prior to the commencement of Services hereunder. For each subsequent year of the Initial Term and any Renewal Term, the applicable fee shall be paid in full at least thirty (30) days prior to the expiration of the current term.
- c) The Initial Fee shall be fixed as set forth in this Agreement for the Initial Term, but the fee for any Renewal Term ("Renewal Fee") shall be as determined by Vision, which shall give Customer notice thereof not less than thirty (30) days prior to the expiration of the then-current Renewal Term.
- d) Any Renewal Fee hereunder shall be due and payable in full not later than two (2) business days prior to the commencement of such Renewal Term.
- e) Customer agrees to pay for Services provided at Customer's request that are not covered by, or are expressly excluded from this Schedule within thirty (30) days of receipt of an invoice therefor at Vision's then-current prices.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

**Customer:**

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

**Vision:**

Vision Government Solutions, Inc.  
1 Cabot Road  
Hudson, MA 01749

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

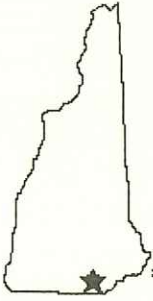
Signature: TK BOON

By: Kevin Boon

Title: CFO

Date: 5/20/2021





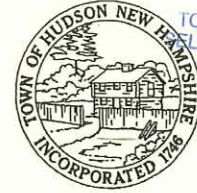
# TOWN OF HUDSON

## Finance Department

Agenda  
6-8-21

RECEIVED

JUN 02 2021



TOWN OF HUDSON  
SELECTMEN'S OFFICE

8B

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

**To:** Board of Selectmen  
Steve Malizia, Town Administrator

**From:** Lisa Labrie, Finance Director

**Date:** June 1, 2021

**Subject:** Contract Award to George E. Sansoucy, P.E., LLC. for Public Utility Valuation Service for 5-years

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

**Recommendation:**

I agree with Jim Michaud, Chief Assessor to waive the formal bid process in awarding a contract to George E. Sansoucy, P.E., LLC. This contract award represents a 5-year commitment at \$26,100 per year or \$130,500 for the life of the contract with an "out" clause in the event of a non-appropriation event.

**Funding:**

This award would be paid for from Capital Reserve Funds for Future Property Revaluation. This fund as of April 30, 2021 has a balance of \$260,334.14 available for this purpose.

**Information:**

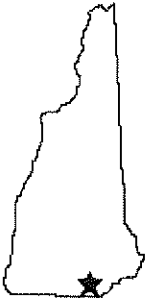
The Chief Assessor has used George E. Sansoucy, LLC since 1992. This company has won every public utility value property tax case for the Town in that time period. The valuation of public utility property is a niche market in the appraisal industry and this company has served us well. In the opinion of our Chief Assessor, Mr. Sansoucy is the most qualified valuation consultant of this type in NH and is from NH.

**First Motion:** To waive the bid process and award the 2022 Public Utility Revaluation contract with George E. Sansoucy, P.E., LLC. in the sum of \$26,000 for year one (1) as recommended by the Chief Assessor, Jim Michaud.

**Second Motion:** To authorize to expend \$26,100 from the Capital Reserve Fund for Future Property Revaluation.

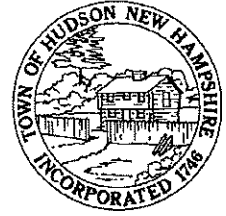
The Town will not accept services or make payment prior to July 1, 2022 for this contract.

**Cc:** Jim Michaud, Chief Assessor



# TOWN OF HUDSON

Office of the Assessor



Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)

---

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

TO: Board of Selectmen  
Steve Malizia, Town Administrator

May 25, 2021

FROM: Jim Michaud, Chief Assessor

RE: 2022 Public Utility property - reassessment contract  
George E. Sansoucy, P.E. LLC

The Assessing Department is pleased to recommend contracting with George E. Sansoucy, P.E., LLC to provide public utility valuation appraisal services for the 2022 reassessment at an annual cost of \$26,100. This contract comprises one of three components that will lead to a successful reassessment of municipal-wide property for the 2022 property tax year. The department has submitted under separate memo a contract proposal to switch CAMA (Computer Assisted Mass Appraisal) systems software, as was reviewed with the BOS in the budget process last year. The department also will have, in the near future under separate cover, a proposal to hire a firm to conduct the residential, commercial, and industrial aspects of the 2022 revaluation year, as was reviewed in the budget process last year as well. This public utility valuation contract has been further reviewed by the State of NH – Department of Revenue and they found that it complies with all of their requirements. This contract has also been favorably reviewed by the Town's legal counsel, Attorney Dave Lefevre.

The attached contract represents a 5-year commitment, at \$26,100 per year, that will ensure public utility valuation services not only for the 2022 revaluation year, but also for each additional year up until the next scheduled Town-wide revaluation in 2027. This contract has a "Sanbornized" clause, Article 2.7 on page 6, that allows the Town an "out" on the contract, in the event of a non-appropriation event.

The valuation of this property strata has, since 1992, been assigned to an external valuation consultant, George E. Sansoucy, P.E., LLC, being the Town's chosen vendor, under whom we have won every public utility value property tax case in that time period. In the last tax year, 2020, valuation of this kind of property amounted to \$155.8 million of our \$3.2 billion tax base, not an insignificant amount.

This contract represents a "sole-source" bid, in other words, the department has not gone the RFP route and solicited 3 or more bids for these valuation tasks. We have not done so for the following reasons:

- (1) The valuation of public utility property is in an especially niche market in the appraisal industry and it is our recommendation that we keep the consultant that we have used each year.
- (2) We arrive at this recommendation as this consultant will enable us to maintain consistency of valuation approach as well as to draw upon the consultant's institutional memory and experience with this kind of property strata in Hudson.
- (3) Mr. Sansoucy is the most qualified valuation consultant of this property strata operating in NH, and is from NH.

This item is budgeted for within the "Capital Reserve Fund For Future Property Revaluation", with BOS as agents to expend.

***Draft Motion: To approve the 2022 Public Utility Revaluation contract with George E. Sansoucy, P.E., LLC in the sum of \$26,100 for year 1 as recommended by the Chief Assessor, Jim Michaud.***

## AGREEMENT

**SUBJECT:** A Contract to provide utility revaluation services to the Town of Hudson, New Hampshire to value, as of April 1, 2022 – April 1, 2026, for *ad valorem* taxation purposes the utility properties located in the Town of Hudson.

**CONTRACT SCOPE ATTENTION AND DELINATION:** The New Hampshire Legislature has created new laws mandating certain methods of valuation of certain utility property. They also have mandated a defined reporting form for these certain utilities starting April 1, 2020. This contract is for the establishment of the new method of valuation and reporting based on this new law commonly called House Bill 700 (HB 700). As part of the new law, the legislature allowed for a 5-year phase-in of the impacts of the law on the present utility values both up and down as measured against the 2018 value issued by the Town on its MS-1 form. This phase-in is 20% per year up or down for 5 years. This contract scope intends to establish the value for the certain utility's, computerize the phase-in methodology and formulas, and produce the annual values based on the 5-year phase-in. This work scope will create the basis for the next 5 years for valuation methodology under the new law. The scope of work in this contract also separates the HB700 utilities from the non-HB 700 utilities for the Town.

The Town of Hudson, hereinafter called the Town, and George E. Sansoucy, P.E., LLC, a Certified General Appraiser and Professional Engineer having a principal place of business at 7 Greenleaf Woods Drive, Unit 102, Portsmouth, New Hampshire 03801 in the County of Rockingham, State of New Hampshire, hereinafter called Sansoucy, hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATION

##### 1.1 Client: Town of Hudson

1.1.1 Name: Board of Selectmen  
Town of Hudson  
12 School Street  
Hudson, NH 03051

1.1.2 Contracting Official: Board of Selectmen

1.1.3 Authorized Contact: Board of Selectmen

##### 1.2 Consultant: George E. Sansoucy, P.E., LLC

1.2.1 Name: George E. Sansoucy, P.E., LLC  
Address: 148 Main Street, Lancaster, NH 03584  
Tel: (603) 788-4000  
E-mail: [gsansoucy@sansoucy.com](mailto:gsansoucy@sansoucy.com)

Remittance address: 86 Reed Road, Lancaster, NH 03584

2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

2.1 Scope of Work:

The scope of this work is for the revaluation of all taxable utility property in the Town of Hudson not currently subject to any settlement agreements or PILOTs. Values will be provided for 2022-2026 by August 15<sup>th</sup>, of each year or thereafter as soon as the revaluation land schedules are completed.

The 2022-2026 valuations for the utility properties (shown in pink in the table below) will be developed based on the new House Bill 700 legally required methodology for valuation of the distribution utilities.

Those utilities which are not governed by House Bill 700 and are FERC regulated, such as high voltage transmission lines and utilities as shown in blue below, will be valued based on fair market value criteria and mass appraisal principles. These revaluations will be based on cost new less depreciation with consideration for market sales and income, where applicable, if any, in accordance with USPAP. The high voltage transmission public utility property to be valued will include utility land, easements, and land rights based on the most recent Town-wide mass appraisal land value schedules provided by the Town to us. The utilities to be included are:

<b>HB 700 UTILITIES</b>
Eversource Energy – Distribution Property – Approximately 49%
Energy North Natural Gas / Liberty Utilities – Distribution Property
Use of Public Rights-of-Way (On Street)
<b>NON-HB 700 UTILITIES AND TELECOMMUNICATIONS</b>
Eversource Energy – Transmission Property – Approximately 51%
New England Power Company
Tennessee Gas Pipeline
New England Hydro Transmission
Consolidated Communications, Poles and Conduit, Use of Public Rights-of-Way
15 West Road – Cell Tower – Crown Atlantic Company, LLC
10A Park Ave. – Cell Tower – SBA Towers, Inc.
4 Greeley St. – Cell Tower – SBA Towers, Inc.
193R Central St. – Cell Tower – Sprint Spectrum
19 Central Street – Cell Tower – Cingular Wireless – NREA Tax
166 Bush Hill Road – Cell Tower – NH#1 Rural Cellular, Inc.
46 Trigate Rd. – Cell Tower – Gerald Q. Nash
19 Sagamore Park Rd. – Cell Tower – SBA Monarch Towers, LLC
Dracut Rd. – Cell Tower – American Towers, LLC
Comcast Cable, Use of Public Rights-of-Way
Electric and/or Gas Transmission Easements/Rights-of-Way (Off Street)

The first step of this scope will be to build the valuation model and convert the regulated distribution utilities, namely Eversource Energy and Liberty Utilities, into their House Bill 700 valuation components and requirements. This will include modeling and developing the 2018 base year glide path, under the law, for any reductions over the mandated five-year glide path period. This will also include construction work in progress (CWIP), and the separation and valuation of contributions in aid of construction (CIAC). This scope also will seek to sort out and make certain that undistributed plant constructed by the utilities but not yet distributed to their books, and CWIP, is sought after, added to, and valued for each of the utilities. This model will become the future multi-year House Bill 700 model, including the glide path. The modeling will develop the glide path for a period of five years until the value is at 100% of House Bill 700 value. The valuation of the public use of the right-of-way process is now built into House Bill 700 for these utilities and is included within these values.

This next section of the scope is intended to address the non-House Bill 700 properties (in blue in the table) and the non-regulated telecommunication properties, namely Eversource Energy, New England Power Company, Tennessee Gas Pipeline, New England Hydro Transmission, Consolidated Communication poles and conduits, and use of the public rights-of-way, Comcast Cable, and use of the public rights-of-way, nine (9) cell towers or sites, and electric and/or gas transmission easements and rights-of-way. Cell tower properties will be valued in years 2022, 2024, and 2026. Any out of cycle cell tower pickups resulting from building permits of substance that can't wait for the next cycle will be performed at a fixed fee of \$1,000 each.

Fee land, buildings, office buildings, warehouses, service centers, etc. are specifically excluded from House Bill 700 in the law and are to be valued separately, either as part of the utility property herein or utilizing the CAMA system. We will guide that breakup as part of the modeling and value the buildings in their appropriate categories of property, either House Bill 700, non-House Bill 700, or non-utility buildings using the CAMA system.

Sansoucy will provide a summary letter with all of the values provided and equalized. We will also provide a sample write-up of the MS-1 with the correct values inserted into the correct categories, equalized, so that the Town may copy them over into the MS-1 as is.

Sansoucy will defend its appraisals at the local level. Should a taxpayer file an abatement, Sansoucy will defend the values from the beginning of the valuation process through the local abatement process as part of this contract, which will end on August 30 of the following year of the year of valuation. Should a defense be required beyond the local abatement process or should any settlement work be required, additional charges on a time and material basis in accordance with the attached rate sheet will apply.

### 2.1.1 Scope of the Work Products

Sansoucy will provide annually a letter of values for House Bill 700 as described above. Also, Sansoucy will provide a revaluation report for the fair market value utilities (transmission utilities) in the year of revaluation (2022). A copy of this report will be mailed directly to the New Hampshire Department of Revenue Administration (DRA) in accordance with their rules. Annual valuation summary sheets and transmittal letters will be provided in the update years of 2023, 2024, 2025, and 2026.

### 2.1.2 Services to be Provided by the Town:

Sansoucy will provide the Town with a detailed request for information and site tours to be sent by the Town to the utilities. The Town will provide access to Town records, tax maps, and information provided by the utilities, and will request that the utilities provide information directly to Sansoucy.

The Town will provide for this Town-wide revelation, where applicable, the following information to the best of its ability:

- Each company's 2021 - 2025 tax cards, including cell tower host sites, and tax bills;
- Any company's 2022 - 2026 Inventory of Taxable Property Form PA-28;
- The 2021 - 2025 MS-1;
- Copy of, or authorized access to, the most recent tax maps;
- Any recent building permits;
- Any current settlement agreements;
- Any PILOTs for the companies (if applicable);
- Any leases for cell towers or cellular carriers (if applicable);
- Any cell tower current use / land use change tax forms (if applicable);
- Any municipal GIS mapping indicating utility location and data;
- Pole license / franchise agreements (cable/telephone/fiber optic/attachers); and
- Most recent land valuation schedules.

### 2.2 Completion of Work:

All values will be provided to the Town by August 15<sup>th</sup> of each year (2022-2026). The final appraisal report for the 2022 revaluation will follow no later than 30 days after the Town files its MS-1, per DRA requirements.

Sansoucy will not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by

circumstances which are either outside Sansoucy's scope of services, beyond Sansoucy's control, or as a result of non-performance of any other party, person, or entity affecting this contract.

2.3 Personnel:

All work will be overseen and reviewed by a DRA-certified Assessor or Assessor Supervisor.

All personnel and necessary field assistants employed by Sansoucy will be competent to perform the work they are called upon to do in a good and workmanlike manner and in accordance with all applicable laws and rules in effect at the time of the agreement.

All personnel performing *ad valorem* valuation tasks will be approved by the State of New Hampshire Department of Revenue Administration at an approval level commensurate with their level of appraisal involvement. The Assessor Supervisor will be George Sansoucy and the manager of field listings and assessor assistant is Charelle Lucas.

2.4 Public Relations:

The Town and Sansoucy, during the progress of the work, will use their best efforts and that of their agents and employees to promote full cooperation and amiable relations with the utilities. All publicity and news releases, if any, will be sent out only by the Town, or its authorized representative(s), and not Sansoucy.

2.5 Confidentiality:

Sansoucy agrees to not disclose to anyone except to the Town or its authorized representative(s) or a court of law or tribunal, any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless specifically authorized by the Town or under the New Hampshire freedom of information statutes.

2.6 Compensation and Terms:

The Town of Hudson, in consideration of the services hereunder to be performed by Sansoucy, agrees to pay Sansoucy a fixed fee of \$26,100 each year for five years, 2022, 2023, 2024, 2025, and 2026. Invoices are due and payable net 30.

Should a taxpayer file for an abatement of taxes, Sansoucy will defend its values through the local abatement process as part of this agreement.

Any appeals, settlement work, assistance or testimony at the BTLA or Superior Court hearings or trial preparation, as well as any litigation support in the future related to these valuations, will be charged on a time and material basis per the



attached rate sheet.

**3. INSURANCE**

3.1 Sansoucy will maintain general liability insurance with an endorsement for hired and non-owned automobile liability.

3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.

3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.

3.2 Sansoucy will provide a certificate of insurance confirming the above insurance coverages. All insurance will be valid in the State of New Hampshire.

**4. ASSIGNMENT**

This Contract and the duties of Sansoucy hereunder will not be assigned.

**5. AMENDMENTS**

This Agreement will not be amended, waived or discharged, unless by mutual written consent of both parties.

Date: \_\_\_\_\_

In witness thereof, the Town of Hudson has caused these presents to be signed by its Board of Selectmen, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC has caused the same to be signed by his lawfully authorized representative on the date and year first above written.

*In the presence of:*

Town of Hudson, New Hampshire

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
\_\_\_\_\_

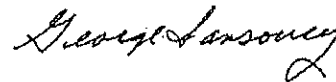
by: \_\_\_\_\_  
by: \_\_\_\_\_  
by: \_\_\_\_\_

Board of Selectmen

*In the presence of:*

George E. Sansoucy, P.E., LLC

*Linda Thomas*  
\_\_\_\_\_  
Witness



by: \_\_\_\_\_

George E. Sansoucy, P.E.  
Certified General Appraiser -- #NHCG-774



George E. Sansoucy, PE, LLC  
ENGINEERING AND APPRAISAL

2020

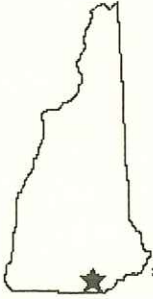
**ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers, senior appraisers, MBAs, including court testimony and deposition attendance .....	\$290.00/hour
Research engineers, associates, appraisers.....	\$225.00/hour
Technical personnel .....	\$175.00/hour
Clerical personnel .....	\$125.00/hour

\* All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

Rev. 9/10/2019



TOWN OF HUDSON  
Finance Department



8C

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

RECEIVED

JUN - 1 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

To: Steve Malizia, Town Administrator

From: Lisa Labrie, Finance Director *LL*

Date: May 26, 2021

Subject: Bid Recommendation – Hudson/Nashua Sewer Flume, 14 & 20-inch Siphon Project

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

**Recommendation:**

I agree with the recommendation of Elvis Dhima, Town Engineer and Jess Forrence, Public Works Director to award the Siphon Project of lining the two concrete pipes between Hudson and Nashua to Vortex Services, LLC.

**Budget Information:**

This work was FY22 budgeted in the Sewer Fund Operating Budget in the Construction, Line Replacement account (5564-640). The budget amount is \$250,000 for this proposed work.

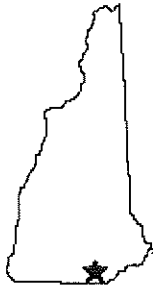
**Bid Information:**

The project was advertised in the Union Leader and on the Town website on March 18, 2021. A formal bid process was followed with a pre-bid meeting on April 1, 2021. One party attended the meeting. In addition, bid invitations were sent to four different vendors. One bid was received from Vortex Services. They are the same company we used to clean and inspect the siphons in 2020.

**Motion:**

To approve the contract for lining both sewer siphons to Vortex Services, LLC, for an amount of, not to exceed \$173,950, using the Sewer – Construction, Line Replacement account # 5564-640 as recommended by the Town Engineer, The Public Works Director and the Finance Director. The Town will not accept delivery or make payment prior to July 1, 2021.

cc: Elvis Dhima, Town Engineer  
cc: Jess Forrence, Public Works Director



# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: May 21, 2021

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

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

We cleaned and inspected the above and the recommendation was to line both siphons for the purpose of increasing the life cycle of this critical infrastructure.

We advertised on the Union Leader and on the town website on March 18, 2021. On April 1, 2021 we held a mandatory pre-bid meeting and one party attended. In addition, we sent the bid invitations to four different vendors. Our budget for the proposed work was \$250,000.

On May 21, 2021 we received one bid as follows:

1. Vortex Services, LLC Livermore , ME: \$173,950

This company was involved with the cleaning and inspection of both siphons in 2020.

The Town Engineer and Public Works Director's recommendation to the BOS is to approve the contract.

**Motion:**

**To approve the contract for lining both sewer siphons to Vortex Services, LLC, for the amount of, not to exceed \$173,950, using Account #: 5564-640.**





May 21, 2021

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

Subject: LINING SERVICES FOR 14- & 20-INCH SIPHON

Elvis,

Thank you for giving us the opportunity to provide you with a quote to perform the following tasks listed below as part of the Town of Hudson Siphon Cleaning, Inspection & Lining.

**Scope of work:**

1. Clean and Inspect by CCTV the Hudson to Nashua Siphon starting from one manhole upstream from the intersection of the 2 Interceptors feeding the Parshall Flume to the siphon inlet chamber, the Cast Iron 14" and 20" barrels, to the siphon outlet chamber toward the Nashua Interceptor.
2. Divert flows as needed to allow for liner installation.
3. Once cleaned & isolated, steam cured-in-place-pipe (CIPP) liner will be installed.
  - a. 14" 10.5mm CIPP Liner
  - b. 20" 13.5mm CIPP Liner
4. CCTV Post inspection of each liner.
5. Draft report submitted within two weeks of completion of work.

**Project Responsibilities**

Town of Hudson Public Works: Asset Owner,

To help achieve a smooth and successful project, you will be considered the owner of the project and it will be your responsibility to perform the following:

- Provide copies of sewer system mapping relating to the work above.
- Provide access to all structures, including permits to "Rights of Way".
- Provide a large truck disposal site for large debris and "grit and screenings" removed from the collection system. A temporary road used by other vehicles that will support the vehicle without damage to the vehicle will be satisfactory.
- Equipment staging at HPW
- Clear work area of vines, weeds, brush, trees and stumps.
- Holes and slumps in the right of way that would cause damage to the large and low Vactor type trucks will be filled or otherwise made passable.

Vortex Services, Inc.

- Provide a designated senior project manager
- Provide a written work plan prior to start of work schedule.
  - Contract documents and a proceed with work order will be issued by the Consultant and Owner.



- Work will commence on a mutually agreed to date at time of award.
- Deliverables, final reports will be submitted within two weeks of work completion.
- Provide a siphon cleaning, isolation and draining team with all necessary equipment and materials to complete the project while following all OSHA regulations.
- Provide a remote controlled tractor driven CCTV inspection team with all labor, materials, and equipment to complete the project. Inspector will be NASSCO PACP and MACP certified.
- Provide liner cure logs and certificates.
- Deliverables-two hard copies and 1 digital within 2 weeks.

**Vortex Services, Inc. Employees**

- (1) Project Manager (on site)
- (1) PACP Certified CCTV Operator
- (1) Inspection and Isolation Project Supervisor
- (2) Manned entry inspection technicians
- (1) Vactor Jetting and Vacuum Operator
- Off Site CCTV Support Team

**Vortex Services, LLC. Equipment**

- Mainline CCTV Unit with studio style climate controlled control room onboard with room for owner representative.
- Vactor 80 GPM at 2,500 psi with 7,500 SCFM Vacuum-self-contained
- (3) Service trucks
- CCTV Unit with Pan, Zoom and Tilt inspection equipment
- Confined Space Operations and Self-Rescue equipment
- 375 SCFM Air Compressor
- Vacuum hose and pipe trailer
- Pipe line pigging, pumping and plugging trailer
- Site brush and trip hazard scrubbing equipment
- CIPP Cure Trailer

**Schedule**

This work is projected to have a 10-15 day duration. Material and labor is readily available at the request and schedule of the town. A finalized schedule will be provided upon contract award and submittal approval.

**Billable Units**

Description	Billable units	Number of units	Price per unit	Total estimated cost
LINING SERVICES FOR 14" & 20" SIPHON	LS	1	\$173,950.00	\$173,950.00





**Condition of Property:**

The parties acknowledge that the nature of the Work to be performed hereunder at the Property is such that the sewer line and other characteristics and conditions of the site and Property cannot be fully assessed by Contractor until the Services identified in Schedule A have commenced. As such, the parties acknowledge that the condition of the Property including the sewer line may necessitate modifying Schedule A and executing applicable Purchase Orders. Neither party, at this time, can satisfy itself as to coordination of such schedules and as to the existing condition of all parts of the Property and its location, including, without limitation, access to the Site, availability, location, and condition of the sewer line, all necessary utilities, climatic conditions, surface and subsurface conditions, potential exposure to hazardous or toxic wastes and substances, gases and other hazardous conditions and the condition of all improvements in or on the Property. Once the actual condition of the Property or of any of the other items described above is determined and necessary modifications to Schedule A and/or Purchase Orders are mutually agreed upon, the Contractor shall be solely responsible for completing the Work.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on the Hudson, NH Siphons project. Please sign and return signed copy upon acceptance of this proposal.

Sincerely,

Conor McManus  
Project Manager

**No job is so important and no service is so urgent that we cannot take the time to perform or work safely.**

Accepted by:

Print name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROPOSAL FORM

LINING SERVICES FOR 14 & 20 INCH SEWER SIPHON  
TOWN OF HUDSON, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND  
CONSTRUCTION SERVICES THE PROJECT LISTED ABOVE FOR THE FOLLOWING  
PRICE.

1. Construction Services :

Design and built services for the project listed above.

\$ 173,950.00

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

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

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

The undersigned acknowledges:

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

Company: VORTEX SERVICES, LLC

Signed by: Shawn Ready

Printed or typed name: SHAWN READY, REGIONAL VICE PRESIDENT - NE

Address: 521 FEDERAL ROAD, LIVERMORE, ME 04253

Telephone number: (207) 897-3348 fax number: (207) 897-3627

Toll free number: \_\_\_\_\_ e-mail: CONOR.MCMANUS@VORTEXCOMPANIES.COM

Cell phone number: (203) 501-3109

Primary point of contact: Conor McManus

Payment terms and conditions: NET 30

**Please fill out, sign and return to:**

Town of Hudson  
Town Engineer  
Mr. Elvis Dhima, P.E.,  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: MAY 21, 2021, Not Later Than 10:00 AM**

**SPECIFICATIONS EXCEPTION FORM**

**LINING SERVICES FOR 14 & 20 INCH SEWER SIPHON  
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

---

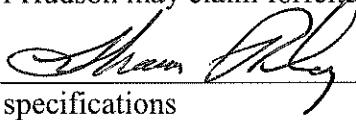
---

---

---

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed:   
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type.  
 See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Vortex Services, LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  P  </u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>521 Federal Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Livermore, ME 04253</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[ ][ ] - [ ][ ] - [ ][ ][ ][ ]	
or	
Employer identification number	
2 0 - 5 0 0 7 2 0 0	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>  11/2/2021  </u>
------------------	----------------------------	-----------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**LINING SERVICES FOR 14 & 20 INCH SEWER SIPHON  
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company VORTEX SERVICES, LLC

Taxpayer identification number 20-5007200

Authorized signature 

Date 5/20/2021

Address 521 FEDERAL ROAD, LIVERMORE, ME 04253

Telephone (207) 897-3348

Toll-free number \_\_\_\_\_

Fax number (207) 897-3627

E-mail address CONOR.MCMANUS@VORTEXCOMPANIES.COM



# CERTIFICATE OF LIABILITY INSURANCE

12/11/2021

DATE (MM/DD/YYYY)  
5/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Guarantee and Liab. Ins. Co.		26247
INSURER C : Crum & Forster Specialty Insurance Co		44520
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**      **CERTIFICATE NUMBER: 17583989**      **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GLO 5597236-02	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-02	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	SXS 4233584 00	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED RETENTION \$ \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5616707-02	12/11/2020	12/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution (Claims Made)	Y	Y	PKC-110534	12/11/2020	12/11/2021	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Contractors Pollution Deductible: \$25,000 each pollution condition. RE: Lining Services For 14 & 20 Inch Sewer Siphon.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

17583989

Town of Hudson  
12 School Street  
Hudson NH 03051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.



**VORTEX NAMED INSUREDS**

Vortex Infrastructure Holdco, LLC  
Vortex Companies, LLC  
Vortex Services, LLC  
Vortex Infrastructure Services, LLC  
Vortex Infrastructure Products, LLC  
Vortex Infrastructure Holdings, LLC  
Vortex Technology Group, LLC  
Vaught Services, LLC  
Vortex Turnkey Solutions, LLC  
Quadex Lining Systems, LLC  
Vortex West, LLC  
Vortex Industrial Solutions, LLC  
Ricor Services, LLC  
VacVision Environmental, LLC  
Quadex Acquisition, LLC  
Quadex, LLC  
Schwalm USA, LLC  
Shoptrenchless.com LLC  
Vortex Companies International, LLC  
Quadex International, LLC  
Vaught Holdings, LLC  
Stag Acquisition, LLC  
AquaPura, LLC  
Midas South Central  
Pipe Robotec  
Midas Flow Controls – South Central, LLC  
Ted Berry Company, LLC  
Clear Drain of Main LLC  
Ted Berry Trenchless Technology Team LLC  
Vortex Services, LLC F/K/A VacVision Environmental, LLC  
Vortex Geotechnical, LLC  
Excavating Services, LLC  
North American Pipeline Services, LLC

**LINING SERVICES FOR 14 & 20 INCH SEWER SIPHON  
Town of Hudson  
Insurance Requirements for All Contractors**

***Additional Coverage is Required if Checked*** ***Minimum Limits Required***

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

- |   |    |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse       | NA |

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

- |   |    |
|---|----|
| <input type="checkbox"/> Garage Liability               | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

**Workers Compensation**

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
--	-------------------------------

**Commercial Umbrella**

May be substituted for higher limits required above	\$1,000,000
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

**Other**

- |   |    |
|---|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions     | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form     |    |
| All Risk completed value form including Collapse                | NA |
| Sublimit for Soft Cost Coverage                                 | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment)    | NA |
| <input type="checkbox"/> 4. Riggers Liability                   | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability                  | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

(X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Vortex Services, LLC
521 Federal Rd, Livermore, ME 04253

as Principal, hereinafter called the Principal, and Capitol Indemnity Corporation
P.O. Box 5900, Madison, WI 53705-0900

a corporation duly organized under the laws of the State of WI

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Hudson, NH Engineering and Highway
Department 12 School Street, Hudson, NH 03051

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$) 5%
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lining rehabilitation for 14" and 20" sewer siphons.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 13th day of May, 2021

[Signature]
(Witness)

Vortex Services, LLC
(Principal) (Seal)
By: [Signature] NE Reg. V.P. (Title)

[Signature]
Averi Stockton (Witness)

Capitol Indemnity Corporation
(Surety) (Seal)
By: [Signature] Attorney-in-Fact Aaron P. Clark (Title)

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

ROBERT F. BOBO; TIMOTHY F. KELLY; FLORENCE MCCLELLAN; AARON P. CLARK
KRISTIN DARLING; AUTUMN STOCKTON; RACHEL RICHARDSON

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

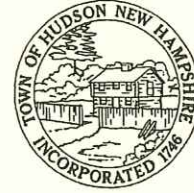
Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of May, 2021



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary



TOWN OF HUDSON  
Finance Department



*Agenda*  
*6-8-21*

8D

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

RECEIVED

JUN - 1 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

**To:** Steve Malizia, Town Administrator

**From:** Lisa Labrie, Finance Director *LL*

**Date:** May 29, 2021

**Subject: Bid Recommendation – Federal Street Sewage Pump Station – Contract Award for Design and Construction Services**

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

**Recommendation:**

I agree with the recommendation of Elvis Dhima, Town Engineer and Jess Forrence, Public Works Director to award the contract for the Federal Street Pump Station upgrade to Interstate Water & Wastewater Specialists, LLC.

**Budget Information:**

This work was FY22 budgeted in Sewer Capital Projects in the Construction, Pump Station account (5564-608). The budget amount is \$175,000 for this proposed work.

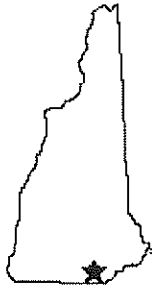
**Bid Information:**

The project was advertised in the Union Leader and on the Town website on March 18, 2021. A formal bid process was followed with a pre-bid meeting at the site, on April 16, 2021. Eight (8) parties attended the meeting. In addition, bid invitations were sent to four (4) different vendors. Three (3) bids were received and it is the recommendation that we go with the lowest bidder, Interstate Water & Wastewater Specialists, LLC. This is the same company that successfully completed the Sagamore Park Pump Station upgrade in 2020.

**Motion:**

**To approve the contract for design and construction services for the Federal Street Sewage Pump Station to Interstate Water & Wastewater Specialists, LLC for the amount of, not to exceed, \$138,000. To be paid for using FY22 money in Account # 5564-608 as recommended by the Town Engineer, the Public Works Director and the Finance Director. The Town will not accept delivery or make payment prior to July 1, 2021.**

cc: Elvis Dhima, Town Engineer  
cc: Jess Forrence, Public Works Director




# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: May 21, 2021

RE: Federal Street Sewage Pump Station- Contract Award for Design and Construction Services

The existing sewer pump station was installed in 1982 and is in need of an upgrade. This station services the residential area along Webster Street.

We advertised on the Union Leader and on the town website on March 18, 2021. On April 16, 2021 we held a mandatory pre-bid meeting at the site and eight parties attended that meeting. In addition, we sent the bid invitations to four different vendors. Our budget for this project was \$175,000.

On May 21, 2021 we received three bids as follows:

1. Interstate Water & Wastewater Specialists, LLC, Manchester, NH: \$138,000
2. Weston & Sampson Engineers, Inc., Portsmouth, NH: \$159,095
3. Earth : North East Earth Mechanics, Pittsfield, NH \$169,500

Interstate Water & Wastewater company successfully completed the Sagamore Park Pump Station upgrade in 2020.

The Town Engineer and Public Works Director's recommendation to the BOS is to approve the contract for design and construction services to the low bidder Interstate Water & Wastewater Specialists, LLC.

**Motion:**

**To approve the contract for Design and Construction Services for the Federal Street Sewage Pump Station to Interstate Water & Wastewater Specialists, LLC for the amount of, not to exceed \$138,000, using Account #: 5564-608.**



**INTERSTATE WATER & WASTEWATER SPECIALISTS, LLC**

PO BOX 1047, Manchester, NH 03105-1047  
(603) 882-4845 FAX (603) 886-7917  
[www.interstatewastewater.com](http://www.interstatewastewater.com)

May 21, 2021

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

Dear Mr. Dhima:

Interstate Water & Wastewater Specialists, LLC (IWWS) presents the following proposal for your consideration in relation to the Hudson Federal Street pump station upgrade

**Company or Contractor Team Background Material**

Interstate Water & Wastewater Specialists, LLC (IWWS) was established in 1987 with the goal of providing service to both municipal and industrial water and wastewater facilities. IWWS services all types of equipment found in water and wastewater facilities. Services include mechanical electrical repair, welding, fabrication, piping, rigging, and all other aspects related to equipment. Service ranges from repair of single hp mixers to complete rebuilds of 100' clarifiers for large municipalities. In addition to typical equipment service, IWWS has installed and designed larger scopes of work, such as chemical feed systems, pilot demonstration plants for new process technologies, and complete facility upgrades.

Robert Chervincky is the original founder of IWWS. He is a registered professional engineer in Massachusetts, New Hampshire and Maine and holds a Grade 6 Wastewater Plant Operator License in Massachusetts. Robert worked as a lead design engineer for CDM Smith starting in 1972. During this time he was in charge of numerous multimillion dollar WWTF designs throughout the world.

Mark joined the company in 2007, making Interstate Water & Wastewater Services a multi-generational family business. Mark is responsible for managing the onsite construction for projects in Massachusetts and New Hampshire, as well as project management for fabrication and repair projects. Mark holds a Massachusetts Grade 4 Wastewater treatment certification and a Grade 3 certification for NH. He also holds a degree in civil engineering from the



Wentworth Institute of Technology and has more than 10 years of experience in the wastewater industry. Mark started as a junior engineer at Weston & Sampson Engineers before moving into the family business.

### Experience/References

Roy Wood - (978) 833-7739

Great Blue Heron Management, LLC of Lemonister, MA

Project: Dell Computers (formerly EMC of Hopkinton, MA)

Project consisted of replacing (2) existing 75 HP Allis Chalmers pumps with (2) Xylem/Flygt 70 HP dry pit submersible pumps. The existing pumps were rated at 450 GPM at 90' TDG. Replacement of 8" ductile fitting, knife gate valves, and new mag flow meter were part of the scope of work. The station was temporarily bypassed while the work was performed.

Brendan O' Regan - (603) 918-9241

Current DPW director for Saugous, MA Public Works

Former Director of Public Works Newburyport, MA

Projects: Multiple project over span of 20 years. Projects include complete rehabilitation of sludge dewatering system including design, pump repairs, systems upgrades, pumping station upgrades, and several engineering evaluation reports.

Elizebeth Schriber - 978-685-1612

Plant Director for Charles River Pollution Control District WWTF

Projects: Rehabilitation of (4) 100' diameter clarifiers. Work included complete disassembly of clarifier mechanisms. Sand blasting and painting of units. Complete mechanical rebuild of drive and related components.

Joseph Kowalczyk

CDM Smith, Chelmsford, MA

617-590-7614

Projects: Lincoln Woods Condominium Association WWTF.

Work consisted of complete bypass of the WWTF for approx. 1 month. Tanks were sand blasted and painted. Mechanical equipment including clarifier drives and pump station equipment was either repaired or replaced.

Other references/experience available upon request.

## **Project Approach**

IWWS has considered multiple pump scenarios to replace the existing Alice Charmer pumps. After discussions with town personal, it was stated that a Gorman Rupp pump installation is preferred over other pumps options at this time.

The cost proposal is based on installing (2) Gorman Rupp pumps as recommended by the manufacture with the current design points as listed in the spec. Upon award of the contract, IWWS will define the pump system curve to make sure the proposed pumps are suitable for actual operating conditions. The system curve will be developed using active flow rates and discharge pressures. Based on the current design points, the Gorman Rupp pumps would be adequate.

Design, permitting, and field work would be handled be IWWS personal. Field work would generally consists of the following:

- Setup of bypass pumping system utilizing the force main interconnection provided by the town. The system shall be connected into a remote alarm system to alert the appropriate personal of any pumping problems.
- Demolition of existing pumps, motors, valves and piping would begin upon successful testing of bypass system.
- All electrical work will be performed by Progressive Electrical Services of Lee, NH.
- Cost is based on utilizing new valves provided by water industries.
- The Gorman Rupp pumps installed will have the motor mounted below the pump.
- Upon successful installation of the pumps, and piping. IWWS will arrange for testing of the pumps. Once successful verification of installation is completed, the bypass pumps will be removed.

## **Schedule**

IWWS anticipates construction to be approx. 1 month. Lead time on the pumps is stated to be around 6-8 weeks. We anticipate starting and finishing construction during fall 2021

Should you have any questions please don't hesitate to call.

Sincerely,

Interstate Water & Wastewater Specialists, LLC

**PROPOSAL FORM**

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES THE PROJECT LISTED ABOVE FOR THE FOLLOWING PRICE.

**1. Design / Built Services :**

Design and built services for the project listed above.

\$ 138,000.00

One hundred thirty eight thousand dollars and zero cents.

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

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

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

The undersigned acknowledges:

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

Company: Interstate Water & Wastewater Specialists, LLC

Signed by: \_\_\_\_\_  


**Printed or typed name:** Mark Chervincky

**Address:** PO Box 1047, Manchester, NH 03105

**Telephone number:** 603-235-2431 **fax number:** \_\_\_\_\_

**Toll free number:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**Cell phone number:** \_\_\_\_\_

**Primary point of contact:** Mark Chervincky

**Payment terms and conditions:** \_\_\_\_\_

**Please fill out, sign and return to:**

Town of Hudson  
Town Engineer  
Mr. Elvis Dhima, P.E.,  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: MAY 21, 2021, Not Later Than 10:00 AM**

**SPECIFICATIONS EXCEPTION FORM**

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

---

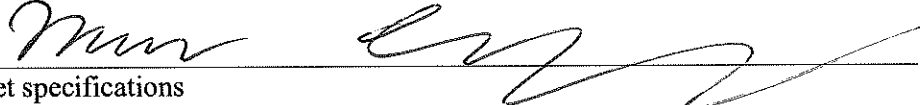
---

---

---

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed:   
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

**Company** Interstate Water & Wastewater Specialists, LLC

**Taxpayer identification number** 45-4915162

**Authorized signature** 

**Date** 5/21/21

**Address** PO Box 1047, Manchester, NH 03105

**Telephone** \_\_\_\_\_

**Toll-free number** \_\_\_\_\_

**Fax number** \_\_\_\_\_

**E-mail address** \_\_\_\_\_

May 21, 2020

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

Re: DESIGN BUILD SERVICES FOR FEDERAL STREET PUMP STATION UPGRADE  
Request for Proposals (RFP)

Mr. Dhima:

In accordance with the Town of Hudson Engineering and Highway Department's (Owner) solicitation for Engineering and Contractor services to design and construct improvements for the FEDERAL STREET PUMP STATION UPGRADE RFP, Weston & Sampson is pleased to present the following proposal to provide construction and engineering services for the work. A summary of our proposed scope of work and required response outline is presented below.

## 1. Company Background

Weston & Sampson offers interdisciplinary design, engineering, and environmental consulting, as well as operations, maintenance, and repair services. Innovative and reliable, we've worked to improve the communities where you live, work, and play for more than a century.

**Weston & Sampson is a New Hampshire Department of Services pre-qualified consulting engineer for all categories under the Water Division.**

Since 1899, Weston & Sampson has been providing municipalities, public agencies, and private sector clients with cost-effective and innovative solutions to their infrastructure and environmental challenges. With more than 600 professionals throughout the Northeast and along the East Coast, Weston & Sampson offers capabilities ranging from project development and planning through design, construction, and long-term operation and maintenance.

Throughout our history, Weston & Sampson has been recognized for exceeding clients' expectations by providing attentive personal service, superior technical quality, and adherence to cost and schedule requirements. We pride ourselves on the expertise that our staff provides on each assignment. Our project teams are carefully assembled to meet the specific needs of our clients and ensure project success.

To meet the diverse needs of our clients, Weston & Sampson offers full-service capabilities to address the complex challenges of today's projects. Our areas of expertise include:

- |                                       |  |                   |
|---------------------------------------|--|-------------------|
| ■ Drinking Water                      | ■ Wastewater                             | ■ Drinking Water  |
| ■ Surface & Groundwater               | ■ Environmental Consulting               | ■ Hazardous Waste |
| ■ Site/Civil Development & Survey     | ■ Operations & Maintenance               | ■ Aquatics        |
| ■ Landscape Architecture              | ■ Geotechnical, Structural & Facilities  | ■ MEP             |
| ■ Operations & Maintenance            | ■ Construction & Construction Management | ■ Transportation  |
| ■ Energy, Sustainability & Resiliency | ■ Technology                             |                   |

With more than 600 professional and technical staff, Weston & Sampson is well-positioned to provide professional services for a wide range of project types. More than 200 of our staff hold licenses, registration, and specialized training in their respective fields of expertise.

## 2. Experience/References

Weston & Sampson has been providing cost effective design and construction services for projects similar to the Town of Hudson's Federal Street Pump Station Upgrade.

Attached to this letter please find several project monographs highlighting our experience on similar projects with references for your review. These monographs highlight just a few of the design/build projects we have successfully completed including our most recent work for the Town of Hudson and NHDES on the Windham Road Pump Station and Industrial Park Sewer Pump Station. We have also attached our Water & Wastewater design, construction and operation capabilities for your review.

## 3. Project Approach/Scope of Work

Weston & Sampson has read your Request for Proposals for engineering and construction services and has developed an understanding of the Federal Street Pump Station Upgrade project based on our review of the supplied information, our visit to the project site, our experience in similar projects, and our experience working for the Town of Hudson.

Through the development of our approach, Weston & Sampson performed an in-depth review of the existing information related to the project and specifically to the new pump configuration and aspects of it. Materials reviewed include the following:

- Contract Drawings: Federal Street Pumping Station- Extension of Sewerage System Contract 4
- Existing pump information
- Various maps and other information

The main purpose of this project is to remove the existing pumps and install new **Gorman Rupp (GR)** pumps in the drywell side of the pump station. The work will include the design and installation of new Gorman Rupp pumps, and involves the following tasks:

### Assessment of the existing pump station and existing plans

- Schedule kickoff meeting with Weston & Sampson and Town of Hudson appropriate staff
- Review existing plans made available by the Town of Hudson
- Perform site visit with process mechanical, electrical, civil and construction staff

### Assessment of existing and future flows

- We will review the existing flow data to make sure the pump is adequately sized for existing flows. Additional future flows provided by the Town will be incorporated in the design of the new pumps.

### Coordination with NHDES and other applicable stakeholders

- Plans shall be submitted to NHDES Wastewater Engineering Bureau as necessary. The design will be reviewed for its conformance with Env-Wq -700 Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities. The plans and specifications shall be accompanied by a cover letter that details the project. We have included one (1) iteration of Design Review.

### Prepare all permitting documents and acquire all permits required for construction (fees to be paid by the Town).

- Plans shall be submitted to the Town of Hudson's Building Department as necessary. The design will be reviewed for its conformance with the Town of Hudson's standards. The plans and specifications shall be



accompanied by a cover letter that details the project.

Prepare complete design, construction plans and cost estimates, using Gorman Rupp pumps.

- Prepare plans including electrical and mechanical existing conditions, demolition, proposed modifications and details if necessary. If changes are required during the design, a revised cost estimate/proposal will be prepared for review by the Owner.

Construct the approved construction plan

- As stated in the Addenda and subsequent discussions the Town will provide a new bypass connection at forcemain with two (2) gate valves and a minimum 4-inch ductile iron connection outside the pump station.
- It is anticipated that bypass pumping will be necessary to perform the work. We will utilize one Town supplied bypass pump while the work on the pump and pipe replacement is performed. Weston & Sampson has included labor to setup and take down the bypass system.
- The bypass system will be monitored via a separate mission dialer and floats provided and installed by Weston & Sampson.
- Flows to the existing station will be plugged using an inflatable plug located in either the manhole or wetwell located inside the gate for the pump station.
- If new pump layout requires additional space due to suction line interference; the existing 6" suction line will be cut back and piping re-configured.
- Connect discharge of pump to new plug valve, new check valve, air release valve, supply and install new bends and remove existing wye connection and replace with new tee.
- Install new pump and motor (stacked layout as proposed by GR) similar to Industrial Drive Pump Station.
- Pump shall be GR T-series (T4C60SC-B/F) capable of pumping 150 gpm at 26 feet of head, 7.5 HP or less.
- Supply and install and startup two (2) 7.5 HP Allen Bradley Power Flex VFDs.
- Install conduit and wire to the new pumps from the existing controls and electrical cabinets. Re-use existing controls and electrical cabinets.
- Supply and install new 4"Krohne flow meter.
- Perform startup and testing.
- Paint new pipe and fittings to match existing.
- Replace the duplex ½ HP sump pumps and connect to existing discharge pipe.
- Demolition of existing pump and piping on the first floor level.
- Demolition of existing motors on second floor level and wet seal packing system. Patch penetrations.

General Requirements

- Establish design plans stamped by a New Hampshire Professional Engineer.
- Submit the design plans to NHDES for approval.
- Conduct shop drawing review of all proposed products to be installed under this project.
- Develop record drawings of the as-built conditions stamped by a New Hampshire Professional Engineer and submit plans to NHDES.
- Develop/modify operation and maintenance (O+M) manuals.
- All prices include modifications to the cabinets, wiring or other appurtenances and any new equipment, wiring, labor, etc. to provide a fully functioning sewer pump station.
- The existing sewage pump station must remain operational at all times during the construction unless directed by the Engineer in writing. Use of Town supplied bypass pumping equipment will be necessary.
- Provide the Town with As-built Plans in AutoCAD format.

4. Schedule

Time Frame for Performance of Services

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations, but no later than July 1, 2021 and the project will proceed immediately. The Contractor will be able to start work as of July 1, 2021 weather dependent and must be substantially complete on or before **December 1,**

2021. Project must have completed all verification and validation testing and be ready for final acceptance by the Town on **December 15, 2021** to allow time for a final inspection by the Town and completion of punch list items by the Contractor. Equipment production lead times is roughly 10-12 weeks, the time for construction and completion of the work is dependent on equipment delivery. Does not include extended permitting review times or delays due to COVID-19.

## 5. Cost Proposal

### Cost of Design & Construction

The cost of design and construction for the RFP is listed on the submitted proposal form.

Please refer to the List of Exclusions/Clarifications below for further clarification of scope and the costs included in the proposal. Weston & Sampson welcomes the opportunity to discuss the proposal and/or scope with you at your convenience.

### Exclusions/Clarifications

Any additional controls or valves/components required that are not specifically called out in the RFP are not included.

It is assumed that the above listed pump is suitable for the application, if a larger pump is required additional compensation will be necessary.

It is assumed that the existing Gorman Rupp Control panel does not have existing inputs/outputs for new controls and overtemp/leak detection standard w/ Gorman Rupp Pumps. It is assumed overtemp will be wired to input/outputs at new VFDs and signal a fault. If the Owner prefers an alternate method that would require additional relays or controls additional compensation will be required.

Utilizing existing suction and discharge connections.

Field Painting of DI piping has been included in the price. No other painting has been included.

Standard gasket nut and bolts are included.

No Buy American, Davis Wage Rates, or other Permits other than those stated in RFP.

Project is Tax Exempt.

Bonds and insurances included as requested in RFP.

No hazardous material investigation or abatement is included.

No underground utility work, Town will install bypass connection.

No excavation included for pipes between drywell and wetwell.

No restrictions on work hours (within reason).

No certified payrolls.

No Owner Trailer required.

No temporary electric or water service for construction, assume water and electric to be available by Town of Hudson.

Assume one (1) project design meeting and one (1) Pre-Construction Conference. If additional meetings are required they will need to be scheduled in advance while work is ongoing.

Project includes removal and replacement of two pumps and associated electrical, should NHDES and/or the Town of Hudson require additional modifications a change proposal/order shall be required.

No pipe marking or other signage.

Testing and startup per RFP.

No police details.

Warranty Period: 12 months from the date of Substantial Completion.

Thank you for considering Weston & Sampson for this work. We appreciate this opportunity to provide you with this proposal, and we look forward to possibly working with you on this important project. As stated above, we have attached several project monographs for your review. These monographs highlight just a few of the design/build projects we have successfully completed including our most recent work for the Town of Hudson. If

you have any questions regarding this Bid proposal, please do not hesitate to contact me by phone at 603-431-3937 or e-mail at [sykoraj@wseinc.com](mailto:sykoraj@wseinc.com).

Very Truly Yours,

WESTON & SAMPSON



John M. Sykora III  
Project Manager/Team leader

P:\NH\Hudson, NH\Proposals\2018 March\Federal Street Sewer PS\Federal Street Bid\Hudson DB Services Federal Street Pump Station Upgrade Final.docx

**PROPOSAL FORM**

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES THE PROJECT LISTED ABOVE FOR THE FOLLOWING PRICE.

**1. Design / Built Services :**

Design and built services for the project listed above.

\$ 159,095.00

---

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


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

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

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:  
Addenda 1: E-mail dated 4/19/2021
3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

**Company:** Weston & Sampson Engineers, Inc.

**Signed by:** 

**Printed or typed name:** Christopher Perkins, PE

**Address:** 100 International Drive, Suite 152, Portsmouth, New Hampshire 03801

**Telephone number:** 603-431-3937 **fax number:** 978-977-0100

**Toll free number:** 603-431-3937 **e-mail:** perkinsc@wseinc.com

**Cell phone number:** 207-450-2899

**Primary point of contact:** Christopher Perkins, PE

**Payment terms and conditions:** lump sum

**Please fill out, sign and return to:**

Town of Hudson  
Town Engineer  
Mr. Elvis Dhima, P.E.,  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: MAY 21, 2021, Not Later Than 10:00 AM**



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Weston & Sampson Engineers, Inc.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) <u>5</u>
<input type="checkbox"/> C Corporation	Exemption from FATCA reporting code (if any) _____
<input checked="" type="checkbox"/> S Corporation	(Applies to accounts maintained outside the U.S.)
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 55 Walkers Brook Drive, Suite 100	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Reading, MA 01867	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
0	4		-	2	6	0	1	1	9	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <u>1/7/21</u>
------------------	---	----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

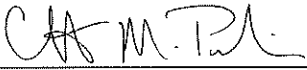
**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

**Company** Weston & Sampson Engineers, Inc.

**Taxpayer identification number** 04-2601194

**Authorized signature** 

**Date** May 21, 2021

**Address** 100 International Drive, Suite 152, Portsmouth, New Hampshire 03801

**Telephone** 603-431-3937

**Toll-free number** 603-431-3937

**Fax number** 978-977-0100

**E-mail address** perkinsc@wseinc.com





WESTAND-01

CMURPHY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(617) 328-6555</b>	<b>FAX (A/C, No): (617) 328-6888</b>
	<b>E-MAIL ADDRESS: boston@amesgough.com</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Valley Forge Insurance Company A(XV)</b>		<b>20508</b>
<b>INSURER B : National Fire Insurance Company of Hartford A(XV)</b>		<b>20478</b>
<b>INSURER C : Nautilus Insurance Company A+, XV</b>		<b>17370</b>
<b>INSURER D : Lexington Insurance Company A, XV</b>		<b>19437</b>
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

**Weston & Sampson Engineers, Inc.**  
 55 Walkers Brook Drive, Suite 100  
 Reading, MA 01867

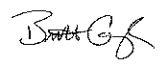
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>X COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		<b>6056861029</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		<b>6056860561</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<b>X UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED RETENTION \$		<b>FFX2027937-12</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		<b>6056861015</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<input checked="" type="checkbox"/> PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Professional Liab</b>		<b>031710990</b>	<b>7/3/2020</b>	<b>7/3/2021</b>	<b>Per Claim</b> \$ <b>5,000,000</b>
<b>D</b>	<b>Professional Liab</b>		<b>031710990</b>	<b>7/3/2020</b>	<b>7/3/2021</b>	<b>Aggregate</b> \$ <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured GL Endorsement Form #CNA75079XX 01/16. All Coverages are in accordance with the policy terms and conditions.

RE: EVIDENCE OF INSURANCE

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
FOR PROPOSAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# WASTEWATER

planning, collection, treatment & disposal

For more information, contact:

Robert A. Goober, PE  
Business Development Director  
(800) SAMPSON | gooberr@wseinc.com



- Treatment plant improvements and new facilities
- Pump stations
- I/I & SSES programs
- Innovative and alternative systems
- Needs assessments and decentralized planning
- Septage management
- New sewer and septic systems
- SCADA
- Betterment assessment and user fee support
- Effluent disposal and re-use



Weston & Sampson's experience, resources, and services extend to all aspects of wastewater projects, including:

- Facilities planning, including Comprehensive Wastewater Management Plans (CWMPs)
- Gravity and pumped collection systems
- Advanced wastewater treatment facilities
- Innovative/alternative wastewater management
- Pump station siting studies, design, and rehabilitation
- Septic system management programs and Title 5 compliance
- Permitting
- Infiltration/inflow (I/I) analysis and sewer system evaluation surveys (SSES)
- System start-up and operation and maintenance (O&M)
- Sewer construction coordinated with other utility improvements
- Supervisory Control and Data Acquisition (SCADA)
- Sewer betterment assessments and sewer user charge regulations
- Regulatory and funding assistance
- Effluent disposal and re-use

A leader in the design and implementation of innovative/alternative wastewater collection system projects, pressure sewer applications, and small diameter gravity sewers, our experience varies from small rural and private wastewater collection systems to large urban municipal projects. We also have extensive experience working in communities where there are essentially no municipal sewers or where significant time has elapsed since the last sewer extension project.

# DESIGN - BUILD - OPERATE

comprehensive services

For more information, contact:

Robert A. Goober, PE  
Business Development Director  
(800) SAMPSON | gooberr@wseinc.com



- Reduces overall project costs
- Reduces project schedule since design and construction overlap
- Gives the owner single-source responsibility and the opportunity to focus on the project's scope and needs rather than coordination of multiple contracts and firms
- Reduces change orders as the designer/builder has responsibility for developing drawings as well as constructing a fully functional facility



**Weston & Sampson Engineers**, with its affiliates, Weston & Sampson Services (WSS) and Weston & Sampson Construction, Maintenance & Repair (CMR), offers full service engineering, construction, and operations capabilities. With an integrated team of technical professionals, Weston & Sampson offers various solutions to meet our clients' needs, including design-build-operate services.

A unique project delivery system, design-build-operate offers a seamless process from design development through project completion and onto operation. This system allows projects to be completed in a shorter overall time frame than traditional design, bid, then build projects.

Weston & Sampson designs and builds project to meet our clients' budgets and demanding schedules. Then, we provide cost-effective, efficient operation services. We pride ourselves on handling projects of all sizes and offering excellent customer service and design-build-operate solutions.

Weston & Sampson recently provided:

- Design-build-operation services for a wastewater treatment facility (WWTF) and sewerage system in Wareham, MA
- Design-build services for the leachate pump station and forcemain project in Rochester, NH
- Design-build services for wastewater system upgrades to two separate condominium associations in Brewster, MA
- Design-permitting-operation services for a WWTF in Pembroke, MA
- Construction-operation services for a WWTF expansion in Dover, MA
- Construction-operation services for a WWTF expansion in Ridge, NH
- Construction-operation services for WWTF upgrades in Wenham, MA
- Design-permitting services for WWTF upgrades in Concord, MA
- Design-permitting-construction services for a new collection system, pump station, and WWTF in Falmouth, MA



# HUDSON INDUSTRIAL PARK PUMP STATION

town of hudson, new hampshire



The Town of Hudson selected Weston & Sampson to design and build an updated sewer pump station on Industrial Drive. The existing sewage pumps and motors used at the station dated back to the original construction in 1984 and showed signs of prolonged use. Additionally, the necessary pump rates were not being met by one of the two sewage pumps in use.

Our team collected information through comprehensive site visits and assembled a report documenting our findings and recommendations. The report included:

- A description of the pump stations and equipment on site
- A detailed description of deficiencies
- Recommendations to improve efficiency, performance, safety, and reliability, including the installation of new pumps, motors and control panels
- Planning-level costs to design/construct the recommended improvements

Since the town required that the pumps be set at a high pumping rate to empty the wet well quickly to prevent upstream sewer manhole backups, Weston & Sampson incorporated this rate into our plan. At this rate, the town could limit the risk of an SSO while managing pump longevity and wished to continue operation of the new pumps in this same manner. After a review of the station's existing flows and standard operating conditions and after conducting workshops with town staff, we determined that the replacement pumps would need to perform at both flow rates demonstrated during the data collection efforts.

The town has standardized with Gorman-Rupp pumps and controls. Weston & Sampson recommended Gorman-Rupp T4A3S with 25-horsepower motors and a pumping range of 130-600 gallons per minute to match the wide flow rate range. This swap provided more versatility, allowing the town to run the pumps at a slower speed to match incoming flow rates or at a higher speed if and when necessary. The pumps could also accommodate industrial users seeking to increase future sewer flows.

## client contacts

Elvis Dhima, PE  
Town Engineer  
Hudson, NH 03051  
603-866-6008  
edhima@hudsonnh.gov

# WINDHAM ROAD PUMP STATION IMPROVEMENTS

new hampshire department of environmental services  
MTBE remediation bureau, hudson, new hampshire



The New Hampshire Department of Environmental Services (DES) MTBE Remediation Bureau (the bureau) selected Weston & Sampson to perform improvements on the existing Windham Road pump station within the Town of Hudson. The project would increase the pumping capacity and flexibility of the station to meet the water demands in the Windham Road High Service area for Hudson's customers and Pennichuck Water Works' (PWW) Pelham and Windham customers. The pump station is maintained by the Town of Hudson, but operated by PWW. The project was a design-build effort with both design and construction elements completed by Weston & Sampson personnel.

The project work included the installation of two new 500 gallon per minute (gpm) pumps to meet peak flow conditions and a new 60 gpm jockey pump for low flow conditions. The project also included an innovative approach to increasing the pumping capacity of the existing pumps. Two existing 25 hp pump motors were replaced with 30 hp motors to increase the flow capacity and improve the operating efficiency of the existing pumps.

During construction, it was mandatory that the Windham Road Pump Station be online at all times except for brief shut downs during overnight hours. To accomplish this requirement, Weston & Sampson developed an approach to providing temporary pumping through use of the existing infrastructure. An existing pump in the station was isolated from the rest of the station and temporary piping was setup to bypass the station while work was ongoing. New pump installation was executed sequentially to further allow the station to remain online at all times.

In addition to pump improvements, the project also included installation of a new electrical service, variable frequency drives for all domestic pumps, new electrical panel, conduit and wiring for the pump station, and new SCADA panel and controls to improve the operator's flexibility to run specific pumps to meet a wide array of demand conditions. The total project cost was approximately \$350,000.

The design incorporated current domestic flow considerations as well as long term plans by the town to combine the Windham Road service area with an adjacent service area. Fire flow considerations will be addressed in a Phase II project anticipated in Fiscal Year 2018.

- design-build effort
- innovative approach to existing pump upgrade
- sequential installation of three new water booster pumps
- electrical & SCADA upgrades

## client contact

Talcott Hubbard, PE  
MTBE Remediation Bureau  
NHDES  
29 Hazen Road  
Concord, NH 03301  
603-271-2014

Elvis Dhima, PE  
Town Engineer  
Town of Hudson  
12 School Street  
Hudson, NH 03051  
603-886-6008

May 21, 2020

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

Re: DESIGN BUILD SERVICES FOR FEDERAL STREET PUMP STATION UPGRADE  
Request for Proposals (RFP)

Mr. Dhima:

In accordance with the Town of Hudson Engineering and Highway Department's (Owner) solicitation for Engineering and Contractor services to design and construct improvements for the FEDERAL STREET PUMP STATION UPGRADE RFP, Weston & Sampson is pleased to present the following proposal to provide construction and engineering services for the work. A summary of our proposed scope of work and required response outline is presented below.

## 1. Company Background

Weston & Sampson offers interdisciplinary design, engineering, and environmental consulting, as well as operations, maintenance, and repair services. Innovative and reliable, we've worked to improve the communities where you live, work, and play for more than a century.

Weston & Sampson is a New Hampshire Department of Services pre-qualified consulting engineer for all categories under the Water Division.

Since 1899, Weston & Sampson has been providing municipalities, public agencies, and private sector clients with cost-effective and innovative solutions to their infrastructure and environmental challenges. With more than 600 professionals throughout the Northeast and along the East Coast, Weston & Sampson offers capabilities ranging from project development and planning through design, construction, and long-term operation and maintenance.

Throughout our history, Weston & Sampson has been recognized for exceeding clients' expectations by providing attentive personal service, superior technical quality, and adherence to cost and schedule requirements. We pride ourselves on the expertise that our staff provides on each assignment. Our project teams are carefully assembled to meet the specific needs of our clients and ensure project success.

To meet the diverse needs of our clients, Weston & Sampson offers full-service capabilities to address the complex challenges of today's projects. Our areas of expertise include:

- |                                       |  |                   |
|---------------------------------------|--|-------------------|
| ■ Drinking Water                      | ■ Wastewater                             | ■ Drinking Water  |
| ■ Surface & Groundwater               | ■ Environmental Consulting               | ■ Hazardous Waste |
| ■ Site/Civil Development & Survey     | ■ Operations & Maintenance               | ■ Aquatics        |
| ■ Landscape Architecture              | ■ Geotechnical, Structural & Facilities  | ■ MEP             |
| ■ Operations & Maintenance            | ■ Construction & Construction Management | ■ Transportation  |
| ■ Energy, Sustainability & Resiliency | ■ Technology                             |                   |

With more than 600 professional and technical staff, Weston & Sampson is well-positioned to provide professional services for a wide range of project types. More than 200 of our staff hold licenses, registration, and specialized training in their respective fields of expertise.

## 2. Experience/References

Weston & Sampson has been providing cost effective design and construction services for projects similar to the Town of Hudson's Federal Street Pump Station Upgrade.

Attached to this letter please find several project monographs highlighting our experience on similar projects with references for your review. These monographs highlight just a few of the design/build projects we have successfully completed including our most recent work for the Town of Hudson and NHDES on the Windham Road Pump Station and Industrial Park Sewer Pump Station. We have also attached our Water & Wastewater design, construction and operation capabilities for your review.

## 3. Project Approach/Scope of Work

Weston & Sampson has read your Request for Proposals for engineering and construction services and has developed an understanding of the Federal Street Pump Station Upgrade project based on our review of the supplied information, our visit to the project site, our experience in similar projects, and our experience working for the Town of Hudson.

Through the development of our approach, Weston & Sampson performed an in-depth review of the existing information related to the project and specifically to the new pump configuration and aspects of it. Materials reviewed include the following:

- Contract Drawings: Federal Street Pumping Station- Extension of Sewerage System Contract 4
- Existing pump information
- Various maps and other information

The main purpose of this project is to remove the existing pumps and install new **Gorman Rupp (GR)** pumps in the drywell side of the pump station. The work will include the design and installation of new Gorman Rupp pumps, and involves the following tasks:

### Assessment of the existing pump station and existing plans

- Schedule kickoff meeting with Weston & Sampson and Town of Hudson appropriate staff
- Review existing plans made available by the Town of Hudson
- Perform site visit with process mechanical, electrical, civil and construction staff

### Assessment of existing and future flows

- We will review the existing flow data to make sure the pump is adequately sized for existing flows. Additional future flows provided by the Town will be incorporated in the design of the new pumps.

### Coordination with NHDES and other applicable stakeholders

- Plans shall be submitted to NHDES Wastewater Engineering Bureau as necessary. The design will be reviewed for its conformance with Env-Wq -700 Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities. The plans and specifications shall be accompanied by a cover letter that details the project. We have included one (1) iteration of Design Review.

### Prepare all permitting documents and acquire all permits required for construction (fees to be paid by the Town).

- Plans shall be submitted to the Town of Hudson's Building Department as necessary. The design will be reviewed for its conformance with the Town of Hudson's standards. The plans and specifications shall be

accompanied by a cover letter that details the project.

Prepare complete design, construction plans and cost estimates, using Gorman Rupp pumps.

- Prepare plans including electrical and mechanical existing conditions, demolition, proposed modifications and details if necessary. If changes are required during the design, a revised cost estimate/proposal will be prepared for review by the Owner.

Construct the approved construction plan

- As stated in the Addenda and subsequent discussions the Town will provide a new bypass connection at forcemain with two (2) gate valves and a minimum 4-inch ductile iron connection outside the pump station.
- It is anticipated that bypass pumping will be necessary to perform the work. We will utilize one Town supplied bypass pump while the work on the pump and pipe replacement is performed. Weston & Sampson has included labor to setup and take down the bypass system.
- The bypass system will be monitored via a separate mission dialer and floats provided and installed by Weston & Sampson.
- Flows to the existing station will be plugged using an inflatable plug located in either the manhole or wetwell located inside the gate for the pump station.
- If new pump layout requires additional space due to suction line interference; the existing 6" suction line will be cut back and piping re-configured.
- Connect discharge of pump to new plug valve, new check valve, air release valve, supply and install new bends and remove existing wye connection and replace with new tee.
- Install new pump and motor (stacked layout as proposed by GR) similar to Industrial Drive Pump Station.
- Pump shall be GR T-series (T4C60SC-B/F) capable of pumping 150 gpm at 26 feet of head, 7.5 HP or less.
- Supply and install and startup two (2) 7.5 HP Allen Bradley Power Flex VFDs.
- Install conduit and wire to the new pumps from the existing controls and electrical cabinets. Re-use existing controls and electrical cabinets.
- Supply and install new 4"Krohne flow meter.
- Perform startup and testing.
- Paint new pipe and fittings to match existing.
- Replace the duplex ½ HP sump pumps and connect to existing discharge pipe.
- Demolition of existing pump and piping on the first floor level.
- Demolition of existing motors on second floor level and wet seal packing system. Patch penetrations.

General Requirements

- Establish design plans stamped by a New Hampshire Professional Engineer.
- Submit the design plans to NHDES for approval.
- Conduct shop drawing review of all proposed products to be installed under this project.
- Develop record drawings of the as-built conditions stamped by a New Hampshire Professional Engineer and submit plans to NHDES.
- Develop/modify operation and maintenance (O+M) manuals.
- All prices include modifications to the cabinets, wiring or other appurtenances and any new equipment, wiring, labor, etc. to provide a fully functioning sewer pump station.
- The existing sewage pump station must remain operational at all times during the construction unless directed by the Engineer in writing. Use of Town supplied bypass pumping equipment will be necessary.
- Provide the Town with As-built Plans in AutoCAD format.

#### 4. Schedule

Time Frame for Performance of Services

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations, but no later than July 1, 2021 and the project will proceed immediately. The Contractor will be able to start work as of July 1, 2021 weather dependent and must be substantially complete on or before **December 1,**



2021. Project must have completed all verification and validation testing and be ready for final acceptance by the Town on December 15, 2021 to allow time for a final inspection by the Town and completion of punch list items by the Contractor. Equipment production lead times is roughly 10-12 weeks, the time for construction and completion of the work is dependent on equipment delivery. Does not include extended permitting review times or delays due to COVID-19.

## 5. Cost Proposal

### Cost of Design & Construction

The cost of design and construction for the RFP is listed on the submitted proposal form.

Please refer to the List of Exclusions/Clarifications below for further clarification of scope and the costs included in the proposal. Weston & Sampson welcomes the opportunity to discuss the proposal and/or scope with you at your convenience.

### Exclusions/Clarifications

Any additional controls or valves/components required that are not specifically called out in the RFP are not included.

It is assumed that the above listed pump is suitable for the application, if a larger pump is required additional compensation will be necessary.

It is assumed that the existing Gorman Rupp Control panel does not have existing inputs/outputs for new controls and overtemp/leak detection standard w/ Gorman Rupp Pumps. It is assumed overtemp will be wired to input/outputs at new VFDs and signal a fault. If the Owner prefers an alternate method that would require additional relays or controls additional compensation will be required.

Utilizing existing suction and discharge connections.

Field Painting of DI piping has been included in the price. No other painting has been included.

Standard gasket nut and bolts are included.

No Buy American, Davis Wage Rates, or other Permits other than those stated in RFP.

Project is Tax Exempt.

Bonds and insurances included as requested in RFP.

No hazardous material investigation or abatement is included.

No underground utility work, Town will install bypass connection.

No excavation included for pipes between drywell and wetwell.

No restrictions on work hours (within reason).

No certified payrolls.

No Owner Trailer required.

No temporary electric or water service for construction, assume water and electric to be available by Town of Hudson.

Assume one (1) project design meeting and one (1) Pre-Construction Conference. If additional meetings are required they will need to be scheduled in advance while work is ongoing.

Project includes removal and replacement of two pumps and associated electrical, should NHDES and/or the Town of Hudson require additional modifications a change proposal/order shall be required.

No pipe marking or other signage.

Testing and startup per RFP.

No police details.

Warranty Period: 12 months from the date of Substantial Completion.

Thank you for considering Weston & Sampson for this work. We appreciate this opportunity to provide you with this proposal, and we look forward to possibly working with you on this important project. As stated above, we have attached several project monographs for your review. These monographs highlight just a few of the design/build projects we have successfully completed including our most recent work for the Town of Hudson. If

you have any questions regarding this Bid proposal, please do not hesitate to contact me by phone at 603-431-3937 or e-mail at [sykoraj@wseinc.com](mailto:sykoraj@wseinc.com).

Very Truly Yours,

WESTON & SAMPSON



John M. Sykora III  
Project Manager/Team leader

P:\NH\Hudson, NH\Proposals\2018 March\Federal Street Sewer PS\Federal Street Bid\Hudson DB Services Federal Street Pump Station Upgrade Final.docx

**PROPOSAL FORM**

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES THE PROJECT LISTED ABOVE FOR THE FOLLOWING PRICE.

**1. Design / Built Services :**

Design and built services for the project listed above.

\$ 159,095.00

---

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

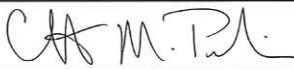
Length of the warranty for materials shall be one year from the date of Project acceptance

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

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:  
Addenda 1: E-mail dated 4/19/2021
3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

**Company:** Weston & Sampson Engineers, Inc.

**Signed by:** 

**Printed or typed name:** Christopher Perkins, PE

**Address:** 100 International Drive, Suite 152, Portsmouth, New Hampshire 03801

**Telephone number:** 603-431-3937 **fax number:** 978-977-0100

**Toll free number:** 603-431-3937 **e-mail:** perkinsc@wseinc.com

**Cell phone number:** 207-450-2899

**Primary point of contact:** Christopher Perkins, PE

**Payment terms and conditions:** lump sum

**Please fill out, sign and return to:**

Town of Hudson  
Town Engineer  
Mr. Elvis Dhima, P.E.,  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: MAY 21, 2021, Not Later Than 10:00 AM**



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Weston &amp; Sampson Engineers, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>55 Walkers Brook Drive, Suite 100</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Reading, MA 01867</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											
OR											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> </tr> </table>	0	4	-	2	6	0	1	1	9	4	
0	4	-	2	6	0	1	1	9	4		

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Harvey Muskoj</i>	Date ▶ <i>1/7/21</i>
------------------	---	----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

**Company** Weston & Sampson Engineers, Inc.

**Taxpayer identification number** 04-2601194

**Authorized signature** 

**Date** May 21, 2021

**Address** 100 International Drive, Suite 152, Portsmouth, New Hampshire 03801

**Telephone** 603-431-3937

**Toll-free number** 603-431-3937

**Fax number** 978-977-0100

**E-mail address** perkinsc@wseinc.com





# WASTEWATER

planning, collection, treatment & disposal

For more information, contact:

Robert A. Goober, PE  
Business Development Director  
(800) SAMPSON | gooberr@wseinc.com



- Treatment plant improvements and new facilities
- Pump stations
- I/I & SSES programs
- Innovative and alternative systems
- Needs assessments and decentralized planning
- Septage management
- New sewer and septic systems
- SCADA
- Betterment assessment and user fee support
- Effluent disposal and re-use



Weston & Sampson's experience, resources, and services extend to all aspects of wastewater projects, including:

- Facilities planning, including Comprehensive Wastewater Management Plans (CWMPs)
- Gravity and pumped collection systems
- Advanced wastewater treatment facilities
- Innovative/alternative wastewater management
- Pump station siting studies, design, and rehabilitation
- Septic system management programs and Title 5 compliance
- Permitting
- Infiltration/inflow (I/I) analysis and sewer system evaluation surveys (SSES)
- System start-up and operation and maintenance (O&M)
- Sewer construction coordinated with other utility improvements
- Supervisory Control and Data Acquisition (SCADA)
- Sewer betterment assessments and sewer user charge regulations
- Regulatory and funding assistance
- Effluent disposal and re-use

A leader in the design and implementation of innovative/alternative wastewater collection system projects, pressure sewer applications, and small diameter gravity sewers, our experience varies from small rural and private wastewater collection systems to large urban municipal projects. We also have extensive experience working in communities where there are essentially no municipal sewers or where significant time has elapsed since the last sewer extension project.

# DESIGN - BUILD - OPERATE

comprehensive services

For more information, contact:

Robert A. Goober, PE  
Business Development Director  
(800) SAMPSON | gooberr@wseinc.com



- Reduces overall project costs
- Reduces project schedule since design and construction overlap
- Gives the owner single-source responsibility and the opportunity to focus on the project's scope and needs rather than coordination of multiple contracts and firms
- Reduces change orders as the designer/builder has responsibility for developing drawings as well as constructing a fully functional facility



**Weston & Sampson Engineers**, with its affiliates, Weston & Sampson Services (WSS) and Weston & Sampson Construction, Maintenance & Repair (CMR), offers full service engineering, construction, and operations capabilities. With an integrated team of technical professionals, Weston & Sampson offers various solutions to meet our clients' needs, including design-build-operate services.

A unique project delivery system, design-build-operate offers a seamless process from design development through project completion and onto operation. This system allows projects to be completed in a shorter overall time frame than traditional design, bid, then build projects.

Weston & Sampson designs and builds project to meet our clients' budgets and demanding schedules. Then, we provide cost-effective, efficient operation services. We pride ourselves on handling projects of all sizes and offering excellent customer service and design-build-operate solutions.

Weston & Sampson recently provided:

- Design-build-operation services for a wastewater treatment facility (WWTF) and sewerage system in Wareham, MA
- Design-build services for the leachate pump station and forcemain project in Rochester, NH
- Design-build services for wastewater system upgrades to two separate condominium associations in Brewster, MA
- Design-permitting-operation services for a WWTF in Pembroke, MA
- Construction-operation services for a WWTF expansion in Dover, MA
- Construction-operation services for a WWTF expansion in Ridge, NH
- Construction-operation services for WWTF upgrades in Wenham, MA
- Design-permitting services for WWTF upgrades in Concord, MA
- Design-permitting-construction services for a new collection system, pump station, and WWTF in Falmouth, MA





# WINDHAM ROAD PUMP STATION IMPROVEMENTS

new hampshire department of environmental services  
MTBE remediation bureau, hudson, new hampshire



The New Hampshire Department of Environmental Services (DES) MTBE Remediation Bureau (the bureau) selected Weston & Sampson to perform improvements on the existing Windham Road pump station within the Town of Hudson. The project would increase the pumping capacity and flexibility of the station to meet the water demands in the Windham Road High Service area for Hudson's customers and Pennichuck Water Works' (PWW) Pelham and Windham customers. The pump station is maintained by the Town of Hudson, but operated by PWW. The project was a design-build effort with both design and construction elements completed by Weston & Sampson personnel.

The project work included the installation of two new 500 gallon per minute (gpm) pumps to meet peak flow conditions and a new 60 gpm jockey pump for low flow conditions. The project also included an innovative approach to increasing the pumping capacity of the existing pumps. Two existing 25 hp pump motors were replaced with 30 hp motors to increase the flow capacity and improve the operating efficiency of the existing pumps.

During construction, it was mandatory that the Windham Road Pump Station be online at all times except for brief shut downs during overnight hours. To accomplish this requirement, Weston & Sampson developed an approach to providing temporary pumping through use of the existing infrastructure. An existing pump in the station was isolated from the rest of the station and temporary piping was setup to bypass the station while work was ongoing. New pump installation was executed sequentially to further allow the station to remain online at all times.

In addition to pump improvements, the project also included installation of a new electrical service, variable frequency drives for all domestic pumps, new electrical panel, conduit and wiring for the pump station, and new SCADA panel and controls to improve the operator's flexibility to run specific pumps to meet a wide array of demand conditions. The total project cost was approximately \$350,000.

The design incorporated current domestic flow considerations as well as long term plans by the town to combine the Windham Road service area with an adjacent service area. Fire flow considerations will be addressed in a Phase II project anticipated in Fiscal Year 2018.

- design-build effort
- innovative approach to existing pump upgrade
- sequential installation of three new water booster pumps
- electrical & SCADA upgrades

## client contact

Talcott Hubbard, PE  
MTBE Remediation Bureau  
NHDES  
29 Hazen Road  
Concord, NH 03301  
603-271-2014

Elvis Dhima, PE  
Town Engineer  
Town of Hudson  
12 School Street  
Hudson, NH 03051  
603-886-6008

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): **Weston & Sampson Engineers, Inc.**  
55 Walkers Brook Drive  
Reading, MA 01867

SURETY (Name, and Address of Principal Place of Business): **Philadelphia Indemnity Insurance Company**  
20 Cabot Blvd. Suite #300  
Mansfield, MA 02048

OWNER (Name and Address): **Town of Hudson**  
12 School Street  
Hudson, NH 03051

BID  
Bid Due Date: **5/21/2021**  
Description (Project Name— Include Location): **Federal Street Pump Station Upgrade** :  
Type text here

BOND  
Bond Number:  
Date: **5/21/2021**  
Penal sum Five Percent of the Attached Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

<b>BIDDER</b>	<b>SURETY</b>
<u>Weston &amp; Sampson Engineers, Inc.</u> (Seal)	<u>Philadelphia Indemnity Insurance Company</u> (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Signature	Signature (Attach Power of Attorney)
<u>JOHN A. BOCCIANO JR</u>	<u>David O. Smith</u>
Print Name	Print Name
<u>Principal</u>	<u>attorney-in-fact</u>
Title	Title
Attest: <u>[Signature]</u>	Attest: <u>[Signature]</u>
Signature	Signature <b>Krista Mauro</b>
Title <u>Tech. Proj. Coord</u>	Title

Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

1903

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Andrew Barbas; David O. Smith; Kathleen M. Tansey; Krista Mauro OF THE CITY OF QUINCY, STATE OF MASSACHUSETTS, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

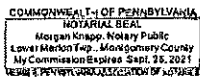
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of May, 20 21



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**NORTHEAST EARTH MECHANICS, INC.**

159 Barnstead Road

Pittsfield, NH 03263

(603) 435-7989 Fax: (603) 435-7950

[www.neearth.com](http://www.neearth.com)

May 20, 2021

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

**RE: Design / Build Services for Federal Street Pump Station Upgrade**

Dear Mr. Dhima, PE,

Northeast Earth Mechanics, Inc. (NEEM) is pleased to provide our proposal for the Federal Street Pump Station Upgrades in accordance with the Request for Proposal Documents issued March 2021.

**1. Company or Contractor Team Background Material**

NEEM was incorporated November 9, 1988. As you may be aware NEEM has traditionally been primarily a civil contractor in the past: providing services in road, bridge, utility, commercial and industrial sitework. Starting in 2019 NEEM has transitioned to providing services in the municipal water & wastewater market. NEEM has completed or in the process of completing four (4) projects in this market. Projects have been completed successfully, on time, and with satisfied customers.

The management assigned to this project consists of:

- Jason Babbidge – Senior Project Manager
- Joe White – Assistant Project Manager

Resumes have been included with this proposal. This team has 20-years of combined experience in the water / waste water.

## 2. Experience/References

Attached to this proposal you will find the following:

- Work in Progress
- Work Completed (Past 5-years)

Additionally, here is information regarding projects completed within the past 3-years, that are specific to the water/wastewater market:

### **Lebanon, NH – Prospect Booster Pump Station Upgrades**

Owner Contact: Jay Cairelli  
Assistant Director of Public Works  
City of Lebanon  
193 Dartmouth College Highway  
Lebanon, NH 03766  
(603) 448-3112

Scott Poirier  
Water Treatment Superintendent  
City of Lebanon  
65 Pumping Station Road  
Lebanon, NH 03766  
(603) 448-2514

Contract Value: \$139,250  
Completion Date: May 2021

The purpose of this project was to replace the existing 4" and 8" welded steel piping in the Pump Station with ductile iron flanged piping. NEEM was responsible for designing the replacement of the piping and implementing the replacement. This included taking as-built dimensions of the existing piping system and developing CAD drawings to determine the pipe, fittings, valves and accessories required to provide replacement of the piping. This project also required designing and installing a bypass piping system to keep the station operational while the station piping was replaced. Project was completed 7 weeks ahead of schedule.



**Salem, NH – Southern New Hampshire Regional Water – Pressure Reducing Valve Stations.**

Owner Contact: Fred Wallace  
Utilities Director  
Town of Salem  
161 North Policy Street  
Salem, NH 03079  
(603) 890-2179

Contract Value: \$2,036,334.67  
Completion Date: June 2020

This contract was part of the larger project to bring drinking water from Manchester through to Plaistow. The project consisted of constructing two (2) pressure reducing and flow control stations. One station consisted of pressure reducing and chemical feed systems including, Sodium Hypochlorite, Sodium Hydroxide and Ammonium Sulfate. The second station was for pressure reducing and flow control valves.

The following is list of projects that are currently ongoing in the water/wastewater market sector:

**Dover, NH – Water Facilities Improvements – Phase 2 Contract 4, Bellamy Recharge Facility**

Owner Contact: Bill Boulanger  
Deputy Director  
City of Dover  
271 Mast Road  
Dover, NH 03820  
(603) 516-6459

Contract Value: \$1,339,625  
Completion Date: May 2021 (Scheduled)

The design intent of this project is to take water from the Bellamy River and recharge it into the existing aquifers to supply drinking water to the City. The project consisted of installing a new pump station building, with Gorman-Rupp self-priming pump, intake structure and suction piping from river to pump station, and approximately 2,300 LF of 8" HDPE discharge piping to the aquifers.

## **Madbury, NH – Backwash Tank and Pump Station Upgrade**

Owner Contact: Al Pratt  
Water Resource Manager  
City of Portsmouth  
680 Peverly Hill Road  
Portsmouth, NH 03801  
(603) 520-0622

Contract Value: \$2,675,053.79  
Completion Date: August 2021 (Scheduled)

This project consists of constructing a backwash tank and pump station to use treated water to backwash the existing filter system. Cast-in-place concrete tank and precast concrete pump station were installed. Includes two (2) new backwash pumps and stainless-steel piping in the pump station. Installation of new submersible filter to waste pump station and associated yard piping.

### **3. Project Approach**

This project is looked at as a service project. This is an established station and the area it serves is fully developed and no increase in demand is anticipated. As such it is NEEM's intention to determine the optimal pump and piping configuration in house and work directly with the DES and local authorities for permitting. During that process if the DES requires stamped engineered drawings NEEM will hire an engineer to review and stamp drawings, at no additional cost.

Upon receiving an executed contract NEEM will expeditiously issue purchase orders and contracts to subcontractors and vendors to get submittals on materials and equipment in for review. The pumps are the longest lead time item, 2 weeks to prepare submittals, 2 weeks to review, and 10 weeks to fabricate and deliver. Delivery expected for the beginning of October (See scheduled provided for Item No. 4 below). NEEM will procure all other materials and finalize the design to the pump station upgrades during this time. By the time the pumps are delivered everything will be on-hand and finalized for construction to begin.

The one onsite construction activity that will take place prior to pump delivery is preparation for by-pass pumping. A connection for the by-pass pump discharge will be tied into the existing forcemain in front of the station. A wye will be installed on the existing line with a by-pass connection being installed up above grade with a blind flange for the by-pass pump connection. This will be left in place for future use if needed by the Owner.

NEEM proposes to replace the existing pumps and piping with new Gorman-Rupp Model T4C pumps as stated in the RFP documents. The suction and discharge piping will be replaced with new 4" diameter cement lined ductile iron pipe. The discharge piping of each pump will be connected to one common 4" discharge line. This connection will be made at the existing solid sleeve connection just below the ceiling of the pump room. A new solid sleeve will be provided. New valves, check valves and gauges will be provided with each pump to replace the existing. It is anticipated onsite construction, start-up and testing activities will take approximately 1-month.

NEEM is partnering with Barrett Electric (Barrett) for this project. Barrett has extensive experience with electrical and controls in this market and has the expertise to add to the project team. NEEM and Barrett have worked on several projects together in the past couple of years and have a solid working relationship.

As highlighted in Item #2 above NEEM recently completed a project for the City of Lebanon, NH that was to replace all of the existing steel piping in a water booster pump station with flanged ductile iron pipe. The project also included replacing one of the existing pumps with a new pump. NEEM was responsible for designing the replacement piping configuration. NEEM improved on the existing piping configuration by making valves easier to access for operation. NEEM developed CAD drawings to design the replacement piping. This recent experience is directly relevant to the work being performed at the Federal Street Station and will aid in successful completion of the project.

## 4. Schedule

Please see the proposed construction schedule below. Please note this schedule is based on receiving an executed contract on July 1, 2021 as well as lead times on equipment and materials at bid time. Equipment and material lead times may be subject to change which could affect the proposed schedule dates.

### HUDSON, NH FEDERAL STREET PUMP STATION UPGRADES PROPOSAL SCHEDULE

Northeast Earth Mechanics

Schedule Date: May 21, 2021



NORTHEAST EARTH MECHANICS, INC.

Data Date

Fri, 5/21/2021

1

TASK	LENGTH	% COMP	WD PER BUDGET	WD	START	END	COMMENTS
<b>CONSTRUCTION ACTIVITIES</b>							
BID DUE		0%		1	5/21/21	5/21/21	NEEM
AWARD PROCESS		0%		37	5/24/21	6/30/21	NEEM
PROJECT AWARD		0%		1	7/1/21	7/1/21	NEEM
BUYOUT		0%		5	7/2/21	7/7/21	NEEM
PREPARE PUMP SUBMITTAL		0%		10	7/8/21	7/18/21	NEEM
SUBMIT & APPROVE PUMPS		0%		10	7/19/21	7/29/21	NEEM
FAB & DELIVER PUMPS		0%		70	7/30/21	10/8/21	NEEM
SUBMIT & APPROVE PUMPS		0%		14	10/11/21	10/25/21	NEEM
COMPLETE PUMP STATION MODIFICATIONS		0%		30	10/26/21	11/25/21	NEEM
SUBSTANTIAL COMPLETION		0%			12/1/21	12/1/21	NEEM
PUNCHLIST		0%			12/2/21	12/15/21	NEEM
FINAL COMPLETION		0%			12/15/21	12/15/21	NEEM

## 5. Cost Proposal

Please see the attached Proposal Form for pricing.

We look forward to the opportunity to work with you on this project. Please feel free to contact me directly if you have any questions regarding this proposal. I can be reached at 603-833-1988.

Sincerely,



Jason C. Babbidge  
Sr. Project Manager

**PROPOSAL FORM**

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES THE PROJECT LISTED ABOVE FOR THE FOLLOWING PRICE.

**1. Design / Built Services :**

Design and built services for the project listed above.

\$ 169,500.00

One hundred sixty-nine thousand, five hundred dollars and zero cents

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

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

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

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:  
None
3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

**Company:** Northeast Earth Mechanics, Inc.

**Signed by:**  \_\_\_\_\_

**Printed or typed name:** Jason C. Babbidge

**Address:** 159 Barnstead Road, Pittsfield, NH 03263

**Telephone number:** (603) 435-7989 **fax number:** (603) 435-7950

**Toll free number:** \_\_\_\_\_ **e-mail:** jasonb@neearth.com

**Cell phone number:** (603) 833-1988

**Primary point of contact:** Jason Babbidge, Sr. Project Manager

**Payment terms and conditions:** Net 30 Days

**Please fill out, sign and return to:**

Town of Hudson  
Town Engineer  
Mr. Elvis Dhima, P.E.,  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: MAY 21, 2021, Not Later Than 10:00 AM**

# Jason Babbidge

## Sr. Project Manager & Business Development

---

Expertise in water, wastewater, and other complex projects of mechanical and industrial nature.

### Experience

---

2019 - Current

#### **Northeast Earth Mechanics, Inc.**

Working to expand operations into the water, wastewater and industrial markets. Building upon the success of the existing civil capabilities within the Company. Responsible for estimating and successful execution of the water, wastewater and industrial market segment.

2009 - 2019

#### **Methuen Construction Company**

Worked way up through the company from Project Engineer, Project Manager, General Manager and Vice President of Industrial Operations. Throughout this time focused on water, wastewater and other industrial projects leading to the oversight of the Industrial Services Division which specialized in industrial projects with a contract value of \$10 Million with yearly revenues of \$16 Million.

2002 - 2009

#### **Pizzagalli Construction Company**

Started as a Project Engineer working up to Sr. Project Engineer. Worked on projects ranging from institutional work such as High Schools, Colleges and Universities to wastewater treatment plant projects.

### Education

---

2000 - 2004

#### **University of Maine, Orono**

B.S. Construction Management Technology

Minor in Business Administration

### Skills

---

- Project Management
- Leadership
- Estimating
- Scheduling
- Project Finance
- Business Development

### Contact

---

159 Barnstead Road

Pittsfield, NH 03263

(603) 435-7989

jasonb@neearth.com



# **Joseph White – APM/Superintendent**

## **SUMMARY**

Construction Assistant Project Manager & Superintendent recognized for a strong background in the Water and Wastewater field, and other Commercial and Residential Construction. Commitment to safety, working well in a team environment, customer satisfaction and quality control. Prompt and accurate judgment with the ability to troubleshoot and solve problems as they arise. Proven ability to excel in a fast-paced environment.

## **EMPLOYMENT HISTORY**

### **Northeast Earth Mechanics May 2020 – Present**

#### **Assistant Project Manager & Supervisor** May 2020 – Present

Duties include: Managing complex Water & Wastewater Projects. Conduct Progress Meetings with Owners and Owners Reps. Manage schedules, and job progress. Interpreting contract drawings, specifications, and submittals. Job Site Safety, managing sub-contractors and Teammates.

- City of Salem PRV & Chem Feed Stations, Salem/Windham, NH - **\$2 Million**
- City of Portsmouth Backwash Tanks & Pump Station, Madbury, NH - **\$2.7 Million**
- City of Dover Bellamy Recharge Facility, Dover, NH – **\$1.33 Million**

### **Methuen Construction May 2016 – May 2020**

#### **Assistant Project Manager** January 2019 – May 2020

Duties include: Managing complex Water & Wastewater Projects. Manage budgets, schedules, and job progress.

- City of Nashua WWTF Clarifier Rehabilitation - **\$4.2 Million**
- City of Haverhill Wastewater Pump Stations Replacement – **\$2.8 Million**

#### **Assistant Superintendent** January 2018 – January 2019

Duties include: Interpreting contract drawings, specifications, and submittals. Job Site Safety, managing job performance on-site, managing sub-contractors and Teammates, and Budget & schedule monitoring.

- Canal Street Bridge Rehabilitation, Lowell MA **\$730k**
- Tom's of Maine Security Upgrades, Sanford ME **\$520k**
- City of Manchester Boiler Replacement, Manchester NH WWTF **\$2.3 Million**
- Luther Dam Pump House Rehabilitation, Attleboro MA **\$1.8 Million**

#### **Service Supervisor** May 2016 – December 2017

Duties include: Job Site Safety, managing job performance on-site, managing sub-contractors and Teammates, and Budget & schedule monitoring.

### **Tantara Corporation 2015 - 2016**

Duties include maintaining project schedule, supervision, quality control, and safety.

Held positions as Site Super, QCM, and SSO

- US Navy Multiple Roof Replacement, Kittery, ME **\$1.4 Million**
- US Navy Partial Building Renovation, Kittery, ME **\$1.2+ Million**
- US Navy B-154 Window repairs **\$312K**
- US Navy HPAC Compressor repairs **\$260K**

### **Smart ATI, LLC 2011 - 2015**

Duties include performance of all phases of general carpentry from steel framing, to finish work. Working Site Superintendent, responsible for maintaining the project schedules, supervision of subcontractors, quality control, and safety.

- USACE, New HVAC, Replace 20 Ton to 56 Ton Chiller, Hanover, NH **\$1.4 Million**
- USACE, 2 Projects Design Build/Renovations totaling Hanover, NH **\$1 Million**.
- US Army Supply, Renovations of Temporary Buildings, Natick, MA **\$467K**
- US Army National Guard, Liquid Oxygen Bldg., Road Work, Fencing at Pease AFB, NH **\$270K**
- USDA, Replace HVAC Systems to include gas and wood fired boilers, VT **\$125K**
- US Navy, NAVFAC Design Build of Steel Structure, Portsmouth, NH **\$75**
- US Navy, NAVFAC B-357 Hazardous-waste leak detection, Portsmouth NH **\$105K**

### **Whitcher Builders, Inc. 2009 – 2011**

Duties included Supervision, Lead and General Carpentry. Responsible for Quality Control and Enforcing Safety of workers. Performed all phases of general carpentry from steel framing to finish work for this commercial construction company.

- Projects Included:
  - Design Build of Portsmouth Chevy Garage - **\$9 Million**.
  - Design Build of Custom Residence (Glass Home) - **\$4.2 Million**
  - Design Build of Commercial Condos, Portsmouth, NH - **\$3 Million**

## **EDUCATION**

- 2019 – Massachusetts 2A-1C Hydraulics License
- 2016 – Asbestos Contractor Refresh
- 2016 – De-Leader supervisor Refresh
- 2013 – Global Harmonization
- 2013 – Asbestos Contractor/Supervisor
- 2013 – Mold Investigation and Remediation
- 2013 – NH Lead Abatement Contractor
- 2012 – USACE Construction Quality Management for Contractors (QCM)
- 2012 – State of Maine Basic and Advanced Erosion Control Practices
- 2012 - 30 Hour OSHA Training
- 2012 Liquid Penetrant Testing level I/II
- 2012 Magnetic Particle Testing level I/II
- First Aide Training
- Forklift Training and Certification
- Scissor Lift Training and Certification
- High School Diploma, Coe Brown Academy, Northwood, NH

## **SKILLS**

- 22 years' experience in Industrial/ Commercial/ Residential Construction as a Project Manager, Site Supervisor, and Quality Control Manager
- Experience in Managing Municipal Water and Wastewater Projects
- Experience in Managing DoD projects including for the Army, US Coast Guard, USDA, Army, National Guard, and the Navy
- Manage job performance onsite
- Maintain quality and safe work environment
- Supervises and manages all trades, while maintaining specifications and quality as required by contract.
- Maintain Daily production reports.
- Conduct meetings with subcontractors, owner's reps and Government personnel.
- Maintain accurate records.

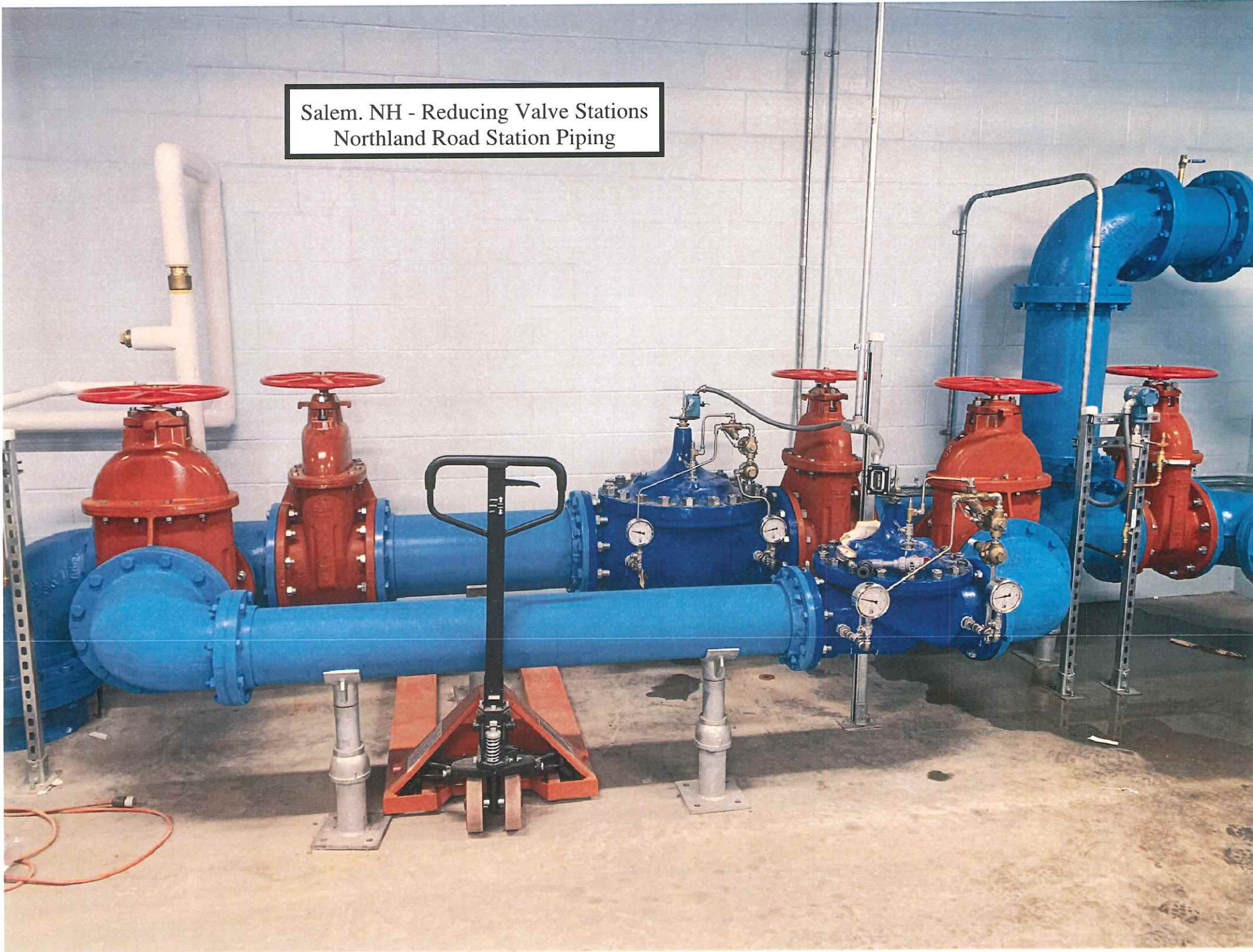


Lebanon, NH - Prospect Booster Pump Station  
Pre-Construction

Lebanon, NH - Prospect Booster Pump Station  
New Piping & Pump Installed



Salem, NH - Reducing Valve Stations  
Northland Road Station Piping





Salem, NH - Reducing Valve Stations  
Rail Trail Station Piping

Salem, NH - Reducing Valve Stations  
Chemical Feed Station  
Designed & Constructed by NEEM



Dover, NH - Bellamy Recharge Facility  
Pump & Pipe Installation





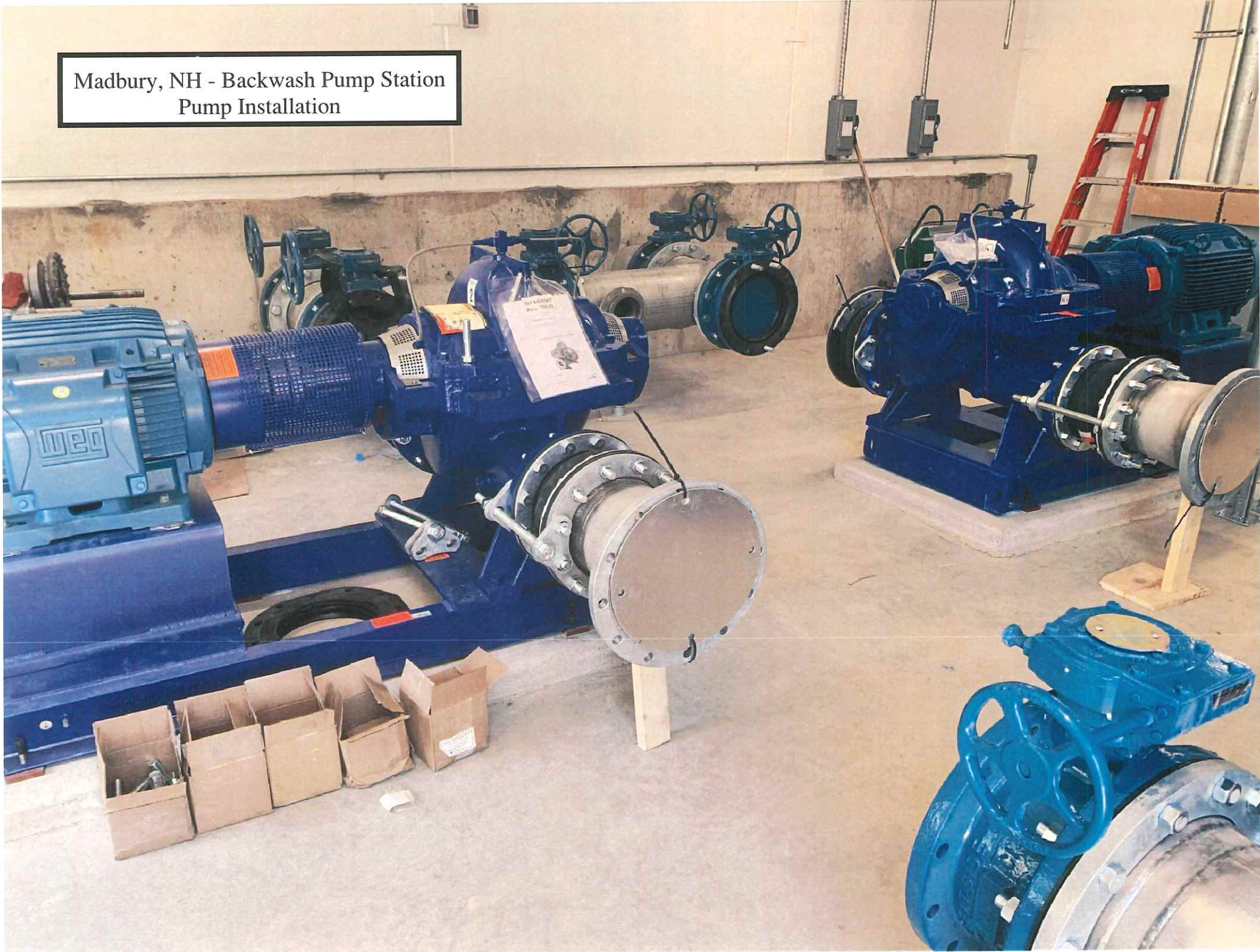
Dover, NH - Bellamy Recharge Facility  
Pump & Pipe Installation



Dover, NH - Bellamy Recharge Facility  
Electrical & Control Equipment



Madbury, NH - Backwash Pump Station  
Pump Installation



Madbury, NH - Backwash Pump Station  
Pump Installation



**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

**Company** Northeast Earth Mechanics, Inc.

**Taxpayer identification number** 02-0428194

**Authorized signature** 

**Date** MAY 20, 2021

**Address** 159 Barnstead Road, Pittsfield, NH 03263

**Telephone** (603) 833-1988

**Toll-free number** \_\_\_\_\_

**Fax number** (603) 435-7950

**E-mail address** jasonb@neearth.com

**SPECIFICATIONS EXCEPTION FORM**

**DESIGN / BUILD SERVICES FOR  
FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

---

---

---

---

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed:  \_\_\_\_\_

**I DO** meet specifications

Signed: \_\_\_\_\_

**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>NorthEast Earth Mechanics, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>159 Barnstead Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Pittsfield, NH 03263</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
Employer identification number	
0 2 - 0 4 2 8 1 9 4	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>12/22/2020</u>
------------------	----------------------------	--------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

NorthEast Earth Mechanics Inc.  
159 Barnstead Road  
Pittsfield, NH 03263

**SURETY (Name and Address of Principal Place of Business):**

Merchants Bonding Company ( Mutual)  
6700 Westown Parkway  
West Des Moines, IA 50266

**OWNER (Name and Address):**

Town of Hudson  
12 School Street  
Hudson NH  
03051

**BID**

Bid Due Date: 05/21/2021

**Project (Brief Description Including Location):**

FEDERAL STREET PUMP STATION UPGRADE  
TOWN OF HUDSON, NH

**BOND**

Bond Number: NHBB-5563278

Date (Not later than Bid due date): 05/21/2021

Penal Sum: Five Percent of the bid price

5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

NorthEast Earth Mechanics Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature and Title

James N. Locke, President

Attest:

Signature and Title

Crystal L. Marston, Secretary/  
Treasurer

**SURETY**

Merchants Bonding Company ( Mutual)

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title Andrew J. Davis, Attorney-in-Fact  
(Attach Power of Attorney)

Attest:

Signature and Title

Mick Mounsey, Account Executive

Note: Above addresses are to be used for giving required notice.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state

in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Davis; Karen Shaughressy; Kathleen Pettit

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of September, 2020.

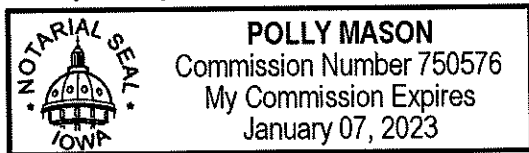


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of September 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17 day of May, 2021.



*William Warner Jr.*  
Secretary

## NorthEast Earth Mechanics, Inc.

### Work Recently Completed

Project Location	Project Description	Owner or General Contractor	Engineer	Project Manager	Field Superintendent	Amount of Contract	Amount Subcontracted	Percent Subcontracted	Start Date	Completion Date
Prospect Booster Station Piping Upgrades  Lebanon, NH	Booster station piping upgrades - design & rebuild	City of Lebanon 193 Dartmouth College Hwy Lebanon, NH 03766		Jason Babbidge	David Herbert	\$139,250	\$8,116	5.83%	Mar-21	May-21
Bow Lake Road Bridge Replacement  Northwood, NH	Bridge Replacements	Town of Northwood 181 1st NH Turnpike Northwood, NH 03261	McFarland Johnson, Inc. 53 Regional Drive Concord, NH 03301 603-225-2978 Josh Lund	Rodney Stockman	Ryan Stockman	\$563,054	\$131,895	22.00%	Sep-20	Dec-20
Phillips Exeter Wentworth Hall  Exeter, NH	Foundation, Drainage and Miscellaneous Sitework Improvements	Cutler Associates 43 Harvard Street Worcester, MA 01609 Jason Musiak 508-767-2941	133 Court Street Portsmouth, NH 03801	Jason Babbidge	Alfred Randall	\$217,260	\$20,000	9.21%	Jun-19	Sep-20
Punkintown Road Relocation  South Berwick, ME	Relocation of a road	Town of South Berwick 108 Main Street South Berwick ME 03908 Perry Ellsworth	Civil Consultants PO Box 100 South Berwick, ME 03908	Rodney Stockman	Ryan Stockman	\$1,065,436	\$190,944	17.92%	Apr-20	Aug-20
Airstrip Well Interconnect  Barnstead, NH	Installation of water line including directional drill under lake	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321	Pennichuck Water 25 Manchester Street Merrimack, NH 03054	Rodney Stockman	Ryan Stockman	\$508,625	15,000	2.95%	Apr-20	Jul-20
Phillips Exeter Library  Exeter, NH	Sitework for Library Addition	Shawmut Design & Construction 560 Harrison Ave Boston, MA 032218 Brian Benson 617-622-7445	AnnBeha Architects 33 Kingston Street Boston, MA 02111	Jason Babbidge	Alfred Randall	\$537,622	\$125,000	23.25%	Jun-19	Jul-20
MHT Obstruction Removal Project  Manchester, NH	Clearing, grubbing, excavation, grading, loaming, seeding, erosion control	City of Manchester - Dept of Aviation One Airport Rd, Suite 300 Manchester, NH 03103 Richard Fixler 603-624-6539	Jacobs Engineering Group, Inc. Attn: Sean Tiney Two Executive Prk Dr, Ste 205 Beford, NH 03110	Rodney Stockman	Mike Kelley	\$929,753	\$400,000	43.02%	Dec-18	Jun-20
Ocean Blvd Sidewalk X-A004(849)  Hampton, NH	Upgrade 117 sidewalk curb ramps to meet ADA requirements	State of NH DOT 7 Hazen Drive Concord, NH 03301 (603)271-3734	Hoyle Tanner & Associates 150 Dow Street Manchester, NH 03101	Rodney Stockman	Mike Kelley	\$572,998	\$13,310	2.32%	Mar-20	May-20
Roundabout Water Main Extension  Epsom, NH	Installation of Water Main & Services	Epsom Village Water District 35 Water Street Epsom, NH 03234	Underwood Engineers 99 N. State Street Concord, NH 03301 Peter Pitsas 603-230-9898	Jason Babbidge	Mike Kelley	\$1,301,938	\$100,000	7.68%	Aug-19	May-20
Expansion of MWW Public Water System  Bedford, NH	Installation of water services	St. Gobain Performance Plastics 31500 Solon Road Solon, OH 44139	CT Male Associates 50 Century Hill Drive Latham, NY 12110 Kathryn Serra 518-786-7400	Rodney Stockman	Mike Kelley	\$1,624,474	\$213,840	13.16%	Dec-18	Apr-20

Project Location	Project Description	Owner or General Contractor	Engineer	Project Manager	Field Superintendent	Amount of Contract	Amount Subcontracted	Percent Subcontracted	Start Date	Completion Date
Alton #41352 Bridge Replacement Alton, NH	Replacement of Culvert	State of NH DOT PO Box 483 Concord, NH 03302 603-271-2171	State of NH DOT PO Box 483 Concord, NH 03302 603-271-2171	Rodney Stockman	Ryan Stockman	\$329,820	\$70,000.00	21.22%	Sep-19	Apr-20
Replacement of Stage Road Bridges Gilmanton, NH	Sitework for Bridge Replacements	E.D. Swett, Inc. 8 Industrial Park Drive Concord, NH 03301 Micheal Cole 603-224-7401	State of NH DOT PO Box 483 Concord, NH 03302 603-271-2171	Rodney Stockman	Richard Price	\$459,554	\$35,000	7.62%	May-19	May-20
Greeley Park Boat Ramp Nashua, NH	Reconstruct boat ramp and retaining walls	City of Nashua 9 Riverside Street Nashua, NH 03062 Kathleen Carragan-Toland	Stantec Consulting Services Inc. 5 Dartmouth Dr. Suite 200 Auburn, NH 03032	Rodney Stockman	Ryan Stockman	\$419,495	\$14,700.00	3.50%	Jan-20	Mar-20
Motorpool Upgrade Rochester, NH	Parking lot upgrades	NH Dept. of Administrative Services	Tighe & Bond 177 Corporate Drive Portsmouth, NH 03801 Erik Doremus 603-294-9208	Rodney Stockman	Scott Bennett	\$586,000	\$133,760	22.83%	Feb-19	Dec-19
Pittsfield Self Storage Pittsfield, NH	Sitework for self storage buildings	Pittsfield Self Storage, LLC 20 Montgomery Street Concord, NH 03301 Mike McDonough	Northpoint Engineering	Rodney Stockman	Scott Bennett	\$511,990	\$100,000	19.53%	May-19	Dec-19
Concord Hospital Hospice House Parking Concord, NH	Renovation to existing parking lot	Concord Hospital 240 Pleasant Street Concord, NH 03301 (603) 227-7000	Nobis Group 18 Chenel Drive Concord, NH 03301 (603) 224-4182	Rodney Stockman	Alfred Randall	\$210,900			Sep-19	Nov-19
UNH Spaulding Hall Enabling Work Durham, NH	Utility work to prep for a building addition	Skanska USA Building Inc. 101 Seaport Blvd, 2nd Floor Boston, MA 02210 Bethany King 617-851-3326	Tighe & Bond 177 Corporate Drive Portsmouth, NH 03801	Jason Babbidge	Derek Sargent	\$796,649	\$70,000	8.79%	May-19	Oct-19
Dover Water Transmission line #B19023 Dover, NH	Installation of water transmission line	City of Dover, NH 288 Central Ave Dover, NH 03820 Ann Legere 603-516-6520	Underwood Engineers 25 Vaughan Mall Portsmouth, NH 03801 Jeffrey Clinton 603-436-6192	Rodney Stockman	Ryan Stockman	\$2,441,565	\$550,000	22.53%	Mar-19	Sep-19
Harvard/Chase Streets Sewer Replacement Nashua, NH	Sewer line replacement	City of Nashua 9 Riverside Street Nashua, NH 03062 Kathleen Carragan-Toland		Rodney Stockman	Ryan Stockman/ David Herbert	\$1,282,942	\$107,035	8.34%	Nov-18	Oct-19
Harvard Street Water replacement Nashua, NH	Waterline replacement	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321	Rodney Stockman	Ryan Stockman	\$156,702	\$15,000	9.57%	Nov-18	Sep-19
Golden Brook Elementary School Windham, NH	Sitework for addition	MacMillin Company (DEW) 17 Elm Street Keene, NH 03431 Matt Miskoe (603)352-3070	Tighe & Bond 177 Corporate Drive Portsmouth, NH 03801	Rodney Stockman	Derek Sargent	\$4,919,363	\$610,000	12.30%	Jul-17	Aug-19
Lovell River Mouth Restoration Ossipee, NH	Dredging & shoreline reconstruction & stabilization	Ossipee Bluffs Association PO Box 481 Ossipee, NH 03814	Headwaters Hydrology, PLLC	Jimmy Locke	Richard Price	\$621,718	\$30,000	4.83%	Oct-16	Jul-19

Project Location	Project Description	Owner or General Contractor	Engineer	Project Manager	Field Superintendent	Amount of Contract	Amount Subcontracted	Percent Subcontracted	Start Date	Completion Date
Roberts Road Reconstruction Dover, NH	Road Reconstruction	City of Dover 288 Central Avenue Dover, NH 03820 Ann M. Legere		Rodney Stockman	Ryan Stockman	\$938,033	\$189,060	20.15%	Aug-18	Nov-18
Chase Street Water replacement Nashua, Nh	Waterline replacment	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321	Rodney Stockman	Ryan Stockman	\$156,702			Nov-18	May-19
Waterline & Sprinkler Improv. DPW#80959 Laconia, NH	Installation of new waterline	NH Dept. of Administrative Services Scott Carri (603) 271-7433	Underwood Engineers 99 N. State Street Concord, NH 03301 (603) 230-9898	Rodney Stockman	Dave Herbert	\$470,817	\$31,575	6.71%	Sep-18	Dec-18
Badger Island Crossing Kittery, ME	Pedestrian Safety Improvments	Maine DOT	Maine DOT	Rodney Stockman	Mike Kelley	\$119,690	\$52,685	44.02%	Jul-18	Oct-18
Franklin Street Area Infrastructure Improv. Rochester, NH	Road Reconstruction	City of Rochester 45 Old Dover Road Rochester, NH 03867	Brown & Caldwell Portsmouth, NH 03801 (603) 570-4869	Rodney Stockman	Ryan Stockman	\$6,506,137	\$1,667,165	25.62%	Aug-16	Nov-18
Shakespeare High Pressure System Expansion Nashua, NH	Waterline upgrades	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321	Rodney Stockman	Richard Price	\$192,890	\$16,360	8.48%	Sep-18	Nov-18
Merrimack County Courthouse Concord, NH	Sitework for new courthouse	Milestone Engineering & Construction PO Box 2279, Concord NH 03302	Nobis Engineering	Rodney Stockman	Scott Bennett	\$1,626,475	\$206,872	12.72%	Sep-17	Sep-18
Service Group I: Water Services/Meters Install Amherst, NH	Connect residences to water main	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321		Rodney Stockman	Mike Kelley	\$472,106	\$103,231	21.87%	Nov-17	Aug-18
Portsmouth 27898 Portsmouth, NH	Reconstruct at-grade railway-highway crossings, approaches & protective devices at 3 locations.	NH DOT	State of NH DOT	Rodney Stockman	Richard Price	\$318,573	\$66,618	20.91%	Apr-18	May-18
Litchfield Water Services Litchfield, NH	Connect residences to water main	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321		Rodney Stockman	Mike Kelley	4 contract totalling \$1,987,838	\$250,466	12.60%	Nov-16	Mar-17
Concord Hospital Utility Relocation Concord, NH	Relocation of utilities to enable construction of an addition	Harvey Construction 10 Harvey Road Bedford, NH 03110 Andrew Martino (603) 624-4600	Nobis Engineering 18 Chanell Drive Concord, NH	Sean McDonald	Dave Herbert	\$582,170	\$70,172	12.05%	Jul-17	Nov-17
UNH MUB Sidewalk/ Heating Line Repl. Durham, NH	New HW lines & UGE, sidewalks	Charters Brothers 27 Main Street Danville, NH 03819 Brad Charters (603) 244-0759	Tighe & Bond 177 Corporate Drive Portsmouth, NH 03801	Sean McDonald	Alfred Randall	\$504,334	\$101,100	20.05%	May-17	Nov-17

Project Location	Project Description	Owner or General Contractor	Engineer	Project Manager	Field Superintendent	Amount of Contract	Amount Subcontracted	Percent Subcontracted	Start Date	Completion Date
Concord High School Gas Conversion Concord, NH	Utility relocation new addition	Harvey Construction 10 Harvey Road Bedford, NH 03110 Andrew Martino (603) 624-4600	Reist Frost Shumway Eng. 71 Water Street Laconia, NH 03246 603-524-4647	Sean McDonald	David Herbert	\$342,166	\$43,485	12.71%	Jan-17	Aug-17
UNH PCAC Durham, NH	sitework for an addition	Charters Brothers 27 Main Street Danville, NH 03819 Ryan Charters (603) 244-0759	Harriman Associates	Sean McDonald	Alfred Randall	\$244,794	\$15,000	6.13%	Dec-16	Sep-17
Concord Hospital Al Lot Garage Concord, NH	Demolition of old parking garage & sitework for new garage	Harvey Construction 10 Harvey Road Bedford, NH 03110 (603) 624-4600	Lavallee Bresinger Architects 155 Dow Street Manchester, NH 03101 (603) 622-5450	Sean McDonald	Richard Price	\$1,163,596	\$200,000	17.19%	Sep-16	Jul-17
UNH Hamilton Smith Hall Durham, NH	sitework for academic building	Skanska USA Building, Inc. 253 Summer Street Boston, MA 02110 Mike Shunta 860-490-4899	Bryant Associates 90 Canal Street, Ste 301 Boston, MA 02114 (617) 248-0300	Sean McDonald	Ryan Stockman	\$2,561,752	\$465,000	18.15%	Oct-15	Sep-17
Spruce Lane Drainage Dover, NH	Drainage Improvements	City of Dover 288 Central Ave. Dover, NH 03820 (603) 516-6030		Rodney Stockman	Richard Price	\$312,113	\$23,125	7.41%	Mar-17	Jul-17
Great Hills Water Main Replacement Newmarket, NH	watermain replacement	Town of Newmarket 186 Main Street Newmarket, NH 03857 Steve Fournier	Underwood Engineers 99 North State Street Concord, NH 03301 (603) 230-9898	Sean McDonald	Richard Price	\$886,460	\$343,290	38.73%	Sep-15	Dec-16
UNH Hamel Rec Center Durham, NH	sitework for building addition	Shawmut Design & Construction 560 Harrison Ave Boston, MA 02118 Scott Harrington (617)622-7000	Oak Point Associates 85 Middle Street Portsmouth, NH 03801 (603) 431-1870	Jimmy Locke	Ryan Stockman	\$940,367	\$86,588	9.59%	May-15	Spring 2017
Manchester Rd Water Main Replacement Ahmerst, NH	watermain replacement	Pennichuck Water Works PO Box 1947 Merrimack, NH 03054 Pete Tedder: (603)913-2321		Rodney Stockman	David Herbert	\$314,082	\$50,000	14%	Sep-16	Dec-16
NHARNG Strafford Baffled Range Strafford, NH	sitework for outdoor firing range	Charters Brothers 27 Main Street Danville, NH 03819 Ed Rim (603) 382-0279		Sean McDonald	Scott Bennett	\$121,985	\$5,803	0%	Aug-16	Dec-16
Sunset Heights Elementary Nashua, NH	sitework for school expansion	Harvey Construction 10 Harvey Road Bedford, NH 03110	Harriman One Perimeter Road Manchester, NH 03103 (603) 626-1242	Rodney Stockman	Derek Sargent	\$1,381,196	\$201,645	14.60%	Jun-15	Sep-16
UNH West Stadium Durham, NH	sitework for football stadium improvements	PC Construction Co. 131 Presumscot Street Portland, ME 04103 (207) 874-2323	Tighe & Bond 177 Corporate Drive Portsmouth, NH 03801 (603) 433-8818	Sean McDonald	Derek Sargent/ Ryan Stockman	\$2,260,507	\$234,000	10.35%	May-15	Sep-16
UNH Field House Stair Replacment Durham, NH		University of NH		Sean McDonald	Ryan Stockman	\$178,325	\$28,725	16.11%	Jun-16	Aug-16

Project Location	Project Description	Owner or General Contractor	Engineer	Project Manager	Field Superintendent	Amount of Contract	Amount Subcontracted	Percent Subcontracted	Start Date	Completion Date
Bridges at Nashua Nashua, NH	sitework for elderly housing	Cranshaw Construction 2310 Washington Street Newton L.F., MA 03462 (617) 965-7300	JSA Architects 273 Corporate Drive Portsmouth, NH 03801 (603) 436-2551	Rodney Stockman	Tony Kiley	\$876,365	\$124,160	14.17%	Jun-15	Fall 2016
Glenridge & Elmwood Ave Goffstown, NH	Sewer replacement	Town of Goffstown 404 Elm Street Goffstown, NH 03045 Micheal Yergeau (603) 497-3617x240	Goffstown Sewer Dist. 404 Elm Street Goffstown, NH 03045 (603) 497-3617	Rodney Stockman	Richard Price	\$388,812	\$92,466	23.78%	Jun-15	Jul-16
Pedestrian Safety Improvements Bennington, NH	sidewalks, curbing, drainage upgrades, intersection improvements	Town of Bennington 7 School Street, Unit 101 Bennington, NH 03442 (603) 588-2189	Pay Spofford & Thorndike, LLC 288 South River Rd Bedford, NH 03110 (603) 669-2000	Rodney Stockman	Mike Kelly	\$544,905	\$182,031	33.41%	Mar-16	Jul-16
UNH Field House Parking Improvements Durham, NH	parking lot improvements	University of NH 6 Leavitt Lane Durham, NH 03824 (603) 862-3994		Sean McDonald	Derek Sargent/ Mike Kelley	\$472,553	\$89,834	19.01%	May-15	Sep-15
Downtown Streetscape Somersworth, NH	Sidewalk reconstruction, landscaping	City of Somersworth One Government Way Somersworth, NH 03878 Dave Shaples (603) 692-9517	VHB 2 Bedford Farms Dr., St 200 Bedford, NH 03110 Greg Bakas (603) 644-0888	Rodney Stockman	Mike Kelley	\$488,247	\$220,661	45.19%	Oct-14	Sep-15
NH Rte 13/Emerson Rd/ Armory Road Milford, NH	Road/Intersection reconstruction	Town of Milford 1 Union Square Milford, NH 03055 Bill Parker (603)249-0620	CLD Consulting Engineers 540 N Commercial St Manchester, NH 03101 Steve Reichert (603) 668-8223	Sean McDonald	Derek Sargent	\$474,735	\$233,548	49.20%	Apr-15	Jun-15
Orion Student Housing Durham, NH	Sitework for student housing project	Fulrum Associates 5 Tech Circle Amherst, NH 03031 Matt Manseau (603) 673-3200	Allen & Major Assoc., Inc. 250 Commercial St, st 1001 Manchester, NH 03101 (603) 627-5500	Sean McDonald	Dave Herbert	\$953,246	\$173,730	18.23%	Aug-14	Sep-15
Madbury Commons Durham, NH	Sitework for renovation/ addition to student housing	Pro Con, Inc. PO Box 4430 Manchester, NH 03108 Patrick Cahill (603) 623-8811	MJS Engineering, PC PO Box 359 Newmarket, NH 03857 (603) 659-4979	Sean McDonald	Ryan Stockman	\$1,763,935			Jun-14	Sep-15
Broad Street Parkway Nashua, NH	Water line replacement/ installation	Pennichuck Water PO Box 1947 Merrimack, NH 03054 John Boisvert (603) 882-5191	Pennichuck Water Po Box 1947 Merrimack, NH 03054 Pete Tedder (603) 882-5191	Rodney Stockman	Ryan Stockman	\$1,018,236	\$259,841	25.52%	Oct-13	Jun-15
Alteria/Element Hotel Lebanon, NH	Sitework for new hotel including: cut & fill, water, sewer, drainage, parking	MW Builders, Inc. 10955 Lowell, Suite 300 Overland Park, KS 66210-2388 Eric Berbermeyer (913) 827-2617	Engineering Ventures, PC 85 Mechanic St, suite B2-2 Lebanon, NH 03766 (603) 442-9333	Sean McDonald	Dave Herbert	\$3,592,034	\$611,080	17.01%	May-13	May-15
Four Hills Landfill Nashua, NH	Landfill retaining wall	City of Nashua 9 Riverside Street Nashua, NH 03062 Kerry Converse (603) 589-3420	20 Foundry Street Concord, NH 03301 Ryan Clay (603) 229-1900	Rodney Stockman	Richard Price	\$324,234	\$6,891	2.13%	Jul-14	May-15
First Crown Point Rd Bridge Strafford, NH	Bridge replacement	Town of Strafford 444 First Crown Point Road Strafford, NH 03884 Robert Durfee (Eng) (603) 524-1166 Daryl Luter (603) 673-3200	Dubois & King Inc. 831 Union Ave Lacenia, NH 03246 (603) 524-1166 (603) 627-2881	Rodney Stockman	Richard Price	\$460,217	\$57,598	12.52%	Sep-14	Jun-15

## NorthEast Earth Mechanics, Inc.

### Work In Progress

Project Location	Project Description	Owner or General Contractor	Engineer	Project Manager	Field Superintendent	Amount of Contract	Amount Subcontracted	Percent Subcontracted	Start Date	Completion Date	Percent Complete
UNH Spaulding Hall Expansion Work Durham, NH	Sitework for expansion of building	Skanska USA Building Inc. 101 Seaport Blvd, 2nd Floor Boston, MA 02210 Bethany King 617-851-3326	Tighe & Bond 177 Corporate Drive Portsmouth, NH 03801	Jason Babbidge	Derek Sargent	\$3,270,187	\$375,990	11.50%	Sep-19	Sep-21	90.0%
SNHRW- Pressure Reducing Valve Station Contract S2 Salem, NH	Construction of 2 pressure reducing valve stations	Town of Salem, NH 33 Geremonty Drive Salem, NH 03079	Weston & Sampson Engineers 100 International Dr., Ste 152 Portsmouth, NH 03801 603-431-3937	Jason Babbidge	David Herbert/ Joseph White	\$2,036,334	920152	45.19%	Nov-19	Apr-21	99%
Varney Brook Pump Station Dover, NH	Sitework for pump station	T. Buck Construction, Inc. 302B Auburn Road Turner, ME 04282 Rory Moulton 603-341-3541	Wright Pierce 230 Commerce Way, Ste 302 Portsmouth, NH 03801	Jason Babbidge	David Herbert	\$127,166	7700	6.06%	Apr-20	Jun-21	87%
Ossipee Lake Road Bridge Replacement Freedom, NH	Bridge Replacements	Town of Freedom, NH PO Box 227 Freedom, NH 03836	CMA Engineers 35 Bow Street Portsmouth, NH 03801	Rodney Stockman	Richard Price	\$1,292,182	190,000	14.70%	Jul-20	May-21	94%
Water Treatment Facility Madbury, NH	New Backwash Tank & Pumpstation	City of Portsmouth 1 Junkins Avenue Portsmouth, NH 03801	Hazen & Sawyer 24 Federal Street Boston, MA 02111	Jason Babbidge	Joseph White	\$2,675,054	\$1,000,000	37.38%	Jun-20	Jul-21	70%
Bellamy Recharge Facility Dover, NH	Water Facility Improvements	City of Dover 288 Central Ave. Dover, NH 03820	Underwood Engineers, Inc. 25 Vaughan Mall Portsmouth, NH 03801	Jason Babbidge	Joseph White	\$1,339,625	\$369,446	27.58%	Aug-20	Jul-21	78%
Center Strafford Water Upgrades & Site Improvements #B1126RB	Construct new well, storage tank, filtration system, and distribution network, paving, drainage, expanding parking lot	NH Dept. of Administrative Services		Rodney Stockman	Ryan Stockman	\$3,909,000	\$1,932,555	49.44%	Nov 2020	Nov-21	26%
Safe Routes to School Charlotte Ave Elementary School Nashua, NH	Sidewalk Improvements	City of Nashua 9 Riverside Street Nashua, NH 03062	Nashua Engineering Dept.	Rodney Stockman	Rick Segalini	\$288,812	\$82,904	28.71%	Sep-20	May-21	86%
Bedford X-A004(797) 42268 Bedford, NH	Rehab 90" structural plate pipe under NH 101 & Boyron Street	State of NH DOT PO Box 483 Concord, NH 03302 Paul Metcalf (603) 271-3734	State of NH DOT	Rodney Stockman	Derek Sargent	\$1,080,096	\$76,820	7.11%	Mar-21	Aug-21	10%
Stoddard X-A005(051) 42708 Stoddard, NH	Rehab twin 72"x44" metal arch pipes	State of NH DOT PO Box 483 Concord, NH 03302 Paul Metcalf (603) 271-3734	State of NH DOT	Rodney Stockman	Mike Kelly	\$559,018	\$178,712	31.97%	Mar-21	Sep-21	2%
Epping Rd, Winter St, Spring St, TAP Sidewalk Project Exeter, NH	Sidewalk Improvements	Town of Exeter 10 Front Street Exeter, NH 03833 Dave Sharples	Hoyle Tanner & Assoc. 150 Dow Street Manchester, NH 03101 Stephen Haas 603-669-5555	Rodney Stockman	Al Randall	\$545,751	\$202,880	37.17%	Mar-21	Jul-21	30%
Stark Avenue and Downtown Area Sewer Rehabilitation Dover, NH	Stark Avenue and Downtown Area Sewer Rehabilitation Phase A	City of Dover 288 Central Avenue Dover, NH 03820	Wright-Pierce 230 Commerce Way, Ste 302 Portsmouth, NH 03801 (603)430-3728	TBD	Richie Price	\$742,640	\$40,850	6%	TBD	Jul-21	0%



# EARTH

NORTHEAST EARTH MECHANICS, INC.

159 Barnstead Road

Pittsfield, NH 03263

(603) 435-7989 Fax: (603) 435-7950

[www.neearth.com](http://www.neearth.com)

## Heavy Equipment

E04	JD70 John Deere Mini Excavator, 15000 lbs
E05	312 Caterpillar Excavator, 30,000 lbs
E06	214BFT Cat Wheel Excavator, 30,000 lbs w/72" grading bucket
E07	330L Caterpillar Excavator, 75,000 lbs w/concrete muncher
E08	315L Caterpillar Excavator, 35,000 lbs
E09	345B Caterpillar Excavator, 100,000 lbs
E10	330L Caterpillar Excavator, 75,000 lbs
E11	302.5 Caterpillar Mini-excavator
E12	320 Caterpillar Excavator
E14	160LC John Deere Excavator
E15	345B3 Caterpillar Excavator, 100,000 lbs
E16	Volvo EC55 Excavator
E18	Volvo EC210B Excavator, 50,000lbs
E19	Volvo EC290B Excavator
E20	Volvo ECR58 Excavator
E21	Volvo EC330BLC Excavator
E22	304CR Caterpillar Excavator
E24	305DCR Caterpillar Excavator 11,000 lbs
E25	Volvo EW180B Excavator 45,000 lbs
E26	336EL Caterpillar Excavator 86,000 lbs
E27 & E28	Volvo ECR88D
E29 & E30	305.52CR Caterpillar Excavator 12,000 lbs
E31	315F Caterpillar Excavator 38,000 lbs
E32	323F Caterpillar Excavator 51,000 lbs
E33	325F Caterpillar Excavator 57,000 lbs
E34	325F Caterpillar Excavator 57,000 lbs
E35	315F Caterpillar Excavator 38,000 lbs
E36	335F Caterpillar Excavator 84,000 lbs
E37	335F Caterpillar Excavator 84,000 lbs
E38	Volvo EW60E Excavator
E39	Volvo EW60E Excavator
L02	WA380-1 Komatsu Loader
L05	IT18F Caterpillar Loader/Tool Carrier w/10' Reversible snow plow
L10	CAT226 Skid Steer
L11	Volvo L70C Loader/Tool Carrier
L15	CAT277 Tracksteer
L16	Volvo L20B loader
L17	Volvo L70E loader
L20	CAT 966H Loader
L21	Komatsu WA320-8 Loader
L22	Komatsu WA320-8 Loader
L23	Komatsu WA320-8 Loader

**Heavy Equipment**

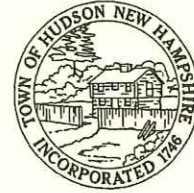
L24	Komatsu WA320-8 Loader
L25	Komatsu WA470-8 Loader
L26	Komatsu WA95-3H Loader
L27	Komatsu WA320-8 Loader
L28	Komatsu WA320-8 Loader
D01	D5C III HST Caterpillar Dozer, 18,000 lbs
D07	D6RXL Caterpillar Dozer, 40,000 lbs
D08	D5C Caterpillar Dozer
D09	D3CIII XL Caterpillar Dozer
D10	D3CHST Caterpillar Dozer
D11	D8H Caterpillar Dozer
D12	JD650H LGP Dozer
D14	D6K Caterpillar Dozer
D15	D5K2 Caterpillar Dozer
G02	Caterpillar 120G Grader
R02	BW142 D-2 Bomag Vibratory Roll
R04	CS553 Caterpillar Vibratory Roll
R05	CS433C Caterpillar Vibratory Roll
R06	CS563D Caterpillar Vibratory Roll
R08	CS423E Caterpillar Vibratory Roll
R09	Bomag BW177AD-5 Vibratory Roll
S07	Reed 90 Screen-all Finlay Hydra Screen Triple Deck 50' Radial Stacker
S19	Erin Trident 125 Screening Plant 57,500 lbs
S33	Doppstadt SM514 Screener
S40	McCloskey S190 Track Screen
S48	Terex-Finlay 684 Track Screen
S49	MultiQuip WTE5C Water Trailer (500gal)
ST03	Finlay TC-65 Track Conveyor
CR04	Metso LT106 Jaw Crusher
CR05	Finlay C1540P Cone Crusher
DD01	Ditch Witch JT25 Directional Drill
VS01	Ditch Witch FX6S Vacuum System
A01	A25 Volvo 6x6 Articulated Dump Truck
A02	A25 Volvo 6x6 Articulated Dump Truck
A03	D22 Caterpillar 4x4 Articulated Dump Truck
A04	A30CV Volvo Articulated Dump Truck
A05	300D John Deere 6x6 Articulated Dump Truck Mack Ten Wheel Dump Trucks Mack Tri-Axle Dump Trucks CAT Tri-Axle Dump Trucks Western Star Tr-Axle Dump Trucks Mack Tractors w/Dump Trailers Mack Tractors w/Low Bed Trailers Kenworth Tractor w/Low Bed Trailer
T24/T27	International Dump trucks (6 wheel)
T02	Mack Ten Wheel Truck w/sander
T04	Mack Water Truck 3000 Gallon
C02	185 I/R Air Compressor
DW01	8" Rotary Wellpoint Dewatering System

**Heavy Equipment**

DW02	Dri-Prime CD150M 6" pump
BM01	Richmond Boring Machine
HH01-HH05	Hydraulic Hammers
LT01/LT02	Light Towers
LT03/LT04	Solar Light Towers
ML01	Genie Articulating Boom Lift
GEN06	Powerpro 25 Generator
TS01,TS02	Solar powered portable Traffic signals
TS03,TS04	Solar powered portable Traffic signals
GH01	Ground Heater
GH02	HK300 Ground Heater



TOWN OF HUDSON  
Finance Department



8E

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

RECEIVED

JUN - 1 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

To: Steve Malizia, Town Administrator  
Board of Selectmen

From: Lisa Labrie, Finance Director *LL*

Date: May 29, 2021

Subject: Contract Award for Marsh Road Pump Station Design

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

**Recommendation:**

I agree with the recommendation of Elvis Dhima, Town Engineer to waive the bid process and award the contract for the Marsh Road Pump Station Design to WhiteWater, Inc. & Weston Sampson, Inc.

**Budget Information:**

This work was FY22 budgeted in Water Operations in the Large Operating Equipment account (5592-401). The budget amount is \$100,000 for this proposed work.

**Information:**

This underground facility is over 36 years old and is showing signs of deterioration.

**First Motion:**

To waive the bid process and sole source this work to WhiteWater, Inc. and Weston and Sampson, Inc. WhiteWater is our current water operation company and Weston & Sampson has successfully performed similar services on the Windham Booster Station, Weinstein & Dame wells and Taylor Fall's transmission repairs.

Their quote is less than the budgeted amount planned for this project.

**Second Motion:**

To approve the contract for design services for the Marsh Road Booster Station to WhiteWater, Inc. and Weston & Sampson, Inc. for the amount of, not to exceed, \$82,500. To be paid for using the FY22 budget in Account # 5592-401 as recommended by the Town Engineer and the Finance Director. The Town will not accept services or make payment prior to July 1, 2021.

cc: Elvis Dhima, Town Engineer



# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: May 24, 2021

RE: Contract Award for Marsh Road Pumps Station Design

Town of Hudson currently operates only one entirely underground booster station. This booster station facility, which serves Hudson, Litchfield and Londonderry has a dual function. The primary function is to booster water for the Marsh Road distribution network and the second function is to regulate the water level on Marsh Road tank, through an altitude valve located at this facility.

This facility is over 36 years old, underground and made of welded steel which is showing signs of deterioration. We budgeted \$100,000 for this project, in fiscal year 2022, to start with the design phase. Due to the complexity and multiple disciplines involved, we requested our operator to provide a quote related to the services required such as, engineering, programing, surveying and field verification.

They have provided us with a quote of the amount of 82,500 dollars for the design of a new facility adjacent to the existing one.

The Town Engineer recommendation to the BOS is to approve the contract for design services from our water system operator Whitewater.

### **First Motion**

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

- 1. They are currently Hudson water operators.**
- 2. They have performed similar services on Windham Booster Station, Weinstein & Dame well rehab projects and Taylor Falls transmission repairs.**
- 3. Their quote is less than the budget amount.**

**Second Motion:**

**To approve the contract for design services for Marsh Road booster station to WhiteWater, Inc. and Weston & Sampson Inc, for the amount of, not to exceed \$82,500, using Account #: 5592-401.**



May 20, 2021

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

**Re: Marsh Rd Pump Station Modification**

Dear Elvis,

WhiteWater, Inc. ("WhiteWater") is pleased to provide the Town of Hudson with this proposal for professional services associated with modifications to the Marsh Road pump station. Together with our partners Weston & Sampson Engineers for design services, SFC Engineering for site survey and certified plot plan, and Accurate Instrument Services, LLC for SCADA design and support services, WhiteWater will lead, manage, and provide field support to design the pump station and tank vault modification, replacing the pump station complete. The fee associated with these services is eighty-two thousand five hundred dollars (\$82,500). Pricing is valid for thirty (30) days from the date of this proposal.

The breakdown of the fee is as follow:

Copies of SFC Engineering and Weston & Sampson proposals are attached for your reference.

Accurate Instrument	SCADA Design and Support (allowance)	\$ 3,500
SFC Engineering	Site Survey and Certified Plot Plan	\$ 3,800
Weston & Sampson	Pump Station and Tank Vault Modification Design	\$ 66,300
WhiteWater	Project Management, Oversight and Field Support	\$ 8,900
	<b>Total</b>	<u>\$ 82,500</u>

We thank you for the opportunity to be of additional service to the Hudson. If this proposal is acceptable to you, please provide a purchase order and notice to proceed. In the meantime, should you have any questions regarding our proposal or would like to discuss our services further, please do not hesitate to contact me at (508) 864-3902.

Sincerely,

Stephen B. Donovan  
General Manager



May 3, 2021

Stephen B. Donovan  
WhiteWater, Inc.  
253 B Worcester Road  
Charlton, MA 01507  
SDonovan@Rhwhite.com

**RE: Proposal for Existing Conditions Survey & Certified Plot Plan  
Town of Hudson Marsh Road Booster Station**

Mr. Stephen B. Donovan,

SFC Engineering Partnership, Inc. (SFC) is pleased to provide WhiteWater, Inc. with this proposal for civil engineering consulting services to provide field survey and an existing condition plan for the Marsh Road Booster Station that is part of the Town of Hudson water system.

#### PROJECT UNDERSTANDING

SFC understands that you require a certified plot plan showing topography and existing features within the project area for the Marsh Road Booster Station project. We understand that your work will include design of a new booster station beside the existing facility.

#### PROPOSED SCOPE OF WORK

SFC perform the following work:

1. Field survey of the Project Area identified on the 1987 easement plan for the water system (Attachment 1).
2. Survey will include 2' contour topography, existing features, and utilities within the Project Area.
3. Utilities will be flagged/located by others prior to survey by SFC.
4. The booster tank footprint will be approximated based on interior dimensions and location of the tank access.
5. Survey will include setting two temporary benchmarks within 100' of the proposed work.
6. The property boundary and easement boundary closest to the Project Area will be identified based on monumentation found in the field.
7. SFC will prepare a certified plot plan of the above information that will be stamped by a NH licensed civil engineer. Additional information to define the entire water system easement area will be per record plans and aerial imagery. This plan will not be a boundary plan by a NH licensed land surveyor.

#### SCHEDULE

We can proceed with the work upon receipt of your written notice to proceed and applicable retainer. The work is expected to be completed within three weeks of receipt of notice to proceed.



## EXCLUSIONS

Engineering services include only the work outlined in the scope above. Meetings or site visits, beyond that outlined above are not included in the fee. If additional meetings or site visits are required or requested, additional costs will be incurred and charged as a reimbursable expense in accordance with the attached terms and conditions.

We assume that boundary monuments shown on record plans still exist. If not, additional fee and services by a NH Licensed Land Surveyor (LLS) may be required.

Our work requires underground utilities to be located and flagged by others.

Access into the existing booster tank to be provided by others.

We assume wetland delineation by a licensed wetland scientist will not be required.

This proposal has been developed with the recognition that the COVID-19 pandemic creates uncertainty. Project schedule and other contract elements is based on information known at this time and may need to be adjusted.

## FEES

SFC will perform the above scope of services for a lump sum of **\$ 3,800**. Any action subsequent to the project scope will be under separate agreement.

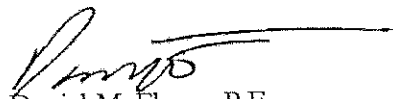
## TERMS AND CONDITIONS

The above Scope of Services will be completed in accordance with SFC's standard Terms and Conditions. A copy of the Terms and Conditions is attached to this proposal and is part of the proposed contract.

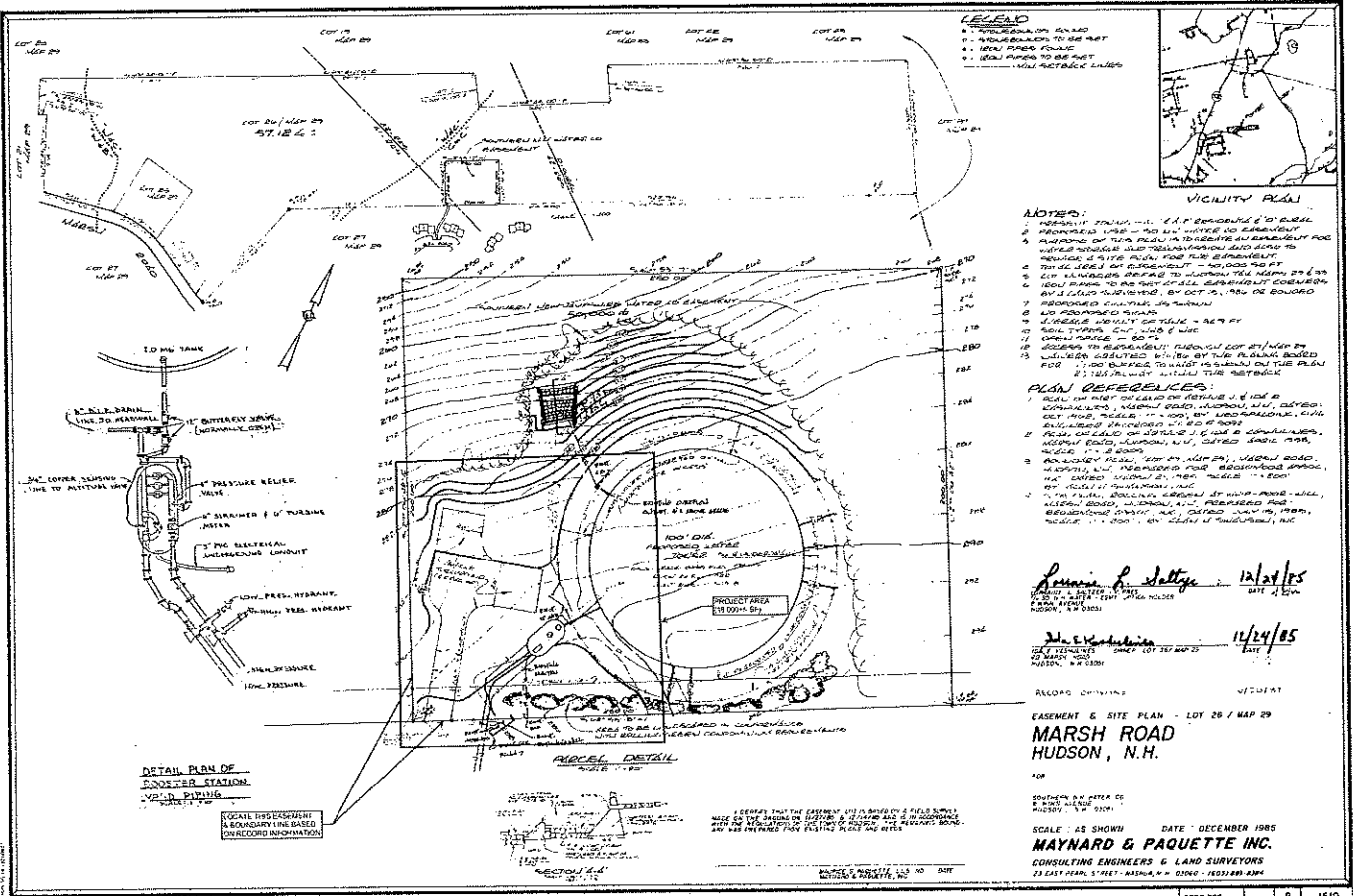
If this proposal is acceptable, please sign the work authorization on the following page and return this proposal to SFC with a **\$1,500** retainer. The retainer will be applied to the final invoice in accordance with the attached Terms and Conditions.

Sincerely,

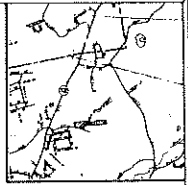
**SFC ENGINEERING PARTNERSHIP, INC.**



Daniel M. Flores, P.E.  
Project Manager



- LEGEND**
- 1. PROPOSED OR EXISTING
  - 2. UNDEVELOPED TO BE MET
  - 3. 100' PAVED ROAD
  - 4. 100' PAVED TO BE MET
  - 5. 100' PAVED TO BE MET
  - 6. 100' PAVED TO BE MET



- NOTES:**
1. EXISTING 100' PAVED ROAD TO BE MET
  2. PROPOSED 100' PAVED ROAD TO BE MET
  3. 100' PAVED ROAD TO BE MET
  4. 100' PAVED ROAD TO BE MET
  5. 100' PAVED ROAD TO BE MET
  6. 100' PAVED ROAD TO BE MET
  7. 100' PAVED ROAD TO BE MET
  8. 100' PAVED ROAD TO BE MET
  9. 100' PAVED ROAD TO BE MET
  10. 100' PAVED ROAD TO BE MET
  11. 100' PAVED ROAD TO BE MET
  12. 100' PAVED ROAD TO BE MET
  13. 100' PAVED ROAD TO BE MET
  14. 100' PAVED ROAD TO BE MET
  15. 100' PAVED ROAD TO BE MET
  16. 100' PAVED ROAD TO BE MET
  17. 100' PAVED ROAD TO BE MET
  18. 100' PAVED ROAD TO BE MET
  19. 100' PAVED ROAD TO BE MET
  20. 100' PAVED ROAD TO BE MET
  21. 100' PAVED ROAD TO BE MET
  22. 100' PAVED ROAD TO BE MET
  23. 100' PAVED ROAD TO BE MET
  24. 100' PAVED ROAD TO BE MET
  25. 100' PAVED ROAD TO BE MET
  26. 100' PAVED ROAD TO BE MET
  27. 100' PAVED ROAD TO BE MET
  28. 100' PAVED ROAD TO BE MET
  29. 100' PAVED ROAD TO BE MET
  30. 100' PAVED ROAD TO BE MET
  31. 100' PAVED ROAD TO BE MET
  32. 100' PAVED ROAD TO BE MET
  33. 100' PAVED ROAD TO BE MET
  34. 100' PAVED ROAD TO BE MET
  35. 100' PAVED ROAD TO BE MET
  36. 100' PAVED ROAD TO BE MET
  37. 100' PAVED ROAD TO BE MET
  38. 100' PAVED ROAD TO BE MET
  39. 100' PAVED ROAD TO BE MET
  40. 100' PAVED ROAD TO BE MET
  41. 100' PAVED ROAD TO BE MET
  42. 100' PAVED ROAD TO BE MET
  43. 100' PAVED ROAD TO BE MET
  44. 100' PAVED ROAD TO BE MET
  45. 100' PAVED ROAD TO BE MET
  46. 100' PAVED ROAD TO BE MET
  47. 100' PAVED ROAD TO BE MET
  48. 100' PAVED ROAD TO BE MET
  49. 100' PAVED ROAD TO BE MET
  50. 100' PAVED ROAD TO BE MET

- PLAN REFERENCES:**
1. MARSH ROAD, HUDSON, N.H. 12/24/05
  2. MARSH ROAD, HUDSON, N.H. 12/24/05
  3. MARSH ROAD, HUDSON, N.H. 12/24/05
  4. MARSH ROAD, HUDSON, N.H. 12/24/05
  5. MARSH ROAD, HUDSON, N.H. 12/24/05
  6. MARSH ROAD, HUDSON, N.H. 12/24/05
  7. MARSH ROAD, HUDSON, N.H. 12/24/05
  8. MARSH ROAD, HUDSON, N.H. 12/24/05
  9. MARSH ROAD, HUDSON, N.H. 12/24/05
  10. MARSH ROAD, HUDSON, N.H. 12/24/05
  11. MARSH ROAD, HUDSON, N.H. 12/24/05
  12. MARSH ROAD, HUDSON, N.H. 12/24/05
  13. MARSH ROAD, HUDSON, N.H. 12/24/05
  14. MARSH ROAD, HUDSON, N.H. 12/24/05
  15. MARSH ROAD, HUDSON, N.H. 12/24/05
  16. MARSH ROAD, HUDSON, N.H. 12/24/05
  17. MARSH ROAD, HUDSON, N.H. 12/24/05
  18. MARSH ROAD, HUDSON, N.H. 12/24/05
  19. MARSH ROAD, HUDSON, N.H. 12/24/05
  20. MARSH ROAD, HUDSON, N.H. 12/24/05
  21. MARSH ROAD, HUDSON, N.H. 12/24/05
  22. MARSH ROAD, HUDSON, N.H. 12/24/05
  23. MARSH ROAD, HUDSON, N.H. 12/24/05
  24. MARSH ROAD, HUDSON, N.H. 12/24/05
  25. MARSH ROAD, HUDSON, N.H. 12/24/05
  26. MARSH ROAD, HUDSON, N.H. 12/24/05
  27. MARSH ROAD, HUDSON, N.H. 12/24/05
  28. MARSH ROAD, HUDSON, N.H. 12/24/05
  29. MARSH ROAD, HUDSON, N.H. 12/24/05
  30. MARSH ROAD, HUDSON, N.H. 12/24/05
  31. MARSH ROAD, HUDSON, N.H. 12/24/05
  32. MARSH ROAD, HUDSON, N.H. 12/24/05
  33. MARSH ROAD, HUDSON, N.H. 12/24/05
  34. MARSH ROAD, HUDSON, N.H. 12/24/05
  35. MARSH ROAD, HUDSON, N.H. 12/24/05
  36. MARSH ROAD, HUDSON, N.H. 12/24/05
  37. MARSH ROAD, HUDSON, N.H. 12/24/05
  38. MARSH ROAD, HUDSON, N.H. 12/24/05
  39. MARSH ROAD, HUDSON, N.H. 12/24/05
  40. MARSH ROAD, HUDSON, N.H. 12/24/05
  41. MARSH ROAD, HUDSON, N.H. 12/24/05
  42. MARSH ROAD, HUDSON, N.H. 12/24/05
  43. MARSH ROAD, HUDSON, N.H. 12/24/05
  44. MARSH ROAD, HUDSON, N.H. 12/24/05
  45. MARSH ROAD, HUDSON, N.H. 12/24/05
  46. MARSH ROAD, HUDSON, N.H. 12/24/05
  47. MARSH ROAD, HUDSON, N.H. 12/24/05
  48. MARSH ROAD, HUDSON, N.H. 12/24/05
  49. MARSH ROAD, HUDSON, N.H. 12/24/05
  50. MARSH ROAD, HUDSON, N.H. 12/24/05

*James P. Lettge* 12/24/05  
 DATE  
 12/24/05

*John E. Paquette* 12/24/05  
 DATE  
 12/24/05

RECORD CONTAINS: 12/24/05

**EASEMENT & SITE PLAN - LOT 26 / MAP 29  
 MARSH ROAD  
 HUDSON, N.H.**

SCALE: AS SHOWN DATE: DECEMBER 1985  
**MAYNARD & PAQUETTE INC.**  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 23 EAST DEAR, 5' FEET - HUDSON, N.H. 03051 - (603) 889-8304

**DETAIL PLAN OF  
 BOOSTER STATION  
 AND PUMPING**



NOTES: THE EASEMENT IS IN ACCORDANCE WITH THE RECORDS OF THE TOWN OF HUDSON, N.H. AND IS SUBJECT TO THE RECORDS OF THE TOWN OF HUDSON, N.H. AND IS SUBJECT TO THE RECORDS OF THE TOWN OF HUDSON, N.H.

May 7, 2021

Mr. Stephen B. Donovan  
WhiteWater, Inc.  
General Manager  
253 B Worcester Road  
Charlton, MA 01507

Re: **Marsh Road Pump Station Design  
Proposal for Engineering Services**

Dear Elvis:

Following our previous discussions, Weston & Sampson Engineers, Inc. proposes to provide design services to the Town of Hudson (the town) in accordance with your request for modifications to the Marsh Road booster pump station. The existing Marsh Road pump station is located adjacent to the Marsh water storage tank and is contained within a below ground vault which serves the dual function of the water storage tank valve vault as well as a pump station service a high pressure service area. The town desires to replace the pump station complete, while also bringing critical station components above ground level. The town also wishes to replace the tank vault features complete. The pump station design is expected to include a new below grade tank vault with new pump station over the vault, located adjacent to the existing steel can pump station at the tank site. The design will also include considerations for sequencing the work to keep the existing station online and in service during construction. The proposed scope of services for the design of this pump station and tank vault modification is as follows:

### ***Scope of Services***

1. Design pump station improvements in accordance with appropriate AWWA standards, DES standards, town standards, and equipment manufacturer's recommendations including:
  - a. Two new domestic service booster pumps and motors, and one new larger pump and motor for providing for fire flow
  - b. Piping to accommodate the new pump layout
  - c. New variable frequency drives to run the proposed pumps
  - d. New motor control center and SCADA controls for the pump station. SCADA will be designed to maintain a constant-pressure output from the booster station and will develop a lead-lag scenario to control the multiple pumps
  - e. New electrical design to incorporate the new pump station layout and proposed equipment. It is assumed that the existing electrical service is adequately sized for the proposed equipment and does not need to be upgraded
  - f. Development of a phased sequencing plan to keep the pump station in service during construction
  - g. New tank valve vault to include altitude valve and bypass piping. New SCADA for tank water level and vault flood to be coordinated with pump station instrumentation controls.
  - h. Design of a new vault and building structure to be constructed adjacent to the existing Marsh Road pump station

- i. Conduct one day of geotechnical borings and provide field staff to oversee the effort. Boring will be used for foundation design for the proposed valve vault and building to be located on the vault.
2. Prepare draft contract documents incorporating the above design elements. Basis of design effort is for the project to be constructed in a design/build effort with Whitewater and will not be prepared for a public bidding process. Limited specs will be provided with specific products identified only on the plan set.
3. Coordinate with equipment vendors regarding the proposed equipment and layout. Provide a preliminary cost estimate for the work.
4. Provide an in-house technical review of the project design.
5. Meet with Whitewater to discuss proposed design and long-term operation of the pump station.
6. Prepare for and attend three meetings (virtual or in person) with the town to discuss design progress and receive comments.
7. Incorporate review comments received from the town and/or Whitewater regarding the design of the pump station into the final contract documents.

#### ***Assumptions***

1. The project will be constructed via design/build methodology and will not be publicly bid.
2. Existing electrical service is capable of supporting the proposed equipment loads.
3. The proposed building will be a prefabricated structure or a stick-built structure with limited architectural/aesthetic features.
4. No fee has been carried to compensate Accurate Instrument Services during the design process.

If any of these assumptions require modification during design, additional compensation may be warranted.

#### ***Compensation & Schedule***

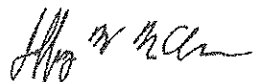
For services performed under this agreement we propose the lump sum fee of \$66,300. Weston & Sampson is available to begin work immediately and can complete the design phase of the project within 14 weeks from a notice to proceed.

Weston & Sampson's services will be provided as described herein and in accordance with the attached Weston & Sampson General Terms and Conditions dated May 26, 2020 which are a part of our agreement with you. If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this proposal to us as authorization to proceed with performance of the services, and please initial and date the enclosed Terms and Conditions.

We are pleased to submit this offering and look forward to working with you on this project. If you have any questions on this matter, please contact me.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.



Jeffrey W. McClure, P.E.  
Senior Associate

ACCEPTED FOR:  
WHITEWATER, INC.:

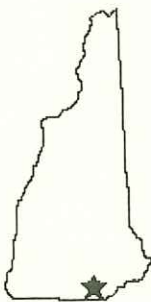
By \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

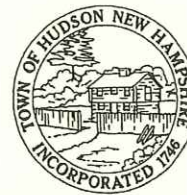
\\wse03.local\WSE\Projects\NH\Hudson, NH\Proposals\Marsh Road PS DB\Hudson - Marsh Road PS Engineering Proposal (WW).docx

Agenda  
6-8-21



# TOWN OF HUDSON

## Finance Department



8F

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

RECEIVED

JUN - 1 2021

TOWN OF HUDSON  
SELECTMEN'S OFFICE

**To:** Steve Malizia, Town Administrator  
Board of Selectmen

**From:** Lisa Labrie, Finance Director *LL*

**Date:** May 29, 2021

**Subject:** Contract Award for Infiltration & Inflow, Sub System 4 & 9

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

**Recommendation:**

I agree with Elvis Dhima, Town Engineer, to waive the formal bid process in this instance and to award the contract to Fuss & O'Neill who won the last Infiltration and Inflow bid in 2020. They have also performed this service for the Town since 2016 and have current work, of this nature, in process.

**Funding:**

On January 12, 2021, the Board of Selectmen accepted a \$30,000 donation related to the ongoing Infiltration and Inflow program. Our intent is to use this money for the two subsystems mentioned above. Fuss & O'Neill have provided the attached quote for this work.

**Information:**

The Town of Hudson conducted a full Infiltration and Inflow study of the entire system in 2016, which identified subsystems in need of further evaluation. The Industrial Park subsystem is the current focus of investigation.

**First Motion:** To waive the bid process and sole source this work to Fuss & O'Neill, Inc. They won the last bid for this work in 2020 and have been doing this work for the Town since 2016.

**Second Motion:** To approve the contract for inspectional services for Subsystem 4 & 9 to Fuss & O'Neil, Inc. for the amount of, not to exceed \$29,431, using Account #5564-625.

The Town will not accept services or make payment prior to July 1, 2022 for this work.

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



# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: May 24, 2021

RE: Contract Award for Infiltration & Inflow, Sub System 4 & 9

The Town of Hudson conducted a full Infiltration and Inflow study of the entire system in 2016, which identified subsystems in need of further evaluation. We are currently in the process of investigating the Industrial Park subsystem.

On January 12, 2021 Board of Selectmen accepted \$30,000 related to the ongoing Infiltration and Inflow program. Town of Hudson hired Fuss & O'Neill through a bid process in August of 2020.

We intent to use the donated money for additional infiltration and inflow investigation and Fuss & O'Neill has provided us with a quote for two additional subsystems.

The Town Engineer and Public Works Director's recommendation to the BOS is to approve the contract for inspectional services from Fuss & O'Neill.

### First Motion

To waive the bid process and sole source this work to Fuss & O'Neill, Inc. for the following reasons:

1. They won the last Infiltration and Inflow bid in 2020.
2. They have performed the Town's Infiltration & Inflow program in 2016.

### Second Motion:

To approve the contract for inspectional services for Subsystem 4 & 9 to Fuss & O'Neill, Inc. for the amount of, not to exceed \$29,431, using Account #: 5564-625.



# FUSS & O'NEILL

May 19, 2021

Mr. Elvis Dhima, PE  
Town Engineer

Mr. James Lavacchia  
Public Works Supervisor

Town Hall  
12 School Street  
Hudson, NH 03051

RE: Town of Hudson  
Hudson Infiltration/Inflow Study – Subsystems 4 & 9  
Fuss & O'Neill Reference No. 20200006.A30

Dear Mr. Dhima and Mr. Lavacchia,

Fuss & O'Neill, Inc. is pleased to present this proposal to the Town of Hudson for additional work in support of identifying likely sources of inflow and/or infiltration (I/I) into the public sewer system. This project will focus on Subsystems 4 and 9, situated in the northwest corner of Town.

## Approach

The intent of this project will be to investigate current sewers and sewer manholes for evidence of allowing I/I into the system. Also included will be a limited scope of smoke and dye field testing to identify cross-discharge locations with stormdrains, potential catch basins and floor drains that may be connected to the sewer system. We propose to retain Flow Assessment Services, LLC to perform the smoke and dye testing.

A kickoff meeting will be held with the Town to identify past investigative work efforts, available resources, and identify candidate sewer segments and related features in these two subsystems for evaluation. Fuss & O'Neill will develop a plan of target elements for the Town's review. It would be helpful to obtain portions of the infrastructure model that shows existing sewer and drainage elements, so as to update the AutoCad file provided in 2015. Fuss & O'Neill will coordinate with the Town for current sewer mapping through your GIS system at the start of the project.

Evaluation of the late 2020 and 2021 Flow data from the Federal Pump Station and WEB-6 flowmeter (if still intact and operating) will be uploaded onto a spreadsheet and contrasted with available rainfall data to note relative delays.

The Gateway Building  
50 Commercial Street  
Manchester, NH  
03101  
1 603.668.8223  
800.286.2469

[www.fandco.com](http://www.fandco.com)

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont





Messrs. Dhima and Lavacchia  
May 19, 2021  
Page 3 of 3

Should the Town and Fuss & O'Neill collaborate and decide that additional or different scope elements are required for the evaluation of I/I in these areas, or during in depth evaluation of potential I/I, it is determined that another method of study is recommended, the budget can be adjusted by amendment to account for these revisions.

We appreciate the opportunity to present this proposal and look forward to any questions you may have.

Sincerely,

Reviewed by:

Steven W. Reichert, PE  
Project Manager

JoAnn L. Fryer, PE  
Senior Vice President | Regional Manager

DAL:SWR:mjt

---

### Authorization to Proceed

I hereby authorize Fuss & O'Neill to proceed with the above-referenced scope of work as an amendment to the contract dated September 14, 2020, and in accordance with those General Terms and Conditions.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# TOWN OF HUDSON

## Zoning Board of Adjustment



Gary M. Daddario, Chairman      Kara Roy, Selectmen Liaison

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

### ABUTTER NOTIFICATION

You are hereby notified of a hearing that will be presented before the Zoning Board of Adjustment for review and/or action on **Thursday, 05/27/21** starting at **7:00 P.M** at the **Hudson Community Center located at 12 Lions Ave.** or to participate remotely, see instructions below.

**Case 111-017 (05-27-21)(continued from 04-22-21):** Elvis Dhima, Town Engineer and authorized representative, Town of Hudson, 12 School St., requests a Variance for 151 Robinson Rd., Hudson, NH to allow a front yard setback of 30 feet where 50 feet is required. [Map 111, Lot 017-000; Zoned General-One (G-1); HZO Article VII, Dimensional Requirements, §334-27, Table of Minimum Dimensional Requirements].

#### **Instructions to participate by phone-in access using GoTo Meeting:**

Pre-Registration Time: 6:45-6:55 PM

Meeting Start Time: 7:00 PM

- 1) Dial in using your phone to join the meeting: +1 (646) 749-3122
- 2) Enter Access Code: 910-276-645
- 3) Once logged into the meeting, provide your full name, address and the case you wish to comment on.  
\*\*\*Please remember to mute yourself while you wait\*\*\*
- 4) Watch the meeting live on Hudson Community Television (HCTV), Comcast Channel 22 or 20. View online to: <http://hudsonctv.com/CablecastPublicSite/watch/2?channel=3>  
(or if unavailable, scroll down to browse the Public channel 20).

*\*\*\*Note- You will be placed on mute until the meeting is open for public comments. If you experience difficulties accessing the electronic meeting please call (603) 594-1155.*

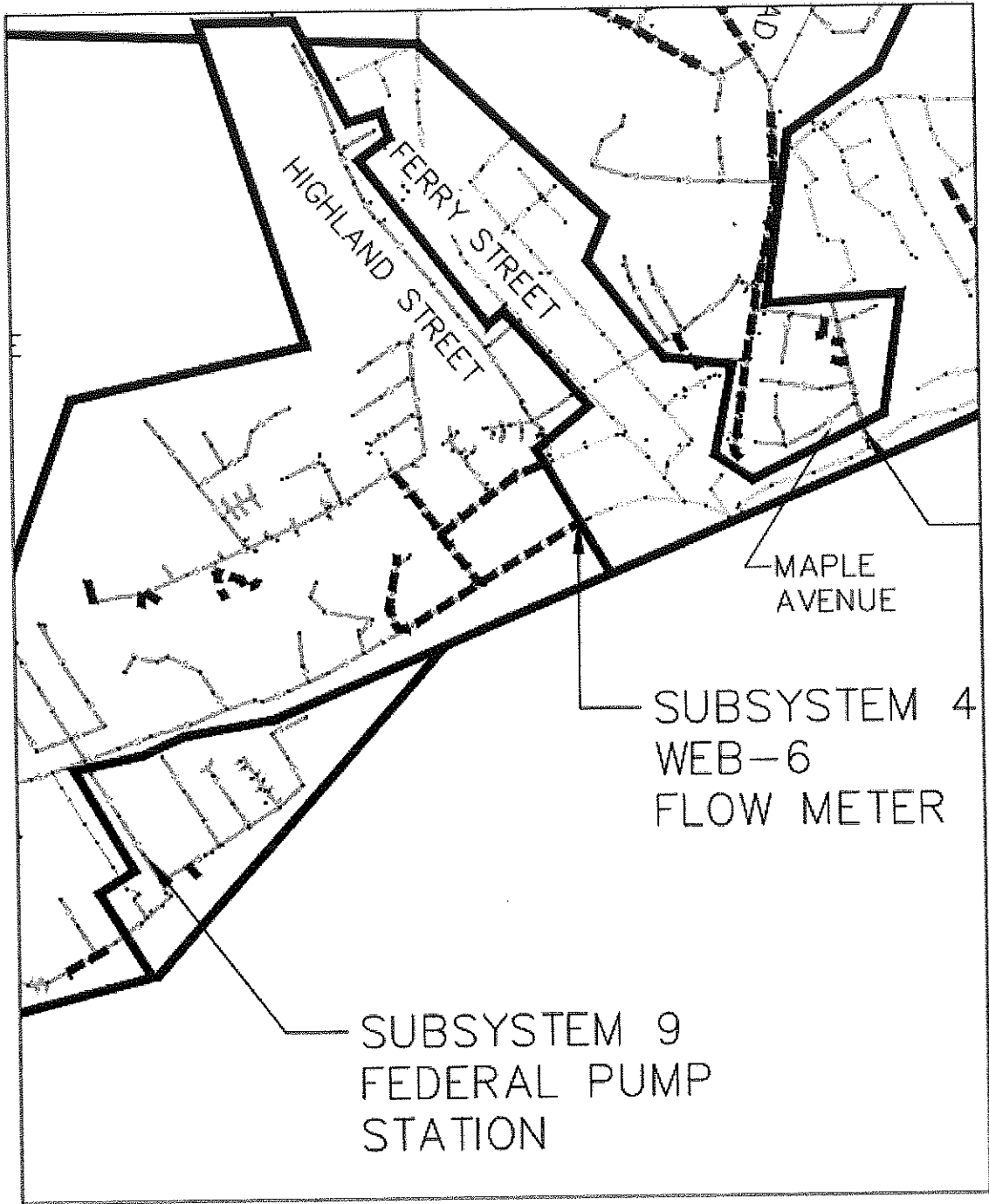
Please be advised, this Notice is for your information only. Your attendance is not required. However, you may participate in this meeting to provide information or comments on the proposal. Visit the Town of Hudson website for the Public Hearing Process Instructions. A full copy of this Application is available for your review by clicking "View Agendas, Minutes, Packets & Videos" on the Town of Hudson website:  
<https://www.hudsonnh.gov/bc-zba>.

Respectfully,

Bruce Buttrick, Zoning Administrator

**Figure 3-19:  
Infiltration in GPD per Inch-Diameter-Mile by Subsystem**

	Estimated Feet of Sewer	8" Diameter	10" Diameter	12" Diameter	15" Diameter	18" Diameter	Calculated Average Diameter (Inches)	Infiltration Gallons per Inch Diameter Mile per Day
Subsystem 1	77,000	85%	0%	0%	15%	0%	9.05	632
Subsystem 2	55,000	80%	0%	10%	10%	0%	9.1	1,076
Subsystem 3	30,500	100%	0%	0%	0%	0%	8	104
Subsystem 4	83,500	90%	10%	0%	0%	0%	8.2	677
Subsystem 5	54,500	85%	10%	5%	0%	0%	8.4	1,325
Subsystem 6	33,000	85%	0%	0%	0%	15%	9.5	644
Subsystem 7	66,500	90%	0%	0%	10%	0%	8.7	923
Subsystem 8	18,000	100%	0%	0%	0%	0%	8	1,603
Subsystem 9	4,500	100%	0%	0%	0%	0%	8	1,761
Subsystem 10	20,000	80%	10%	0%	10%	0%	8.9	796





# TOWN OF HUDSON

## Engineering Department

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

Agenda  
**RECEIVED** 6-8-21

**JUN 04 2021**

TOWN OF HUDSON  
SELECTMEN'S OFFICE

8G



### INTEROFFICE MEMORANDUM

**TO:** Steve Malizia, Town Administrator  
Board of Selectmen

**FROM:** Elvis Dhima, P.E., Town Engineer  
William Collins, Conservation Commission Chairman

**DATE:** May 28, 2021

**RE:** 16 and 25 Robinson Pond Drive Purchase

Mr. Malizia,

Hudson Conservation Commission has been working with Mr. Berrigan, current owner of 16 and 25 Robinson Pond Drive, to purchase both properties. The total area of these properties is thirty six (36) acres with approximately one (1) mile of frontage to Robinson Pond.

Mr. Berrigan met with representatives from Town of Hudson, Town Administrator, Steve Malizia, Chairman of the Conservation Commission, William Collins, and Town Engineer, Elvis Dhima, P.E. on May 28, 2021 to sign the access easement related to the 16 Robinson Pond Road.

The easement document and Purchase and Sales agreement were prepared and revised by Town Counsel. This purchase, if approved, will be funded one hundred (100) percent by Conservation Commission funds.

Conservation Commission and Town Engineer's recommendation is to purchase this property at this time.

**Motion:**

To approve and authorize Mr. Malizia to sign the Purchase and Sales Agreement for 16 and 25 Robinson Pond Drive, for the amount not to exceed \$490,000, as recommended by Conservation Commission and Town Engineer.

## SALES AGREEMENT AND DEPOSIT RECEIPT

**THIS AGREEMENT** is made this [ ] day of [ ] [ ] between the SELLER,  
[ John Mark Berrigan ] with an address of [ 52 Webster Street ]  
[ Nashua NH ] and the Town of Hudson and the Hudson Conservation Commission,  
Collectively, BUYER, of 12 School St, Hudson, New Hampshire 03051.

**WITNESSETH:** That the SELLER agrees to sell and convey, and the BUYER agrees to buy, certain real estate located in the Town of Hudson, Hillsborough County, New Hampshire, known or described as:

Map [ 144-002 ] Lot [ 00 ], containing approximately [ 30 ] acres and owned by Seller. For title reference see Deed recorded at Hillsborough County Registry of Deeds at

[ ] [ ]

Book Page

and

Map 143-020 Lot 000 , containing approximately 6.2 acres and owned by Seller. For title reference see Deed recorded at Hillsborough County Registry of Deeds at

Book Page

**SELLING PRICE:** The Selling Price is [ Four Hundred Ninety Thousand ] DOLLARS  
[ \$490,000.00 ] to be paid as described below.

**DEPOSIT:** The Deposit, receipt of which is hereby acknowledged in the form of a check, is to be held in a trust account with Tarbell & Brodich, P.A., BUYER'S Attorney,

in the sum of FIVE THOUSAND DOLLARS (\$5,000) and paid to

SELLER on the date of closing. The remaining funds in the sum of

[ Four Hundred Eighty-Five Thousand ] [ \$485,000.00 ] shall be due on the

date of transfer, as mutually agreed upon, as described within in the form of wired funds.

**DEED:** Marketable title and insurable without exceptions shall be conveyed by a WARRANTY DEED, and shall be free and clear of all encumbrances except as listed below and usual public utilities serving the Parcel.

**TRANSFER OF TITLE:** On or before the  day of   or sooner as mutually agreed upon, provided all contingencies of this Agreement have been met, at Town Hall in Hudson, or some other place of mutual consent.

**POSSESSION:** Free of all tenants, personal property, and encumbrances, except as herein stated, is to be given on transfer of title.

**INSURANCE:** None by SELLER. No buildings on the Parcel.

**TITLE:** If, upon examination of title, it is found that the title is not marketable and insurable without exceptions, the SELLER shall have a reasonable time, not to exceed 30 days from the date of notification of defect, unless otherwise agreed to in writing, to remedy such defect. Should the SELLER be unable to provide the marketable title within said 30 days, the BUYER may rescind this Agreement at the BUYER'S sole option, with full deposit being refunded to the BUYER and all parties being released from any further obligations here under. The SELLER hereby agrees to make a good faith effort to correct the title defect within the 30 day period above prescribed once notification of such defect is received; provided, however, that in doing so, the SELLER shall not be required to expend more than \$250.00 . The cost of examination of the title shall be borne by the BUYER.

**TAXES:** Taxes shall be prorated as of the date of the transfer of title. There will be no transfer tax due from BUYER or SELLER under RSA 78-B:2(I).

**INSPECTIONS:** The BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific issue of concern. The SELLER makes no representations or warranties regarding the condition, permitted use or value of the SELLER'S real property. SELLER grants permission to the Hudson Conservation Commission, the Hudson Board of Selectmen and their agents for access to the property for inspections prior to closing; provided, however, that SELLER shall not be liable for any

claim, damage, or injury to BUYER and BUYER shall indemnify SELLER against any claim, damage, or injury which may occur to BUYER or its agents during the course of any such inspections.

**AGENT:** The SELLERS and BUYERS acknowledge that Arris Realty, 12 Murphy Drive # 109, Nashua NH, 03062, is the realtor agent for the SELLER. In addition, the SELLER intends to pay Arris Realty 2 percent commission out SELLER’s proceeds. The Town’s legal counsel is Tarbell & Brodich, P.A., 45 Centre Street, Concord, NH 03301. Seller is represented by

[Redacted Name]

**REMEDIES FOR**

**DEFAULT/SELLER’S LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of its obligation under this Agreement, the amount of the deposit shall become the property of the SELLER as the exclusive remedy of the Seller, said deposit being reasonable liquidated damages.

**PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

**EFFECTIVE DATE:** This is a binding contract and the effective date is when signed and dated, except as provided below, and all changes initialed and dated.

**ADDITIONAL PROVISIONS:**

1. The Parcel will be deeded to the Town of Hudson in accordance with RSA 36-A for use as conservation land only and cannot be reclassified as Town Forest. The Deed to be approved by Town Counsel prior to closing.
2. There shall be an Access Easement in place on parcel 144-002, prior to closing on said property, granting continued access to the private properties along Robinson Pond Drive. The easement will not be open to the public. Costs incurred by this stipulation shall be paid for by the BUYER. Said easement to be reviewed and approved by Town Counsel prior to closing.
3. The Access Easement shall include the following, or similar, language "The Town of Hudson NH. Shall bare no liability, responsibility, or obligations for maintenance of said Access Easement." The easement shall be appurtenant to the private property owners who currently access their properties using this access easement, and who shall be responsible for maintenance.



4. Funds for purchase will be expended from the Hudson Conservation Commission Conservation Fund and/or Conservation Bond Fund subject to receiving approval by the governing body and as noted in Paragraphs 5 and 6 below.
  
5. SELLER states that to the best of their knowledge, that there is no EPA/NH DES identified hazardous waste sites on the Parcel.
  
6. Not later than 10 days prior to the proposed closing date, BUYER's counsel will prepare the proposed WARRANTY DEED which shall be acceptable to the Selectmen and shall be forwarded to SELLER for review and approval by SELLER and its counsel. BUYER shall be responsible for the cost of deed preparation.

5. *Approval of the governing body per RSA 36-A Section A:4 as it pertains to land purchases*

6 *Other provisions as necessary....*

7 *Other provisions as necessary....*

8 *Other provisions as necessary....*

9 *Other provisions as necessary....*

**BUYER's** obligation to close and take title is contingent upon BUYER having satisfied or otherwise obtained authorization from the Hudson Board of Selectmen pursuant to RSA 36-A:4 and/or RSA 41:14-a for the purchase. BUYER shall complete the process outlined in RSA 41:14-a I as may be necessary with respect to the review and recommendations of the Planning Board and the Conservation Commission, and the two public hearings thereafter, by no later than the  day of   and the BUYER shall notify the SELLER in writing within five (5) business days of the receipt by BUYER of a written petition of 50 registered voters to insert the proposed acquisition of the Parcel as an article in the warrant at the 2022 Town Meeting. If such a petition is received, the closing date shall be extended

to 5 days after the results of the 202 Town Meeting. If, in the case of a warrant article, the Town Meeting does not approve the purchase of the property then this agreement shall terminate, and SELLER shall return BUYER's deposit and both parties shall be discharged and released from any further performance hereunder.

**BINDING ON HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS:**

The parties hereto each represent that they have the power and the authority to enter into this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, power of attorney, successors and assigns of both parties.

A copy of this contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged.

WITNESS our hands and seals this  day of

Witness: \_\_\_\_\_  
(Print Name)

Witness: \_\_\_\_\_  
(Signature)

BUYER: \_\_\_\_\_  
(Print Name)

Hudson NH Conservation Commission  
By its authorized representative:

\_\_\_\_\_  
(Signature)

Witness: \_\_\_\_\_  
(Print Name)

Witness: \_\_\_\_\_  
(Signature)

BUYER: \_\_\_\_\_  
(Print Name)

Board of Selectmen Town of Hudson NH  
By its authorized representative:

By its authorized representative:

\_\_\_\_\_  
(Signature)

WITNESS our hands and seals this  day of

SELLER: \_\_\_\_\_  
*(Print Name)*

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Return to:  
John Mark Berrigan  
52 Webster Street  
Nashua, NH 03060

**DRIVEWAY EASEMENTS**  
Robinson Pond Drive and Cove Point Road  
Hudson, New Hampshire

**John Mark Berrigan**, an individual with an address of 52 Webster Street, Nashua, New Hampshire 03036 (“Grantor”), for consideration paid, grants to:

Tax Map/Lot: 144-020-000  
John Mark Berrigan  
25 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-047-000  
Patricia Lafleur  
Robert T. Lafleur  
64 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-046-000  
Kimberly Ann Scott  
62 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-045-000  
R. Susan Horsley  
Hans Heller  
58 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-044-000  
Sylvia Horsley, Trustee  
Sylvia Horsley Revocable Tr.  
56 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-043-000  
Sylvia W. Horsley  
54 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-042-000  
Gerald H. Cooper  
Kathleen Cooper  
52 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-041-000  
James W. Gruenfelder  
50 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-040-000  
Paul J. Robillard  
Constance Robillard  
46 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 134-039-000  
Tonh Dom  
44 Robinson Pond Drive  
Hudson, NH 03051

Tax Map/Lot: 143-021-000  
Joseph M. Donahue Trustee  
Joseph Ireland 2016 Family Tr.  
5 Cove Point Road  
Hudson, NH 03051

with Quitclaim Covenants, the following described private Driveway Easements, situated in the Town of Hudson, County of Hillsborough, State of New Hampshire, described as:

Driveway Easement 1 - Robinson Pond Drive:

A perpetual non-exclusive private driveway easement across that portion of Robinson Pond Drive as it is currently travelled that lies within the Grantor's property known as Town of Hudson Tax Map and Lot 144-002-000, which is also known as 16 Robinson Drive, Hudson, New Hampshire, described as:

Beginning at a point at the easterly end of the easement conveyed herein, at land now or formerly the Great Woods Realty Trust (Tax Map 144-003-003), as shown on Plan 27652 recorded at the Hillsborough County Registry of Deeds; thence

Southwesterly and northwesterly across Grantor's land to land now or formerly the Sylvia Horsley Revocable Trust (Tax Map 134-044-000).

Said easement is 30 feet in width along the existing Robinson Pond Drive on said Grantor's land. A portion of the driveway easement area is further depicted as Robinson Pond Avenue on Plan 4091 recorded at the Hillsborough County Registry of Deeds.

Driveway Easement 2 – Cove Point Road:

A perpetual non-exclusive private driveway easement across that portion of Cove Point Road as it is currently travelled that lies within the Grantor's property known as Town of Hudson Tax Map and Lot 144-002-000, which is also known as 16 Robinson Drive, Hudson, New Hampshire, described as:

Beginning at a point at the easterly end of the easement herein conveyed, said point being located at the westerly line of Robinson Pond Drive (Driveway Easement 1) located approximately 50 feet southeasterly from land now or formerly Tonh Dom (Tax Map 134-039-000); thence

Southwesterly, westerly and southerly across Grantor's land to Robinson Pond.

Said driveway easement is 30 feet in width along the existing Cove Point Road on said Grantor's land. This area is further shown in the general location of Cove Point Road on Plan 4091 recorded at the Hillsborough County Registry of Deeds.

Both driveway easements are intended to be 30 feet in width. The driveway easements are located in the existing area of Robinson Pond Drive and Cove Point Road as presently travelled. If any portion of either Robinson Pond Drive or Cove Point Road is found to be located on other's land, there is herein conveyed an additional driveway easement sufficient to provide a full 30 feet in width on Grantor's property.

The Grantees shall have the right and responsibility to use and maintain said private driveway easements, including slopes, embankments, and drainage facilities, to the extent necessary for the proper functionality of the private driveway easements (including paving), at Grantees' sole cost and expense. Grantees shall keep the private driveway easements in a good state of repair at all times. Grantor shall have the option, but no obligation, to service, maintain, or repair the private driveway easements.

The private driveway easements are intended for use by the owners of the properties identified above, for normal pedestrian and vehicular driveway uses associated with access to their properties, and for all other reasonable residential purposes, by themselves and their respective guests and invitees.

The Grantees shall not park vehicles or store any personal property within the private driveway easements. No obstruction of any kind shall be permitted within the private driveway easements, it being the Grantor's intention to permit the free flow of persons and vehicles within the private driveway easements at all times.

The Grantor for itself, its successors and assigns, covenants and agrees that it will not erect or maintain or permit to be erected or maintained, any building or structure of any kind or nature within the area of said private driveway easements, which would unreasonably interfere with the purpose of these private driveway easements.

The parties intend that these private driveway easements shall be perpetual, binding on the Grantor, and the Grantor's heirs, successors, and assigns, and that these private driveway easements shall be appurtenant to the properties identified above, and shall run with the land whether or not expressly referenced in any subsequent deed.

The Grantor and the Grantees, and their respective heirs, successors and assigns, may each enforce this private Driveway Easement through any appropriate proceedings available at law or equity, including by seeking the remedies of specific performance and mandatory injunction.

Meaning and intending to an access easement over a portion of the land conveyed to the within Grantor by deed dated October 5, 2018 recorded in the Hillsborough County Registry of Deeds at Book 9115, Page 2207 and by deed dated July 16, 2014 recorded in the Hillsborough County Registry of Deeds.

There are no homestead rights which pertain to the area of the private driveway easements.

IN WITNESS WHEREOF, John Mark Berrigan has executed this deed this 28<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
John Mark Berrigan

**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss**

On this 28<sup>th</sup> day of May, 2021, before me personally appeared John Mark Berrigan, known to me, or satisfactorily proven, to the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

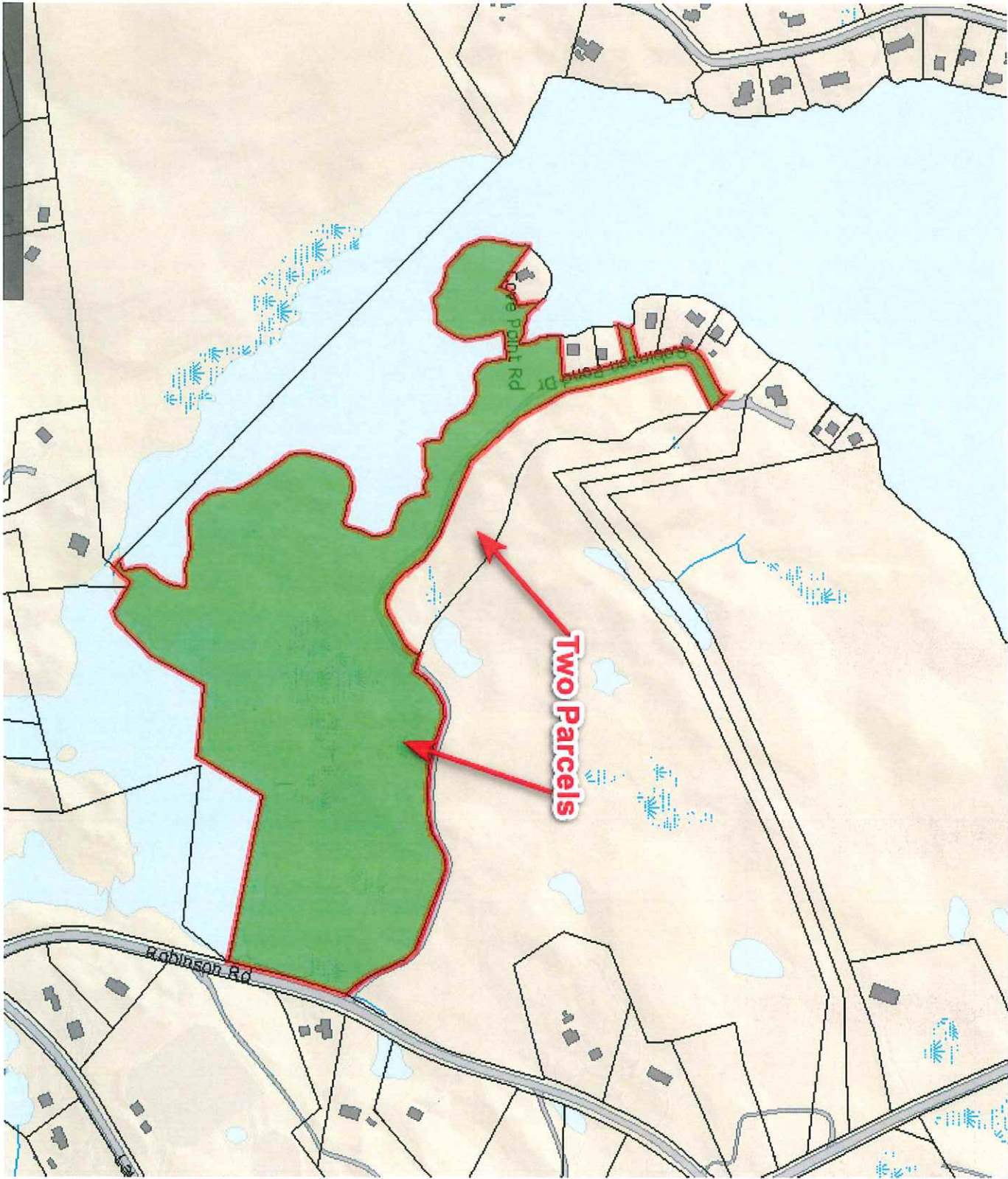


Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

**ROGER C. ORDWAY JR.  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
November 6, 2024**

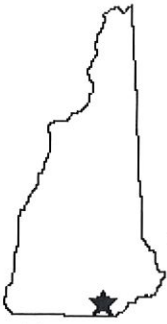




Two Parcels

Robinson Rd

Point Rd



# TOWN OF HUDSON

## FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051




8H

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

Robert M. Buxton  
Chief of Department

TO: Marilyn McGrath  
Chairman

FR: Robert M. Buxton   
Fire Chief

DT: June 2, 2021

RE: BOS Public Agenda June 8, 2021

As we continue to work through the COVID-19 pandemic, demobilization of guidance and restrictions have started to be relaxed. As of June 1, 2021 the Town has moved away from the COOP and other items.

We have continued to monitor active case counts and new guidance documents from the State of New Hampshire. With the State of New Hampshire moving to a "Best Practices" mode, we believe it is reasonable for the Town of Hudson to do the same. Reviewing local data as of this correspondence, we are currently at 15 active cases and have not experienced any confirmed cases or exposure of COVID-19 in the last 14 days. We have utilized the 14 day period throughout the pandemic to establish benchmarks.

I am asking the Board of Selectmen to consider two actions;

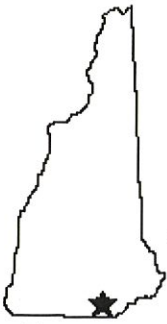
1. We believe that we can safely move the masking practices to a recommendation and not a requirement in all Town of Hudson buildings for both the public and employees. This will ultimately sunset all masking requirements town wide. We certainly would continue to recommend masking when social distancing cannot be maintained.
2. We are also asking the Board of Selectmen to close the COVID-19 Dashboard. This dashboard was established to provide a snap shot of staffing levels across the community. With no active cases or exposure to COVID-19 in the last 14 day this is a reasonable action. Any sick leave that has been tracked has not been related to the COVID-19 pandemic.

If the Board of Selectmen are in agreement with this we would recommend that this action go into effect on Wednesday, June 9, 2021.

If you have any questions please contact me. Thank you for the consideration.

### **Motion;**

**To approve the COVID-19 sun setting of masking requirements and the COVID-19 dashboard as recommended by the Fire Chief.**



# TOWN OF HUDSON

## FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

---



8I

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

Robert M. Buxton  
Chief of Department

TO: Marilyn McGrath  
Chairman

FR: Robert M. Buxton   
Fire Chief

DT: June 3, 2021

RE: BOS Public Agenda June 8, 2021

---

In response to the COVID-19 pandemic the federal government has established the American Rescue Plan to support the country as we enter the recovery phase of the pandemic.

Attached you will find an introductory presentation that I would like to review with the Board of Selectmen during your June 8<sup>th</sup> meeting. Currently, Hudson is eligible for an estimated \$2.5 million dollars.

This program will be similar to the GOFFER funds the Town of Hudson received during the response phase of the COVID-19 incident. We will be able to target different projects with this funding that are related to the COVID-19 response.

Please contact me if you have any questions.

Cc: File



# **AMERICAN RESCUE PLAN ACT OF 2021**

# Program Highlights



**\$350 billion in emergency funding**

**\$65 billion in direct aid**

**Programming  
March 2021 – December 2024**

**Hudson  
\$2.5 Million**

# Possible Uses

Public Health Costs

```
graph TD; A[Public Health Costs] --> B[Address negative economic impact]; B --> C[Replace lost public sector revenue]; C --> D[Provide premium pay for essential workers]; D --> E[Invest in infrastructure];
```

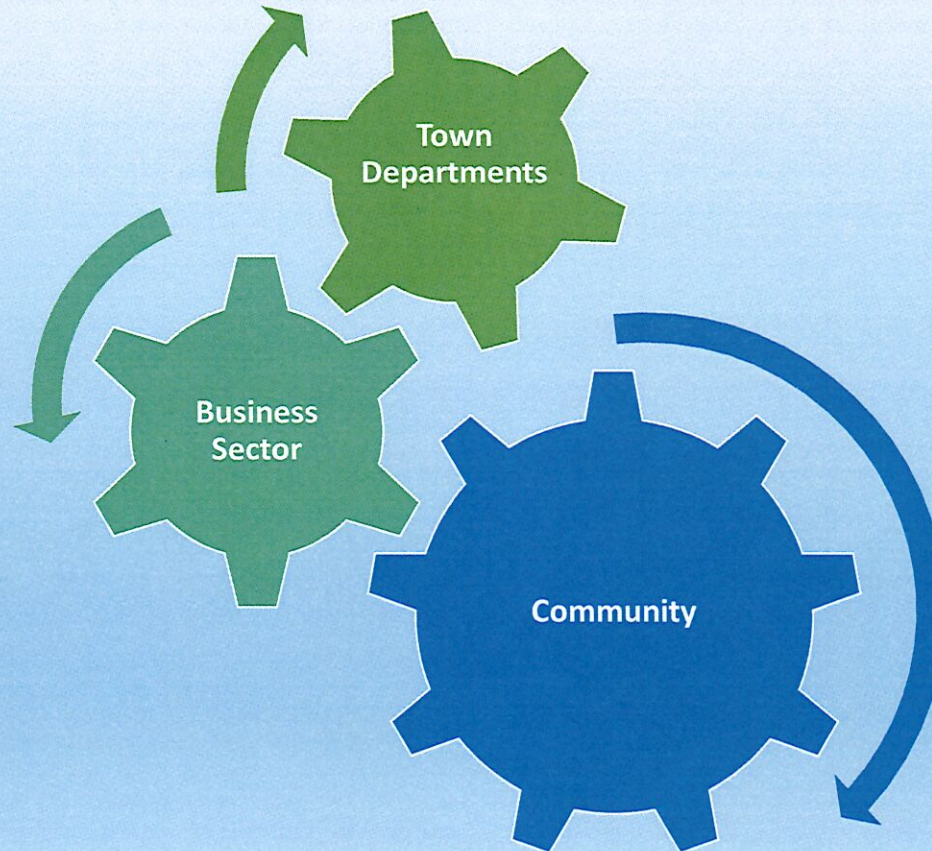
Address negative economic impact

Replace lost public sector revenue

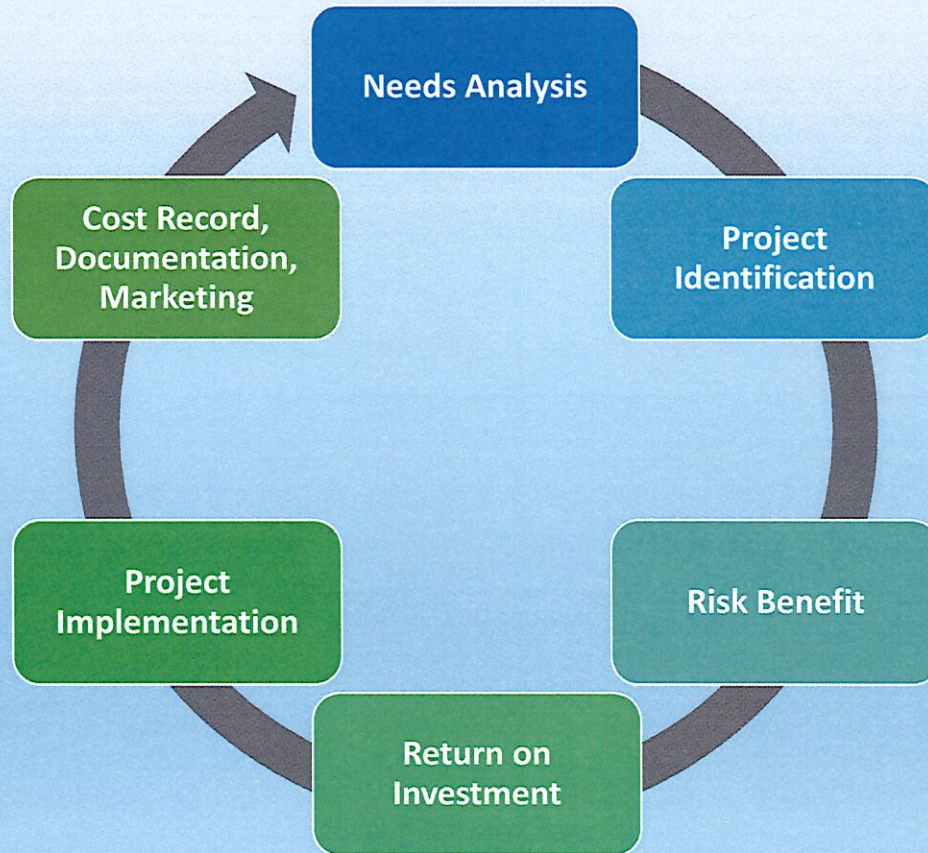
Provide premium pay for essential workers

Invest in infrastructure

# How do we accomplish this program?

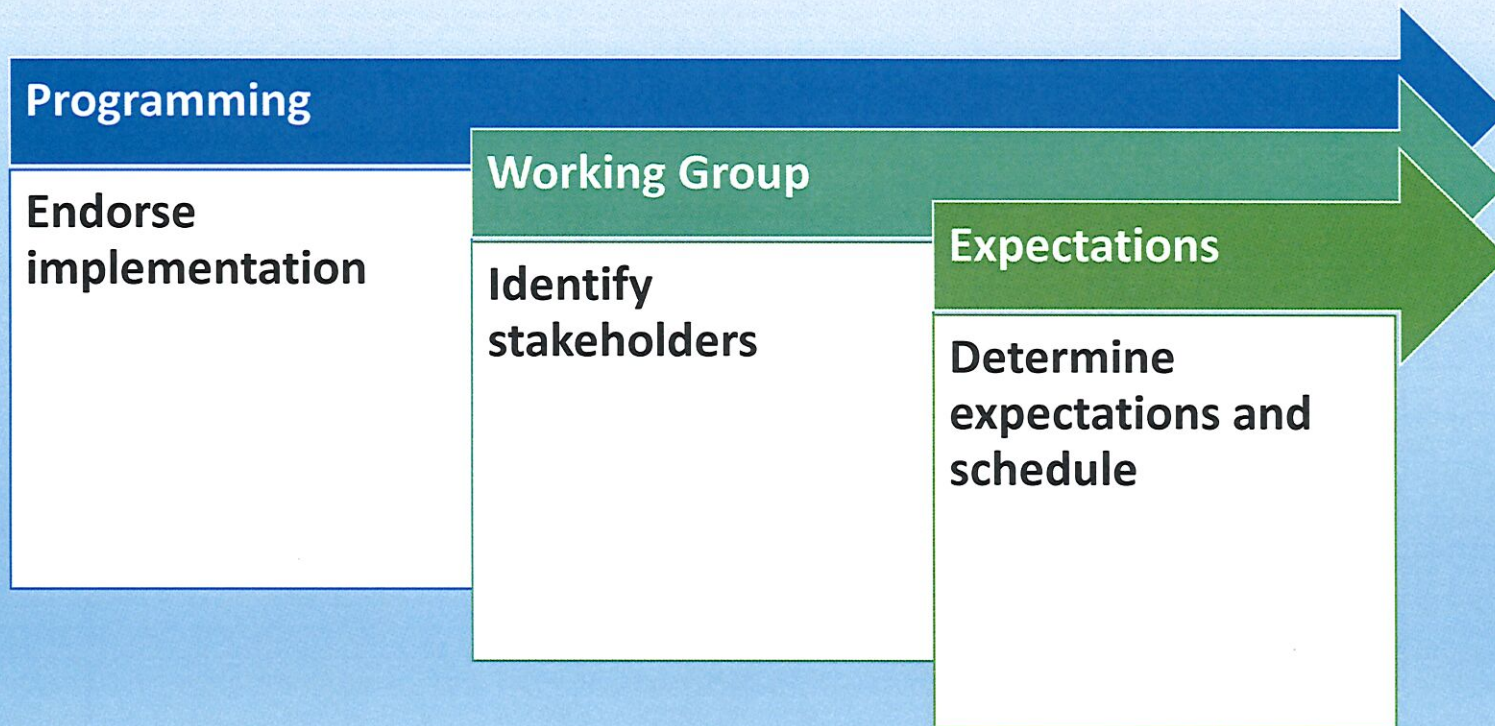


# Programming Steps





# Possible Actionable Items





# **AMERICAN RESCUE PLAN ACT OF 2021**

*Agenda*  
*6-8-21*

8K

Town of Hudson  
Revenues and Expenditures  
Through May 31, 2021

Town of Hudson, NH  
**Appropriations and Revenue Summary**  
 Month Ending: May 31, 2021

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	<b>General Fund</b>									
4199	5020	Trustees of Trust Funds	2,818	0	0	2,818	972	0	1,846	35%
4195	5025	Cemetery Trustees	1,250	0	0	1,250	137	0	1,113	11%
4140	5030	Town Clerk/Tax Collector	400,467	0	49,468	449,935	390,002	1,951	57,982	87%
4140	5041	Moderator	32,762	0	2,934	35,696	24,425	0	11,271	68%
4140	5042	Supervisors of The Checklist	6,286	0	0	6,286	3,866	343	2,077	67%
4199	5050	Town Treasurer	8,074	0	0	8,074	7,401	0	673	92%
4199	5055	Sustainability Committee	1,300	0	0	1,300	220	0	1,080	17%
4520	5063	Benson Park Committee	1,100	0	0	1,100	393	0	707	36%
4199	5070	Municipal Budget Committee	800	0	0	800	11	0	789	1%
4140	5077	IT - Town Officers	4,170	0	0	4,170	3,557	16	597	86%
4199	5080	Ethics Committee	100	0	0	100	43	0	57	43%
		<b>Town Officers</b>	<b>459,127</b>	<b>0</b>	<b>52,402</b>	<b>511,529</b>	<b>431,028</b>	<b>2,310</b>	<b>78,192</b>	<b>85%</b>
4130	5110	Board of Selectmen/Administration	392,579	2,500	30,758	425,837	380,643	3,248	41,946	90%
4194	5115	Oakwood	2,275	0	0	2,275	4,052	0	(1,777)	178%
4194	5120	Town Hall Operations	104,633	0	243,650	348,283	338,428	(168)	10,022	97%
4442	5151	Town Poor	80,000	0	0	80,000	29,653	0	50,347	37%
4130	5177	IT - Town Administration	800	0	2,737	3,537	10,826	24	(7,313)	307%
		<b>Administration</b>	<b>580,287</b>	<b>2,500</b>	<b>277,145</b>	<b>859,932</b>	<b>763,602</b>	<b>3,105</b>	<b>93,226</b>	<b>89%</b>
4153	5200	<b>Legal</b>	<b>136,560</b>	<b>0</b>	<b>(2,737)</b>	<b>133,823</b>	<b>113,622</b>	<b>4,747</b>	<b>15,454</b>	<b>88%</b>
4150	5310	Finance Administration	196,214	0	0	196,214	165,433	5,427	25,353	87%
4150	5320	Accounting	286,671	0	0	286,671	237,689	7,626	41,355	86%
4150	5377	IT - Finance	2,350	0	816	3,166	1,765	360	1,041	67%
		<b>Finance</b>	<b>485,235</b>	<b>0</b>	<b>816</b>	<b>486,051</b>	<b>404,887</b>	<b>13,414</b>	<b>67,749</b>	<b>86%</b>
4150	5330	Information Technology	751,454	0	475	751,929	707,081	10,313	34,534	95%
		<b>Information Technology</b>	<b>751,454</b>	<b>0</b>	<b>475</b>	<b>751,929</b>	<b>707,081</b>	<b>10,313</b>	<b>34,534</b>	<b>95%</b>
4152	5410	Assessing Department	444,911	0	0	444,911	316,916	54,961	73,034	84%
4152	5477	IT- Assessing	14,650	0	0	14,650	13,904	0	746	95%
		<b>Assessing</b>	<b>459,561</b>	<b>0</b>	<b>0</b>	<b>459,561</b>	<b>330,821</b>	<b>54,961</b>	<b>73,780</b>	<b>84%</b>
4312	5515	Public Works Facility	99,903	800	(150)	100,553	117,612	1,456	(18,516)	118%
4312	5551	Public Works Administration	272,461	0	5,518	277,979	276,402	179	1,398	99%
4312	5552	Streets	2,836,891	0	99,577	2,936,468	2,750,406	54,408	131,654	96%
4312	5553	Equipment Maintenance	474,079	0	6,489	480,568	377,465	39,283	63,820	87%
4312	5554	Drainage	531,385	0	82,304	613,689	527,068	672	85,950	86%
4522	5556	Parks Division	237,327	0	6,716	244,043	159,606	9,012	75,424	69%
4312	5577	IT - Public Works	5,240	0	0	5,240	7,949	387	(3,097)	159%
		<b>Public Works</b>	<b>4,457,286</b>	<b>800</b>	<b>200,454</b>	<b>4,658,540</b>	<b>4,216,508</b>	<b>105,397</b>	<b>336,635</b>	<b>93%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: May 31, 2021**

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
									(1,225)	119%
4191	5277	IT - LUD	6,300	0	0	6,300	7,116	409	(1,225)	119%
4191	5571	LUD - Planning	245,819	0	0	245,819	238,150	21,358	(13,689)	106%
4191	5572	LUD - Planning Board	8,350	0	0	8,350	1,345	0	7,005	16%
4191	5581	LUD - Zoning	202,221	0	0	202,221	178,498	927	22,796	89%
4191	5583	LUD - Zoning Board of Adj	16,500	0	0	16,500	14,688	2,534	(721)	104%
4311	5585	LUD - Engineering	390,578	0	0	390,578	314,943	82,617	(6,981)	102%
		<b>Land Use</b>	<b>869,768</b>	<b>0</b>	<b>0</b>	<b>869,768</b>	<b>754,738</b>	<b>107,844</b>	<b>7,185</b>	<b>99%</b>
									(9,840)	103%
4210	5610	Police Administration	333,864	0	16,052	349,916	350,843	8,913	(9,840)	103%
4210	5615	Police Facility Operations	287,732	30,690	35,000	353,422	300,367	7,096	45,959	87%
4210	5620	Police Communications	685,916	0	39,462	725,378	698,705	109	26,565	96%
4210	5630	Police Patrol	6,233,526	3,554	319,657	6,556,737	5,937,893	45,563	573,281	91%
4210	5640	Investigations	13,820	0	0	13,820	9,295	317	4,209	70%
4414	5650	Animal Control	120,509	0	1,480	121,989	96,724	893	24,372	80%
4210	5660	Information Services	154,488	0	14,335	168,823	162,814	3	6,006	96%
4210	5671	Support Services	88,023	0	9,164	97,187	73,353	8,553	15,281	84%
4210	5672	Crossing Guards	58,755	0	0	58,755	45,394	0	13,361	77%
4210	5673	Prosecutor	321,692	0	13,030	334,722	313,762	(485)	21,446	94%
4210	5677	IT - Police	93,629	0	0	93,629	83,908	384	9,337	90%
		<b>Police</b>	<b>8,391,954</b>	<b>34,244</b>	<b>448,180</b>	<b>8,874,378</b>	<b>8,073,056</b>	<b>71,345</b>	<b>729,977</b>	<b>92%</b>
4220	5710	Fire Administration	726,510	0	31,941	758,451	668,228	10,655	79,569	90%
4220	5715	Fire Facilities	141,635	0	4,705	146,340	131,379	22,037	(7,077)	105%
4220	5720	Fire Communications	384,845	0	0	384,845	385,851	200	(1,206)	100%
4220	5730	Fire Suppression	5,265,180	7,103	644,629	5,916,913	5,348,131	186,970	381,811	94%
4220	5740	Fire Inspectional Services	513,274	0	679	513,953	421,666	1,655	90,632	82%
4220	5750	Fire Emergency Medical Services	0	0	(33)	(33)	0	0	(33)	0%
4220	5765	Fire Alarm	3,746	0	0	3,746	5,837	124	(2,215)	159%
4220	5770	Emergency Management	86,368	0	57,239	143,607	77,842	1,525	64,240	55%
4220	5777	IT - Fire	45,506	0	0	45,506	42,283	701	2,522	94%
		<b>Fire</b>	<b>7,167,064</b>	<b>7,103</b>	<b>739,161</b>	<b>7,913,328</b>	<b>7,081,217</b>	<b>223,867</b>	<b>608,244</b>	<b>92%</b>
4520	5810	Recreation Administration	160,645	0	0	160,645	68,559	675	91,411	43%
4520	5814	Recreation Facilities	77,384	0	0	77,384	60,649	5,301	11,434	85%
4520	5821	Supervised Play	120,063	0	(53,991)	66,072	3,080	0	62,992	5%
4520	5824	Ballfields	12,242	0	0	12,242	1,080	917	10,245	16%
4520	5825	Tennis	0	0	0	0	3,590	0	(3,590)	0%
4520	5826	Lacrosse	12,366	0	0	12,366	158	0	12,208	1%
4520	5831	Basketball	52,604	0	(4,000)	48,604	840	530	47,234	3%
4520	5834	Soccer	13,314	0	0	13,314	7,516	0	5,798	56%
4520	5835	Senior Activities Operations	60,150	0	0	60,150	1,922	764	57,464	4%
4520	5836	Teen Dances	1,500	0	0	1,500	0	0	1,500	0%
4520	5839	Community Activities	7,060	0	0	7,060	1,747	0	5,313	25%
4520	5877	IT - Recreation	7,065	0	0	7,065	6,010	0	1,055	85%
		<b>Recreation</b>	<b>524,393</b>	<b>0</b>	<b>(57,991)</b>	<b>466,402</b>	<b>155,151</b>	<b>8,187</b>	<b>303,065</b>	<b>35%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: May 31, 2021**

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjstmnts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4196	5910	Insurance	519,000	0	0	519,000	500,807	0	18,193	96%
4199	5920	Community Grants	90,508	0	0	90,508	76,008	0	14,500	84%
4583	5930	Patriotic Purposes	5,600	0	0	5,600	0	0	5,600	0%
4199	5940	Other Expenses	165,460	0	0	165,460	29,770	637	135,053	18%
4220	5960	Hydrant Rental	276,971	0	0	276,971	253,890	0	23,081	92%
4321	5970	Solid Waste Contract	1,677,130	0	0	1,677,130	1,408,497	240,796	27,837	98%
		<b>Non-Departmental</b>	<b>2,734,669</b>	<b>0</b>	<b>0</b>	<b>2,734,669</b>	<b>2,268,972</b>	<b>241,433</b>	<b>224,264</b>	<b>92%</b>
<b>General Fund Appropriation Subtotal</b>			<b>27,017,358</b>	<b>44,647</b>	<b>1,657,904</b>	<b>28,719,909</b>	<b>25,300,682</b>	<b>846,923</b>	<b>2,572,304</b>	<b>91.0%</b>
<b>Warrant Articles</b>										
4901	6015	Widening Lowell Rd from Wason to Sag	0	1,406,338	0	1,406,338	60,223	1,346,115	0	100%
4152	6040	Future Prop. Revaluation CRF	15,000	0	0	15,000	15,000	0	0	100%
4220	6054	Hire Four Firefighters/AEMTs	363,568	0	(363,568)	0	0	0	0	100%
4220	6057	Fire Apparat Refub & Repr CRF	25,000	0	0	25,000	25,000	0	0	100%
4210	6058	Police Union Contract	377,464	0	(377,464)	0	0	0	0	100%
4312	6062	Public Works Union Contract	85,493	0	(85,493)	0	0	0	0	100%
4902	6089	Communication Systems	0	131,800	(32,950)	98,850	98,850	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000	0	0	15,000	15,000	0	0	100%
4902	6200	Fire Squad Vehicle	170,000	0	0	170,000	50,904	119,096	0	100%
4915	6201	Commun Equip & Infrast CRF	810,000	0	0	810,000	158,750	476,250	175,000	78%
4915	6208	Library Improvements CRF	25,000	0	0	25,000	25,000	0	0	100%
4909	6212	Taylor Falls & Vet Bridge Rehabilitation	125,000	0	0	125,000	0	0	125,000	0%
4312	6213	Hire Two Truck Driver/Laborers	111,111	0	(111,111)	0	0	0	0	100%
3319	6319	Establish an Energy Efficiency CRF	25,000	0	0	25,000	25,000	0	0	100%
0000	6434	Operating Transfer to Library	0	0	0	0	230,283	0	(230,283)	100%
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	0	0	0	100%
<b>General Fund Warrant Articles</b>			<b>2,147,636</b>	<b>1,538,138</b>	<b>(970,586)</b>	<b>2,715,188</b>	<b>704,010</b>	<b>1,941,461</b>	<b>69,717</b>	<b>97%</b>
<b>General Fund Total Budget</b>			<b>29,164,994</b>	<b>1,582,785</b>	<b>687,318</b>	<b>31,435,097</b>	<b>26,004,691</b>	<b>2,788,384</b>	<b>2,642,022</b>	<b>92%</b>
<b>02</b>	<b>Sewer Fund</b>									
4326	5561	Sewer Billing & Collection	159,899	0	0	159,899	144,917	857	14,125	91%
4326	5562	Sewer Operation & Maintenance	1,165,734	120,000	34,873	1,320,607	906,745	237,158	176,704	87%
4326	5564	Sewer Capital Projects	785,000	0	0	785,000	467,241	11,866	305,893	61%
4312	6062	Public Works Union Contract	2,716	0	(2,716)	0	0	0	0	100%
4312	6213	Hire Two Truck Driver/Laborers	37,037	0	(37,037)	0	0	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000	0	0	15,000	15,000	0	0	100%
<b>Sewer Fund</b>			<b>2,165,386</b>	<b>120,000</b>	<b>(4,880)</b>	<b>2,280,506</b>	<b>1,533,903</b>	<b>249,881</b>	<b>496,722</b>	<b>78%</b>
<b>03</b>	<b>Water Fund</b>									
4332	5591	Water - Administration	285,543	0	0	285,543	260,403	9,010	16,130	94%
4332	5592	Water - Ops & Maintenance	1,409,742	0	0	1,409,742	1,004,938	140,987	263,817	81%
4335	5593	Water - Supply	809,000	41,537	0	850,537	566,136	310,148	(25,746)	103%
4332	5594	Water - Debt Service	1,298,006	0	0	1,298,006	1,298,006	0	1	100%
<b>Water Fund</b>			<b>3,802,291</b>	<b>41,537</b>	<b>0</b>	<b>3,843,828</b>	<b>3,129,482</b>	<b>460,144</b>	<b>254,202</b>	<b>93%</b>
<b>Total General, Sewer, Water Funds</b>			<b>35,132,671</b>	<b>1,744,322</b>	<b>682,438</b>	<b>37,559,431</b>	<b>30,668,076</b>	<b>3,498,409</b>	<b>3,392,945</b>	<b>91%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: May 31, 2021**

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
			<u>Budgeted Revenue</u>		<u>Supplemental Budget</u>	<u>Adjusted Revenue</u>	<u>Revenues</u>	<u>Use of Fund Balance</u>	<u>Balance</u>	
		<b>General Fund Revenue</b>	30,383,049		1,380,579	31,763,628	29,342,979	1,535,000	885,649	97%
		<b>Sewer Fund Revenue</b>	2,162,670		0	2,162,670	1,225,980	125,000	811,690	62%
		<b>Water Fund Revenue</b>	3,802,291		0	3,802,291	3,488,534	0	313,757	92%
<b>Total General, Sewer, Water Funds Revenue</b>			<b>36,348,010</b>	<b>0</b>	<b>1,380,579</b>	<b>37,728,589</b>	<b>34,057,493</b>	<b>1,660,000</b>	<b>2,011,096</b>	<b>95%</b>
<b>Other Funds</b>										
State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
04	5060	Library	1,162,586	0	0	1,162,586	972,550	470	189,566	84%
05	5598	Land Use Change Tax Fund	0	0	0	0	0	0	0	100%
06	5586	Conservation Commission	52,753	40,204	(24,368)	68,589	37,284	37,930	(6,625)	110%
14	5630	Police Forfeiture Fund	0	40,220	0	40,220	143,803	0	(103,582)	358%
35	5845	Senior Activities Revolving Fund	0	51,244	0	51,244	0	51,244	0	100%
45	5045	Community TV Revolving Fund	0	0	7,904	7,904	382,635	119,404	(494,135)	6352%
46	8901	Grants	0	0	0	0	0	0	0	100%
50	5750	EMS Revolving Fund	423,322	0	270	423,592	196,301	10,214	217,077	49%
		<b>Other Funds</b>	<b>1,638,661</b>	<b>131,668</b>	<b>(16,195)</b>	<b>1,754,135</b>	<b>1,732,573</b>	<b>219,262</b>	<b>(197,700)</b>	<b>111%</b>
			<u>Budgeted Revenue</u>		<u>Supplemental Budget</u>	<u>Adjusted Revenue</u>	<u>Revenues</u>	<u>Use of Fund Balance</u>	<u>Balance</u>	
		<b>Senior Activities Revolving Fund</b>	<b>0</b>			<b>0</b>	<b>(5,808)</b>		<b>5,808</b>	<b>0%</b>
		<b>Community TV Revolving Fund</b>	<b>0</b>		<b>7,904</b>	<b>7,904</b>	<b>235,547</b>		<b>(227,643)</b>	<b>0%</b>
		<b>EMS Revolving Fund</b>	<b>423,322</b>		<b>270</b>	<b>423,592</b>	<b>320,945</b>		<b>102,647</b>	<b>0%</b>
<b>Total Expenditures All Funds</b>			<b>36,771,332</b>	<b>1,875,991</b>	<b>666,243</b>	<b>39,313,566</b>	<b>32,400,649</b>	<b>3,717,672</b>	<b>3,195,245</b>	<b>92%</b>

2/2/21

Run: 6/02/21  
3:50PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 1  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>General Fund</b>						
01-0000-4913-000-000	Transfer from Land Use Change Fund	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	Library Revenue	9,675.00	0.00	0.00	9,675.00	0.000
01-3110-4100-000-000	General Property Taxes	19,509,486.00	0.00	18,946,575.57	562,910.43	97.115
01-3110-4101-000-000	Overlay	-185,000.00	-695.99	-70,667.94	-114,332.06	38.199
01-3185-4120-000-000	Yield Taxes and Interest	1,500.00	31.50	114.08	1,385.92	7.605
01-3186-4115-000-000	In Lieu of Taxes	12,816.00	0.00	0.00	12,816.00	0.000
01-3189-4121-000-000	Excavation Activity Tax	3,000.00	7,799.68	7,799.68	-4,799.68	259.989
01-3189-4127-000-000	Boat Tax	7,000.00	2,733.84	8,450.75	-1,450.75	120.725
01-3190-4203-000-000	Charges on Property Taxes	5,000.00	826.17	367.84	4,632.16	7.357
01-3190-4204-000-000	Interest on Property Taxes	160,000.00	42,219.53	157,242.81	2,757.19	98.277
01-3220-4201-000-000	Motor Vehicle Permits	5,420,000.00	518,795.60	5,547,949.00	-127,949.00	102.361
01-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	500.00	10,400.00	4,600.00	69.333
01-3230-4218-000-000	Building Permits	275,000.00	70,613.80	356,718.17	-81,718.17	129.716
01-3230-4381-000-000	Septic Inspection Fees	6,000.00	800.00	8,200.00	-2,200.00	136.667
01-3290-4209-000-000	Excavation Permits	5,000.00	75.00	525.00	4,475.00	10.500
01-3290-4214-000-000	Driveway Permits	2,000.00	350.00	3,200.00	-1,200.00	160.000
01-3290-4217-000-000	Health Permits	0.00	0.00	0.00	0.00	0.000
01-3290-4221-000-000	Pistol Permits	4,000.00	150.00	2,134.00	1,866.00	53.350
01-3290-4233-000-000	Oil Burner/Kerosene Permits	0.00	0.00	350.00	-350.00	0.000
01-3290-4238-000-000	Police Alarm Permit	2,800.00	270.00	3,065.00	-265.00	109.464
01-3290-4239-000-000	Fire - Place of Assembly	2,000.00	0.00	1,080.00	920.00	54.000
01-3290-4254-000-000	Fire Alarm Permits	1,500.00	60.00	1,572.00	-72.00	104.800
01-3290-4312-000-000	Zoning Application Fees	3,000.00	339.90	4,930.75	-1,930.75	164.358
01-3290-4313-000-000	Planning Board Fees	120,000.00	1,753.40	104,983.64	15,016.36	87.486
01-3290-4315-000-000	Sewer Service Permit	3,000.00	0.00	975.00	2,025.00	32.500
01-3290-4321-000-000	UCC Filings	7,000.00	0.00	6,885.00	115.00	98.357
01-3290-4322-000-000	Vital Statistics	7,000.00	987.00	25,317.25	-18,317.25	361.675
01-3290-4323-000-000	Police Fines, Forfeit, Court	0.00	0.00	0.00	0.00	0.000
01-3290-4325-000-000	Animal Control Fines/Fees	8,000.00	425.00	10,239.00	-2,239.00	127.988
01-3290-4326-000-000	Notary Fees	100.00	0.00	0.00	100.00	0.000



Run: 6/02/21  
3:50PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 2  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4327-000-000	Parking Violation Fees	2,000.00	0.00	1,080.00	920.00	54.000
01-3290-4328-000-000	Street Acceptance/Opening Fee	0.00	0.00	0.00	0.00	0.000
01-3290-4334-000-000	Construction Inspection Fee	15,000.00	0.00	12,215.00	2,785.00	81.433
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	0.00	415.00	685.00	37.727
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	118.00	570.25	929.75	38.017
01-3290-4347-000-000	Bad Check Fees	2,500.00	50.00	1,218.46	1,281.54	48.738
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	500.00	8,250.00	1,750.00	82.500
01-3290-4421-000-000	Marriage Licenses	4,000.00	92.00	2,141.00	1,859.00	53.525
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	414.20	1,405.20	-405.20	140.520
01-3290-4427-000-000	Articles of Agreement	0.00	0.00	30.00	-30.00	0.000
01-3290-4428-000-000	Pole Licenses	0.00	0.00	0.00	0.00	0.000
01-3290-4430-000-000	Scrap Metal License	0.00	0.00	50.00	-50.00	0.000
01-3290-4450-000-000	Animal Control Licenses	18,000.00	2,717.00	30,017.00	-12,017.00	166.761
01-3290-4451-000-000	Drain Layers License	1,000.00	750.00	4,250.00	-3,250.00	425.000
01-3351-4840-000-000	Shared Revenue - Municipal Aid	268,277.00	0.00	262,412.93	5,864.07	97.814
01-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	1,291,333.00	0.00	1,291,077.46	255.54	99.980
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	539,910.00	107,844.48	539,772.15	137.85	99.974
01-3359-4656-000-000	Grants - Police	26,000.00	1,666.05	35,742.11	-9,742.11	137.470
01-3359-4657-000-000	Grants - Fire	705,815.96	0.00	302,843.72	402,972.24	42.907
01-3359-4659-000-000	Grants - Other	10,000.00	11,307.84	33,999.77	-23,999.77	339.998
01-3359-4660-000-000	Grants - Pandemic	431,215.68	12,099.04	551,003.07	-119,787.39	127.779
01-3379-4300-000-000	Sewer Utility Admin Fee	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4301-000-000	Water Utility Admin Fee	66,000.00	0.00	66,000.00	0.00	100.000
01-3401-4324-000-000	Police Record Fees	7,000.00	719.00	7,100.00	-100.00	101.429
01-3401-4342-000-000	Sale of Checklists	500.00	0.00	162.00	338.00	32.400
01-3401-4708-000-000	Welfare Reimbursement	1,000.00	29.65	2,397.58	-1,397.58	239.758
01-3401-4716-000-000	Cash Over/Short	0.00	0.00	74.03	-74.03	0.000
01-3401-4720-000-000	Police Outside Detail	150,000.00	27,436.69	248,452.60	-98,452.60	165.635
01-3401-4729-000-000	Contracted Services - Litchfield	30,000.00	0.00	24,463.15	5,536.85	81.544
01-3401-4730-000-000	Ambulance Billings	422,000.00	0.00	368,875.12	53,124.88	87.411
01-3401-4731-000-000	Charges on Ambulance Receivables	-22,000.00	0.00	-20,111.51	-1,888.49	91.416

Run: 6/02/21  
3:50PM

**Revenue Report**  
**Month End Revenue**  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 3  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3401-4732-000-000	Fire Incident Reports	500.00	34.00	1,095.00	-595.00	219.000
01-3401-4745-000-000	Cable Franchise Fees	77,000.00	19,582.50	78,469.23	-1,469.23	101.908
01-3401-4746-000-000	Police Testing and Application Fees	0.00	0.00	1,490.00	-1,490.00	0.000
01-3401-4748-000-000	Insurance Reimbursement	107,236.22	12,178.48	196,075.43	-88,839.21	182.844
01-3401-4756-000-000	Misc Rev - Police	500.00	0.00	2,750.95	-2,250.95	550.190
01-3401-4757-000-000	Misc Rev - Fire	500.00	130.00	2,803.41	-2,303.41	560.682
01-3401-4758-000-000	Misc Rev - Recreation	0.00	0.00	0.00	0.00	0.000
01-3401-4759-000-000	Misc Rev - Other	500.00	0.00	2,671.51	-2,171.51	534.302
01-3401-4761-000-000	Rec Rev - Basketball	0.00	0.00	0.00	0.00	0.000
01-3401-4762-000-000	Rec Rev - Supervised Play	0.00	0.00	1,800.00	-1,800.00	0.000
01-3401-4764-000-000	Rec Rev - Soccer	20,000.00	0.00	-150.00	20,150.00	-0.750
01-3401-4765-000-000	Rec Rev - Tennis	4,000.00	-75.00	-75.00	4,075.00	-1.875
01-3401-4766-000-000	Rec Rev - Teen Dances	1,500.00	0.00	0.00	1,500.00	0.000
01-3401-4767-000-000	Rec Rev - Adult Softball	13,000.00	815.00	895.00	12,105.00	6.885
01-3401-4768-000-000	Rec Rev - Lacrosse	12,000.00	-30.00	-30.00	12,030.00	-0.250
01-3401-4769-000-000	Rec Rev - Community Activities	5,000.00	0.00	0.00	5,000.00	0.000
01-3501-4704-000-000	Sale of Town Property	55,000.00	0.00	1,892.25	53,107.75	3.440
01-3502-4702-000-000	Bank Charges	-10,000.00	-2,164.17	-9,162.03	-837.97	91.620
01-3502-4703-000-000	Interest on Investments	261,000.00	198.04	17,274.55	243,725.45	6.619
01-3503-4373-000-000	Rents of Town Property	3,000.00	0.00	0.00	3,000.00	0.000
01-3508-4556-000-000	Donations - Police	12,162.51	0.00	13,485.00	-1,322.49	110.873
01-3508-4557-000-000	Donations - Fire	0.00	15.00	7,115.00	-7,115.00	0.000
01-3508-4558-000-000	Donations - Recreation	0.00	0.00	1,365.80	-1,365.80	0.000
01-3508-4559-000-000	Donations - Other	0.00	0.00	1,200.00	-1,200.00	0.000
01-3914-4996-000-000	Voted from Surplus	935,000.00	0.00	0.00	935,000.00	0.000
01-3915-4922-000-000	From Capital Reserve Fund	233,700.00	63,700.00	63,700.00	170,000.00	27.257
01-3939-4999-000-000	Use of Fund Balance	600,000.00	0.00	0.00	600,000.00	0.000
<b>Totals</b>	<b>General Fund</b>	<b>31,763,627.37</b>	<b>908,162.23</b>	<b>29,342,978.79</b>	<b>2,420,648.58</b>	<b>92.379</b>

Run: 6/02/21  
3:50PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 4  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Sewer Fund</b>						
02-3190-4180-000-000	Interest on Sewer Utility	21,000.00	155.45	15,249.44	5,750.56	72.616
02-3190-4181-000-000	Sewer Betterment Interest	500.00	727.76	727.76	-227.76	145.552
02-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	0.000
02-3403-4780-000-000	Sewer Base Charges	555,500.00	0.00	558,793.36	-3,293.36	100.593
02-3403-4781-000-000	Sewer Consumption Charges	628,259.00	0.00	563,022.85	65,236.15	89.616
02-3409-4783-000-000	Sewer Capital Assessment Other Chg	500.00	0.00	0.00	500.00	0.000
02-3500-4773-000-000	Otarnic Pond Betterment Assessment	24,911.00	0.00	24,911.00	0.00	100.000
02-3500-4782-000-000	Sewer Capital Assessment	50,000.00	0.00	35,537.17	14,462.83	71.074
02-3502-4702-000-000	Bank Charges	-3,000.00	0.00	-1,978.94	-1,021.06	65.965
02-3508-4561-000-000	Donations - Sewer	0.00	0.00	30,000.00	-30,000.00	0.000
02-3509-4786-000-000	Sewer - Other Income/(Expenses)	0.00	0.00	-282.55	282.55	0.000
02-3915-4922-000-000	From Capital Reserve Fund	745,000.00	0.00	0.00	745,000.00	0.000
02-3939-4999-000-000	Use of Fund Balance	125,000.00	0.00	0.00	125,000.00	0.000
02-4915-4915-000-000	To Capital Reserve Fund - Sewer	15,000.00	0.00	0.00	15,000.00	0.000
<b>Totals</b>	<b>Sewer Fund</b>	<b>2,162,670.00</b>	<b>883.21</b>	<b>1,225,980.09</b>	<b>936,689.91</b>	<b>56.688</b>

Run: 6/02/21  
3:50PM

**Revenue Report**  
**Month End Revenue**  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 5  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Water Fund</b>						
03-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	5,492.24	4,507.76	54.922
03-3290-4394-000-000	Backflow Testing Fees	25,000.00	3,990.00	35,435.00	-10,435.00	141.740
03-3290-4395-000-000	Water Hookup Fee	20,000.00	800.00	13,405.00	6,595.00	67.025
03-3290-4396-000-000	Water Service Fees	12,000.00	1,205.00	9,148.00	2,852.00	76.233
03-3290-4397-000-000	Shutoff/Reconnect Fee	8,500.00	0.00	1,625.00	6,875.00	19.118
03-3401-4716-000-000	Cash Over/Short	0.00	0.00	11.03	-11.03	0.000
03-3401-4748-000-000	Insurance Reimbursement	0.00	0.00	0.00	0.00	0.000
03-3402-4390-000-000	Rental Fee - Private Hydrant	61,000.00	5,356.47	58,921.17	2,078.83	96.592
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	58,465.80	19,534.20	74.956
03-3402-4392-000-000	Public Fire Protection	224,000.00	19,097.94	207,927.34	16,072.66	92.825
03-3402-4790-000-000	Water Base Charges	955,000.00	80,219.46	883,966.96	71,033.04	92.562
03-3402-4791-000-000	Water Usage Charges	2,122,291.00	135,682.80	2,005,638.22	116,652.78	94.503
03-3402-4792-000-000	Fire Access Charges	199,000.00	16,584.67	195,423.77	3,576.23	98.203
03-3402-4799-000-000	Water Sales to Pennichuck	80,000.00	0.00	10,948.27	69,051.73	13.685
03-3502-4702-000-000	Bank Charges	-2,500.00	0.00	-233.89	-2,266.11	9.356
03-3509-4793-000-000	Other Income - Water	10,000.00	150.00	2,360.20	7,639.80	23.602
03-3915-4922-000-000	From Capital Reserve Fund	0.00	0.00	0.00	0.00	0.000
<b>Totals</b>	<b>Water Fund</b>	<b>3,802,291.00</b>	<b>269,582.54</b>	<b>3,488,534.11</b>	<b>313,756.89</b>	<b>91.748</b>

Run: 6/02/21  
3:50PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 6  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Sr Activities Revolving Fund</b>						
35-3401-4735-000-000	Misc Rev - Senior Activities	0.00	0.00	-5,808.00	5,808.00	0.000
35-3401-4736-000-000	Membership Fees	0.00	0.00	0.00	0.00	0.000
<b>Totals</b>	<b>Sr Activities Revolving Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>-5,808.00</b>	<b>5,808.00</b>	<b>0.000</b>

Run: 6/02/21  
3:50PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 7  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
	<b>Community TV Revolving Fund</b>					
45-3401-4745-000-000	Cable Franchise Fees	0.00	78,329.98	313,876.90	-313,876.90	0.000
<b>Totals</b>	<b>Community TV Revolving Fund</b>	<b>0.00</b>	<b>78,329.98</b>	<b>313,876.90</b>	<b>-313,876.90</b>	<b>0.000</b>

Run: 6/02/21  
3:50PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: May 2021, GL Year 2021

Page: 8  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>EMS Revolving Fund</b>						
50-0000-4729-000-000	EMS - Contracted Services	15,000.00	0.00	20,455.16	-5,455.16	136.368
50-0000-4730-000-000	EMS - 50% Ambulance Billings	430,322.00	0.00	368,875.12	61,446.88	85.721
50-0000-4731-000-000	EMS - 50% Charges on Amb Billings	-22,000.00	0.00	-20,361.54	-1,638.46	92.552
<b>Totals</b>	<b>EMS Revolving Fund</b>	<b>423,322.00</b>	<b>0.00</b>	<b>368,968.74</b>	<b>54,353.26</b>	<b>87.160</b>

**TOWN OF HUDSON  
AUTOMOBILE REGISTRATION BY MONTH  
FISCAL YEARS 2016, 2017, 2018, 2019, 2020, 2021**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
FY2016	\$355,622	\$375,666	\$396,497	\$432,624	\$383,736	\$331,951	\$2,276,095	\$464,698	\$434,255	\$466,096	\$378,514	\$463,070	\$492,415	\$2,699,048	\$4,975,135	\$4,200,000
vs. Budget	8.5%	17.4%	26.9%	37.2%	46.3%	54.2%	54.2%	65.3%	75.6%	86.7%	95.7%	106.7%	118.5%	64.3%	vs. Budget	118.5%
FY2017	\$327,635	\$400,991	\$435,251	\$400,872	\$390,525	\$422,355	\$2,377,628	\$527,661	\$425,856	\$464,481	\$397,461	\$521,282	\$460,464	\$2,797,204	\$5,174,832	\$4,550,000
vs. Budget	7.2%	16.0%	25.6%	34.4%	43.0%	52.3%	52.3%	63.9%	73.2%	83.4%	92.2%	103.6%	113.7%	61.5%	vs. Budget	113.7%
FY2018	\$345,710	\$427,939	\$416,805	\$443,016	\$371,576	\$453,830	\$2,458,875	\$582,567	\$460,122	\$473,141	\$402,980	\$543,706	\$507,592	\$2,970,108	\$5,428,983	\$4,700,000
vs. Budget	7.4%	16.5%	25.3%	34.8%	42.7%	52.3%	52.3%	64.7%	74.5%	84.6%	93.1%	104.7%	115.5%	63.2%	vs. Budget	115.5%
FY2019	\$429,067	\$457,722	\$389,685	\$464,888	\$471,953	\$454,133	\$2,667,448	\$531,274	\$504,668	\$444,548	\$561,605	\$513,577	\$511,323	\$3,066,993	\$5,734,441	\$5,000,000
vs. Budget	8.6%	17.7%	25.5%	34.8%	44.3%	53.3%	53.3%	64.0%	74.1%	83.0%	94.2%	104.5%	114.7%	61.3%	vs. Budget	114.7%
FY2020	\$437,974	\$485,183	\$410,994	\$530,162	\$446,610	\$470,237	\$2,781,159	\$638,551	\$515,784	\$416,309	\$331,136	\$452,398	\$745,339	\$3,099,517	\$5,880,675	\$5,420,000
vs. Budget	8.1%	17.0%	24.6%	34.4%	42.6%	51.3%	51.3%	63.1%	72.6%	80.3%	86.4%	94.7%	108.5%	57.2%	vs. Budget	108.5%
FY2021	\$516,858	\$430,094	\$461,725	\$494,524	\$440,822	\$489,084	\$2,833,106	\$542,186	\$502,930	\$627,048	\$523,883	\$518,796		\$2,714,842	\$5,547,949	\$5,420,000
vs. Budget	9.5%	17.5%	26.0%	35.1%	43.2%	52.3%	52.3%	62.3%	71.6%	83.1%	92.8%	102.4%		50.1%	vs. Budget	102.4%



**TOWN OF HUDSON**  
**GENERAL FUND INTEREST BY MONTH**  
**FISCAL YEARS 2016, 2017, 2018, 2019, 2020, 2021**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
FY2016	\$2,934	\$0	\$2,630	\$417	\$1,262	\$990	\$8,232	\$1,703	\$2,866	\$2,296	\$2,094	\$2,444	\$2,881	\$14,284	\$22,516	\$5,000
vs. Budget	58.7%	58.7%	111.3%	119.6%	144.8%	164.6%	164.6%	198.7%	256.0%	301.9%	343.8%	392.7%	450.3%	285.7%	vs. Budget	450.3%
FY2017	\$6,112	\$0	\$5,786	\$4,242	\$3,440	\$2,256	\$21,836	\$0	\$5,991	\$9,498	\$16,578	\$6,333	\$7,235	\$45,635	\$67,471	\$19,000
vs. Budget	32.2%	32.2%	62.6%	84.9%	103.1%	114.9%	114.9%	114.9%	146.5%	196.4%	283.7%	317.0%	355.1%	240.2%	vs. Budget	355.1%
FY2018	\$14,877	\$14,656	\$7,236	\$4,331	\$9,647	\$6,947	\$57,694	\$16,560	\$18,741	\$14,208	\$15,488	\$19,596	\$16,919	\$101,512	\$159,206	\$25,000
vs. Budget	59.5%	118.1%	147.1%	164.4%	203.0%	230.8%	230.8%	297.0%	372.0%	428.8%	490.8%	569.1%	636.8%	406.0%	vs. Budget	636.8%
FY2019	\$0	\$45,557	\$38,553	\$27,494	\$0	\$46,686	\$158,289	\$45,246	\$52,094	\$42,049	\$0	\$66,149	\$19,534	\$225,072	\$383,361	\$120,000
vs. Budget	0.0%	38.0%	70.1%	93.0%	93.0%	131.9%	131.9%	169.6%	213.0%	248.1%	248.1%	303.2%	319.5%	187.6%	vs. Budget	319.5%
FY2020	\$0	\$42,580	\$39,013	\$33,695	\$24,052	\$13,649	\$152,989	\$6,066	\$35,128	\$32,541	\$8,141	\$5,937	\$21,179	\$108,992	\$261,981	\$361,000
vs. Budget	0.0%	11.8%	22.6%	31.9%	38.6%	42.4%	42.4%	44.1%	53.8%	62.8%	65.1%	66.7%	72.6%	30.2%	vs. Budget	72.6%
FY2021	\$0	\$0	\$12,143	\$0	\$0	\$3,909	\$16,052	\$0	\$611	\$210	\$204	\$198		\$1,223	\$17,275	\$261,000
vs. Budget	0.0%	0.0%	4.7%	4.7%	4.7%	6.2%	6.2%	6.2%	6.4%	6.5%	6.5%	6.6%		0.5%	vs. Budget	6.6%