



TOWN OF HUDSON

Board of Selectmen



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

BOARD OF SELECTMEN MEETING

December 14, 2021

6:30 PM

Board of Selectmen Meeting Room, Town Hall

Agenda

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ATTENDANCE

4. NONPUBLIC SESSION

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

5. PUBLIC INPUT

6. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Resignation

1) Zoning Board of Adjustment - Leo Fauvel - Member term to expire 12/31/23

B. Appointments

Zoning Board of Adjustment (1 member term to expire 12/31/23, 2 member terms to expire 12/31/24, 1 alternate member term to expire 12/31/22 and 1 alternate member term to expire 12/31/22)

1) Marcus Nicholas (incumbent member)

2) Gary Daddario (incumbent member)

3) Normand Martin (incumbent alternate member applying for vacant full member seat which expires 12/31/23)

Conservation Commission (2 alternate member terms to expire 12/31/22 and 12/31/23)

Brian Pinsonneault (interviewed 11/23/21)

7. CONSENT ITEMS

A. Assessing Items

- 1) Solar Exemptions: Map 248, Lot 043, 5 Jeanne Street; Map 253, Lot 050, 54 Schaeffer Circle; Map 129, Lot 088, 25 St. Laurent Drive
- 2) Supplemental Tax Bills: Map 178, Lot 013, Sub 111, 37 Mobile Drive; Map 178, Lot 013, Sub 085, 73 Mobile Drive
- 3) 2021 Supplemental Tax Bill: Map 100, Lot 19, AT&T Communications
- 4) 2021 Property Tax - Supplemental Tax Bill: Map 247, Lot 114, 24 Eayrs Pond Road
- 5) 2021 Supplemental Tax Bill - PILOT Agreement: Map 109, Lot 10, 300 Derry Road - Southern NH Medical Center
- 6) Blind Exemptions: Map 204, Lot 006, Sub 331, 331 Fox Hollow Drive; Map 161, Lot 019, 72 Windham Road
- 7) Disabled Veteran Tax Credit: Map 131, Lot 027, 1 Springwood Circle
- 8) Veteran's Tax Credits: Map 190, Lot 032, 18 Riverside Drive; Map 237, Lot 043, 15 Brook Drive; Map 156, Lot 006, sub 060, 13 Wickford Lane; Map 197, Lot 075, 3 Wyeth Drive; Map 230, Lot 018, 38 Musquash Rd.; Map 184, Lot 032, Sub 048, 107 Brody Lane; Map 116, Lot 069, 25 Stoney Lane; Map 191, Lot 098, 50 Belknop Road; Map 168, Lot 002, Sub 004, 32 Krystal Drive; Map 167, Lot 070, 4 Watts Circle
- 9) All Veteran's Tax Credits: Map 248, Lot 043, 5 Jeanne Street; Map 175, Lot 078, 165 Ferry Street; Map 147, Lot 029, Sub 022, 57 Bowes Circle; Map 177, Lot 005, Sub 177, Lot 005, Sub 074, 13B Intervale Court
- 10) 2021 Property Tax - Supplemental Tax Bill: Map 217, Lot 1, 5 Hunter Lane
- 11) 2021 Property Tax - Supplemental Bill: Map 229, Lot 3, 18 Rena Ave
- 12) 2021 Property Tax - Supplemental Bill: Map 165, Lot 29, 20 Campbello Street

B. Water/Sewer Items

Sewer Abatements

- 1) S-UTL-21-09, 27 Brody Lane, Acct. #6945
- 2) S-UTL-21-10, 8B Flagstone Drive, Acct. #7047
- 3) S-UTL-21-11, 8 Executive Drive, Acct. #5611
- 4) S-UTL-21-12, 28 Derry Lane, Acct. #3956

Water Abatements

- 1) W-UTL-21-08, 87 Barbara Lane, Acct. #3507913204
- 2) W-UTL-21-09, 8 Executive Drive, Acct. #3507885701
- 3) W-UTL-21-10, 28 Derry Lane, Acct. #3507918202

C. Licenses & Permits & Policies

- 1) Readopt Benefit Plan

D. Donations - None

E. Acceptance of Minutes

1) Minutes of November 23, 2021

F. Calendar

12/15	6:00	Library Trustees - Hills Memorial Library
12/15	7:00	Budget Committee - Buxton Meeting Room
12/15	7:00	Planning Board - Hudson Community Center
12/16	7:00	Budget Committee - Buxton Meeting Room
12/16	7:00	Benson Park Committee - HCTV Meeting Room
12/20	7:00	Traffic Advisory Committee - Buxton Meeting Room
12/21	7:00	Municipal Utility Committee - BOS Meeting Room
12/22	7:00	TBD - Budget Committee
12/22	7:00	Planning Board - Buxton Meeting Room
12/24		Town Offices Closed for Christmas
1/05		TBD - Budget Committee
1/06	6:30	Recreation Committee - BOS Meeting Room
1/10	7:00	Cable Utility Committee - HCTV Meeting Room
1/11	7:00	Board of Selectmen - BOS Meeting Room

8. OLD BUSINESS

A. Votes taken after Nonpublic Session on November 23, 2021

- 1) Selectman Roy made a motion, seconded by Selectman Guessferd to approve Jess Forrence's request to buy back 300 hours of earned time. Carried 5-0.
- 2) Selectman Morin made a motion seconded by Selectman Gagnon to retain the services of IT Director Lisa Nute for up to three (3) months starting December 1, 2021 at the rate of \$52.00 per hour without benefits. Carried 5-0.
- 3) Selectman Morin made a motion, seconded by Selectman Gagnon to adjourn at 9:19 p.m. Carried 5-0.

B. Petition Warrant Article - Land Use Change Tax Fund

9. NEW BUSINESS

- A. Public Hearing - Donation of Structure for Benson Dog Park
- B. Public Hearing - Donation of Lunch to Hudson Police Dept.
- C. HPD - Request to Buy Bulletproof Vest
- D. Friar Drive - 8" and 12" Water Main Acceptance
- E. Friar Drive - 8" Sewer Main Acceptance
- F. Friar Drive - Sewer Main and Force Main Acknowledgement
- G. Flagstone Drive Drainage Main Lining
- H. CSI Sewer Main Lining
- I. Lowell Road Bridge Design

- J. HFD - Grant Application - State of NH Governor's Office for Emergency Relief and Recovery
- K. HFD - Grant Application - Assistance to Firefighter's Grant Program
- L. HFD - Grant Application - 2022 Competitive Homeland Security Grant
- M. Voting Locations
- N. FY2023 Default Budgets
- O. Revenues and Expenditures
- P. Petition Zoning Articles
- Q. Letter of Support - Independent Restaurant Coalition
- R. HCTV Camera Operator Hire

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **REMARKS BY SCHOOL BOARD**

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

13. **NONPUBLIC SESSION**

RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. **(b)** the hiring of any person as a public employee. **(e)** Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

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

14. **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, January 6, 2022

Agenda
12-14-21

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DEC 06 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

12/5/2021

Hudson Board of Selectmen

6A

Please accept my resignation as an alternate member of the Planning Board and also as a member of the Zoning Board affective immediately.

Leo Fauvel



TOWN OF HUDSON
Nominations & Appointments/Talent Bank Application Form
(Hudson, NH Residents Only)

Agenda
12-14-21
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TOWN OF HUDSON
SELECTMEN'S OFFICE

6B-1

Date: Dec 3, 2021

Marcus Nicolas 1 Scenic Lane
Name Street Address

(603) 557-0093
Home Phone Number Work Phone Number

Electrical Engineer
Occupation (or former occupation, if retired)

Masters Degree in Computer Engineering
Education/Special Interests

Professional/Community Activities
Be part of and help/contribute to the community
Reason(s) for applying

All members of Zoning Board of Adjustments
Reference(s)

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

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

Circle One

Yes No Hudson Resident

Marcus Nicolas
Signature of Applicant

marcusnicolas1@gmail.com
e-mail address

Agenda
12-14-21

TOWN OF HUDSON
Nominations & Appointments/Talent Bank Application Form
(Hudson, NH Residents Only)

Date: Dec 6, 2021

6B-2

Gary M. Deaddario 148 Wason Rd

Name Street Address

(603) 978-618-1420 603-420-9475

Home Phone Number Work Phone Number

Attorney

Occupation (or former occupation, if retired)

J.D.

Education/Special Interests

Chair - NH Legis Action Comm for Community

Professional/Community Activities

Serve my town

Reason(s) for applying

Current board members / Bruce Buttrick

Reference(s)

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TOWN OF HUDSON
SELECTMEN'S OFFICE

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

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

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Circle One
 Yes No Hudson Resident

[Signature]
Signature of Applicant
gab12191@verizon.net
e-mail address
gdeaddario@meeb.com



How may we help you?

Submission #55

[Print](#) [Resend e-mails](#)

[Previous submission](#)

[Next submission](#)

Submission information

Form: Board & Committee Application

Submitted by Visitor (not verified)

Wed, 12/08/2021 - 5:50pm

75.67.240.209

Date

Wed, 12/08/2021

First Name

Normand

Last Name

Martin

Street Address

3 Edgar Court

Home Phone

6039212388

Work Phone

E-mail Address:

norm91370@msn.com

Education

High School

Occupation (or former occupation if retired)

Customer Service, Sales and Purchasing

Special Interests

Law

Professional/Community Activities

Former Selectman, Current alternate on the ZBA

Reference

Dave Morin, Bruce Buttrick

Reason for Applying

I heard that there was a member who recently resigned from the ZBA as a member and would like to fill his remaining term.

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

Member

Please select area of interest

Zoning Board of Adjustment

Areas of Expertise

Communications

Are you a Hudson, NH resident?

yes

[Previous submission](#)

[Next submission](#)



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Emergency Operations Center



Agenda
11-23-21
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NOV 18 2021
TOWN OF HUDSON
SELECTMENS OFFICE
6B-4

How may we help you?

Submission #54

Print Resend e-mails

[Previous submission](#)

[Next submission](#)

Submission information

Form: Board & Committee Application
Submitted by Visitor (not verified)
Mon, 11/08/2021 - 7:36am
50.225.78.102

Date

Mon, 11/08/2021

First Name

Brian

Last Name

Pinsonneault

Street Address

8 copper hill rd

Home Phone

6039306446

Work Phone

6035943560

E-mail Address:

pinsonneaultb@nashuapd.com

Education

High School Diploma

Occupation (or former occupation if retired)

Program Administrator

Special Interests

Hunting, Outdoor Activities, Conservation

Professional/Community Activities**Reference**

William Collins

Reason for Applying

I'm interested in assisting with continuing the work of protecting the public open spaces and ensuring access and protection of forests and wetlands within the town of Hudson.

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

Alternate

Please select area of interest

Conservation Commission

Areas of Expertise

Other

Are you a Hudson, NH resident?

yes

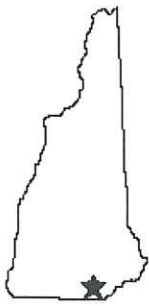
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12 School Street | Hudson, NH 03051 | (603) 886-6000

Agenda
12.14.21



TOWN OF HUDSON

Office of the Assessor



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

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7A-1

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 14, 2021

FROM: Jim Michaud, Chief Assessor

RE: Solar Exemptions:

- 5 Jeanne St. – map 248/ lot 043
- 54 Schaeffer Cir. – map 253/ lot 050
- 25 St. Laurent Dr. – map 129/ lot 088

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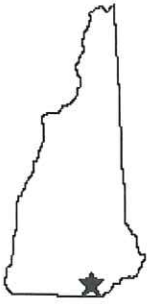
DEC 09 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

I recommend the Board of Selectmen sign the PA-29 form granting Solar Exemptions to the property owners listed below. The Assessing Department has verified that the property owners have solar panels.

- Raymond and Mary Ellen Gourdeau - 5 Jeanne St. – map 248/ lot 043
- Steven and Daniele Lynch - 54 Schaeffer Cir. – map 253/ lot 050
- Douglas and Elizabeth MacKenzie - 25 St. Laurent Dr. – map 129/ lot 088

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



TOWN OF HUDSON

Office of the Assessor

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

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*Agenda
12-14-21*

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7A-2

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 14, 2021

FROM: Jim Michaud, Chief Assessor *JM*

RE: Supplemental Tax Bills:

37 Mobile Dr. – map 178 lot 013 sub 111
73 Mobile Dr. – map 178 lot 013 sub 085

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TOWN OF HUDSON
SELECTMEN'S OFFICE

I recommend the Board sign the attached Supplemental Warrants for proration of property taxes per RSA 72:7-a, 1-a, which a copy of is attached, for the tax year 2021:

SURETTE JOINT REV TRUST
Surette, James and Debra Trustees
73 Mobile Dr.
Hudson, NH 03051

Jacaro N.H., LLC
Po Box 1200
Lynnfield, MA 01940

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:7-a

72:7-a Manufactured Housing. –

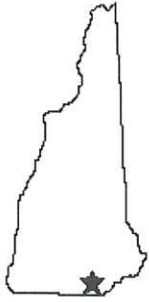
I. Manufactured housing, as defined in RSA 205-A:1, I, suitable for use for domestic, commercial, or industrial purposes is taxable as real estate in the town in which it is located on April 1 in any year if it was brought into the state on or before April 1 and remains here after June 15 in any year; except that manufactured housing as determined by the commissioner of revenue administration, registered in this state for touring or pleasure and not remaining in any one town, city, or unincorporated place for more than 45 days, except for storage only, shall be exempt from taxation. This paragraph shall not apply to manufactured housing held for sale or storage by an agent or dealer.

I-a. Manufactured housing, as defined in RSA 205-A:1, I, suitable for use for domestic, commercial, or industrial purposes is taxable as real estate in the town, city or unincorporated place to which it is brought and located after April 1 and before the following January 1, provided that said manufactured housing remains in said town, city, or unincorporated place for more than 10 weeks, except for storage only, and further provided a tax has not been assessed on it elsewhere in the state for that year. The tax shall be for the pro rata part of the tax year remaining when said manufactured housing became located in the town, city, or unincorporated place. The selectmen or assessors may so require and it shall be an obligation of the owner to file with the selectmen or assessors a true and correct inventory of the property subject to taxation under this paragraph within 15 days of the location of the manufactured housing in such form as the commissioner of revenue administration may prescribe.

II. There shall be a lien for uncollected taxes upon any manufactured housing suitable for use for domestic, commercial or industrial purposes that has been taxed pursuant to paragraphs I and I-a. Said lien shall take precedence over all other liens and encumbrances upon said manufactured housing and shall continue in force until 11/2 years from the assessment of the tax. Such taxes shall be subject to the collection procedures set forth in RSA 80 for real estate taxes.

Source. 1955, 137:1. 1961, 41:1. 1963, 149:1. 1967, 57:1. 1969, 210:1. 1971, 363:1; 367:1, 2. 1973, 123:1; 544:8. 1983, 230:18. 2001, 102:26. 2004, 10:1, eff. April 5, 2004. 2014, 288:2, eff. April 1, 2015.

Agenda
12-14-21



TOWN OF HUDSON

Office of the Assessor



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


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7A-3

TO: Board of Selectmen
Steve Malizia, Town Administrator

December 14, 2021

FROM: Jim Michaud, Chief Assessor 

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TOWN OF HUDSON
SELECTMEN'S OFFICE

RE: 2021 Supplemental Tax Bill
Map 100 Lot 19 – AT & T Communications

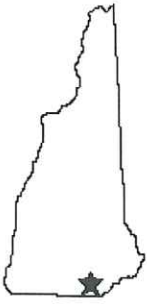
The Town's public utility valuation contractor, George E. Sansoucy PE LLC, has discovered poles and conduits located in Hudson that are owned by AT & T Communications. The Town had already submitted its MS1 document of valuation to the NHDRA and this account was not in the system in time for the final 2021 property tax bill. The attached supplemental tax bill, in accordance with RSA 76:14 Correction of Omissions, or Improper Assessment, corrects and bills AT & T Communications on their property.

Motion:

To approve a supplemental tax bill for the 2021 tax year for AT & T Communications, Tax Map 100 Lot 19 as recommended by the Chief Assessor.

Cc: File

2021ATTSupplementalTaxBill



TOWN OF HUDSON

Office of the Assessor

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

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Agenda
12-14-21

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7A-4

To: Board of Selectmen
Steve Malizia, Town Administrator

December 14, 2021

From: Jim Michaud, Chief Assessor

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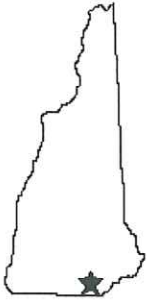
TOWN OF HUDSON
SELECTMEN'S OFFICE

Re: 2021 property tax - supplemental tax bill
Map 247 Lot 114 – 24 Eayrs Pond Road

The above property incorrectly received a Veteran's Tax Credit (\$600.00) for the 2021 property tax year. The Assessing Department was not notified until recently that the qualifying owner had passed away in March 2021, before the April 1 2021 assessment date; as such, there are no qualifying owners of this property who are veterans nor surviving spouse thereof, thus no veteran's tax credit can be sustained on the property for the 2021 property tax year. The attached supplemental tax bill corrects for the above, the property owner's estate has been contacted in regards to this matter. The statutory references for the disqualification from the tax credit program are found under RSA 72:33 I, for supplemental tax bills the statutory cite is RSA 76:14.

Motion: To approve a supplemental tax bill for 2021 tax year property taxes for Map 247 Lot 114, 24 Eayrs Pond Rd, as attached, as recommended by the Chief Assessor.

2021SuppBill24EayrsPondRd



TOWN OF HUDSON

Office of the Assessor

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

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*Agenda
12-14-21*

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7A-5

TO: Board of Selectmen
Steve Malizia, Town Administrator

December 14, 2021

FROM: Jim Michaud, Chief Assessor 

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TOWN OF HUDSON
SELECTMEN'S OFFICE

RE: 2021 Supplemental Tax Bill – PILOT Agreement
Map 109 Lot 10 – 300 Derry Road - Southern NH Medical Center

The BOS and Southern NH Medical Center re-entered into a written PILOT (Payment In Lieu of Taxes) agreement on June 9, 2020 that allows for a modified property tax assessment, and tax bill, to be issued to Southern NH Medical Center. The 2021 tax rate of \$21.67 is multiplied by 37% to arrive at the modified tax rate of \$8.02. The assessed value of \$2,563,000 is multiplied by 66.67% to arrive at a modified assessed value of \$1,708,752. The attached supplemental tax bill uses those calculations to arrive at the agreed upon PILOT bill for this property. This initiative represents approx. \$13,704.19 in 2021 tax dollars that the Town would not normally have been eligible for.

Motion:

To approve a supplemental tax bill for the 2021 tax year for Southern New Hampshire Medical Center property located at 300 Derry Road, Tax Map 109 Lot 10 as recommended by the Chief Assessor.

Cc: File

2021SNHMCPILOTTaxBillBosMemo

Agenda 12-14-21



TOWN OF HUDSON

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7A-6

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 14, 2021

FROM: Jim Michaud, Chief Assessor 

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TOWN OF HUDSON
SELECTMEN'S OFFICE

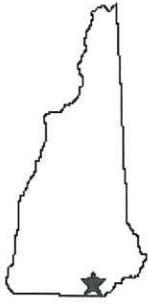
RE: Blind Exemptions:

331 Fox Hollow Dr. – map 204/ lot 006/ sub 331
72 Windham Rd. – map 161/ lot 019

I recommend the Board of Selectmen sign the PA-29 form granting Blind Exemptions to the property owners listed below. The Assessing Department has verified that the property owners have the proper documentation from the State of NH to qualify for this exemption.

Harry Everett - 331 Fox Hollow Dr. – map 204/ lot 006/ sub 331
Richard Breault - 72 Windham Rd. – map 161/ lot 019

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



TOWN OF HUDSON

Office of the Assessor

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

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A. Gaudin
12-14-21

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7A-7

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 14, 2021

FROM: Jim Michaud, Chief Assessor *[Signature]*

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TOWN OF HUDSON
SELECTMEN'S OFFICE

RE: Disabled Veteran Tax Credit:

1 Springwood Cir. – map 131/ lot 027

I recommend the Board of Selectmen sign the PA-29 forms granting a Disabled Veteran Tax Credit to the property owner listed below. The resident has provided documentation verifying that they do qualify for this credit.

Michael Daly - 1 Springwood Cir. – map 131/ lot 027

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

Approved
12-14-21



TOWN OF HUDSON

Office of the Assessor



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

www.hudsonnh.gov

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7A-8

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 14, 2021

FROM: Jim Michaud, Chief Assessor *JM*

RE: Veteran Tax Credits:

- 18 Riverside Dr. – map 190/ lot 032
- 15 Brook Dr. – map 237/ lot 043
- 13 Wickford Ln. – map 156/ lot 006/ sub 060
- 3 Wyeth Dr. – map 197/ lot 075
- 38 Musquash Rd. – map 230/ lot 018
- 107 Brody Ln. – map 184/ lot 032/ sub 048
- 25 Stoney Ln. – map 116/ lot 069
- 50 Belknap Rd. – map 191/ lot 098
- 32 Krystal Dr. – map 168/ lot 002/ sub 004
- 4 Watts Cir. – map 167/ lot 070

RECEIVED

DEC 09 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

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

- Terron Thomas - 18 Riverside Dr. – map 190/ lot 032
- Kevin Parillo - 15 Brook Dr. – map 237/ lot 043
- John Carson - 13 Wickford Ln. – map 156/ lot 006/ sub 060
- Harold Devlin - 3 Wyeth Dr. – map 197/ lot 075
- Michael Barretto Jr. - 38 Musquash Rd. – map 230/ lot 018
- Gene Stringer - 107 Brody Ln. – map 184/ lot 032/ sub 048
- Raymond Massung Jr. - 25 Stoney Ln. – map 116/ lot 069
- Kelly Rucko-Scaduto - 50 Belknap Rd. – map 191/ lot 098
- Kenneth Gist - 32 Krystal Dr. – map 168/ lot 002/ sub 004
- Lawrence Torre – 4 Watts Cir. – map 167/ lot 070

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



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



Agenda
12-14-21

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

7A-9

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 14, 2021

FROM: Jim Michaud, Chief Assessor

RECEIVED

RE: All Veterans Tax Credits:

DEC 09 2021

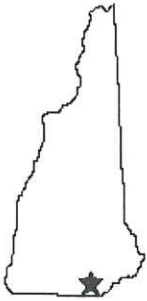
TOWN OF HUDSON
SELECTMEN'S OFFICE

- 5 Jeanne St. – map 248/ lot 043
- 165 Ferry St. – map 175/ lot 078
- 57 Bowes Cir. – map 147/ lot 029/ sub 022
- 13B Intervale Ct. – map 177/ lot 005/ sub 074

I recommend the Board of Selectmen sign the PA-29 forms granting All Veterans Tax Credits to the property owners listed below. The residents have each provided a copy of their DD-214 verifying that they qualify for the credit.

- Mary Ellen Gourdeau - 5 Jeanne St. – map 248/ lot 043
- Vernon Francis - 165 Ferry St. – map 175/ lot 078
- John Sholl - 57 Bowes Cir. – map 147/ lot 029/ sub 022
- Mark Dayton - 13B Intervale Ct. – map 177/ lot 005/ sub 074

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



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov




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

7A-10

To: Board of Selectmen
Steve Malizia, Town Administrator

December 14, 2021

From: Jim Michaud, Chief Assessor 

Re: 2021 property tax - supplemental tax bill
Map 217 Lot 1 – 5 Hunter Lane

The above property incorrectly received a Veteran's Tax Credit (\$600.00) for the 2021 property tax year. The Assessing Department was not notified until recently that the qualifying owner had passed away in November 2019, before the April 1 2021 assessment date; as such, there are no qualifying owners of this property who are veterans nor surviving spouse thereof, thus no veteran's tax credit can be sustained on the property for the 2021 property tax year. The attached supplemental tax bill corrects for the above, the new property owner's have been contacted in regards to this matter. The statutory references for the disqualification from the tax credit program are found under RSA 72:33 I, for supplemental tax bills the statutory cite is RSA 76:14.

Motion: To approve a supplemental tax bill for 2021 tax year property taxes for Map 217 Lot 1, 5 Hunter Lane, as attached, as recommended by the Chief Assessor.

2021SuppBill15HunterLane



TOWN OF HUDSON
Office of the Assessor

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

www.hudsonnh.gov

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SELECTMEN'S OFFICE




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7A-11

To: Board of Selectmen
Steve Malizia, Town Administrator

December 14, 2021

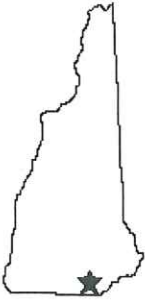
From: Jim Michaud, Chief Assessor 

Re: 2021 property tax - supplemental tax bill
Map 229 Lot 3 – 18 Rena Ave

The above property incorrectly received a Veteran's Tax Credit (\$600.00), as well as a Disabled Veteran's Credit (\$3,000.00) for the 2021 property tax year. The Assessing Department was not notified until recently that the qualifying owner had passed away in October 2018, before the April 1 2021 assessment date; as such, there are no qualifying owners of this property who are veterans nor surviving spouse (passed away 2015) thereof, thus no veteran's tax credits can be sustained on the property for the 2021 property tax year. The attached supplemental tax bill corrects for the above, the property owner's estate has been contacted in regards to this matter. The statutory references for the disqualification from the tax credit program are found under RSA 72:33 I, for supplemental tax bills the statutory cite is RSA 76:14.

Motion: To approve a supplemental tax bill for 2021 tax year property taxes for Map 229 Lot 3, 18 Rena Ave, as attached, as recommended by the Chief Assessor.

2021SuppBill18RenaAve



TOWN OF HUDSON

Office of the Assessor

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

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7A-12

To: Board of Selectmen
Steve Malizia, Town Administrator

December 14, 2021

From: Jim Michaud, Chief Assessor 

Re: 2021 property tax - supplemental tax bill
Map 165 Lot 29 – 20 Campbello Street

The above property incorrectly received a Disabled Veterans Tax Credit (\$3,000.00) for the 2021 property tax year. The Assessing Department was not notified until recently that the qualifying owner had passed away in March 2020, before the April 1 2021 assessment date; as such, there are no qualifying owners of this property who are disabled veterans nor a surviving spouse as an owner of the property, thus no disabled veteran's tax credit can be sustained on the property for the 2021 property tax year. The attached supplemental tax bill corrects for the above, the current property owners have been contacted in regards to this matter. The attached also does take into account the BOS approval on 11/23/21 of the late filing of a regular veterans tax credit of \$600.00, which reduces the supplemental tax bill to \$2,400.00. The statutory references for the disqualification from the tax credit program are found under RSA 72:33 I, for supplemental tax bills the statutory cite is RSA 76:14.

Motion: To approve a supplemental tax bill for 2021 tax year property taxes for Map 165 Lot 29, 20 Campbello Street, as attached, as recommended by the Chief Assessor.

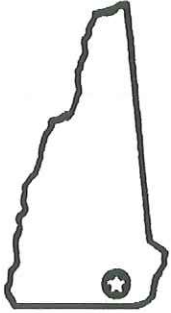
2021SuppBill20CampbelloSt

TOWN OF HUDSON
Sewer Utility Department

Agenda
12-14-21

12 School Street Hudson, New Hampshire 03051 (603-886-6029)

7B



RECEIVED
DEC 08 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE



December 8, 2021

IN ACCORDANCE WITH ORDINANCE 092-13, the Municipal Utility Committee recommends to the Board of Selectmen that the following application(s) for abatement(s) of sewer utility charges be **APPROVED**:

S-UTL-21-09 (10/05/21) Town/Melo, 27 Brody Lane. m/l 184/032/086 Acct. #6945

This property and another incorrectly shared the same meter information in Munismart and both were billed for the same usage. We got an inside read for this property and found it to be overbilled by 409 units. Abatement request \$486.91 (409 x 1.1905). This is the sewer side of an approved water abatement W-UTL-21-07.

Motion made by Dawn Lavacchia; second by Bill Abbott "to recommend the Board of Selectmen approve abatement S-UTL-22-09 in the amount of \$486.91 for the reason given." Motion carried.

S-UTL-22-10 (11/08/21) Town/RH Flagstone 8 B Flagstone Dr. m/l 222/005 Acct. #7047

The water readings for the second quarter sewer bill came in at 23 units but the bill was calculated at 251 units resulting in an overbilling of 228 units. Abatement request \$271.43 (228 x 1.1905).

Motion made by Dawn Lavacchia; second by Bill Abbott "to recommend the Board of Selectmen approve abatement S-UTL-22-10 in the amount of \$271.43 for the reason given." Motion carried.

S-UTL-22-11 (11/22/21) Town / Nash Family Inv. 8 Executive Dr m/l 216/009 Acct. #5611

The water use was overestimated by 70 units. We thought there was a faulty water meter but the building was actually vacant after a tenant move. Abatement request \$83.34 (70 x 1.1905). This is the sewer side of Water Utility abatement W-UTL-21-09.

Motion made by Dawn Lavacchia; second by Bill Abbott "to recommend the Board of Selectmen approve abatement S-UTL-22-11 in the amount of \$83.34 for the reason given." Motion carried.

S-UTL-22-12 (11/24/21) Town/Greer 28 Derry Lane m/l 147/029/000 Acct. #3956

The water use was estimated because the owner would not allow installation of an MIU radio reader outside their home used to provide water meter readings. We recently got an inside meter read and request an abatement of \$120.24 for overestimating 101 units (101 x 1.1905). This is the sewer side of Water Utility abatement W-UTL-21-10.

Motion made by Dawn Lavacchia; second by Bill Abbott "to recommend the Board of Selectmen approve abatement S-UTL-22-12 in the amount of \$120.24 for the reason given." Motion carried.

APPROVED:

Date _____

Town of Hudson Board of Selectmen



TOWN OF HUDSON Water Utility

RECEIVED

DEC 09 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

Agenda
12-14-21



7B-2

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

December 8, 2021

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

APPROVED:

W-UTL-21-08 (10/14/2021) Sterling & Sara Stauch Acct # 3507913204

The Municipal Utility requests abatement on the basis that customer was billed in error because of over estimating the water usage due to no reads. The committee recommends abatement in the amount of \$125.40.

The Committee voted to recommend approval of this abatement due to over estimating the water bills.

W-UTL-21-09 (11/19/2021) Nash Family Acct # 3507885701

The Municipal Utility requests abatement on the basis that customer was billed in error because of over estimating the water usage due to no reads. The committee recommends abatement in the amount of \$231.00

The Committee voted to recommend approval of this abatement due to over estimating the water bills.

W-UTL-21-10 (11/23/2021) Robert Greer Acct # 3507918202

The Municipal Utility requests abatement on the basis that customer was billed in error because of over estimating the water usage due to no reads. The committee recommends abatement in the amount of \$333.30.

The Committee voted to recommend approval of this abatement due to over estimating the water bills.

Date: _____



TOWN OF HUDSON
Finance Department



Agenda
12-14-21

7C

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

To: Steve Malizia, Town Administrator

From: Lisa Labrie, Finance Director *YLL*

Date: December 9, 2021

Subject: Readopt Benefit Plan

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

Effective in January 1991 the Town implemented a cafeteria plan pursuant to Section 125 of the IRS code. Our health insurance vendor, HealthTrust, previously created a document to outline this plan. The plan is intended to qualify as a cafeteria plan under Code section 125. The plan shall consist of an Adoption Agreement, the IRS Section 125 Flexible Benefits Plan Document and a Services Agreement. This benefit plan outlines the benefits that we are currently offering and is effective January 1, 2022. This plan document will need to be readopted every year. This benefit plan allows the following tax advantages:

1. To deduct health insurance premiums on a pre-tax basis
2. To allow pre-tax flexible spending account for qualifying medical expenses
3. To allow pre-tax flexible spending account for qualifying dependent care expenses

These documents were previously reviewed by the Town Administrator. The full document plan is available in the office for your review.

Motion:

To readopt the Benefit Plan and authorize the Town Administrator to sign the Adoption Agreement on behalf of the Board effective January 1, 2022.



**AMENDMENT TO SECTION 125 FLEXIBLE BENEFITS PLAN ADOPTING CERTAIN
TEMPORARY COVID-19 RELIEF**

**Re: Health FSA Carryover Limit,
Health FSA and DCAP Grace Period Extension,
Dependent Care Assistance Program Age Limit,
Mid-Year Election Changes, and /or
Health FSA Spend Down for Terminated FSA Plan Participants**
Available pursuant to: the Taxpayer Certainty and Disaster Tax Relief Act of 2020, IRS Notice 2020-29
and IRS Notice 2021-15

The Employer hereby amends its Section 125 Flexible Benefits Plan as follows and in accordance with (A) Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 (the Act), recently enacted as Division EE of the Consolidated Appropriations Act, 2021, Pub. L. 116-260, 134 Stat. 1182 (Dec. 27, 2020), (B) IRS Notice 2020-29, and/or (C) IRS Notice 2021-15, each of which provide temporary special rules for health flexible spending arrangements (Health FSAs) and dependent care assistance programs (DCAPs) under § 125 cafeteria plans.

This amendment supersedes normal operations and any conflicting terms in the Employer's existing Section 125 Flexible Benefits Plan (including the Plan Document and the Adoption Agreement) for the duration of the period for which the Employer has adopted the Temporary COVID-19 relief pursuant to this amendment.

Any paragraph below that includes a check box must have its box checked for the paragraph to be adopted as part of this amendment. If a paragraph that includes a checkbox is not checked, such paragraph is not part of this amendment and the Temporary COVID-19 relief provided for in such paragraph will not be available under the Employer's Section 125 Flexible Benefits Plan.

Temporary Increased Carryover

1. [Health FSA] The Employer hereby adopts the Carryover Relief permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective for the 2020 and 2021 Plan Years ONLY amends the Plan by inserting the following new subsection at the end of the Section 6.07 of the Plan Document:

Notwithstanding any provision to the contrary, for the 2020 and 2021 Plan Years only the unlimited Carryover permitted pursuant to Sections 214(a) and (b) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply.

Effective January 1, 2020

Effective January 1, 2021

2. [HSA-Compatible Health FSA] With respect to its HSA-Compatible FSAs, the Employer hereby adopts the Carryover Relief permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective for the 2020 and 2021 Plan Years ONLY amends the Plan by inserting the following new subsection at the end of the Section 7.07 of the Plan Document:

Notwithstanding any provision to the contrary, for the 2020 and 2021 Plan Years only the unlimited Carryover permitted pursuant to Sections 214(a) and (b) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply.

Effective January 1, 2020

Effective January 1, 2021

Temporary Extended Grace Periods:

3. **[Health FSA] The Employer hereby adopts the Extended Grace Period Relief permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective for the 2020 and 2021 Plan Years ONLY amends the Plan Document by inserting the following new subsection to the end of Section 6.06 of the Plan Document:**

Notwithstanding any provision to the contrary, for the 2020 and Plan Years only, the twelve (12) month Extended Grace Period permitted pursuant to Section 214(c)(1) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply.

Effective January 1, 2020

Effective January 1, 2021

4. **[HSA-Compatible Health FSA] The Employer hereby adopts the Extended Grace Period Relief permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective for the 2020 and 2021 Plan Years ONLY amends the Plan Document by inserting the following new subsection to the end of Section 7.06 of the Plan Document:**

Notwithstanding any provision to the contrary, for the 2020 and Plan Years only, the twelve (12) month Extended Grace Period permitted pursuant to Section 214(c)(1) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply.

Effective January 1, 2020

Effective January 1, 2021

5. **[DCAP] The Employer hereby adopts the Extended Grace Period Relief permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective for the 2020 and 2021 Plan Years ONLY and amends the Plan Document by inserting the following new subsection to the end of Section 8.06 of the Plan Document:**

Notwithstanding any provision to the contrary, for the 2020 and 2021 and Plan Years Only, the twelve (12) month Extended Grace Period permitted pursuant to Section 214(c)(1) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply.

Effective January 1, 2020

Effective January 1, 2021

Temporary Special Age-Limit Relief—DCAP Only

6. **[DCAP] For plans with a DCAP, the Employer hereby adopts for the 2020 Plan Year ONLY the Special Age-Limit Relief permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective January 1, 2020, amends the Plan Document by inserting the following new subsection at the end of Section 8.05 of the Plan Document:**

Notwithstanding any provision to the contrary, for the 2020 Plan Year Only, the Special Age-Limit Relief provided in Section 214(d) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply. This relief permits reimbursement of Qualifying Dependent Care Expenses for a Dependent under the age of 14 for the 2020 Plan Year, except that the amount which may be reimbursed in the 2020 Plan Year for a Dependent under age 14 but over the age of 13 is limited the amount of unused balance in the DCAP Account from the 2020 Plan Year. If the Participant has an unused balance from the 2020 Plan Year, this relief permits reimbursement of Qualifying Dependent Care Expenses for a Dependent under the age of 14 for the 2021 Plan Year, except that the amount which may be reimbursed in the 2021 Plan Year for a Dependent under age 14 but over the age of 13 is limited to the amount of unused balance in the DCAP Account from the 2020 Plan Year.

Temporary Mid-Year Election Changes for Plan Year 2020

7. [Health FSA, HSA-Compatible Health FSA and DCAP] The Employer hereby adopts for the 2020 Plan Year **ONLY** the Mid-Year Election Changes Relief permitted pursuant to IRS Notice 2020-29 which allows for prospective, mid-year election changes made during the 2020 calendar year and effective January 1, 2020, amends the Plan Document by inserting the following new paragraph to the end of Section 4.03:

Notwithstanding any provision to the contrary, for the 2020 Plan Year Only, the Mid-Year Election Changes Relief permitted pursuant to IRS Notice 2020-29 shall apply. A Participant may make no more than one [insert number] of such election changes in each of any applicable Health FSA, HSA-Compatible Health FSA and DCAP account and such election changes must be made no later than July 9, 2020 [insert date – which must be between January 1, 2020 and December 31, 2020].

Effective January 1, 2020

Temporary Mid-Year Election Changes for Plan Year 2021

8. [Health FSA, HSA-Compatible Health FSA and DCAP] The Employer hereby adopts for the 2021 Plan Year **ONLY** the Mid-Year Election Changes Relief permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 which allows for prospective, mid-year election changes made during the 2021 calendar year and effective January 1, 2021, amends the Plan Document by inserting the following new paragraph to the end of Section 4.03:

Notwithstanding any provision to the contrary, for the 2021 Plan Year Only, the Mid-Year Election Changes Relief permitted pursuant to Sections 214(e) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply. A Participant may make no more than _____ [insert number] of such election changes in each of any applicable Health FSA, HSA-Compatible Health FSA and DCAP account and such election changes must be made no later than _____ [insert date – which must be between January 1, 2021 and December 31, 2021].

Effective January 1, 2021

Temporary Health FSA Spend Down for Employees who Terminate Participation in the Health FSA

9. [Health FSA] The Employer hereby adopts for the 2021 Plan Year only the Post-Termination Reimbursements Relief from Health FSAs permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective January 1, 2021, amends the Plan Document by adding the following new paragraph to the end of Section 6.09:

Notwithstanding any provision to the contrary, the Post-Termination Reimbursements from Health FSAs Relief permitted pursuant to Section 214(c)(2) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply. This relief is available **ONLY** to employees who terminate participation in the Health FSA during calendar year 2021. Any unused contributions made by the Participant that remain in a Participant's Health FSA on the date of his or her termination of participation in the Health FSA shall be available to the Participant to reimburse the Participant for expenses incurred during the remainder of the Plan Year in which they terminated and any applicable grace periods.

Effective January 1, 2021

10. [HSA-Compatible Health FSA] The Employer hereby adopts for the 2021 Plan Year only the Post-Termination Reimbursements Relief from Health FSAs permitted pursuant to Section 214 of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and, effective January 1, 2021, amends the Plan Document by inserting the following new paragraph to the end of Section 7.08:

Notwithstanding any provision to the contrary, the Post-Termination Reimbursements from Health FSAs Relief permitted pursuant to Section 214(c)(2) of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 shall apply. This relief is available ONLY to employees who terminate participation in the HSA-Compatible Health FSA during calendar year 2021. Any unused contributions made by the Participant that remain in a Participant's HSA-Compatible Health FSA on the date of his or her termination of participation in the HSA-Compatible Health FSA shall be available to the Participant to reimburse the Participant for expenses incurred during the remainder of the Plan Year in which they terminated and any applicable grace periods.

Effective January 1, 2021

Except as stated in this Amendment, all other provisions of the Employer's Section 125 Flexible Benefits Plan and the applicable Adoption Agreement shall remain in full force and effect.

The Employer has caused this Amendment to be executed by a duly authorized agent, to be effective as set forth in each paragraph above.

TOWN OF HUDSON:

Signature: _____

Print Name: _____

Title/Position: _____

Date: _____

TOWN OF HUDSON
SECTION 125 FLEXIBLE BENEFITS PLAN
ADOPTION AGREEMENT

**TOWN OF HUDSON
ADOPTION AGREEMENT
SECTION 125 FLEXIBLE BENEFITS PLAN**

The undersigned adopting Employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, the related Section 125 Flexible Benefits Plan Document and any related Appendices and Addendums. Unless otherwise indicated, all Section references are to Sections in the Section 125 Flexible Benefits Plan Document.

EMPLOYER AND PLAN ADMINISTRATOR INFORMATION

1. Name of adopting Employer (Plan Sponsor): Town of Hudson
2. Address: 12 School Street
3. City: Hudson
4. State: NH
5. Zip: 03051
6. Phone number: (603) 595-6518
7. Fax number: (603) 816-1294
8. Plan Sponsor EIN: 02-6000421
9. Entity Type:
 - a. Government Entity or Agency
 - b. Other:
10. Plan Administrator:
 - a. Employer (Plan Sponsor)
 - b. Other: _____
11. Additional Participating Employers: N/A
12. HIPAA Compliance - Person(s) Authorized to Access PHI. In accordance with and subject to HIPAA and Section 18.02, only the following employees, classes (titles) of employees or other persons under the control of the Employer may be given access to Protected Health Information ("PHI") by the Employer internally for purposes of administering this Plan:

Titles of Employees

Human Services Specialist

Town Accountant

Senior Accounting Clerk

Finance Director

NOTE: Notwithstanding the above list of authorized employees, the FSA Administrator will only release PHI to persons otherwise authorized to receive PHI in accordance with the HIPAA Privacy policies of the FSA Administrator.

PLAN INFORMATION

A. GENERAL INFORMATION AND DEFINITIONS

1. Plan Number: N/A
2. Plan Name: Town of Hudson Section 125 Flexible Benefits Plan
3. Effective Dates:
 - a. Original effective date of Plan: 1/1/1991
 - b. Effective Date of Current Plan Document and Adoption Agreement: 1/1/2022 ("Effective Date")
 - This is a restatement of a previously-adopted plan document.

4. **Plan Year:**

- a. Plan Year means each 12-consecutive month period ending on 12/31 (e.g. 6/30 or 12/31).
- b. The Plan has a short Plan Year. The short Plan Year begins N/A and ends on N/A. Any special provisions regarding a short Plan Year shall be placed in the Addendum to the Adoption Agreement.

5. **Plan Benefits.** The following Benefits are available under the Plan:

- a. Premium Conversion Account
- b. General Purpose Health Flexible Spending Account
- c. Limited Purpose HSA-Compatible Health Flexible Spending Account
- d. Dependent Care Assistance Plan Account
- e. Health Savings Account (HSA) Contributions
- f. Non-Elective Employer Contributions and/or Flex Credits
- g. Cash Opt-out

B. ELIGIBILITY

Eligible Employees

The following eligibility requirements apply in determining Eligible Employees with respect to Benefits selected in A.5 above.

- 1. **Premium Conversion Account and/or Cash Opt-Out Benefit(s) Eligibility** - The eligibility requirements for participating in the medical, dental, or other plan for which Premium Conversion Account and/or a Cash Opt-Out Benefit is available are as detailed in the specific Contract documents applicable to such plan (such as certificate of coverage, enrollment form, personnel policy, etc.).
- 2. **Health FSA Eligibility*** - The following classes of Employees who are eligible for the Employer's group medical plan coverage are also eligible for participation in the General Purpose Health FSA or Limited Purpose Health FSA (if offered by Employer and Employee is enrolled in a High Deductible Health Plan and contributing to an HSA).

All Employees eligible for Employer's medical plan coverage in the following classes:

Employee Class Description and Eligibility Begins

All employees eligible for group medical plan coverage. - First of the month following date of hire.

**Employees who are participating in an HSA-compatible High Deductible Health Plan and contributing to an HSA are not eligible to participate in the General Purpose Health FSA, but may be eligible to participate in the Limited Purpose Health FSA if offered by the Employer.*

- 3. **DCAP Account Eligibility** - The following classes of Employees are eligible for participation in the DCAP Account:

Employee Class Description and Eligibility Begins

All employees eligible for group medical plan coverage. - First of the month following date of hire.

- 4. **HSA Contributions** - Employees participating in an HSA-compatible High Deductible Health Plan who are eligible to make HSA Contributions.

- 5. **Excluded Employees** - Describe any additional exclusions or modifications to the definition of the term "Eligible Employee" for the specified Plan Benefit not already included in B.1-B.4 above: N/A

Leave of Absence under FMLA

- 6. If a Participant takes a **paid** leave of absence under FMLA, the Participant (**select at least one**):
 - a. Shall continue coverage with respect to the health Benefits under the Plan (e.g., Premium Conversion Account, General Purpose Health FSA, and Limited Purpose Health FSA) to the extent eligibility for such Benefit is not otherwise affected (and provided Participants on paid non-FMLA leave are required to continue such coverage). The Participant's contributions shall be made by the method normally used by the Employer during any paid leave (e.g. on a pre-tax basis by salary reduction as if the leave was not taken).
 - b. May elect to revoke coverage with respect to the health Benefits under the Plan (i.e., Premium Conversion Account, General Purpose Health FSA, and Limited Purpose Health FSA), which will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
- 7. If a Participant takes an **unpaid** leave of absence under FMLA, the Participant shall have the right to continue health Benefits (e.g., Premium Conversion Account, General Purpose Health FSA, and Limited Purpose Health FSA) under the Plan and make Participant contributions in accordance with B.8 below. Alternatively, the Participant may elect the following with respect to the health Benefits under the Plan (**select at least one**):

- a. Revoke coverage, which will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
 - b. Continue coverage but discontinue payment of his or her contribution for the period of the FMLA leave of absence. If a Participant discontinues payment, the Employer may recover the Participant's suspended contributions when the Participant returns to work from the FMLA leave of absence in accordance with B.8c below.
8. A Participant who continues coverage for Benefits while on **unpaid** FMLA leave of absence may make contributions for such Benefits by one of the following methods (or a combination of the following methods as agreed upon with the Employer) (**select at least one**):
- a. **Pre-pay.** Pre-pay on a pre-tax (to the extent permissible under Code section 125) or after-tax basis, prior to commencement of the FMLA leave of absence period, the contributions due for the FMLA leave of absence period.
 - b. **Pay-as-you-go.** Pay on an after-tax basis the same schedule as payments would have been made if the Participant were not on a leave of absence or if contributions were being made under COBRA.
 - c. **Catch-up.** To the extent agreed in advance, the Participant will repay amounts advanced by the Employer to the Plan on behalf of the Participant upon the Participant's return from the FMLA leave of absence.

NOTE: B.8a may only be elected together with B.8b or B.8c.

NOTE: B.8b must be elected if available for non-FMLA leaves of absence.

NOTE: B.8c may only be elected together with B.8a and/or B.8b unless it is the only option available to Participants on a non-FMLA leave of absence.

9. In addition to the rights of a Participant to continue health Benefits under the Plan while on FMLA leave, a Participant:
- a. May continue coverage for **non-health Benefits** (e.g. DCAP Account) under the Plan, in accordance with the Employer's established policy for providing such Benefits when a Participant is on non-FMLA leave (paid or unpaid).
 - b. May not continue coverage for **non-health Benefits** under the Plan, in accordance with the Employer's established policy regarding eligibility for Benefits when a Participant is on non-FMLA leave (paid or unpaid).

Non-FMLA Leave of Absence

10. If a Participant takes a non-FMLA leave of absence (whether paid or unpaid), the Participant shall continue Benefits under the Plan unless they otherwise qualify to make a change in election in accordance with Article 4 (e.g. due to loss of eligibility or other change in status). In the case of paid leave, the Participant's contributions for such Benefits shall be made by the method normally used by the Employer during any paid leave (e.g. on a pre-tax basis by salary reduction as if the leave was not taken). In the case of unpaid leave, the Participant's contributions shall be made in the same manner as set forth in B.8 for unpaid FMLA leave of absence.

Termination of Participation

11. If a Participant remains an Employee but is no longer an Eligible Employee, his or her participation in the Plan shall terminate: In accordance with the relevant Plan provisions for the applicable Benefit.

Reemployment

12. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee within 30 days after Termination:
- a. the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
 - b. the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
13. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days after Termination:
- a. the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
 - b. the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
 - c. the Eligible Employee may elect to reinstate the Benefit election in effect at the time of Termination or make a new election under the Plan

C. PARTICIPATION ELECTIONS

Rules regarding Participant elections including the effect of any failure to elect or change in status events are as set forth in the relevant Sections of the Plan Document.

D. PREMIUM CONVERSION ACCOUNT

NOTE: If Premium Conversion Account is not a selected Benefit under A.5a, this Section D is disregarded.

- 1. If Premium Conversion Accounts are allowed under the Plan, select the types of Contracts with respect to which a Participant may contribute under Section 5.04:
 - a. Employer Medical Plan
 - b. Employer Dental Plan
 - c. Employer Short-Term Disability Plan
 - d. Employer Long-Term Disability Plan
 - e. Employer Group Term Life Plan (up to \$50,000)
 - f. Individually-Owned Dental
 - g. Individually-Owned Vision
 - h. Individually-Owned Disability
 - i. Other:

NOTE: "Nonqualified benefits" as defined in IRC Section 125(f) and/or IRS Proposed Regulation Section 1.125-1(q) are not permitted in an IRC Section 125 cafeteria plan and are not offered through this Plan. Such nonqualified benefits include, but are not limited to, elective deferrals to a Section 403(b) plan and group term life insurance for an individual other than the employee.

Contributions

- 2. Participant elections will be automatically adjusted for changes in the cost of Employer-sponsored Contracts pursuant to the terms of Treas. Reg. 1.125-4(f)(2)(i).

Non-Tax Dependent Coverage as Taxable Benefit

- 3. Participants may elect to make Premium Conversion Account salary reduction contributions for Non-Tax Dependent Coverage for the following group health plan(s) in accordance with Section 5.06 of the Plan:
 - a. Medical Plan
 - b. Dental Plan

NOTE: The Employer may only make this election to apply Section 5.06 of the Plan if the Employer allows an Eligible Employee to enroll Non-Tax Dependents (e.g. domestic partners) in the Employer's group medical and/or dental plan and the Employer is treating the full fair market value of Non-Tax Dependent Coverage as taxable to the Employee.

E. HEALTH FSA AND DCAP ACCOUNT BENEFITS

NOTE: If Health FSA and DCAP Accounts are not selected Benefits under A.5, this Section E is disregarded.

Employer Contributions

- 1. **Employer Contributions.** Indicate the maximum Employer contributions to the applicable Benefit Accounts in any Plan Year:
 - a. **Non-Elective Employer Contributions**

General Purpose Health Flexible Spending Account:	Amount:	<u> N/A </u>
Limited Purpose Health Flexible Spending Account:	Amount:	<u> N/A </u>
Dependent Care Assistance Plan Account:	Amount:	<u> N/A </u>

 - b. **Matching Contributions**

General Purpose Health Flexible Spending Account:	Amount:	<u> N/A </u>
Limited Purpose Health Flexible Spending Account:	Amount:	<u> N/A </u>
Dependent Care Assistance Plan Account:	Amount:	<u> N/A </u>

NOTE: If there are no Employer contributions, E.1 is disregarded.
NOTE: Non-elective Employer Contributions include Employer Flex Credits to a Health FSA that may not be taken as cash.
NOTE: Employer matching and non-elective contributions shall not exceed the limits set forth in the Plan Document.
NOTE: Maximum amount of Employer Health FSA contributions may not exceed \$500 (unless the Employer matches salary reduction contributions, in which case the maximum amount may not exceed \$500 plus the amount of the Employee's Health FSA salary reduction contribution) per 45 CFR 146.145(c)(3)(v).

NOTE: If applicable, the classes of Employees eligible for non-elective Employer contributions and/or Flex Credits and other details are set forth in Section G of this Adoption Agreement.

Participant Contributions

2. **Participant Salary Reduction Contribution Limits.** Indicate the minimum and maximum allowable Participant salary reduction contribution to the applicable Benefit Accounts in any Plan Year:

General Purpose Health Flexible Spending Account:	Minimum: <u>\$520</u>	Maximum: <u>\$2,850</u>
Limited Purpose Health Flexible Spending Account:	Minimum: <u>N/A</u>	Maximum: <u>N/A</u>
Dependent Care Assistance Plan Account:	Minimum: <u>\$520</u>	Maximum: <u>\$5,000</u>

NOTE: Maximum amounts for General Purpose Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account cannot exceed the Code section 125(i) maximum. For this purpose, any Flex Credit amount that a Participant may elect to receive as cash but elects to apply to a Health FSA will be treated as a salary reduction contribution.

NOTE: Maximum amounts for Dependent Care Assistance Plan Account cannot exceed Code 129(a)(2) maximum amounts.

Eligible Expenses

3. **Individual Expenses Eligible for Reimbursement.** Participant may only be reimbursed from the applicable Benefit Account for expenses that are incurred by the Participant, Spouse and Dependents as defined in the Plan Document for the applicable Benefit.

Reimbursement

4. **DCAP Account Spend Down (Section 8.06).** An individual who ceases to be a Participant in the Plan (due to Termination or any other reason) may be reimbursed for unused benefits through the end of the Plan Year in which the Termination of Participation occurs (or end of the Grace Period if applicable) to the extent the claims do not exceed the balance of the DCAP Account.

Grace Period

5. The Plan will reimburse claims incurred during a Grace Period immediately following the end of the Plan Year for the following Benefits.

- a. General Purpose Health Flexible Spending Account
- b. Limited Purpose Health Flexible Spending Account (HSA-Compatible FSA)
- c. Dependent Care Assistance Plan Account

NOTE: The Plan cannot reimburse claims incurred during a Grace Period if carryovers are permitted in Part E.9.

6. **Last day of Grace Period:** Fifteenth day of the 3rd month following end of the Plan Year.

Run-Out Period

7. If **no Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than: 90 days after the end of the Plan Year.

8. If a **Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than: 90 days after the end of the Grace Period.

Carryover

9. The Plan will carry over unused Health FSA balances at the end of the Plan Year for the following Benefits:

- a. General Purpose Health Flexible Spending Account: **Up to the maximum Health FSA carryover limit (as determined and indexed in accordance with IRS Notice 2020-33 and any applicable superseding law), effective January 1, 2020.**
- b. Limited Purpose Health Flexible Spending Account (HSA-Compatible FSA): **Up to the maximum Health FSA carryover limit (as determined and indexed in accordance with IRS Notice 2020-33 and any applicable superseding law), effective January 1, 2020.**

NOTE: If carryover is selected (E.9a or E.9b is selected for the applicable FSA), the Plan may not provide for a Grace Period for the applicable FSA and the Plan may not provide for a Grace Period for the applicable FSA in the Plan Year to which the carryover amount is applied.

Termination of Employment

- 10. In the event of a Termination of Employment, a Participant may submit claims for reimbursement from the applicable FSA no later than: 90 days after a Termination of Employment.

Qualified Reservist Distributions

- 11. **Qualified Reservist Distributions are available for:** The amount contributed to the applicable Health FSA as of the date of the Qualified Reservist Distribution request minus applicable FSA reimbursements received as of the date of the Qualified Reservist Distribution request.

F. HEALTH SAVINGS ACCOUNT (HSA) CONTRIBUTIONS (Article 9)

NOTE: If HSA Contributions are not a selected Benefit under A.5, this Section F is disregarded.

- 1. **Non-Elective Employer HSA Contributions** are available under the Plan.

NOTE: If there are no Employer contributions, F.1 is disregarded.

NOTE: The amount(s) of any available Employer contributions shall be established by the Employer and shall be set forth on the Enrollment Form or in other plan materials provided by the Employer to Eligible Employees.

NOTE: Non-elective Employer contributions include Employer Flex Credits to an HSA that may not be taken as cash.

NOTE: Maximum amount of Employer contributions cannot exceed the Code section 223(b), when combined with any Participant contributions.

NOTE: If applicable, the classes of Employees eligible for non-elective Employer contributions and/or Flex Credits and other details are set forth in Section G of this Adoption Agreement.

- 2. **Participant Salary Reduction Contribution Limits.** Indicate the minimum and maximum allowable Participant salary reduction contribution to the HSA in any Plan Year:

Health Savings Account: Minimum: N/A Maximum: IRS Annual Maximum

NOTE: Maximum amounts cannot exceed the Code section 223(b), when combined with any Employer Contributions.

G. NON-ELECTIVE EMPLOYER CONTRIBUTIONS AND FLEX CREDITS (Section 11.01 and Section 11.03)

NOTE: If Non-Elective Employer Contributions and Flex Credits are not selected Benefits under A.5, this Section G is disregarded.

NOTE: The amount of any Non-Elective Employer Contributions and/or Flex Credits provided by the Employer in accordance with Section 11.01 of the Plan are subject to the maximum amounts set forth in Sections E.1, E.2, F.1 and F.2 of this Adoption Agreement.

The specific terms of such Non-Elective Employer Contributions and/or Flex Credits (including classes of Eligible Employees, amounts and Benefits to which they may be allocated, availability of cash outs of Flex Credits, etc.) are as follows: The employer will make a contribution to the Health Savings Account (HSA) for each employee enrolled in the Lumenos plan. The amount of the non-elective employer contribution is \$2,000 for a single plan, \$4,000 for a two-person plan, and \$5,000 for a family plan.

H. CASH OPT-OUT BENEFIT (Section 11.02)

NOTE: If the Cash Opt-out Benefit is not a selected Benefit under A.5, this Section H is disregarded.

- 1. If the Cash Opt-out Benefit is allowed under the Plan, an Eligible Employee may elect, for any Plan Year, to receive a cash payment in lieu of receiving coverage under the following Contract(s):
 - a. Employer Group Medical Plan
 - b. Employer Group Dental Plan
 - c. Other:

NOTE: The amount(s) of any available Cash Opt-Out Benefit shall be established by the Employer prior to each Plan Year and shall be set forth on the Enrollment Form or in other plan materials provided by the Employer to Eligible Employees for the relevant Plan Year.

I. EXECUTION

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, the related Section 125 Flexible Benefits Plan Document and any related Appendices and Addendums.

The undersigned agrees to be bound by the terms of this Adoption Agreement and the related Section 125 Flexible Benefits Plan Document and acknowledge receipt of same. The Employer has caused this Plan and Adoption Agreement to be executed by a duly authorized agent, to be effective as of the date set forth in Section A.3b above.

TOWN OF HUDSON:

Signature: _____

Print Name: _____

Title/Position: _____

Date: _____

**TOWN OF HUDSON
SECTION 125 FLEXIBLE BENEFITS PLAN DOCUMENT**

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ARTICLE 1. INTRODUCTION

Section 1.01 **PLAN**

This Section 125 Flexible Benefits Plan Document and its related Adoption Agreement are intended to qualify as a cafeteria plan within the meaning of Code section 125 and is to be interpreted and administered in a manner consistent with the requirements of such Code section. To the extent provided in the Adoption Agreement, the Plan provides for the pre-tax payment of premiums and contributions to spending accounts that are excludable from gross income under Code section 125, reimbursement of certain medical expenses that are excludable from gross income under Code section 105(b), reimbursement of certain dependent care expenses that are excludable from gross income under Code section 129, and/or for such other Benefits as set forth herein.

Section 1.02 **APPLICATION OF PLAN**

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Employer on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Employer whose employment terminated prior to the Effective Date shall be determined under the provisions of the Plan as in effect from time to time prior to that date.

ARTICLE 2. DEFINITIONS

The following specially capitalized words and phrases used in this Section 125 Flexible Benefits Plan Document and the Adoption Agreement have the respective meanings set forth below unless a different meaning is clearly required by the context.

Account means

the bookkeeping account established for each Participant. "Account" or "Accounts" shall include, to the extent provided in the Adoption Agreement, a Premium Conversion Account, a General Purpose Health Flexible Spending Account, an HSA-Compatible Health Flexible Spending Account, a Dependent Care Assistance Plan Account, and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate. Any account so established will be merely a recordkeeping account.

Adoption Agreement means

the document executed in conjunction with this Section 125 Flexible Benefits Plan Document that contains the optional features selected by the Plan Sponsor. The Adoption Agreement is incorporated herein and forms a part of the Plan.

Affiliate means

the Plan Sponsor or any other employer required to be aggregated with the Plan Sponsor under Code sections 414(b), (c), (m) or (o); provided, however, that "Affiliate" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

Benefit(s) means

the benefit option(s) available to Eligible Employees under the Plan as selected in the Adoption Agreement.

Cash Opt-Out Benefit means

the Benefit option described in Section 1.02 that, if offered by the Employer, allows an Eligible Employee to receive a cash payment in lieu of receiving coverage under the Employer's group health plan or other welfare benefit plan specified in the Adoption Agreement.

COBRA means

the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and applicable regulations issued thereunder.

Code means

the Internal Revenue Code of 1986, as amended from time to time, and applicable regulations issued thereunder.

Compensation means

the cash wages or salary paid to a Participant.

Contract means

an insurance policy, contract, self-funded arrangement and/or Employer group health, disability or other welfare plan under which a Participant is eligible to receive benefits regardless of whether such policy, contract, arrangement or plan is related to any Benefit offered hereunder. "Contract" shall not include any product which is advertised, marketed, or offered as long-term care insurance. "Contract" shall not include any qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act) offered through an exchange established under section 1311 of such Act unless the Employer is a qualified employer (as defined in section 1312(f)(2) of the Patient Protection and Affordable Care Act) offering the Employee the opportunity to enroll through such exchange in a qualified health plan in a group market.

Debit Card means

a prepaid benefits card that may be used by a Participant as a means of paying for eligible Health FSA and/or DCAP Account Expenses

Dependent means

(i) for Health FSA purposes, any individual who, within the meaning of Code section 105(b), is either (a) a dependent of the Participant or (b) a child of the Participant who as of the end of the taxable year has not attained age 27;

(ii) for DCAP Account purposes, any individual who is a tax dependent of the Participant as defined generally in Code section 152, and also an individual described in Code section 21(e)(5) (i.e., a child of divorced parents shall be considered a dependent of the parent with whom the child shared the same principal place of abode for the greater portion of the calendar year); and

(iii) for Premium Conversion Account purposes, any individual who is eligible for coverage as a dependent of the Participant under the terms of the Employer group medical or dental plan or other Contract with respect to which the Premium Conversion Account is offered; provided, however, that the Participant's portion of any premium cost related to coverage of a Non-Tax Dependent may not be contributed on a pre-tax basis through a Salary Reduction Agreement unless the Employer has elected in the Adoption Agreement to include Section 5.06 of the Plan relating to Coverage for Non-Tax Dependents.

Notwithstanding the foregoing, the Premium Conversion Account and Health FSA components of the Plan will provide benefits in accordance with the applicable requirements of any qualified Medical Child Support Order, even if the child does not otherwise meet the above definition of "Dependent."

Dependent Care Assistance Plan Account or DCAP Account or Dependent Care Account means

the Account established with respect to the Participant's election to have dependent care expenses reimbursed by the Plan pursuant to Article 8.

Dependent Care Assistance Plan Account (DCAP Account) Experience Gains means

with respect to a Plan Year, the total amount of contributions (including salary reduction contributions, non-elective Employer contributions and Flex Credits) made to DCAP Accounts minus the total amount of eligible DCAP Account expenses reimbursed for the Plan Year.

Effective Date means

the date this Plan Document became effective as set forth in Part A of the Adoption Agreement, provided that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

Eligible Employee means

an Employee who satisfies the eligibility requirements established by an Employer, including any applicable Probationary Period, as set forth in the Adoption Agreement. Eligible Employees for purposes of participation in a Health FSA component of the Plan must be limited to classes of employees who are also eligible for other group health plan coverage (not limited to "excepted benefits" as defined in 45 CFR 146.145(c)) through the Employer. Eligible Employee includes a former Eligible Employee for the limited purpose of allowing continued eligibility for Benefits under the Plan as and if required by COBRA or other applicable law.

If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Employer is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Employer in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by an Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the other entity shall not become eligible to participate in the Plan until the Employer or Plan Sponsor specifically authorizes such participation.

Employee means

an individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following:

- (i) Any leased employee (including but not limited to those individuals defined as leased employees in Code section 414(n)), or an individual classified by the Employer as a contract worker, independent contractor, temporary employee or casual employee for the period during which such individual is so classified, whether or not such individual is on the employer's W-2 payroll;
- (ii) Any individual performing services for the Employer but who is paid by a temporary or other employment or staffing agency, for the period during which such individual was paid by such agency; and
- (iii) Any self-employed individual.

Employer means

the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

Enrollment Form means

the form (paper or electronic) submitted by an Eligible Employee to the Employer to elect Benefits under the Plan and shall include any Salary Reduction Agreement.

ERISA means

the Employee Retirement Income Security Act of 1974, as amended from time to time.

Flex Credits means

the Employer contributions described in Section 11.01 of the Plan.

FMLA means

the Family and Medical Leave Act of 1993, as amended from time to time, and applicable regulations pertaining thereto.

FSA Administrator means

HealthTrust, Inc. (and/or its subcontractor), the entity that has been hired by the Plan Sponsor to perform certain administrative services on behalf of the Plan Sponsor with respect to the Plan, including processing of claims for reimbursement under the Health FSA and DCAP Account components. The Employer is solely responsible for administration of the Premium Conversion Account, Cash Opt-Out and HSA Contributions Benefits under the Plan.

General Purpose Health Flexible Spending Account or General Purpose Health FSA means

the Account established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6.

General Purpose Health FSA Experience Gains means

with respect to a Plan Year, the total amount of contributions (including salary reduction contributions, non-elective Employer contributions, Flex Credits, and carryovers from the prior Plan Year) made to General Purpose Health FSAs minus (i) the total amount of eligible General Purpose Health FSA expenses reimbursed for the Plan Year and (ii) the total amount of carryovers from the current Plan Year (if the carryover provision has been selected in the Adoption Agreement).

Grace Period means

the designated period following a Plan Year during which a Participant who has unused benefits or contributions relating to a Health FSA or DCAP Account from the immediately preceding Plan Year and who incurs expenses for that same Benefit during the period, may be paid or reimbursed for those expenses as if the expenses had been incurred in the immediately preceding Plan Year. If the Employer has elected in the Adoption Agreement to provide a Grace Period for a Health FSA and/or DCAP Account, then such Grace Period shall extend through the 15th day of the third calendar month after the end of the applicable Plan Year and shall be considered part of the Period of Coverage with respect to that Plan Year.

Health Flexible Spending Account or Health FSA means

the General Purpose Health FSA and/or HSA-Compatible Health FSA established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6 and Article 7, as applicable.

Health Savings Account or HSA means

a health savings account described in, and to which contributions may be made pursuant to, Article 9.

Highly Compensated Employee means

an Employee described in Code section 414(q).

Highly Compensated Individual means

an individual within the meaning of Code section 105(h)(5).

HIPAA means

the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and applicable privacy and security regulations issued thereunder.

HRA means

a health reimbursement arrangement subject to Code section 105.

HSA-Compatible Health Flexible Spending Account or HSA-Compatible Health FSA means

a Limited Purpose Health Flexible Spending Account.

HSA-Compatible Health FSA Experience Gains means

with respect to a Plan Year, the total amount of contributions (including salary reduction contributions, non-elective Employer contributions, Flex Credits, and carryovers from the prior Plan Year) made to HSA-Compatible Health FSAs minus (i) the total amount of eligible HSA-Compatible Health FSA expenses reimbursed for the Plan Year and (ii) the total amount of carryovers from the current Plan Year (if the carryover provision has been selected in the Adoption Agreement).

Key Employee means

an Employee described in Code section 416(i).

Leased Employee means

an Employee described in Code section 414(n)(2).

Limited Purpose Health Flexible Spending Account or Limited Purpose Health FSA means

the Account established with respect to the Participant's election to have medical expenses, as described in Section 7.05(b)(1), reimbursed by the Plan pursuant to Article 7.

Medical Child Support Order means

in accordance with New Hampshire RSA 161-H:1, any valid judgment or order to provide health coverage for a dependent child of the Eligible Employee issued by any court or administrative body of the State of New Hampshire or any other state including an order and a final decree of divorce.

Non-Tax Dependent means

any individual who is eligible for coverage under the terms of the Employer's group medical and/or dental plan as a dependent of the Participant, but is not the Participant's Spouse or Dependent (as defined for Health FSA purposes).

Open Enrollment Period means

the period prior to the beginning of each Plan Year during which each Eligible Employee will be allowed to enroll in or modify his or her election with respect to available Benefits for the upcoming Plan Year. Any Eligible Employee who has previously elected not to participate in the Plan, or one of the available Benefits, may change their enrollment election for the upcoming Plan Year by submitting an Enrollment Form to the Plan Administrator during the Open Enrollment Period prior to the beginning of that Plan Year.

Participant means

an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

Period of Coverage means

the Plan Year, including any applicable Grace Period, except that (i) for Employees who first become eligible to participate during a Plan Year, it shall mean the portion of the Plan Year including and following the date participation commences, and (ii) for Participants who terminate participation during a Plan Year, it shall mean the portion of the Plan Year prior to the date participation terminates in accordance with Section 3.04 of the Plan.

Plan means

the Section 125 Flexible Benefits Plan as identified in the Adoption Agreement and as described in the Plan Document as amended from time to time.

Plan Administrator means

the Plan Sponsor (or such other person(s) designated by the Plan Sponsor pursuant to the Adoption Agreement and Section 14.01 to administer the Plan).

Plan Document means

this Section 125 Flexible Benefits Plan Document, the Adoption Agreement, and any other materials pertinent to the Plan and its administration, which are incorporated herein by this reference.

Plan Sponsor means

the entity described in the Adoption Agreement that maintains the Plan.

Plan Year means

the 12-consecutive month period described in Part A of the Adoption Agreement.

Premium Conversion Account means

the Account established with respect to the Participant's election to have premiums reimbursed by the Plan pursuant to Article 5.

Probationary Period means

the period of time established by the Employer that an Employee must work before becoming an Eligible Employee under the Plan.

Run-out Period means

the ninety (90) day period, or such other period set forth in the Adoption Agreement, after any Period of Coverage during which a Participant may submit claims for reimbursement from their Health FSA or DCAP Account.

Salary Reduction Agreement means

the agreement pursuant to which an Eligible Employee elects to reduce his or her Compensation and instead receive a Benefit provided under the Plan.

Spouse means

an individual who is legally married to an Eligible Employee as determined under state or federal law (and who is treated as a spouse under the Internal Revenue Code).

Termination and Termination of Employment means

any absence from service that ends the employment of an Employee with the Employer.

ARTICLE 3. ELIGIBILITY

Section 3.01 ELIGIBLE EMPLOYEES

To be eligible to participate in this Plan and one or more of the Benefits, an individual must meet the definition of Employee and must satisfy the eligibility requirements established by his or her Employer, including any applicable Probationary Period, as set forth in the Adoption Agreement. Following satisfaction of the eligibility requirements and provided the Employee is certified as being an Eligible Employee by the Employer, an Eligible Employee may elect to participate in the Plan in accordance with Article 4.

Employees who satisfy the eligibility requirements as of the Effective Date are automatically Eligible Employees and may enroll immediately as of the Effective Date. Notwithstanding the foregoing, an Eligible Employee shall be eligible to make elections only for the Benefits as are specifically authorized in the Adoption Agreement.

Section 3.02 INELIGIBLE EMPLOYEES

Notwithstanding anything herein to the contrary, the Employees identified in the Adoption Agreement as excluded Employees are not Eligible Employees and may not participate in any Benefit under the Plan.

Section 3.03 LEAVE OF ABSENCE

- (a) **FMLA Leave of Absence.** The following rules apply with respect to qualifying Employees of an Employer that is subject to FMLA requirements. These rules are intended to comply with applicable requirements of the FMLA and Code section 125 and shall be interpreted and applied accordingly.
- (1) **Health Benefits.** If a Participant takes a leave of absence under FMLA, the Participant shall be entitled to continue to participate in those Benefits under the Plan that provide group health plan coverage (e.g. the Premium Conversion Account for payment of premiums applicable to group health plan coverage, the Health FSA, and Flex Credits, if applicable) as if the Participant were not on FMLA leave. If specifically authorized in the Adoption Agreement, a Participant on paid FMLA leave may elect to revoke coverage with respect to health Benefits under the Plan. A Participant taking an unpaid FMLA leave of absence may also elect to revoke coverage, and/or continue coverage but discontinue contributions for the period of the unpaid FMLA leave of absence, as set forth in the Adoption Agreement.
- A Participant taking paid FMLA leave who continues health Benefits shall make Participant contributions by the method normally used by the Employer during any paid leave (e.g. on a pre-tax basis by salary reduction as if the leave was not taken). A Participant taking unpaid FMLA leave shall make Participant contributions by one of the method(s) specifically authorized in the Adoption Agreement. If a Participant on unpaid FMLA leave elects to continue coverage but discontinue contributions, the Employer may recover the Participant's suspended contributions when the Participant returns to work from the unpaid FMLA leave of absence.
- If a Participant elects to revoke health Benefits coverage (or coverage is terminated due to non-payment of contributions) during an FMLA leave of absence, the Participant will be entitled to reinstate coverage on the same terms upon the Participant's return from the FMLA leave of absence. A Participant returning to Health FSA coverage will have the options set forth in IRS Regulation Section 1.125-3, Q&A-6(b).
- (2) **Non-Health Benefits.** If authorized in the Adoption Agreement a Participant may continue to participate in non-health Benefits under the Plan in accordance with the Employer's established policy for providing such Benefits when an Employee is on non-FMLA leave (paid or unpaid). In the case of paid leave, the Participant's contributions for such Benefits shall be made by the method normally used by the Employer during any paid leave (e.g. on a pre-tax basis by salary reduction as if the leave was not taken). In the case of unpaid leave, the Participant's contributions shall be made in the same manner as for unpaid FMLA leave of absence.
- (b) **Non-FMLA Leave of Absence.**
- (1) **Paid and Unpaid Leave of Absence.** If a Participant takes a non-FMLA leave of absence (whether paid or unpaid), the Participant shall continue to participate in Benefits under the Plan unless he or she otherwise qualifies to make a change in election in accordance with Article 4 (e.g. due to loss of eligibility or other change in status). In the case of paid leave, the Participant's contributions for such Benefits shall be made by the method normally used by the Employer during any paid leave (e.g. on a pre-tax basis by salary reduction as if the leave was not taken). In the case of unpaid leave, the Participant's contributions shall be made in the same manner as set forth in the Adoption Agreement for unpaid FMLA leave of absence.
- (2) **USERRA.** If a Participant is on a leave of absence in the uniformed services under the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Participant shall be entitled to elect to continue participation in the Premium Conversion Account and Health FSA for the lesser of (i) 24 months, beginning on the date the Participant's absence began and (ii) the date the Participant fails to apply for or return to employment with the Employer, as determined under USERRA. Notwithstanding any provision of this Plan to the contrary, contributions, Benefits and service credits with respect to qualified military service personnel shall be provided in accordance with applicable provisions of USERRA and regulations issued thereunder.
- (3) **Applicable State Law.** The Plan Administrator shall permit a Participant to continue Benefits under the Plan as required under any applicable state law to the extent that such law is not pre-empted by federal law.

Section 3.04 TERMINATION OF PARTICIPATION

If a Participant remains an Employee but is no longer an Eligible Employee (e.g., due to a change in job classification), his or her participation in the Plan and any Benefit elections shall terminate on the date on which the Participant ceases to be an Eligible Employee, unless provided otherwise herein or in the Adoption Agreement. Should such Employee again qualify as an Eligible Employee, he or she shall be eligible to participate in the Plan as of the first day of the subsequent Plan Year, unless earlier participation is required by applicable law or permitted pursuant to Section 4.03.

Section 3.05 TERMINATION OF EMPLOYMENT

If a Participant has a Termination of Employment, his or her participation in the Plan shall be governed in accordance with the terms of the applicable Benefit as provided herein.

Section 3.06 REEMPLOYMENT

- (a) Except as otherwise provided in the Adoption Agreement, the Plan Administrator shall automatically reinstate Benefit elections for Eligible Employees who are rehired by an Employer within 30 days of a Termination. If an Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days following the date of Termination, the Plan Administrator may allow the Eligible Employee to elect to reinstate the Benefit election in effect at the time of Termination or to make a new election under the Plan, unless otherwise provided herein or in the Adoption Agreement.
- (b) *Ineligible Employees.* An Employee who has a Termination of Employment and who is subsequently reemployed by the Employer but is not an Eligible Employee shall be eligible to participate on the date the individual becomes an Eligible Employee and, at that time, may elect to participate in the Plan in accordance with Article 4.

ARTICLE 4. BENEFITS AND PARTICIPATION

Section 4.01 BENEFIT OPTIONS

Each Eligible Employee may elect to participate in the following Benefits to the extent selected in the Adoption Agreement, pursuant to the applicable Article or Sections herein:

- (a) Premium Conversion Account
- (b) General Purpose Health Flexible Spending Account
- (c) HSA-Compatible Health Flexible Spending Account
- (d) Dependent Care Assistance Plan Account
- (e) Health Savings Account Contributions
- (f) Flex Credits
- (e) Cash Opt-Out

If the Employer has not selected in the Adoption Agreement to provide a particular Benefit, then that Benefit shall not be available to Eligible Employees and the corresponding Article and other provisions specifically referencing that Benefit in this Plan Document shall not apply. "Nonqualified benefits" as defined in IRC Section 125(f) and/or IRS Proposed Regulation Section 1.125-1(q) are not permitted in an IRC Section 125 cafeteria plan and are not offered through this Plan.

Section 4.02 ELECTION TO PARTICIPATE

- (a) *Elections to Participate.* The Plan Administrator shall prescribe such forms and may require such data from an Eligible Employee as are reasonably required and permitted under applicable law to enroll the Eligible Employee in the Plan or to effectuate any elections made pursuant to this Article 4. The Plan Administrator may adopt procedures governing the elections described in this Article 4, including, without limitation, a minimum annual and per pay-period contribution amount, a maximum contribution per pay-period amount consistent with applicable annual limits, and the ability of a Participant to make after-tax contributions to the Plan. An Eligible Employee will be enrolled as a Participant when a fully completed and signed Enrollment Form is delivered to and accepted by the Plan Administrator.
- (b) *New Employees.* An Eligible Employee may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 30 days after the date the Eligible Employee becomes an Employee. Subject to satisfying any requirements to be an Eligible Employee, the election may be effective as of the Employee's hire date; provided, however, that amounts used to pay for such election must be made from Compensation not yet currently available on the date of the election.
- (c) *Newly Eligible Employees.* An Employee who becomes an Eligible Employee (for example, after satisfying any Probationary Period or other eligibility requirements of the Plan or any applicable Benefit) may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 31 days after the date the Employee becomes an Eligible Employee. The election will be effective on a prospective basis.
- (d) *Continuing Eligible Employees.* An Eligible Employee may elect to enroll in the Plan or to modify or revoke his or her election during the Open Enrollment Period established by the Plan Administrator that precedes the Plan Year for which the election will be effective, except as provided in Article 9. A properly completed Enrollment Form must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period. The Eligible Employee's election(s) with respect to Benefits then will become effective on the first day of the next Plan Year.
- (e) *Failure to Elect.* If an Eligible Employee does not make an election in accordance with the required enrollment procedures with respect to any or all Benefits under the Plan, the Eligible Employee will be deemed to have elected not to participate in such Benefit for the applicable Plan Year, except as otherwise provided herein or specified in the Adoption Agreement.

An Eligible Employee's election to participate in a Benefit hereunder is irrevocable during the Plan Year, except that an Eligible Employee may change his or her election during the Plan Year no later than the end of the 31-day period beginning on the date of a Change in Status (as defined below), unless provided otherwise in the Adoption Agreement. The election change must be on account of and correspond with a Change in Status that affects eligibility for coverage under the Plan. The following subsections are intended to incorporate the change in status rules in Treasury Regulation §1.125-4, and are to be interpreted in a manner consistent with those regulations. If a change is not permitted under a particular Benefit or its underlying plan, no election change is permitted under this Plan. For example, if the Employer's group health plan does not permit a coverage change due to a certain event, no election change may be made with respect to that event under the Premium Conversion Account Benefit of this Plan.

An Eligible Employee's requested election change will be permitted under (a) through (e) of this Section only if the election change is on account of and corresponds with the change-in-status event. The Plan Administrator shall determine, in its sole discretion and on a uniform and consistent basis, whether a requested election change is on account of and corresponds with a change-in-status event. Generally, this consistency requirement will be satisfied if the event affects eligibility for coverage under the Plan or a Benefit (for example, the event results in an increase or decrease in the number of Dependents who may benefit under the Plan).

A "Change in Status" means the following:

- (a) *Legal Marital Status.* Events that change an Eligible Employee's legal marital status, including marriage, death of Spouse, divorce, legal separation, and annulment.
- (b) *Number of Dependents.* Events that change an Eligible Employee's number of Dependents, including birth, death, adoption, and placement for adoption.
- (c) *Employment Status.* Any of the following events that change the employment status of the Eligible Employee, the Eligible Employee's Spouse, or the Eligible Employee's Dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, and a change in worksite. In addition, if the eligibility conditions of the Plan or other employee benefit plan of the Employer of the Eligible Employee or the Eligible Employee's Spouse or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the applicable plan, then that change constitutes a change in employment under this paragraph (c).
- (d) *Dependent satisfies or ceases to satisfy eligibility requirements.* Events that cause an Eligible Employee's Dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstance.
- (e) *Residence.* A change in the place of residence of the Eligible Employee or the Eligible Employee's Spouse or Dependent.
- (f) *Special Enrollment.* In the case of a Premium Conversion Account election under the Employer's group health plan, an Eligible Employee may revoke an election during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) (HIPAA portability rules).
- (g) *COBRA.* If the Eligible Employee or the Eligible Employee's spouse or Dependent becomes eligible for continuation coverage under an Employer's group health plan under COBRA or any similar state law, the Eligible Employee may elect to increase contributions to his or her Premium Conversion Account under the Plan in order to pay for the continuation coverage.
- (h) *Court Order (does not apply to DCAP Account).* A judgment, decree, or other order resulting from a divorce, legal separation, annulment, or change in legal custody (including a Medical Child Support Order) that requires accident or health coverage for an Eligible Employee's child or for a foster child who is a Dependent of the employee. The Eligible Employee may change his or her election to provide coverage for the child if the order requires coverage for the child under the Plan and may cancel coverage under the Plan for the child if the order requires the Eligible Employee's Spouse, former Spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.
- (i) *Entitlement to Medicare or Medicaid (applies to Premium Conversion Account only).* If an Eligible Employee or an Eligible Employee's Spouse or Dependent who is enrolled in an Employer's group health plan becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), the Eligible Employee may make a prospective election change to cancel or reduce coverage of that Employee, Spouse, or Dependent under the Employer-sponsored group health plan. In addition, if an Eligible Employee or an Eligible Employee's Spouse or Dependent who has been enrolled in such coverage under Medicare or Medicaid loses eligibility for such coverage, the Eligible Employee may make a prospective election to commence or increase his or her coverage or the coverage of his or her Spouse or Dependent, as applicable, under the Employer-sponsored group health plan.
- (j) *Significant Cost or Coverage Changes*
 - (1) *Automatic Changes.* If the cost of an Employer-sponsored Contract premium increases (or decreases) during a Period of Coverage and, under the terms of the Contract, Eligible Employees are required to make a corresponding change in their payments, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in affected Eligible Employees' salary reduction contributions for the Plan.
 - (2) *Significant Cost Changes.* If the cost charged to an Eligible Employee for a Contract benefit package option significantly increases or significantly decreases during a Period of Coverage, the Plan may permit the Eligible Employee to make a corresponding change in an election under the Plan. Changes that may be made include commencing participation in the Plan for the option with a decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefit package option providing similar coverage or dropping coverage if no other benefit package option providing similar coverage is available. For example, if the cost of an indemnity option under a group health plan significantly increases during a Period of Coverage, Eligible Employees who are covered by the indemnity option may make a corresponding prospective increase in their payments or may instead elect to revoke their election for the indemnity option and, in lieu thereof, elect coverage under another benefit package option including an HMO option (or drop coverage under the group health plan if no other benefit package option is offered).

A cost increase or decrease refers to an increase or decrease in the amount of the salary reduction contributions under the Plan, whether that increase or decrease results from an action taken by the Eligible Employee (such as switching between full-time and part-time status) or from an action taken by an Employer (such as reducing the amount of Employer contributions for a class of Eligible Employees). This paragraph (j) applies in the case of the Dependent Care Assistance Plan Account only if the cost change is imposed by a Dependent care provider who is not a relative of the Eligible Employee as described in Code section 152(a)(1) through (8), incorporating the rules of Code section 152(b)(1) and (2). This paragraph (j) does not apply to Health FSAs.

- (k) *Significant Curtailment Without Loss of Coverage.* If an Eligible Employee or an Eligible Employee's Spouse and/or Dependent has a significant curtailment of coverage under a Contract during a Period of Coverage that is not a loss of coverage as described in paragraph (l) of this section (for example, there is a significant increase in the deductible, the copay, or the out-of-pocket cost sharing limit under the Contract), the Eligible Employee may revoke his or her election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another benefit package option providing similar coverage. This paragraph (k) does not apply to Health FSAs.
- (l) *Significant Curtailment With Loss of Coverage.* If an Eligible Employee (or an Eligible Employee's Spouse or Dependent) has a significant curtailment that is a loss of coverage, the Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another benefit package option providing similar coverage or to drop coverage if no similar benefit package option is available. For purposes of this paragraph (l), a loss of coverage means:
- (1) a complete loss of coverage under the benefit package option or other coverage option (including the elimination of a benefits package option, an HMO ceasing to be available in the area where the individual resides, or the individual losing all coverage under the option by reason of an overall lifetime or annual limitation);
 - (2) a substantial decrease in the medical care providers available under the Contract (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);
 - (3) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Eligible Employee or the Eligible Employee's Spouse or Dependent is currently in a course of treatment; or
 - (4) any other similar fundamental loss of coverage as determined by the Plan Administrator in its sole discretion.
- This paragraph (l) does not apply to Health FSAs.
- (m) *Addition or Improvement of a Benefit Package Option.* If the Plan or a Contract adds a new benefit package option or other coverage option, or if coverage under an existing benefit package option or other coverage option is significantly improved during a Period of Coverage, an Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, to make an election on a prospective basis for coverage under the new or improved benefit package option. This paragraph (m) does not apply to Health FSAs.
- (n) *Change in Coverage Under Another Employer Plan.* An Eligible Employee may make a prospective election change that is on account of and corresponds with a change made under another employer plan (including another plan of the Employer or of another employer) if -
- (1) The other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under paragraphs (a) through (o) of this section (disregarding this paragraph (n)(1)); or
 - (2) This Plan permits Eligible Employees to make an election for a Plan Year that is different from the Period of Coverage under the other cafeteria plan or qualified benefits plan.
- This paragraph (n) does not apply to Health FSAs.
- (o) *FMLA.* A Participant may make an election change under the Plan upon an FMLA leave of absence as described in Section 3.03(a) to the extent such election change is determined by the Plan Administrator to be necessary or appropriate to ensure the Plan's compliance with applicable provisions of the FMLA. See also Treasury Regulation §1.125-3.
- (p) *Loss of Coverage Under Other Group Health Coverage.* An Eligible Employee may make an election on a prospective basis to add coverage under the Plan for the Eligible Employee and/or the Eligible Employee's Spouse and/or Dependent if the Eligible Employee and/or the Eligible Employee's Spouse and/or Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including a State's children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in section 7701(a)(40)), the Indian Health Service, or a tribal organization; a State health benefits risk pool; or a Foreign government group health plan. This paragraph (p) does not apply to Health FSAs.
- (q) *Revocation due to Reduction in Hours of Service (applies to Premium Conversion Account only).* A Participant may prospectively elect to cancel contribution for and payment of the Employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the Employer-sponsored group health plan and (2) the revocation of the election of coverage under the Employer-sponsored group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.
- (r) *Enrollment in a Qualified Health Plan (applies to Premium Conversion Account only).* A Participant may prospectively elect to cancel contribution for and payment of the employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant is eligible for a special enrollment period to enroll in a "qualified health plan" through a competitive marketplace established under Section 1311 of the Patient Protection and Affordable Care Act ("Marketplace") or (2) the Employee seeks to enroll in a qualified health plan through a Marketplace during the Marketplace's annual open enrollment period.

Change in Status shall also include any other event that the Plan Administrator determines, in its sole discretion and on a uniform and consistent basis, permits the revocation of an election (and, if applicable, the filing of a new election) during a Plan Year under then applicable regulations and rulings of the Internal Revenue Service. The Plan Administrator reserves the right to determine whether an Eligible Employee has experienced a Change in Status and whether the Eligible Employee's requested election is consistent with such Change in Status.

ARTICLE 5. PREMIUM CONVERSION ACCOUNT

Section 5.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Premium Conversion Accounts, an Eligible Employee may elect to have a portion of his or her Compensation applied by the Employer toward the Premium Conversion Account. The Account established under this Article 5 is intended to qualify under Code sections 79 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

If an Eligible Employee elects coverage for a Plan Year under a group health plan and/or other Employer-sponsored or individual Contract(s) listed in the Premium Conversion Account section of the Adoption Agreement, the coverages and benefits with respect to such Contract will be provided not by this Plan but by the particular Contract listed in the Adoption Agreement. The types and amounts of benefits available under each Contract, the eligibility and enrollment requirements for participating in such Contract, and the other terms and conditions of coverage and benefits under such Contract shall be as set forth from time to time in the specific documents applicable to such Contract. The eligibility and enrollment requirements, benefit descriptions and other provisions of such Contract, as relevant and in effect from time to time, are hereby incorporated by reference into this Plan.

Section 5.02 ELIGIBLE EMPLOYEES

All Employees who are eligible to participate in the applicable Employer-sponsored or individual Contract(s) shall be eligible to participate in the Premium Conversion Account, except as otherwise specified in the Adoption Agreement.

Section 5.03 ENROLLMENT

- (a) *Enrollment.* The Eligible Employee may elect, in accordance with the election procedures described in Sections 4.02 and 4.03, to receive benefits and pay on a pre-tax basis through salary reduction his or her portion of the premium cost of coverage under the Employer group health plan and/or other Contract(s) that are listed in the Premium Conversion Account section of the Adoption Agreement.
- (b) *Contributions.* A Participant's Premium Conversion Account will be credited with amounts withheld from the Participant's Compensation. The amount of a Participant's contribution to the Premium Conversion Account shall be equal to the amount of the Participant's portion of the premium on the applicable Contract. Except as elected in the Adoption Agreement, if the amount of the Participant's portion of the applicable premium on the Contract increases or decreases, the Participant's contribution to the Premium Conversion Account will automatically be adjusted to reflect the increase or decrease.
Maximum Contributions. The maximum salary reduction contribution that may be elected under the Premium Conversion Account by an Eligible Employee shall be the total premium costs to the Eligible Employee for the Plan Year of the most expensive coverage options under the Contracts listed in the Adoption Agreement that could be elected by the Eligible Employee for that Plan Year. The maximum non-elective Employer contribution shall be the balance of the total premium costs of those coverage options in excess of the Eligible Employee's salary reduction contribution.
- (c) *Failure to Elect.* An Eligible Employee who elected not to participate in the Premium Conversion Account for a Plan Year will not be enrolled in the Premium Conversion Account for any subsequent Plan Year until he or she affirmatively elects to participate in the Premium Conversion Account in accordance with Article 4. An existing Participant's failure to make an election relating to the Premium Conversion Account by submitting an Enrollment Form during the Open Enrollment Period prior to any subsequent Plan Year shall constitute (i) a re-election of the same coverage or coverages, if any, under such Contract(s) as were in effect just prior to the end of the preceding Plan Year to the extent coverage remains available under the Premium Conversion Account, and (ii) an agreement to a reduction in the Participant's Compensation for the subsequent Plan Year equal to the Employee's share of the cost of such Contract coverage(s).

Section 5.04 ELIGIBLE EXPENSES

A Participant's Premium Conversion Account will be debited for amounts applied to the Employee-paid portion of the applicable Contract premiums. The Plan Administrator will not direct the Employer to pay any premium on a Contract to the extent such payment exceeds the balance of a Participant's Premium Conversion Account.

Contributions to the Premium Conversion Account for Code section 79 coverage (group term life insurance) shall be made on an after-tax basis to the extent that the premiums relate to coverage in excess of the limit described in Code section 79(a).

Section 5.05 TERMINATION OF EMPLOYMENT

Upon a Participant's Termination of Employment, the Participant's contributions to the Premium Conversion Account will cease, except with respect to contributions for COBRA continuation coverage under the Employer-sponsored Contract, if applicable. Coverage under the applicable Contract may continue in accordance with the terms of the Contract for the remainder of the Period of Coverage with respect to which the required Contract premium has been paid.

Section 5.06 NON-TAX DEPENDENT COVERAGE AS TAXABLE BENEFIT

If selected in the Adoption Agreement, a Participant may elect group medical and/or dental plan coverage for a Non-Tax Dependent as a taxable benefit under this Plan in accordance with the provisions of this Section 5.06. If (i) the Employer selects the Premium Conversion Account Benefit with respect to the Employer's group medical and/or dental plan(s), and (ii) the Participant elects to cover a Non-Tax Dependent through the Participant's coverage under group medical and/or dental benefit plan(s), the following rules shall apply. A Participant who elects to participate in

the Premium Conversion Account Benefit may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's group medical and/or dental plan(s) for a Non-Tax Dependent in accordance with Section 5.01, provided that the full fair market value of such health and/or dental plan coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.

No Health FSA or DCAP Account Benefits for Non-Tax Dependents. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under Articles 6, 7, or 8.

ARTICLE 6. GENERAL PURPOSE HEALTH FLEXIBLE SPENDING ACCOUNT

Section 6.01 **IN GENERAL**

To the extent that the Adoption Agreement authorizes General Purpose Health Flexible Spending Accounts, an Eligible Employee may elect to participate in a General Purpose Health Flexible Spending Account in accordance with this Article 6. The Account established under this Article 6 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 6.02 **ELIGIBLE EMPLOYEES**

The Employees identified in Article 3 are eligible to participate in the General Purpose Health Flexible Spending Account, except as otherwise specified in the Adoption Agreement. An Employee who is not eligible to participate in an Employer group medical plan is not eligible to participate in the General Purpose Health Flexible Savings Account. An Eligible Employee who has elected to participate in the HSA Contributions Benefit and/or the HSA-Compatible Health FSA Benefit is not eligible to participate in the General Purpose Health FSA Benefit under this Article 6.

Section 6.03 **ENROLLMENT**

- (a) *Enrollment.* An Eligible Employee may enroll in the General Purpose Health FSA and elect to have a portion of his or her Compensation contributed to a General Purpose Health FSA in accordance with Article 4. A Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03.
- (b) *Contributions.* A Participant's General Purpose Health FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a General Purpose Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 6.04 **LIMITS**

- (a) The amount of a Participant's contribution to a Health Flexible Spending Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted. The Code section 125(i) limit is reduced by the amount of Flex Credits, if any, that a Participant may elect to receive in cash as set forth in the Adoption Agreement or as a taxable benefit.
- (b) Employer contributions to a Participant's Health FSA will not exceed the greater of (a) two times the amount elected in the Participant's Salary Reduction Agreement to be contributed to the Health FSA for the Plan Year, including Flex Credits the Participant elects to contribute to the Health FSA, if applicable or, (b) \$500 plus the amount elected in the Participant's Salary Reduction Agreement and any Flex Credits contributed to the Health FSA. If the Plan provides for Flex Credits but does not allow the cash out of the Flex Credits, the maximum amount of Flex Credits that a Participant can elect to contribute to the Health FSA shall be treated as an Employer contribution for purposes of this Section 6.04(b).

Section 6.05 **ELIGIBLE EXPENSES**

- (a) *Debits from the Health FSA.* A Participant's Health FSA will be debited for expenses described in this Section 6.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the Health FSA (plus any Employer contributions and carryover amounts), less any reimbursements already disbursed from the General Purpose Health FSA, shall be available to the Participant at any time during the Plan Year without regard to the balance in the General Purpose Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.
- (b) *Eligible Expenses.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her General Purpose Health FSA for expenses that are: (i) incurred in the Plan Year (or Grace Period, if applicable) by the Participant (or his or her Spouse or Dependent) for medical care (as defined in Code section 213(d)), (ii) incurred while he or she is a Participant in the Plan, and (iii) excludable under Code section 105(b); provided that such expenses are not covered, paid or reimbursed from any other source. Reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses under Code section 105(b) only if such medicine or drug is prescribed (determined without regard to whether such drug is available without a prescription) or is insulin, as provided by IRS Notice 2010-59, as amended. Notwithstanding the preceding sentence, reimbursements of expenses for menstrual products and over-the-counter drugs and medicines without prescriptions incurred on or after January 1, 2020 shall be permitted reimbursable medical care expenses pursuant to Section 3702 of the Cares Act and IRS Notice 2021-15.

Section 6.06

REIMBURSEMENT

- (a) *Period for Reimbursement.* The FSA Administrator shall reimburse a Participant from his/her General Purpose Health FSA for eligible expenses incurred during the Period of Coverage. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's General Purpose Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period. Any claims for reimbursement paid during a Grace Period for eligible expenses incurred during the Grace Period shall be applied first against any unused Health FSA Benefits remaining for the Plan Year to which the Grace Period relates, and then against Health FSA Benefits, if any, elected by the Eligible Employee for the subsequent Plan Year. No claims incurred during a Grace Period shall be reimbursed from a General Purpose Health FSA if the Plan permits carryover of General Purpose Health FSA balances under Section 6.07(b).
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her General Purpose Health FSA no later than the last day of the Run-out Period for the relevant Period of Coverage. The claim must be made in the manner required by the FSA Administrator.
- (c) *Payment of Claims.* To the extent that the FSA Administrator approves the claim, the FSA Administrator shall: (i) reimburse the Participant or, (ii) limited to Debit Card use only, pay the service provider directly for any amounts payable from General Purpose Health FSA. The FSA Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The FSA Administrator may provide that payments/reimbursements from the General Purpose Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Period of Coverage (including Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (d) *Coordination with HRA.* A Participant who is also eligible to participate in an HRA sponsored by the Employer shall not be entitled to payment/reimbursement under the General Purpose Health FSA for expenses that are reimbursable under both the General Purpose Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the General Purpose Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the General Purpose Health FSA have been paid.
- (e) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer group health plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her General Purpose Health FSA.
- (f) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of Debit Cards for payment of eligible General Purpose Health FSA expenses as provided in Section 16.04.

Section 6.07

FORFEITURES

- (a) *Forfeitures.* Any balance remaining in a Participant's General Purpose Health FSA at the end of any Plan Year that exceeds the carryover amount limit in subsection (b) below, if applicable (or after the Grace Period described in Section 6.06(a), if applicable), shall be forfeited and shall not be carried over to a subsequent Plan Year and shall not be available to the Participant in any other form or manner.
- (b) *Carryovers.* Notwithstanding subsection (a), effective January 1, 2020, if and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year any amount remaining unused as of the end of the Plan Year in a Participant's General Purpose Health FSA, up to the maximum Health FSA carryover limit (as determined and indexed in accordance with IRS Notice 2020-33 and any applicable superseding guidance). The amount remaining unused as of the end of the Plan Year is the balance in the General Purpose Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the Plan Year to which it is carried over. Any unused amount remaining in the General Purpose Health FSA in excess of the IRS maximum carryover limit will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the carryover in the following Plan Year, provided that any such procedure is non-discriminatory and permitted by applicable IRS rules.
- (c) *Use of General Purpose Health FSA Experience Gains.* General Purpose Health FSA Experience Gains (if any) with respect to a Plan Year may be retained by the Employer, or if not retained by the Employer shall be used only as permitted by applicable IRS regulations.

Section 6.08

RESERVED

Section 6.09

TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's Health FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within the Run-out Period for the applicable Period of Coverage.

Section 6.10 QUALIFIED RESERVIST DISTRIBUTIONS

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his General Purpose Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the Spouse of the Participant.
- (b) A Participant may submit General Purpose Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.
- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any applicable superseding guidance.

Section 6.11 SEPARATE PLAN

Although described within this document, the General Purpose Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The General Purpose Health FSA is also a separate plan for purposes of HIPAA and COBRA.

ARTICLE 7. HSA-COMPATIBLE HEALTH FLEXIBLE SPENDING ACCOUNT

Section 7.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Limited Purpose Health Flexible Spending Accounts ("HSA-Compatible Health FSAs"), an Eligible Employee may elect to have a portion of his or her Compensation contributed to an HSA-Compatible Health FSA. The Account established under this Article 7 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 7.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the HSA-Compatible Health FSA Benefit except as specified in the Adoption Agreement. An Employee who is not eligible to participate in an Employer group medical plan is not eligible to participate in the HSA-Compatible Health FSA. An Eligible Employee who has elected to participate in the General Purpose Health FSA Benefit under Article 6 is not eligible to elect an HSA-Compatible Health FSA Benefit under this Article 7 for the same Plan Year unless otherwise permitted under Section 4.03 or other applicable IRS rules.

Section 7.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in an HSA-Compatible Health FSA in accordance with Article 4. An HSA-Compatible Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03.
- (b) *Contributions.* A Participant's HSA-Compatible Health FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA-Compatible Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 7.04 LIMITS

- (a) The amount of an Eligible Employee's contribution to an HSA-Compatible Health FSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted. The Code section 125(i) limit is reduced by the amount of Flex Credits, if any, that a Participant may elect to receive in cash as set forth in the Adoption Agreement or as a taxable benefit.
- (b) Employer contributions to a Participant's HSA-Compatible Health FSA will not exceed the greater of (a) two times the amount elected in the Participant's Salary Reduction Agreement to be contributed to the HSA-Compatible Health FSA for the Plan Year, including Flex Credits the Participant elects to contribute to the HSA-Compatible Health FSA, if applicable or, (b) \$500 plus the amount elected in the Participant's Salary Reduction Agreement and any Flex Credits contributed to the HSA-Compatible Health FSA. If the Plan provides for Flex Credits but does not allow the cash out of the Flex Credits, the maximum amount of Flex Credits that a Participant can elect to contribute to the HSA-Compatible Health FSA shall be treated as an Employer contribution for purposes of this Section 7.04(b).

Section 7.05 ELIGIBLE EXPENSES

- (a) *Debits from the HSA-Compatible Health FSA.* A Participant's HSA-Compatible Health FSA will be debited for expenses described in this Section 7.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the HSA-Compatible Health FSA (plus any Employer contributions and carryover amounts), less any reimbursements already disbursed for the Plan, shall be available to the Participant at any time during the Plan Year without regard to the balance in the HSA-Compatible Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.

- (b) *Eligible Expenses.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her HSA-Compatible Health FSA for expenses that are: (i) incurred in the Plan Year (or Grace Period, if applicable) by the Participant (or his/her Spouse or Dependent), (ii) incurred while he/she is a Participant in the Plan, (iii) excludable under Code section 105(b), and (iv) incurred for dental or vision care; provided that such expenses are not covered, paid or reimbursed from any other source. For purposes of (iii) above, reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses under Code section 105(b) only if such medicine or drug is prescribed (determined without regard to whether such drug is available without a prescription), as provided by IRS Notice 2010-59, as amended. Notwithstanding the preceding sentence, reimbursements of expenses for certain over-the-counter drugs and medicines without prescriptions related to dental and vision care incurred on or after January 1, 2020 shall be permitted reimbursable dental and vision expenses pursuant to Section 3702 of the Cares Act and IRS Notice 2021-15.

Section 7.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The FSA Administrator shall reimburse a Participant from his/her HSA-Compatible Health FSA for eligible expenses incurred during the Period of Coverage or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in an HSA-Compatible Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period. Any claims for reimbursement paid during a Grace Period for eligible expenses incurred during the Grace Period shall be applied first against any unused HSA-Compatible Health FSA Benefits remaining for the Plan Year to which the Grace Period relates, and then against HSA-Compatible Health FSA Benefits, if any, elected by the Eligible Employee for the subsequent Plan Year. No claims incurred during a Grace Period shall be reimbursed from an HSA-Compatible Health FSA if the Plan permits carryover of HSA-Compatible Health FSA balances under Section 7.07(b).
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her HSA-Compatible Health FSA no later than the last day of the Run-out Period for the relevant Period of Coverage. The claim must be made in the manner required by the FSA Administrator.
- (c) *Substantiation of Claims.* A Participant's claims for reimbursement from a Limited Purpose Health FSA must include information from an independent third-party that the medical expenses to be reimbursed are for vision care or dental care.
- (d) *Payment of Claims.* To the extent that the FSA Administrator approves the claim, the FSA Administrator shall: (i) reimburse the Participant, or (ii) limited to Debit Card use only, pay the service provider directly for any amounts payable from the HSA-Compatible Health FSA. The FSA Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The FSA Administrator may provide that payments/reimbursements from the HSA-Compatible Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Period of Coverage (including Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (e) *Coordination with HRA.* A Participant who is also eligible to participate in an HRA sponsored by the Employer shall not be entitled to payment/reimbursement under the HSA-Compatible Health FSA for expenses that are reimbursable under both the HSA-Compatible Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the HSA-Compatible Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the HSA-Compatible Health FSA have been paid.
- (f) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer group health plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her HSA-Compatible Health FSA.
- (g) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of Debit Cards for payment of eligible HSA-Compatible Health FSA expenses as provided in Section 16.04.

Section 7.07 FORFEITURES

- (a) *Forfeitures.* Any balance remaining in a Participant's HSA-Compatible Health FSA at the end of any Plan Year that exceeds the carryover amount limit in subsection (b) below, if applicable, (or after the Grace Period described in Section 7.06(a), if applicable) shall be forfeited and shall not be carried over to a subsequent Plan Year and shall not be available to the Participant in any other form or manner.
- (b) *Carryovers.* Notwithstanding subsection (a), effective January 1, 2020, if and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year any amount remaining unused as of the end of the Plan Year in a Participant's HSA-Compatible Health FSA, up to the maximum HSA-Compatible Health FSA carryover limit (as determined and indexed in accordance with IRS Notice 2020-33 and any applicable superseding guidance). The amount remaining unused as of the end of the Plan Year is the balance in the HSA-Compatible Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the entire Plan Year to which it is carried over. Any unused amount remaining in the HSA-Compatible Health FSA in excess of the IRS maximum carryover limit will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the carryover in the following Plan Year, provided that any such procedure is non-discriminatory and permitted by applicable IRS rules.
- (c) *Use of HSA-Compatible Health FSA Experience Gains.* HSA-Compatible Health FSA Experience Gains (if any) with respect to a Plan Year may be retained by the Employer, or if not retained by the Employer shall be used only as permitted by applicable IRS regulations.

Section 7.08 TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's HSA-Compatible Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's HSA-Compatible Health FSA on the date of his or her Termination of Employment shall be

forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within the Run-out Period for the applicable Period of Coverage.

Section 7.09 QUALIFIED RESERVIST DISTRIBUTIONS

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his HSA-Compatible Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the Spouse of the Participant.
- (b) A Participant may submit HSA-Compatible Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.
- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any applicable superseding guidance.

Section 7.10 SEPARATE PLAN

Although described within this document, the HSA-Compatible Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The Health FSA is also a separate plan for purposes of HIPAA and COBRA.

ARTICLE 8. DEPENDENT CARE ASSISTANCE PLAN ACCOUNT

Section 8.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Dependent Care Assistance Plan Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a DCAP Account. The Account established under this Article 8 is intended to qualify as a dependent care assistance program under Code section 129 and shall be interpreted in a manner consistent with such Code section.

Section 8.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the Dependent Care Assistance Plan Account, except as specified in the Adoption Agreement.

Section 8.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the DCAP Account in accordance with Article 4. A DCAP Account election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03.
- (b) *Contributions.* A Participant's DCAP Account will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a DCAP Account for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 8.04 LIMITS

The amount of all contributions to a Participant's DCAP Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 129(a)(2), as adjusted.

Section 8.05 ELIGIBLE EXPENSES

- (a) *Debits from the DCAP Account.* A Participant's DCAP Account will be debited for expenses described in this Section 8.05. However, such expenses will not be reimbursed to the extent the reimbursement would exceed the balance of the Participant's DCAP Account.
- (b) *Eligible Expenses.*
 - (1) Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her DCAP Account for Dependent Care Expenses that are: (i) incurred in the Plan Year, (ii) are incurred while the Participant participates in the Plan, and (iii) qualify as eligible Dependent Care Expenses (as defined in Section 8.05(b)(2) below), provided that such expenses are not covered, paid or reimbursed from any other source and the Participant does not claim a tax credit for such expenses. A Dependent Care Expense is "incurred" at the time the dependent care or service giving rise to the expense is actually furnished, and not when the Participant (or Spouse or Dependent) is billed or charged for, or pays for the dependent care services.
 - (2) "Dependent Care Expenses" are expenses incurred for the care of a Qualifying Individual, as defined in Code section 21(b)(1) and generally includes either: (i) a Dependent who is under age 13, or (ii) the Participant's Spouse or Dependent who lives with the Participant for more than one-half of the year and is physically or mentally incapable of caring for himself/herself. However, these expenses are Dependent Care Expenses only if they allow the Participant and his/her Spouse, if any, to be gainfully employed or in search of gainful employment, and otherwise qualify as employment-related expenses under Code section 21(b)(2). Dependent Care Expenses include expenses for household services and expenses for the care of a Qualifying Individual. Such term shall not include

kindergarten and grade school expenses, or any amount paid for services outside the Participant's household at a camp where the Qualifying Individual stays overnight. Expenses described in this subsection (2) that are incurred for services outside the Participant's household are not taken into account if they are incurred on behalf of the Participant's Spouse or Dependent who is physically or mentally incapable of caring for himself/herself unless such individual lives at least eight hours per day in the Participant's household. Expenses incurred at a dependent care center are taken into account only if such center complies with all applicable laws and regulations of a state or local government, the center provides care for more than six individuals, and the center receives a fee, payment, or grant for providing services for any of the individuals. In general, expenses for a period during which the Participant is absent from work (whether paid or unpaid), other than short, temporary absences, are not employment-related expenses. See Treas. Reg. §1.121-1(c). Qualifying expenses do not include transportation, clothing, entertainment, or food costs unless such items are incidental and cannot be separated from another qualifying expense.

Section 8.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The FSA Administrator shall reimburse a Participant from his/her DCAP Account for eligible expenses incurred during the Period of Coverage or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's DCAP Account at the end of a Plan Year may be used to reimburse eligible expenses that are incurred during a Grace Period. If the Adoption Agreement so provides, an individual who ceases to be a Participant in the Plan (due to Termination or any other reason) may spend down his or her unused DCAP Account balance, and such individuals may be reimbursed for eligible expenses incurred through the end of the Plan Year in which the Termination of Participation occurs (or end of the Grace Period if applicable) to the extent the claims do not exceed the balance of the DCAP Account.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her DCAP Account no later than the last day of the Run-out Period for the relevant Period of Coverage. The claim must be made in the manner required by the FSA Administrator.
- (c) *Payment of Claims.* To the extent that the FSA Administrator approves the claim, the FSA Administrator shall: (i) reimburse the Participant, or (ii) limited to Debit Card use only, pay the service provider directly for any amounts payable from DCAP Account. The FSA Administrator may provide that payments/reimbursements from the DCAP Account of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Period of Coverage (including Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (d) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of Debit Cards for payment of eligible DCAP Account expenses as provided in Section 16.04.

Section 8.07 FORFEITURES

- (a) *Forfeitures.* Any balance remaining in a Participant's DCAP Account at the end of any Plan Year (or after the Grace Period described in Section 8.06(a), if applicable) shall be forfeited and shall not be carried over to a subsequent Plan Year and shall not be available to the Participant in any other form or manner.
- (b) *Use of DCAP Account Experience Gains.* DCAP Account Experience Gains (if any) with respect to a Plan Year may be retained by the Employer, or if not retained by the Employer shall be used only as permitted by applicable IRS regulations.

Section 8.08 TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's DCAP Account shall cease upon Termination of Employment. Any balance remaining in a Participant's DCAP Account on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within the Run-out Period for the applicable Period of Coverage.

Section 8.09 SEPARATE PLAN

Although described within this document, the DCAP Account is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 129. The DCAP Account is also a separate plan for purposes of HIPAA and COBRA, which laws do not apply to DCAP Accounts.

ARTICLE 9. HEALTH SAVINGS ACCOUNT (HSA) CONTRIBUTIONS

Section 9.01 IN GENERAL

To the extent that the Adoption Agreement authorizes contributions to Health Savings Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a Health Savings Account. The Account referred to under this Article 9 is intended to qualify as a health savings account under Code section 223 and shall be interpreted in a manner consistent with such Code section.

The maximum amount of HSA contributions through salary reduction that an Eligible Employee may elect to make for any Period of Coverage shall be set forth in the Adoption Agreement, on the Enrollment Form, or in such other Plan materials provided by the Employer to Eligible Employees. The Employer may set a different maximum salary reduction HSA contribution amount for any Plan Year prior to the beginning of the applicable Plan Year.

Section 9.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 who, as of the first day of the month, are enrolled in a high deductible health plan ("HDHP") as defined in Code section 223(c)(2) are eligible to participate in the Health Savings Account Contributions Benefit for the month, except as specified in the Adoption Agreement. An Eligible Employee who has elected to participate in a General Purpose Health FSA is not eligible to participate in the HSA Contributions Benefit under this Article 9. A Participant who has elected the General Purpose Health FSA Benefit that is in effect on the last day of a Plan Year cannot elect the HSA Contributions Benefit under this Article 9 for any of the first three calendar months following the close of that Plan Year, unless the balance in the Participant's General Purpose Health FSA is \$0 as of the last day of such Plan Year. An Eligible Employee who is not enrolled in a high deductible health plan as defined in Code section 223(c)(2) is not eligible to elect the HSA Contributions Benefit.

Section 9.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the HSA Contributions Benefit and elect to have a portion of his/her Compensation contributed to an HSA in accordance with Article 4. An HSA Contributions election may be modified as determined by the Plan Administrator, but no less frequently than monthly, provided, however, that any modification of an election during the Plan Year shall apply on a prospective basis only. A Participant who becomes ineligible to make HSA contributions may prospectively revoke his or her HSA contribution election. For purposes of this Section, an Eligible Employee's decision to change, revoke or make a new salary reduction election shall be considered prospective if the election is made and effective before the salary or wage payments to which it relates become currently available to the Employee.
- (b) *Contributions.* Amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement and applicable Employer rules with respect to such HSA contributions will be sent by the Employer directly to the Participant's HSA for deposit.
- (c) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year, until an election is made in accordance with (a) above.

Section 9.04 LIMITS

The amount of contributions to a Participant's HSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 223(b), as adjusted.

Section 9.05 ADMINISTRATION

The HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the Employer does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of HSA contributions by the Employer and by the Participant, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

Section 9.06 TERMINATION OF EMPLOYMENT

Except as expressly provided herein, all contributions to a Participant's HSA will terminate upon a Termination of Employment. The Participant will continue to be eligible to receive a distribution from his or her HSA in accordance with the terms of the documents governing the HSA.

ARTICLE 10 - RESERVED

ARTICLE 11. OTHER BENEFITS

Section 11.01 NON-ELECTIVE EMPLOYER CONTRIBUTIONS AND FLEX CREDITS

To the extent authorized in the Adoption Agreement, an Employer may make non-elective Employer contributions and/or Flex Credits available through the Plan. The Employer may, but is not required to, allocate non-elective Employer contributions to the Health FSAs or DCAP Accounts of Participants, and also may provide Employer contributions in the form of Flex Credits that Participants may allocate among one or more Benefits under the Plan. The Employer also may make non-elective Employer contributions to the HSAs of Participants who are then participating in an HDHP. The amount, if any, of such non-elective Employer contributions or Flex Credits available for any Plan Year, and the specific terms thereof, shall be set forth in the Adoption Agreement, on the Enrollment Form, or in such other Plan materials provided by the Employer to Eligible Employees for the Plan Year. Such non-elective Employer contributions or Flex Credits, if any, shall be made available to Eligible Employees or classes of Eligible Employees on a reasonably uniform and nondiscriminatory basis, and in the case of a Health FSA shall be subject to the limitations set forth in this Plan and 45 CFR 146.145(c)(3)(v) so that each Health FSA under the Plan qualifies as an "excepted benefit" for purposes of such regulation.

For a Period of Coverage which is less than 12 months, the amount of any non-elective Employer contributions or Flex Credits provided by the Employer shall be prorated by multiplying the annual Plan Year amount by a fraction with a numerator equal to the number of pay periods in such Period of Coverage and a denominator equal to the total number of pay periods in a Plan Year. Non-elective Employer contributions and Flex Credits as determined above shall be earned in equal pro-rata amounts on the last day of each payroll period throughout the Period of Coverage. The preceding sentences in this paragraph shall be subject to and modified by any applicable provisions to the contrary set forth in the Adoption Agreement, on the Enrollment Form, or in such other Plan materials provided by the Employer to Eligible Employees for the Plan Year.

Section 11.02 CASH OPT-OUT BENEFIT

If made available by the Employer in the Adoption Agreement, an Eligible Employee may elect, for any Plan Year, to receive a cash payment in lieu of receiving coverage under the Employer's group health plan and/or other benefit plan(s) referenced in the Adoption Agreement. The amount(s) of this Cash Opt-Out Benefit for any Plan Year shall be established by the Employer prior to the beginning of the Plan Year, and such amount(s) shall be set forth on the Enrollment Form for the relevant Plan Year or in such other plan materials provided by the Employer to Eligible Employees. The Eligible Employee shall elect the Cash Opt-Out Benefit by completing the relevant section of the Enrollment Form prior to the beginning of the Plan Year. Unless otherwise provided in the Adoption Agreement or other plan materials, for a Period of Coverage that is less than 12 months, the amount of the Cash Opt-Out Benefit shall be pro-rated by multiplying the annual Plan Year amount by a fraction with a numerator equal to the number of pay periods in such Period of Coverage and a denominator equal to the total number of pay periods in a Plan Year.

Section 11.03 CASH OUT OF FLEX CREDITS

- (a) *In General.* To the extent provided in the Adoption Agreement, a Participant may elect to receive a cash distribution of Flex Credits from the Plan.
- (b) *Eligible Employees.* To the extent provided in the Adoption Agreement, the Employees identified in Article 3 are eligible to receive a cash distribution from the Plan under this Section 11.03.

ARTICLE 12 - RESERVED

ARTICLE 13. NONDISCRIMINATION

Section 13.01 NONDISCRIMINATION REQUIREMENTS

This Plan is intended not to violate any nondiscrimination requirements imposed by Code Section 125 and other applicable Internal Revenue Code provisions and should be interpreted accordingly. The following nondiscrimination requirements shall apply:

- (a) *Cafeteria Plan.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate.
- (b) *Group Term Life.* The Plan may not discriminate in favor of Key Employees as to benefits provided or eligibility to participate with respect to any group term life insurance offered pursuant to Section 4.01.
- (c) *Health Flexible Spending Account.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate with respect to the Health FSA.
- (d) *Dependent Care Assistance Plan Accounts.* The Plan may not discriminate in favor of Highly Compensated Employees as to benefits provided or eligibility to participate with respect to DCAP Accounts.

Section 13.02 ADJUSTMENTS

If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator or the FSA Administrator at the Plan Administrator's direction may modify any election or take such other actions necessary in the Plan Administrator's judgment in order to assure compliance with such requirements or limitations. Any act taken by the Plan Administrator under this Section 13.02 shall be carried out in a uniform and non-discriminatory manner.

ARTICLE 14. PLAN ADMINISTRATION

Section 14.01 PLAN ADMINISTRATOR

- (a) *Designation.* The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator.
- (b) *Authority and Responsibility of the Plan Administrator.* The administration of the Plan shall be the responsibility of the Plan Administrator. The Plan Administrator has the discretionary power and authority to interpret the Plan and to determine all questions that arise under it, including, without limitation, questions of eligibility and amounts of Benefits due under the Plan. All determinations, interpretations, and decisions of the Plan Administrator shall be applied uniformly and consistently in a nondiscriminatory manner and shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.
- (c) *Procedures.* The Plan Administrator (and the FSA Administrator as applicable) may establish such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.
- (d) *Allocation of Duties and Responsibilities.* The Plan Administrator may designate other persons to carry out any of the Plan Administrator's duties and responsibilities under the Plan, including one or more officers or employees of the Employer, or individuals or entities independent of the Employer (such as the FSA Administrator).

ARTICLE 15. AMENDMENT AND TERMINATION

Section 15.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor or its authorized representative.

Section 15.02 TERMINATION

- (a) The Plan Sponsor reserves the right to terminate the Plan or any Benefit at any time for any reason.
- (b) A participating Employer may terminate its participation in this Plan upon (i) written notice to the Plan Sponsor of its intent to terminate participation in the Plan, (ii) the closing of a merger in which the participating Employer is not the surviving entity and the surviving entity is not an Affiliate of the Plan Sponsor, or (iii) the sale of all or substantially all of the participating Employer's assets to an entity that is not an Affiliate of the Plan Sponsor.

ARTICLE 16. CLAIMS PROCEDURES

Section 16.01 CONTRACT BENEFIT AND HSA CLAIMS

- (a) *Benefits Provided by Contracts.* Claims and reimbursement for benefits provided under any Contract shall be administered in accordance with the claims procedures for the applicable Contract, as set forth in the Contract's plan documents, summary plan description, and/or similar documentation.
- (b) *HSA Claims.* Claims relating to the HSA shall be administered by the HSA trustee/custodian in accordance with the HSA trust or custodial document between the Participant and such trustee/custodian.

Section 16.02 CLAIMS PROCEDURES FOR PLAN ACCOUNTS (OTHER THAN CONTRACT BENEFITS AND HSA)

- (a) *Claims.* A request for benefits is a "claim" subject to this Section only if it is filed by the Participant or the Participant's authorized representative in accordance with the Plan's claim filing guidelines. In general, claims must be filed in writing. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim or a dispute involving a mid-year election change) must be filed with the Plan Administrator. A casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a "claim" under these rules, unless it is determined that the inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to process the claim, the Participant will be given an opportunity to provide the missing information. Participants may designate an authorized representative if written notice of such designation is provided.
- (b) *Health FSA and DCAP Account Claims for Reimbursement.* A Participant with a Health FSA or DCAP Account may apply for reimbursement of eligible expenses incurred during the relevant Period of Coverage by submitting a claim in writing to the FSA Administrator or by such other method acceptable to the FSA Administrator. In addition to the provisions of this sub-section (b), a Participant may use a Debit Card for reimbursement of eligible expenses in accordance with Section 16.04 below. All claims for reimbursement should be submitted to the FSA Administrator as soon as reasonably possible but no later than the last day of the Run-out Period for the relevant Period of Coverage. A claim for reimbursement may be made before or after the Participant has paid the eligible expense but not before the expense has been incurred.

Any such claim shall include all information and evidence that the FSA Administrator deems necessary to properly evaluate the merit of and to make any necessary determination. A claim for reimbursement shall be in such form(s) as may be prescribed by the FSA Administrator and generally shall set forth:

- (i) the amount, date and nature of each expense for which reimbursement is being sought;
- (ii) the name of the provider of the service or item that gave rise to the expense;
- (iii) the name of the person for whom the expense was incurred and, if not the Participant, the relationship of such person to the Participant; and
- (iv) a statement from the Participant that the expense (or portion thereof) for which reimbursement is being sought has not been reimbursed and is not eligible for reimbursement under any other group health plan, insurance or other source.

The claim for reimbursement shall be accompanied by a bill, paid receipt, explanation of benefits, or other written statement from an independent third party stating that the expense has been incurred and the amount of such expense. The FSA Administrator may request any additional information necessary to evaluate the claim.

A claim form and supporting documentation or information should be mailed, emailed or faxed to the FSA Administrator at the following address:

HealthTrust, Inc.
Attn: Benefit Advantage-Confidential
PO Box 617
Concord, NH 03302-0617
Fax: (603) 415-3099
Tel: (603) 226-2861
Email: benefitadvantage@healthtrustnh.org

The FSA Administrator will review properly submitted claims promptly upon receipt and will make a decision on the claim in accordance with relevant Plan provisions and the FSA Administrator's standard claims processing procedures. The FSA Administrator shall notify the Participant of any claim denial within a reasonable period of time, ordinarily within 30 days after receipt of the claim, unless the FSA Administrator determines additional time is required to make a determination.

- (c) *Denial of Claims.* If a claim for reimbursement or benefits is denied in whole or in part, the Participant will receive a written notice from the FSA Administrator that includes:
- (i) The reason or reasons for the denial;
 - (ii) A description of any additional information or material needed to support the claim and an explanation of why the additional information or material is necessary; and
 - (iii) An explanation of the procedures for a Participant to appeal the denied claim.
- (d) *Review Procedures; Appeals to Plan Administrator.* A Participant may request in writing a review of a denial of a claim within sixty (60) days after the Participant receives the written notice of denial. The Participant's appeal request should include the reasons that he or she feels the claim should not have been denied and any additional facts and/or documents that the Participant believes supports the claim. The Participant may review (upon request) documents and other non-privileged information that are relevant to his or her appeal. The appeal letter and supporting information or documentation should be mailed to the address set forth in Section 16.02(b) above.
- Properly submitted written appeals will be reviewed promptly by the Plan Administrator. A written notice of decision on appeal will be sent to the Participant within sixty (60) days after the Plan Administrator receives the appeal letter. However, if special circumstances require a delay and the Participant is so notified, the review may take up to 120 days. The written notice will state the reasons for the Plan Administrator's decision and will refer the Participant to relevant Plan provisions and/or other documentation or information on which any adverse decision is based. The decision of the Plan Administrator on appeal shall be final, conclusive and binding.
- (e) *Exhaustion of Remedies; Limitations Period for Filing Suit.* Unless otherwise prohibited under the Plan or pursuant to applicable law, before a suit can be filed in court, claimants must exhaust the Plan's claim procedures. Unless otherwise provided under the Plan or required pursuant to applicable law, a suit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

Section 16.03 RECOVERY OF MISTAKEN PAYMENTS

If any reimbursement or other payment made under the Health FSA or DCAP Account Benefits of the Plan is subsequently found to have been made in error (for example, payment to an ineligible person, reimbursement of an ineligible expense, lack of required substantiation, improper use of a Debit Card, etc. – collectively, "mistaken payments"), the Plan shall be entitled to recover the amount of such mistaken payments in accordance with the procedures set forth in this Section 16.03. The FSA Administrator and the Employer shall pursue recovery of mistaken payments utilizing one or more of the following correction methods:

- (i) Require the Participant or other person receiving the mistaken payment to reimburse the Plan for the amount of the mistaken payment;
- (ii) If the FSA Administrator and the Employer are unable to obtain repayment per (i) above, deny the Participant reimbursement of subsequently submitted claims incurred during the same Period of Coverage until the amount of the mistaken payment is fully recovered by the Plan;
- (iii) Withhold or offset the amount of the mistaken payment from the Participant's pay or compensation; or
- (iv) Take such other action that the FSA Administrator and Employer reasonably deem necessary to ensure recovery of mistaken payments and that such mistaken payments do not recur (for example, deny access to the use of a Debit Card until the mistaken payment is repaid in full or revoke the card entirely).

If none of the above correction methods are successful in recovering a mistaken payment, the Employer, consistent with its business practice, shall treat the amount owed by the Employee as it would any other business debt. To the extent the Employer forgives the debt after requesting payment consistent with collection procedures for other business debt, the Employer shall report the amount of the mistaken payment to the Employee and IRS as taxable wages on Form W-2 in the taxable year of the Employee in which the debt is forgiven. Any of the above correction methods shall be pursued only in accordance with and to the extent permitted by applicable law.

Section 16.04 DEBIT CARDS

The FSA Administrator may make Debit Cards available to Participants as a means of paying for Health FSA and DCAP Account expenses and receiving reimbursement from their Accounts. A Participant who elects to use the Debit Card option may be charged annual and/or other administrative fees for use of the card. Debit Cards may be used only for reimbursement of Health FSA and DCAP Account expenses incurred during the relevant Period of Coverage, inclusive of any Grace Period.

A Participant (and Spouse or Dependent) utilizing the Debit Card shall be required to provide paper substantiation to the FSA Administrator of all Health FSA and DCAP Account expenses charged to the Debit Card, unless otherwise permitted by the FSA Administrator in accordance with applicable IRS rules. The paper substantiation shall be in the form of a bill, paid receipt, explanation of benefits, or other written statement from an independent third party stating that the expense has been incurred and the amount of such expense, and shall include any additional documentation or information that the FSA Administrator may require. Any charges to a Debit Card shall be treated as conditional reimbursement to the Participant pending receipt and approval of proper substantiation of the charge by the FSA Administrator.

Use of the Debit Card for payment of other than Health FSA and DCAP Account expenses may subject the Participant to permanent revocation of the card, and the Employer and Participant will be responsible for repayment of any such ineligible expenses reimbursed by the Participant's Health FSA or DCAP Account. See Section 16.03 "Recovery of Mistaken Payments." The Debit Card will be cancelled automatically upon the Participant's termination of employment or ineligibility for Health FSA and DCAP Account Benefits. The Participant will be charged a fee to replace and/or obtain additional Debit Cards.

Notwithstanding any provision of this Section to the contrary, Debit Cards may be used for reimbursement of Health FSA and DCAP Account expenses (including, without limitation, expenses for qualifying over-the-counter products) only if and to the extent permitted by applicable IRS rules as in effect at the time the Health FSA and/or DCAP Account expense is incurred.

ARTICLE 17. MISCELLANEOUS

Section 17.01 NONALIENATION OF BENEFITS

No Participant or beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he or she may expect to receive, contingently or otherwise, under the Plan.

Section 17.02 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee or Participant, or as a right of any Employee or Participant to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 17.03 NO FUNDING REQUIRED

Except as otherwise required by law:

- (a) Any amount contributed by a Participant and/or the Employer to provide benefits hereunder shall remain part of the general assets of the Employer and all payments of benefits under the Plan shall be made solely out of the general assets of the Employer.
- (b) The Employer shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Employer may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.
- (c) No person shall have any rights to, or interest in, any Benefit or Account other than as expressly authorized in the Plan.

Section 17.04 MEDICAL CHILD SUPPORT ORDERS

In the event the Plan Administrator receives a Medical Child Support Order, the Plan Administrator shall comply with any applicable law or procedures governing Medical Child Support Orders.

Section 17.05 GOVERNING LAW

The Plan shall be construed in accordance with and governed by the laws of the State of New Hampshire, to the extent not preempted or superseded by applicable Federal law.

Section 17.06 TAX EFFECT

The Employer and the FSA Administrator do not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. The Participant remains solely responsible for determining whether each payment under the Plan is excludable from his or her gross income for tax purposes, and to notify the Employer if the Participant has reason to believe that such payment is not so excludable.

Section 17.07 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 17.08 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 17.09 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 17.10 TRANSFERS

Except as explicitly set forth herein, amounts may not be transferred between Accounts.

Section 17.11 COBRA

If the Plan or Benefit is subject to COBRA (or other applicable continuation law) or the Plan Administrator determines that the Plan or Benefit is subject to COBRA (or other applicable continuation law), a Participant shall be entitled to continuation coverage as prescribed in COBRA or such applicable law.

Section 17.12 CONFLICTS

In the event of a conflict between the terms of this Plan and the terms of a Contract, the terms of the Contract (or the benefit plan under which it is established) shall control in defining the terms and conditions of coverage including, but not limited to, the persons eligible for coverage, the dates of their eligibility, the conditions that must be satisfied to become covered, if any, the benefits Participants are entitled to receive and the circumstances under which coverage terminates.

Section 17.13 DEATH

If a Participant dies, the Participant's estate or beneficiaries may submit claims for expenses or benefits for the portion of the Period of Coverage preceding the date of the Participant's death. A Participant may designate a specific beneficiary for this purpose. Unless prohibited by applicable law, the FSA Administrator may pay any amount due hereunder to such designated beneficiary, or if no such beneficiary is designated, to the Participant's Spouse, one or more of his or her Dependents or a representative of the Participant's estate. Such payment shall fully discharge the FSA Administrator and the Employer from further liability on account thereof.

Section 17.14 INFORMATION TO BE FURNISHED

Eligible Employees shall provide the Employer and the FSA Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of this Plan.

Section 17.15 NON-ERISA GOVERNMENTAL PLAN

This Plan, and any Benefit component that qualifies as a separate Plan, is a governmental plan established and maintained by the Employer, and as such is exempt from the provisions of ERISA.

ARTICLE 18. HIPAA PRIVACY AND SECURITY COMPLIANCE

This Article 18 shall only apply in the event that the Health FSA(s) under the Plan constitutes a group health plan as defined in 45 CFR section 160.103 or if the Plan Administrator determines that the Plan or a component Benefit is subject to the HIPAA privacy and security rules. The Plan will comply with HIPAA as set forth below.

Section 18.01 HIPAA COMPLIANCE

HIPAA requires that health plans protect the confidentiality and privacy of individually identifiable health information known as Protected Health Information ("PHI"). The Plan (at least to the extent of the Health FSA component(s)) is a "covered entity" for purposes of HIPAA and shall conduct its activities in compliance with HIPAA. This Article 18 sets forth the Plan's policy ("Policy") regarding the use and disclosure of PHI. All capitalized terms used in this Article 18 shall have the same meaning as in HIPAA or as defined in Article 2, unless otherwise indicated.

Section 18.02 USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (PHI)

The Plan and the Employer (as Plan Sponsor and Plan Administrator, as applicable) will use and disclose PHI only to the extent of and in accordance with the uses and disclosures permitted by HIPAA. Specifically, it is expected that the Plan and the Employer will only utilize and disclose PHI of covered Individuals for purposes of the administration of the Health FSA component(s) of the Plan. With respect to PHI that it creates, receives, maintains or transmits on behalf of the Plan, the Employer agrees that it will:

- Not use or further disclose PHI other than as permitted or required by the Plan Documents, this Policy or by law;
- Ensure that any agents to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- Not use or disclose PHI for employment-related actions and decisions unless authorized by the individual with respect to whom such PHI relates;
- Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Employer unless authorized by the individual with respect to whom the PHI relates;

- Report to the Plan any PHI use or disclosure of which it becomes aware that is inconsistent with the uses or disclosures provided for in this Policy and by HIPAA;
- Make PHI available to an individual in accordance with HIPAA's access requirements;
- Make PHI available for amendment by the individual with respect to whom the PHI relates and to incorporate any such amendments to PHI in accordance with HIPAA;
- Make available the information required to provide an accounting of disclosures in accordance with HIPAA;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the United States Health and Human Services Secretary for the purposes of determining the Plan's compliance with HIPAA;
- If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction not feasible);
- Ensure that, in accordance with HIPAA, only the employees or classes of employees or other persons specifically identified or designated by the Employer in the Adoption Agreement or in the Plan's HIPAA policies and procedures to receive PHI may be given access to PHI by the Employer;
- Ensure that any person(s) described above may only have access to, and use and disclose PHI for Plan administration functions that the Employer performs for the Plan; and
- Ensure that if any person(s) described above do not comply with this Policy and the Plan Document, the Employer shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.

Section 18.03 HIPAA SECURITY REQUIREMENTS APPLICABLE TO ELECTRONIC PHI

To ensure the Plan's compliance with the security requirements of HIPAA with respect to electronic PHI, the Employer further agrees that it will:

- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan;
- Ensure that the adequate separation between the Plan and the Employer with respect to electronic PHI is supported by reasonable and appropriate security measures;
- Ensure that any agent to whom it provides electronic PHI agrees to implement reasonable or appropriate security measures to protect the electronic PHI; and
- Report to the Plan any security incident of which it becomes aware concerning electronic PHI.

Section 18.04 EMPLOYER CERTIFICATION

The inclusion of Sections 18.02 and 18.03 above shall constitute certification to the Plan by the Employer, as Plan Sponsor, that such provisions have been incorporated into this Plan Document in accordance with applicable HIPAA regulations.

HUDSON, NH BOARD OF SELECTMEN

Minutes of the November 23, 2021 Meeting

1. CALL TO ORDER - by Chairman McGrath the meeting of November 23, 2021 at 6:59 p.m. in the Selectmen Meeting Room at Town Hall
2. PLEDGE OF ALLEGIANCE led by Town Planner Brian Groth
3. ATTENDANCE

Board of Selectmen: Marilyn McGrath, Bob Guessferd, David Morin, Kara Roy, Brett Gagnon

Staff/Others: Steve Malizia, Town Administrator; Elvis Dhima - Town Engineer; Brian Groth - Town Planner; Jess Forrence - DPW Director; Gary Gasdia - School Board Chairman; Jill Laffin - Executive Assistant

4. PUBLIC INPUT

Heidi Jackoby, 94 Gowing Road

Good evening, Madam Chair, Board Member Morin, Board Member Guessferd, Board Member Roy and Board Member Gagnon. My name is Heidi Jacoby and I live at 94 Gowing Road. I am here on behalf of Mr. Bento, Mr. Crowley, Mr. Thatcher and myself, the plaintiffs in the right to know lawsuit we have brought against the Town. We are here to invite you to participate in a meeting among us, the plaintiffs, you, the Board of Selectmen and then our respective counsel to discuss settlement of the case. Earlier tonight, our attorney emailed your attorney a settlement package that contains the following: one, a one page cover letter from Attorney Manzelli to Attorney Lefevre. Two, a one page letter directly from us directly to you, and three a four page proposed settlement agreement. We are asking for a meeting with you to share our perspective and context for the settlement agreement we have proposed. We feel that it is in everyone's best interest to at least try to resolve this matter outside of the court. We do not expect you to take any action on either our invitation to meet or our settlement offer tonight. We are not looking for any dialogue or discussion about this matter with you tonight. We want to personally invite you to a joint meeting to take what we hope will be the first step towards reaching a mutually beneficial settlement after your counsel has shared the entire settlement package with you. We hope you will then accept our invitation to meet. Thank you for your time and consideration.

John Debuc, 11 Eagle Drive

My name is John Debuc. I live at 11 Eagle Drive. Thank you for allowing me to speak tonight. I have a couple of items I want to address tonight. The first item that I want to speak about is an item that Mr. Jim Dobens spoke about recently, the comprehensive impact study for all of the development that's proposed for Hudson. My first question, as has the Board looked into getting this started. This is vital to ensure we have the road capacity and public safety infrastructure for all these proposed and built projects. I feel that we have developers working in a narrow stovepipe view of their impact, and the town needs to look holistically and all of the projects and the impacts that they will bring. The former chair of the Select Board said that one of the projects in the works is pushing the traffic to the other areas and not resolving the big issue of traffic on Lowell Road. Many of these new projects are proposed for the areas that will have the push to traffic. And this is not going to fix any issues. They will just get worse. This comprehensive impact study is the only way that you and the residents will know that problems are identified and good solutions are presented. I've been an active participant for over a year and a half with the Select Board meetings and Planning Board

meetings. It is apparent to me that there are board members who are not respectful of each other. I see comments made to each other and the tone that used at many meetings. This needs to be fixed. You're all sitting here because you want to represent the Town and make Hudson a better place. And we selected all of you to represent us, the citizens of this great town. When we respect each other and get along, there's so much that we can accomplish together. Thank you very much.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

Appointment

- 1) Conservation Commission - (2 member vacancies expiring 12/31/21, 2 alternate vacancies expiring 12/31/22 and 12/31/23)

Bill Collins (incumbent member)

Chairman McGrath said, we have one appointment to the Conservation Commission this evening. Mr. Bill Collins. Does anyone have any questions for Mr. Collins? Seeing none the Chairman said we're all familiar with Mr. Collins. He does a great job. Selectman Roy made a motion, seconded by Selectman Morin to nominate and appoint Bill Collins as a member of the Conservation Commission with a term to expire 12/31/24. Carried 5-0.

Selectman Gagnon was recognized and said I just like to say Mr. Collins does a great job. He's been a really good leader. I've watched a lot of the meetings. He's not only, you know, logical in his thought process, but he's a good leader of the commission. And he does a lot of work outside, you know, with trails and whatnot. He's been doing a fabulous job. I really want to commend him for that.

Nomination Interview

- 1) Conservation Commission - (2 member vacancies expiring 12/31/21, 2 alternate member vacancies expiring 12/31/22 and 12/31/23)

Brian Pisonneault (applying to be an alternate member)

Chairman McGrath recognized Mr. Brian Pisonneault who applied to be an alternate member of the Conservation Commission. The Chairman asked the Board, does anyone have any questions for Mr. Pisonneault? Selectman Gagnon was recognized and said thank you so welcome and thanks for stepping up to volunteer. I used to be on the commission myself, so I'm very passionate about it. What makes you think you want to join it? What drives you? Mr. Pisonneault replied saying I spend a lot of time outdoors in Hudson hiking, fishing, hunting, and I've seen the work that Bill (Collins) and everybody has done on the Commission. I'm proud of it. They've done incredible things lately, just over the past few years with trail renovations and obtaining properties. I want to be a part of it. I think you're doing great work. Selectman Gagnon then said and the last follow up question is what skills do you think you bring to the table that you think would help this commission? Mr. Pisonneault replied I spent a lot of time outdoors. I've noticed, particularly the wood duck boxes at Robinson Pond are in disrepair. I have someone that's a union carpenter that's willing to build the boxes and, you know, just using my network of friends that I'm familiar with I think we can get some work done. Continue on with the work that's being done. Selectman Gagnon replied, Great. Excellent. We definitely need the volunteers at a very good commission. So thank you for trying to join. Thank you. That's all. Madam Chair.

Chairman McGrath then said thank you. Anyone else have any questions? No, if not, the Board of Selectmen has adopted a policy of interviewing and then at the next meeting, making a decision on the candidate. So we'll be making a decision at the next Board of Selectmen meeting. Mr. Pisonneault replied, Excellent. Thank you.

6. CONSENT ITEMS

A. Assessing Items

- 1) Deed Easement - 56 Derry Street

B. Water/Sewer Items - none

C. Licenses & Permits & Policies

- 1) Tag Day Permit - Salvation Army Kettle Campaign

D. Donations - none

E. Acceptance of Minutes

- 1) Minutes of October 26, 2021
- 2) Minutes of November 2, 2021
- 3) Minutes of November 9, 2021

F. Calendar

- 11/24 Thanksgiving - Town Offices Closed
- 11/25 Thanksgiving Break Town Offices Closed
- 11/26 Thanksgiving Break Town Offices Closed
- 12/1 8:30 Highway Safety Committee - Buxton Meeting Room
- 12/1 7:00 Budget Committee - Buxton Meeting Room
- 12/2 7:00 Recreation Committee - BOS Meeting Room
- 12/7 7:00 Municipal Utility Committee - Buxton Meeting Room
- 12/8 7:00 Planning Board - Buxton Meeting Room
- 12/9 7:00 Zoning Board of Adjustment - Buxton Meeting Room
- 12/13 7:00 Cable Utility Committee - HCTV Meeting Room
- 12/13 7:00 Conservation Commission - Buxton Meeting Room
- 12/14 7:00 Board of Selectmen - BOS Meeting Room

Selectman Morin made a motion seconded by Selectman Gagnon to approve all consent items. Carried 5-0.

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on November 9, 2021

- 1) Selectman Gagnon made a motion, seconded by Selectman Morin to approve Chief Buxton's request to buy back 400 hours of vacation time. Carried 4-0.

- 3) Selectman Morin made a motion, seconded by Selectman Gagnon to adjourn at 8:50 p.m. Carried 4-0.

8. NEW BUSINESS

A. Sustainability Committee - CPCNH Appointees

The Town Administrator was recognized and said as you recall, most recently, the Board voted to join for electrical, the Community Power Coalition of New Hampshire for the aggregation or potential aggregation of electricity in the town of Hudson. By joining that, we need to do a couple more appointments. We need to recognize the Electric Aggregation Committee as a subcommittee of the Hudson Sustainability Committee, and we need to appoint a director member to the Community Power Coalition and an alternate member to the Community Power Commission. I believe you have two names in front of you, Mr. Putnam as the director of Ms. Messner, as the alternate. They serve on the Sustainability Committee, and they're willing to step up and serve in those capacities. Chairman McGrath asked the Board, anybody have any questions, comments, motions? Selectman Gagnon made a motion, seconded by Selectman Roy to recognize the Electric Aggregation Committee as a subcommittee of the Hudson Sustainability Committee. Carried 5-0.

Selectman Guessferd made a motion, seconded by Selectman Roy to appoint Craig Putnam as the Director Member to the Community Power Coalition of New Hampshire. Carried 5-0.

Selectman Gagnon made a motion, seconded by Selectman Morin to appoint Kate Messner as Alternate Member to the Community Power Coalition of New Hampshire. Carried 5-0.

B. Traffic and Growth Assessment

Chairman McGrath recognized Town Planner, Brian Groth and Town Engineer, Elvis Dhima. Mr. Groth addressed the Board saying, Good evening, Board Members. So we're here tonight. In response to requests for what was described as a comprehensive impact study to take a look at the effect of development on our roads, the traffic, environment, schools and emergency services. There are a few options that Mr. Dhima and I have investigated. But first, I'd like to provide some context around the topic. The zoning amendment of 2017 raised the permitted building height by 12 feet in certain industrial zoned parcels for the purpose of economic development. While this predates me, my tenure here, it's my understanding that we were losing business in those industrial zones. They were going elsewhere. Since then, and today, Sycamore Park is nearly 100 percent occupied, which is unheard of, and the non-residential tax base has improved. A strong non-residential tax base i.e. lower tax rate for residents is important to some voters, and we heard that during the master plan outreach process. So it doesn't to me, make sense to suggest that voters were tricked or fooled into voting for this. Obviously, it's fine to disagree. It's fundamental to our system and our process, but we have to understand certain facts about the process. During that request, several development applications, some pending some approved, were mischaracterized and those mischaracterizations were significant. And it's important to understand that. It is true that development applications are reviewed on an individual basis. That's just the nature of the beast. It's incremental depending on the scale and context of the project they are, they do account for pending projects and obviously the world does not end up Town line.

We're in a very desirable location surrounded by communities that continue to grow as well. So the issue of growth and development and increased traffic is a regional issue and a region that we're part of. So traffic wise, the National Regional Planning Commission, NRPC, has a regional traffic model. In Hudson this model has 200 TAZ's or traffic analysis zones. The model can be used to perform projections of future conditions based on anticipated growth and households and employment rate of single occupancy vehicles. So transportation behaviors, traffic distribution analysis and potential vacant developable land. This model can be updated with new data points and traffic counts. They can be performed more detailed projection for Hudson rather than this current regional model. The model would then project pinch points and areas of Town that would worsen as growth continues and what to do with that, I'll get into that in just a moment. But from NRPC, this study could take about six months and it could start in the spring of 2022. The great news is that as a dues paying member, it would not incur any additional costs to the Town for this. It's funded by the Unified Planning Work Program, UPWP. It's a transportation planning fund for MPOS or metropolitan planning organizations, of which NRPC is one. Uh, this is as informal discussions have occurred this is on their radar. But does request a formal request from the Town, then it would be have to be approved by NHDOT. But see no issue there.

Mr. Groth continued saying, in addition to that, they're currently doing this for two other communities at rates of about \$5,000 and about \$7,500 is a build out analysis, which takes certain assumptions and basically runs a model that hypothetically develops the Town to its maximum capacity given the current zoning. That could inform impacts other things like the school's environmental impacts, things like that. They can also do what's called scenario planning where you start with that buildout analysis, and then he tweaks certain things. you say, what if we, you know, increase this or decrease that? So again, that the traffic modeling can be covered by funding, that they already have this extra build out analysis and scenario planning would be additional moneys. And speaking with Jay Mencara, the Executive Director, he's aware of that he may be requested to come give additional detail to this project.

Mr. Groth went on to say, to dovetail with that model a consultant could be employed to conduct a mitigation study to address those pinch points. This would involve a series of outreach meetings with boards and stakeholders and review sort of preliminary engineering designs and mitigation strategies. That process, which we got sort of a preliminary quote from a consultant that does this, could take about a year to a year and a half, and the cost can range up to one \$150,000. That kind of depends on how many outreach meetings that the project warrants. And I'd also like to add that in 2003, we, the Town of Hudson with Litchfield, went through something similar and NRPC engaged a consultant to identify areas that would become worsened with increased development. And they created a series of recommendations for infrastructure improvements to address that, that growth and development. Some of these improvements have actually been completed to the plan, and Mr. Dhima can speak on that in a moment. They're also carried through into the transportation chapter of the master plan. So as I mentioned earlier, development growth, it's all incremental and so are the improvements that are necessitated by that. So we don't build the infrastructure that we need in 50 years. We don't build it all today. It happens piece at a time. Obviously, we can't expect growth or development to stop in Hudson or this region. So that's why it's important to address these things and have an updated, ongoing strategy to address that growth. So seeing as 2003 was almost 20 years ago, time is probably ripe.

Mr. Groth then said, I'll also finally add the implementation of these improvements have largely been funded by a combination of impact fees and grants, and those impact fees are paid by developers in an amount related to their traffic impact. So that's just sort of look behind what we are, have been doing and how we've been doing it. Obviously, we'll take some questions, but I just want to give you the intro first and Elvis if you'd like to take it.

Mr. Dhima started off by saying, nice job, Brian. Some of the projects, including this study that was done in 2003, was street lighting, intersection installation at Pelham and Lowell Road, which happened. Widening of additional lanes on different corridors. And we're currently widening Lowell

Road, where we're almost done with the design phase and we should be doing construction hopefully in 2022 from Haffner's all the way down to Sagamore. We added a lane to Library Common. We updated all the traffic intersection communications and operations day to day. We added a lane on Kimball Hill, 111 and Greeley intersection. The Town has spent approximately \$3 million in the past seven years related to traffic improvements in Town. That's a good chunk of change, and most of that has come through either federal funded projects such as C-Max, Library Common and Lowell Road right now through an 80 20. But also a good part of that has come from private developers contributing their cap fees, their share, fair share of cap fees that goes through the Planning Board and Planning Board with Board of Selectmen engaging in different projects such as the \$600,000 that was recently invested to improve all the intersections, including the once owned by the state, Kimball Hill and 111. So the Town has been doing work towards that. It is important to understand and accept the fact that most of the traffic during peak hours is commuter traffic in this Town, somewhere between 65-75%, depending on the day. That's a reality. That is not going to change no matter if we stop development in this town. I've said it in the past and public sessions and private to you personally. We need to accept that if the Town decides to stop all the development today, you're still going to see a significant amount of traffic on our roads. Pelham is going to continue to grow. Windham, Londonderry, Derry Nashua. State of Mass coming here shopping. That's not going to change.

Mr. Dhima then said the options in front of you tonight that Brian went over consists of two things. The first one is NRC, which is basically the project or the model that we have, making that even nicer and tighter based on spring 2022 traffic data that they can do for us at no cost. And in addition, parallel to that, you can also do an additional in-depth analysis of everything you've done in the past, crossing out all the projects you have completed and setting up the Town for the next 10 years to what needs to happen to make sure that we stay on course of keeping up with all the traffic that's coming through and that will continue to come. You can do one or the other, you can do both. You as a Board have the option to do that A, B or A and B together. The first one is, Brian stated, is at no cost. The second one is about \$150,000. As you know, it's a default budget, so the Board has the option to either put this off for later or raise money through a warrant article. It is also important and fair to say that once that process starts, which is hiring a consultant such as VEB, you're going to see the good, the bad and the ugly. As far as traffic improvements goes. Everything is to be considered. It will be up to the Board, to the Public, Planning Board, whoever is involved with that, to identify to which way the Town wants to go as far as improvements goes, because they're going to look different. And I don't want to get into it because I don't want to get everyone's blood pressure going tonight. There's only so much we can do, but it's important to understand that it's going to be everything is going to be put on the table. So you have to look at all the options if you choose not to go one option on the other. That's up to you to the Town. Obviously, you have to make the decision, but everything will be looked at. And as I said, the good, the bad and the ugly. And that's it.

Selectman Roy was recognized and said so maybe I misunderstood, but the hundred for the consultant did. Did you say that that could possibly be funded out of impact fees? Did I misunderstand that? I might have. Mr. Groth replied saying so fees can be used for actual completing the projects, not for plans or studies? That's not to say that we might not be able to identify other funding sources. I'd have to look further into that. Selectman Roy replied, Ok. Ok.

Selectman Gagnon was recognized and said Thank you. So I have three questions for you. I'll start with, I think the easier one the 2003 study that you referenced. Was that a free NRPC study? Or was that a study \$7,500 study or was that \$150,000 study?

Mr. Groth responded saying that was at no cost to the Town, I believe it was federally grant funded. So that's why I'm suggesting that this other consultant piece, if there's interest there, let me look into other funding sources. And whether it's a 2003 study or other studies you have done, my layman understanding is these studies will say, you know what the traffic is, what it's projected to be, a mitigation effort and what that conclusion should look like. From your both your professional opinions, do you feel like the studies that were done, that the conclusion that was projected has happened? Meaning has the studies you know what they recommend and if we've implemented

them, as you've stated, have the conclusions come to what you expect? Or is traffic increasing exponentially beyond the conclusion of what those studies projected? Does that make sense? Mr. Groth responded, yeah, I understand the question, to be honest with you I don't offhand know what the traffic projected was exactly in that 2003 study. Some of the mitigation strategies recommended have been implemented. So it's sort of it validates those, I believe. The other issue with, you know, these older studies as things change over 20 years, so the circumstances might have to be reconsidered.

Selectman Gagnon replied Ok. All right. There were also projects that were mentioned in there that obviously haven't happened. One of them was the Hudson Boulevard. Circumvental Highway phase one. a lot was put towards providing relief for other projects when that was happening. Obviously, that hasn't happened. So Pelham and Lowell Road is one of the projects that was mentioned that actually got executed. So that's done. What VHP offers is not just a reassessment of what we already done, but is actually getting in depth and come in with some kind of preliminary ideas to what we can do to mitigate them. So the idea is to map out to what you need to do along the corridor. So when you get a development in front of the Planning Board, you can tell the developer offsite improvements, we know exactly what needs to happen in front of your property. Here it is. If you adopt that, now you have a document that not only gives us the ability to enforce it, but also the Planning Board as well when there's offsite improvements to take place. Selectman Gagnon then said, Okay. And just for forgive me, sorry for interrupting, just for my clarity. You know, the difference between the \$7,500 dollar addition and the proposed \$150,000 study, which one were you just referencing? Mr. Dhima replied, I'm yeah, I'm referencing B. I'm referencing the other one in depth, \$150,000 assessment. Mr. Groth added that can range from \$100,000 to \$150,000 depending on how many meetings the Town wants to have. Okay, but this is really about, that process is really about finding consensus around mitigation strategies. And to do that, it does require a bit of engineering.

Selectman Gagnon then said okay and the \$7,500 version one? Mr. Groth responded so when before I described it, that that consultant study would dovetail with NRPC study. So really, the NRPC study should come first and particularly the free version. The additional sort of add-ons to that would be the buildout analysis, which so the basic traffic model makes certain projections and assumptions. The build out analysis is a bit more detailed and basically projects maximum development capacity under current zoning and then use those indicators to come to other conclusions. The \$7500 that a little bit more add on with scenario planning. So you basically start with the buildout analysis and then you say, what if we change this? What if we change that? Selectman Gagnon replied, got it. So if my understanding is correct and this is the last question I have that the NPCC and then the \$7500 addition, those are simply getting data. But it's not going to give us recommendations on what to do with said data that will be up to us. Whereas the \$150,000 approximate study will actually present suggestions that we should follow and seemingly recommend to builders to help us follow. Mr. Groth replied, yeah, that's a fair conclusion. Yeah, the only thing I would just add to the NPCC thing, I think as part of that model, they could say generally if we added a lane here, what does the model do that? But it won't say how that lanes designed or, you know, all of those things? Selectman Gagnon replied thank you. That's all I have. Thank you very much.

Selectman Morin was recognized and said you just saying that they can add a lane? How long does that last that we can do that once you get the report, are we done with them? Or like five years down the road, we got a project coming in and can they go back? What are we going to have to pay for that every time? Mr. Groth replied saying I think that I'll have to explore it a little more, but what I think we can do with the model and I don't know if it would be additional cost and if it were, I think we could probably build it into application fees. If a large project comes in, they have to run their project with the NRPC's model and we see the result. I think that's one way of doing it. Selectman Morin said thank you. That's all I've got. Mr. Dhima then said or if this is confirming that the findings of both from the developer and in NRPC match. That was one of the comments in the past that, you know, whether the developers providing to us might not be accurate. That's a stretch. Selectman Morin then

said and my reason is that what we think today may happen and we've seen it casino, a lifestyle center, now a distribution center, totally different. We would have never seen it come in a whole different traffic pattern, volume and type of traffic. That's why I'm asking it in five years if something changed that we didn't see coming, we could do it. Mr. Dhima said you would tweak that model every time you make a significant change to your to the Town or to anything around it. So there's something that happens adjacent to us, not in Hudson Hopefully, that model will be updated to indicate that because, as Mr. Groth said, it's not just for the Hudson model, but it's also everything around us as well. And that's what impacts. And that's what it's very hard to model because we don't know what other communities around us are doing. We kind of find it at the last minute. Sometimes we're part of it. Sometimes we're not. Nashua too including.

Mr. Groth then said another challenge to sort of your question is, and it's a sore subject, we have a lot of generally zoned land, and that makes it very difficult to model this to predict what's going to happen when the allowed uses are pretty much anything, everything. So we've seen two very large generally zoned parcels be proposed for And so that would have made the, you know, if they were to do this 20 years ago, it would have been difficult to project this because they simply wouldn't have known whether it had been a lifestyle center, It would be very different than what had been proposed. So that's another issue to consider, too, as the Town moves forward is addressing some of the general zones.

Selectman Roy was recognized and said so just sort of a timing question, could we start the NPCC now and then, you know, after that's done then, then look at the consulting piece of it. Do we have to do it all? Mr. Groth responded saying, I think that would be a good way to do it. It wouldn't be able to start until spring. But yeah, so we'd be looking at six months from there. So, you know, hypothetically speaking, a consultant could start in the fall or late summer. Selectman Roy the said and then my follow on question is how long would it take for you to explore alternate funding? Mr. Groth replied not long, because frankly, NRPC is a very good asset in terms of that information. So I can speak to Jay Mencara in short order and get some ideas. Selectman Roy the said and then my follow on question is how long would it take for you to explore alternate funding? Mr. Groth replied not long, because frankly, NRPC is a very good asset in terms of that information. So I can speak to Jay Mencara in short order and get some ideas.

Mr. Dhima then said also, that number can be reduced for the consultant \$100,000 to \$150,000. If you have a very good solid model from NRPC that our consultant can use as a starting point. The other thing you can also do as a Board is you can set up parameters of how many public meetings you have, you know, north, south, east west and call it a day versus 10 meetings or whatever it be. So that would control the cost. If you go out and say we want 10 meetings because we haven't had enough, you as a Board can set that parameter. And that would control that cost significantly. Preparation responding, incorporating it in things of that sort, that that's where that's where the money very it's a lot of public input. Mr. Groth added, well, it's not just public input, it's stakeholder meetings and meetings with boards and committees. But I don't think a consultant would reduce it to a minimal number of meetings because they would make sure they have enough dialogue to provide a quality product.

Selectman Guessferd was recognized and said I think I heard you also say that probably the consultant piece could be could also project other things as well. I think you mentioned schools and things like that or impact on school populations. Mr. Groth replied saying that would be the NPCC build out analysis. Selectman Guessferd said the build out analysis, because to me, that would be important as well to understand those not just traffic impacts and those sorts of things, but also how it would impact other aspects of our community and involve the School District in some of those results and obviously as we try to joint plan moving forward.

At this point Chairman McGrath recognized Selectman Gagnon who said to you Madam Chair, or to these gentlemen, should we make a motion to move forward? Chairman McGrath replied not yet

cuz I haven't said anything yet. So. And I have some questions. Selectman Gagnon replied, by all means, please.

And I don't know if this should be directed to both of you or one of you, but if we undertake this, and a traffic, and I think it's a good idea, I'm always for that. But if, we if we start that process, does that put any type of growth? Because I know some of these gentlemen in the back here are going to be thinking about this. Would that put any type of growth or any type of development on hold until the process is, you know, the...Mr. Dhima replied saying, we and Brian can speak to this too, but I'll let him speak to this. But from where I'm sitting the intent of this exercise is to have a better model, to better understand and prepare and plan better for the projects that need to happen, to improve traffic, not to stop development. That is the theme. If someone believes there is under the impression that we're going to build a model so we can utilize it to stop any developer coming in, it's not going to work out because the biggest challenge is that the Town has existing traffic issues and a developer has to only prove that they're not making it worse than already is. That's all. If they can prove that they're not making it worse than it is. So, that's how I feel.

Chairman McGrath said Brian, do you have a different take on it? And may I suggest that before you lock yourselves into a position that you check with the Town Attorney. Mr. Groth replied you read my mind. Doing the study it would not stop things. No. But as you inferred, I will ask the Town Attorney on what sort of measures what. Selectman McGrath then said It's just that, you know, if there's if there's a warrant article about any type of growth in a zone, say, then once that's once that is on the ballot, you can't, any type of development, you can't approve until that's been decided. Am I correct in that? Mr. Groth replied saying so yeah, with a zoning amendment that's been moved to the ballot, and if you're within 120 days of the vote, you pretty much act as if it's enacted. Now getting into legal issues on whether, not having seen a specific warrant article. But if someone were to put one forward, that's simply just unenforceable, illegal. I doubt that those would hold.

Chairman McGrath then said, It's just that I think we're getting into territory that is questionable and may be challenged, and I'd rather that, I'd rather that we try to get accurate answers up ahead of anything that happens so that we're not putting the Town in a precarious position. And also the abutter's, the citizens of the Town that are interested in things like this. We'd, I'd rather I would much rather that they get accurate information up front so that they know what they're facing and what the potential is. So any other questions?

Selectman Morin was recognized and said just for clarification on what just got said. If it gets put on the ballot, anything that's already been submitted to you or is in the process doesn't fall under that. Correct? Mr. Groth replied saying, correct. Selectman Morin replied, Ok, thank you.

Chairman McGrath then said anybody else? If not, you need any anything from us? Mr. Groth asked, would you like Jay Mencara to attend his next available Board of Selectmen meeting and give a bit more detail on the NRPC project? Chairman McGrath replied to Mr. Groth saying, I'll speak for myself. Absolutely, yes. Anybody else? Yes. All the nodding heads say yes. Mr. Groth replied saying, great, so I'll do that. And one other note this 2003 study is on the website. If you go to the Planning Department Web page on the sidebar, there is a button that says studies and reports go in there and there's another button for planning studies.

Chairman McGrath said all kinds of buttons. She then called on Selectman Roy who said So first of all, this is probably something we should have talked about doing, you know, two or three years ago. But so my question is, is this something that we should do at regular intervals, say, every 10, 15 years, every five years, something so that because development is always going to change, right, so that we have accurate information? Mr. Groth replied, yes. Mr. Dhima added absolutely Selectman Roy. Yes. Mr. Groth then said I think ten years would be a good interval, but I think the requests by the residents is a good one, and I think it's the time is right. Selectman Roy replied saying, I agree.

Mr. Dhima added the model should be up to date on year to year. That is what's going to provide the latest and the greatest feed. As far as that goes, even NRPC can do that.
Mr. Groth added, but Jay can get into more detail with that too.

C. Transfer Station Upgrades - Construction Phase

Chairman McGrath recognized Mr. Dhima who said Thank you. This particular item was approved by the Board of Selectmen on the last meeting. This tonight is just a formality for recordkeeping and audit purposes, so I'm respectfully asking the Board to approve and authorize Town Engineer to advertise for the project listed above using American Rescue Plan funds. Chairman McGrath asked, anybody with any questions, comments, motions? Selectman Gagnon made a motion, seconded by Selectman Morin to approve and authorize the town engineer to advertise for the project listed above using American Rescue Plan funds. Carried 5-0.

D. Lowell Road Bridge - Design Phase

Mr. Dhima said Thank you. This is another project that the Board of Selectmen identified using ARPA money again, respectfully asking the Board for record keeping purposes to approve and authorize the Town Engineer to advertise for the project listed above using American Rescue Plan funds. Selectman Gagnon made a motion, seconded by Selectman Roy to approve and authorize the Town Engineer to advertise for the project listed above using American Rescue Plan funds. Carried 5-0.

E. Flagstone Drive Drainage Main Lining

Mr. Dhima was again recognized and said Thank you, Madam Chair. Again, this is the last one for you tonight. It's three out of the four projects again approved by the Board of Selectmen in the last meeting. Again, for record purposing, I'm respectfully asking the Board to approve and authorize the Town Engineer to advertise for the project listed above using American Rescue Plan funds. Selectman Gagnon made a motion, seconded by Selectman Roy to approve and authorize the Town Engineer to advertise for the project listed above using American Rescue Plan funds. Carried 5-0.

F. Hudson Trail Mapping - Contract Approval

If it's OK with the board, I'd like to invite the Conservation Commission Chairman, Mr. Collins, who is going to be speaking on this item, and we're very excited to present this tonight. With that said, I'll let Mr. Collins introduce the item and we'll take any questions you might have after the presentation.

Mr. Collins said, Bill Collins, 5 Locust Street and Chairman of the Hudson Conservation Commission. This is a project that the Town, I believe, and the public in Town is surely missing. We have very outdated maps and information and brochures on the Town website, but it's something that needs to be really updated. Over the years, we've been expanding our trail systems onto various pieces of property. But to date, we haven't been able to, you know, keep up with actually mapping them out and presenting the information to the public in that format. This proposal here allows us an update to

all the maps on five or six various pieces of property that we've already chosen, and it will include hosting websites for these pieces of property. And, you know, it will allow the public to actually download an app, download the maps and go out and enjoy the areas.

Mr. Dhima added, this will be custom made for the Town of Hudson with Conservation Commission input. There's seven items identified tonight Benson Park, Musquash Conservation, Robinson Pond, Kimball Hill Forest, Ranger Town Forest, Colburn Town Forest, Pelham Conservation. These are the seven they've been identified, basically, as I said, will be custom made. The intent is to go on and app, figure out where are you going through a trail. As you know, Benson Park taking one of them, it's about a hundred and eighty six acres. It's a big parcel. It's it can be challenging to follow. Sometimes, especially trails are not being mapped out. So we're trying to basically to create a friendlier tools to see all the sites. And I think there's discussion is about creating some kind of storyline along the path, the trail stuff you do when you go to Disney, as you do the visual, they do the audio things of that sort. Trying to make it more interesting, put interest points throughout the trail. Things of that. So yeah, very exciting. This is 100% paid by Planning Board rec fees, so this is not a taxpayer account. This was approved by the Planning Board on November 19th. So it's 1100% funded by Taxpayers Fund.

Selectman Gagnon was recognized and said just a quick question. I thought Benson's Park had something like this already date. I don't have a digital like app map already? Mr. Collins replied saying, so Benson's Park does have actually a more advanced map and set up than what's currently on some of the other properties in Town. So it would be probably just an improvement to their existing maps, maybe to bring everything in line with one look. One feel. One touch, you know? And you know, taking it from that that cue the properties that were really interested in is, you know, properties like Pelham Road, Colburn Town Forest, Kimball Hill Town Forest, where these maps have been, were created maybe 10 years ago. But you know, we've had like a forestry operation, take place at Kimball Hill at obliterated some of the trails. We want to bring all of that back up to date, and we've been getting a lot of feedback from, you know, the general public on Facebook saying they've been hiking the trails. They got a little turned around here, a little turned around there. But you know, we want to make sure that they have a good, a good piece of equipment, so to speak, to go out into the, you know, into the woods and enjoy themselves and for emergency purposes. If they get lost, they get hurt or something like that, they can actually reference the map coordinates and, you know, you know, fire, police, they can get out two of them.

Selectman Guessferd was recognized and said so all those properties, they they have adequate cellular coverage, essentially? So like somebody could be out there like you talk about emergencies. So they're, you know, we all know there's places in Town that don't. But these places would obviously would benefit because there's adequate infrastructure there to get somebody to access if they needed help or needed to find something. Mr. Collins replied saying, the only the only real the only property that I could probably say might be a little spotty would be around Robinson Pond. For some reason, there's a futile was out there, but there's no reception. I've been out of my kayak and I've lost reception, but I've been hiking and had no problem. Seeing no further questions, Selectman Morin made a motion, seconded by Selectman Gagnon to approve the contract for trail map services, the amount of not to exceed \$9,020, account number 2050-182. Carried 5-0.

G. GIS High Resolution Flyover - Contract Approval

Mr. Dhima was again recognized and said, Thank you, Madam Chair. This is the last item for me tonight. Contract with Quantum Spatial for GIS high resolution flyover. We have done one in 2017, one in 2020 and we're hoping to do one next year. We're trying to get in the pattern of doing a flyover over Town every, every two years. We started with a 12 inch resolution down to six and now we're down to three. It's almost the same price because the technology is there. They're providing

two inch resolution. Probably going to be two down to one inch eventually. But we believe three inch resolution is more adequate than we need. So we're doing a flyover for \$23,000, I believe. Then an up to date 20 metrics for \$9,500 and a new structural layout between 2017 and 2022. We're hoping that that will provide us an idea to what the delta and impervious looks like between 2022 and 2017 to kind of see how much the Town has grown on roads, buildings, sidewalks, things of that sort. With that said, half of this project will be funded by Planning Board fees related to updating the maps. Planning Board already approved and voted in favor of that, \$5,500 will come out of water utility because this maps could use all the time day to day operation out there. Sewer utility again use day to day operation, assessing professional services for a \$1,000, and engineering services for \$5,000. With that said, I'll take any questions you might have.

Selectman Gagnon was recognized and said Again, thank you, Mr. Dhima. And so one question comes to mind it sounds like a good idea. I've utilized these maps before, but I think it needs to be asked, you know, for privacy reasons. Can you clarify a little bit for me three inch resolution? Does three inch resolution mean I'm going to see a three by three block that's one color? Or I'll be able to tell what's in a three by three inch block. In what I'm getting at is, you know, how much resolution do you need to make your job complete versus obviously the privacy of residence? Mr. Dhima replied saying, the three inch resolution is a resolution good enough for me to zoom in and be able to see if there's a manhole or a catch basin, that's it. I will not be able to see if it's a man or a woman or how many calories your cereal bar has. That is not, we're talking about military grade, what you're referring to, but three inch resolution allows us to see a manhole cover on the road zooming in and out. It is not high definition, not for me to identify a water valve. Using that, I'll have to do it like a drive by Google when they do Street View to zoom in really to see that that's like a much higher resolution than three. So does that give you an idea? Like looking down I might be able to see a sewer manhole on the road that that's about it.

Selectman Gagnon then said, the only other question I had for that you brought up is Google Street View. You know, they have great resolution, but as you can tell, if you go by a person, it blurs out your capabilities. Does this what we're asking for? Have any kind of blur out capabilities for additional privacy for certain areas? Mr. Dhima replied, we do not have anything that comes to that resolution that we need to blur anything. By the time you zoom enough, you can't even see what kind of vehicle you're looking at, type, sometimes even color. It's very it's almost like resolution that we have for cameras. And I can see there's a vehicle there, but I can't tell the license plates things of that sort. So it's good enough for us to be in the woods to figure out roughly where the sewer manhole is. As we walk nothing to identify what kind of tree it is. Selectman Gagnon replied, Ok, thank you, sir.

Selectman Guessferd was recognized and said Ok. With regard to the bid process. So I see a rationale here provided similar services that provide the service at a discount in the past. Is there any we've done this twice before? You know, is there any been any change to the number of companies out there that provide this sort of service? Are there many? Mr. Dhima replied they are, but typically they have a starting point where they have to set up control points in the ground. So what you will see if we go out to bid, you'll see similar to what happened with a trash recycling business where you had someone that was already established has done this and had the advantage of basically having everything set up. And these guys have the same setup. In the past, we've been able to get a significant discount because they've had other flyovers. So we would piggyback on the same plane when they were doing Londonderry or Derry. I'm not sure this case is this time is the case. I think we're kind of the ones that want it, but I feel very confident that we're getting a very good price for what we're getting. Selectman Guessferd replied to Mr. Dhima saying So, OK, so you're convinced that because of that, essentially this is kind of a sole source scenario where no one else is going to be able to provide this kind of service at anywhere near at this price. Mr. Dhima replied, at this price, correct.

Seeing no further questions, Selectman Gagnon made a motion, seconded by Selectman Guessferd to waive the competitive bid process and sole source the work to Quantum Spatial for the following

reasons one, they have provided similar services in 2017 & 2020. Number two, they have provided the service at a significant discount in the past. Carried 5-0.

Selectman Morin made a motion, seconded by Selectman Guessferd to proceed with the contract to fund the GIS high resolution aerial flyover using Planning Board tax map update account 1312-505 for \$17,000, Water Utility Professional Services Account 5592-252 for \$5,500, Sewer Utility Professional Services Account 5562-252 \$5,500 and Assessing Professional Services Account 5410-252 for \$1,000 and the Engineering Professional Services Account 5585-252, for \$5,000 as recommended by the Town Engineer and the Finance Director. Carried 5-0.

H. Change in Polling Hours Warrant Article

The Town Administrator was recognized and said the Board had a conversation or discussion about forwarding a warrant article to the warrant to change the polling hours. This was at the request of the Town Moderator. I reviewed this with the Town Attorney, and as counterintuitive as it is, you can forward it. What he recommends is if you forward it, then you probably want to take a second motion. Whether you want to recommend it or not, recommend it. So there are two motions forwarded on this. Selectman Morin made a motion, seconded by Selectman Guessferd to move the change in polling hours. Carried 5-0. Selectman Morn made a motion to recommend the change in polling hours warrant article. This was seconded by Selectman Guessferd for discussion. Selectman Guessferd then said um yeah. No, I obviously wasn't here at the last meeting where this was discussed, but I just wanted to make sure that, I mean, it seems to make sense in terms of moving the hour back to to seven, given that there's going to be two polling places. So I just wanted to make sure that we were, that there was no other discussion people wanted to make about this. I'm not sure if it's with the general feeling is, but I'm actually OK with this myself.

Selectman Gagnon was recognized and said so just to be quick as a recap, you know, I support moving it to the ballot to let the voters decide. But I don't support it. I'm for it, for it, you know, for what it is. I don't want to limit the hours if the voters decide to. I'm totally fine with that, but I don't want to make that call. If that makes sense. Selectman Guessferd replied, no, I get that yeah.

Selectman Roy was recognized and said so it's a similar sentiment. I don't want to, I don't want to have the opportunity to restrict anybody's ability to vote. So I will move it to the warrant article because I believe that people should have a say, but I'm not going to recommend it. Selectman Guessferd replied saying Ok, OK. Those sentiments make sense, actually. I was reading through the minutes today and I just wanted to make sure that we had any additional discussion that was needed for it. Ok.

Chairman McGrath then asked, anyone else? No, no comments. Ok, motion has been made and seconded. All those in favor signify by saying I. motion failed for lack of a vote. Selectman Roy asked so was it not recommended? Selectman Morin said not recommended. Selectman Guessferd then said 0-5. Selectman Roy made a motion, seconded by Selectman Gagnon to not recommend the change in polling hours warrant article. Carried 5-0.

I. Warrant Article N - Benson Park Renovation Capital Reserve Fund

The Town Administrator was recognized and said as an introduction, the Benson Park Committee, I believe, voted to ask the Board to forward a warrant article to add \$20,000 to the Benson Park Renovation Capital Reserve Fund. This fund, I believe, was established in 1998, and was used for the purchase and renovation of the property at Benson Park. We've obviously done the

purchase now, now we're looking at doing renovation upgrades, whatever we need to do. There's approximately \$110,000 in this fund. The Benson Park Committee has respectfully requested a warrant article to add \$20,000. I believe Mr. Empey is here if you have any questions. I believe he's distributed a document that gives you some idea of what they'd be facing in the next few years so that they'd have an idea of what these funds would possibly go towards.

Dick Empey, Chairman of the Benson Park Committee was recognized and said Good evening, Board, Madam Chair. I'm here tonight on behalf of the Benson Committee to ask you to consider this warrant article to add the \$20,000 to the Benson Renovation Capital Reserve Fund. The Committee feels that the addition of these funds will be necessary to support future needs, some of which are and these are both short and long term needs. The wooden bridge has been discussed many times, down by the Overlooks. There's been discussion as to its safety and its longevity. That would probably be one of the first projects. The office building had a first coat of paint on, which was virtually bare wood three years ago. It needs a second coat, the gorilla house and the restroom building. We put a roof on that in 2009. We're 12 years into a 20 year roof. So obviously we have to think in the next eight years or so, that's going to need another roof. The office building is the same scenario 2009, and that's about a 25 year roof with 12 years into that, the railroad station we did the roof, 25, is a 25 year roof that we did six years ago. We got a ways to go on that replacement of few feature landscaping the standard spruce trees along Swan Lake. These trees are beginning to die due to age. Again, I'm not saying we have to do it tomorrow, but it's something we need to think of and have maybe some money set aside. For another thing is there are some paved roads in the park or roads that should be paved. There'll be money needed for that. When the Benson Park Committee had our own budget, we had a line item for \$10,000 a year for building maintenance. The Committee no longer has that budget. It's been transferred to the DPW, rightfully so. But we've sort of lost that \$10,000 a year, and that's the basis for. I'm asking you to consider taking this \$20,000 warrant article to the warrant.

Selectman Morin was recognized and said you had a ten thousand, but it went to highway, public works and that's used in the park, that \$10,000. Correct? Mr. Empey replied I don't think I can say that it is precisely used in the park. But that whole budget that the Benson Park had, with the exception of a couple of small light items for signs and meals, went to the DPW. I really can't speak to what portion, if all of it or some of it or whatever, is spent in the park, I don't know. Well, I just I'm not going to stand here and. Selectman Morin then said can you ask the Public Works Director to come up real quick. Chairman McGrath then said what you're really saying, though, Mr. Empey is that you don't have control of it. You don't have control of the money. Mr. Empey replied saying well, that is true, but that's not my objective. I'm not even objecting to it. I'm just saying that we had a specific line item in our budget for building maintenance. We no longer have that. I guess Mr. Forrence can speak to how that budget is used now.

Jess Forrence, Public Works Director said Right. What we've done in the past and Dick has gone along with it, anything he needs for any of his buildings to be repaired, painted windows or anything else like that, he goes out and purchases, brings the slip back into Public Works and we will reimburse him. Anything to do with buildings it will come out of the building maintenance account that is in Public Works. I think we're asking for the \$4700 for the asbestos removal that will come out of that. So anything that is requested and we do have funding for, it does come out of that a light. And what Dick is looking for is, is to get bigger things done. You know, whether we come forward next year and ask for it in the budget or take it out of the money that has been set aside for it, that's up for you people to decide. But anything that, doorknob don't work comes out of building maintenance. Window breaks, you know, Dick is pretty good at repairing all that stuff. So it does come out of the Public Works budget. Yes.

Selectman Guessferd was recognized and said well, these projects is there any sort of ballpark figure in terms of how much these would cost us? I think we have some general ideas a lot of times what a roof costs that sort of thing. But you've got \$110,000 in that in that fund right now. Now that's the fund

that you're controlling, right? Mr. Forrence replied, No, no. Selectman Guessferd asked this would be theirs, right? Ok. But you have \$110,000 in that fund. And so my concern would only be, you know, is \$110,000 enough for these type of projects. I'm not seeing anything on this list that that appears to be a huge expenditure. I mean, ten thousand here, ten thousand there, maybe for roofs, things like that. So I'm just my only concern would be is \$20,000 the right number, you know, to add to the fund, I think it'd be good to put some money in there, but I'm just not sure whether or not 20 is at least maybe we go back to the ten, you go back to 10 or it's just my initial thought on this.

Selectman Morin was recognized and said the only thing on the list right now that would cost anything was the bridge because it's going to have to be some engineering and things of that nature. But and the reason why I asked about the \$10,000 highway you got painting the building? Well, that can come right out of that fund. Correct paint? Yeah. For that type of situation. That's why I asked that. So the bridge, though. The bridge is the bridge could be expensive. Selectman Guessferd said Okay.

Selectman Roy was recognized and said so and I understand that's the list now, but it's going to be, you know what I mean? It's not the only thing. And then if we replace a roof now, then, you know, 20 years from now, theoretically, we would have to replace it again, right? So I think having a rotating sort of fund in there where it's continuously fed for these kinds of projects is probably not a bad idea. Selectman Guessferd replied Yeah, no. I think I think it's actually a good idea, but I'm just not sure whether 20 is the right number. That's all.

Selectman Morin was recognized and said And I agree with Selectman Guessferd because our original discussion and the Bensons Committee meeting was ten thousand this. This came after the meeting. I mean, they've got \$110,000 now. Again, the bridge the bridge could be what was an estimate between the construction and the engineering? Mr. Empey replied between the engineering and the construction It's probably going to be a neighborhood of thirty to forty thousand. Yeah, while, I've got the floor here for a second. A couple of things to like a second coat of paint on the office building that was done by volunteers three years ago, but that opportunity has passed. It's not going to get done by volunteers anymore. We're too old to climb the ladder. And you know, it's quite a project and I don't believe we have any anybody on Town staff that would do that. So now we're talking about some sort of a contractor, if I'm correct, Mr. Malizia, would that be accurate? The Town Administrator replied yeah if we don't have staff we have to hire somebody. Mr. Empey then said all these projects on here are outside contractors. They're a little bigger than what volunteers can handle. And again, like Mr. Guessferd and Mr. Morin said, our goal in this suggestion is to create and maintain a revolving fund so that we don't come to you in a year and say, Oh, we need tens of thousands of dollars for this or that we have a fund. I think we all realize that Benson Park is something that we need to maintain. And again, we're not looking to expand the park, enhance the park. We're looking to retain its current status as we move along. Thank you.

Selectman Gagnon was recognized and said just for my clarification, for anyone in the room, would this be twenty thousand going into that that fund every single year? Or is this a one-time fund? The Town Administrator replied every year it has to be appropriated. Every year has to be appropriated separately. If you want to do it again next year, you'd have a different warrant article and ad infinitum. Selectman Roy then said so theoretically, you could change the amount from year to year. The Town Administrator replied yes you could go ten, fifteen. Selectman Guessferd said and I know it's not a lot, especially after last year, I just get concerned about dollars. You know, the dollars that we put on the on the warrant and sending you know what message we're sending to the to the voters. That's all. I just know we didn't anticipate what happened last year, and I know this is one of the smaller ones. I get it. I understand. When was the last time there was money put into that fund? The Town Administrator replied, 1999. Selectman Guessferd then said okay, all right.

Selectman Morin was recognized and said just the bridge is a priority right now. That would be a priority out of this list during the bridge? Mr. Empey replied right now, that bridge is, oh, we had an engineer look at it two years ago was it now? And he said it should be periodically inspected. It was

safe to use at that time, but it definitely was in a deteriorated state. And I don't think I want to get in the situation right now where I'm determining how much farther that bridge is going to last, how much longer it's going to go. But it's been confirmed that it's in, it's on its last legs. Selectman Morin then said Ok, so if the bridge is the priority at this Point? Mr. Empey said I would say yes. Selectman Morin then said Ok, so if you look painting, you're going to have to get a contractor but not going to be much? I mean, your next roof is eight years from now. The roof after that is 11 years from now, and the roof after that is 19 years from now. Paving, I fully understand that that needs to be done because every time it rains, you guys, the public works are back in there fixing things so that that that's a priority and that's going to be a pretty stiff expense to pave that. Do you have a plan and I know we talked about it, we mentioned Benson's Boulevard was your main priority for that and how far down were you going to pave that? Mr. Empey replied down to the crossroads below the Gorilla House, which would suffice to prevent the gullies and washing that we get every rainstorm. Also, the area up on the top in front of the Elephant Barn for several reasons. Walkability for the traffic to the store museum and also the ability to plow it easily. We need to keep that plowed for access for emergency vehicles, snow plowing in the winter. And actually, I would put the paving to the top of the list. As Mr. Forrence said, this is a I don't know, I would guess, maybe 10 to 12 times we had to come in and re grade that that road this this season?

Selectman Roy was recognized and asked just a ballpark of what it would cost for that paving project. Mr. Forrence replied, I want to say it was right around and it's \$30,000 to get that done. And the biggest complaint, I shouldn't say the biggest complaint, one of the complaints we get, and it's usually right after a ceremony or something like that, people in wheelchairs ask him, you know, is there anything we could do to make a little bit easier? And we tell them, we're working on it. We're working on it. So we're working with the firemen's memorial that has been scheduled to move over. So we don't want to get into that and then have all the big trucks and everything over there destroying everything we did. So we want to put that in a time frame. So hopefully next year.

Selectman Guessferd then said so the two big projects really are the, that are imminent would be the bridge and the paving. And those would probably be sixty thousand seventy thousand or something like that? Selectman Morin replied well they just said \$70,000. Selectman Guessferd said I get that. I get that, OK.

Selectman Gagnon was recognized and said let me you know if I'm wrong here. First off, I greatly support the park. I love the park. But if I wasn't mistaken, there was \$110,000 in the Capital Reserve Fund. And then we said the two biggest problems would cost about sixty thousand, still leaving fifty something thousand left. I'm going to go out on a limb and say, I don't know based on the information in front of me, if I saw that you were going to use \$110,000 in quick order, you know, in dates and how much are you going to use for what I may be on board for the twenty thousand or ten thousand today, but I don't think I'm sold on even supporting this right now. If you can take care of your two major issues with decent money left over to keep going. Maybe next year, if you say, you know, we spent \$60,000, we got two big projects done now, can we have \$20,000? I would. I would probably be on board. I'm open for someone to convince me otherwise, but that's kind of what I'm seeing this.

Selectman Morin then said other than the paving, you know, the paving thirty thousand and the bridge estimate forty thousand. You're right, you still got forty thousand left and there's nothing here right now that seems to be an emergency that's got to get done other than the painting. I understand because we don't want the building to get wrecked, but that's not going to cost forty thousand dollars.

But I think what Mr. Empey, I'm only guessing here, but it seems to me that what you're really looking for is to have some sort of a little spending pot of money that you can count on. If you spent if you have to do the paving and you have to do the other the other item and you only have a little a little pool left, you're trying to build on that so that you're not down to just a few pennies left. Am I right about that? Mr. Empey replied, yes, that's true. And you know, if you would ask me what was on my list last year, I would probably have half of this. What is the list going to be next year? I've tried to envision or we've tried to envision what may be coming up, but by all means, don't think that this is

an accurate estimate of what we may have next year, for example. The roof on the Gorilla House restroom facility. What if something happens due to weather or whatever, and we have to do that sooner? Selectman Morin said well, we have we have an account for that if something like that happens. Mr. Empey replied okay, I wasn't aware of that. But I guess, you know, it's hard to predict and it's would be nice. Instead of coming to the Town and saying, we need right now, we need this when something happens. We'd like to have a little rotating fund. And I'd like to remind all of you that the last line on that warrant article is Board of Selectmen, our agents to expend. So this isn't my wallet that I get to spend as I feel necessary. This is a source for you to be able to find money for our needs as we go through the future.

Chairman McGrath then said so, I would suggest that if you're going to if you're trying to have a little fund set up so that you have some extra money set aside. I would go with the lower amount based on, you know, the comments that have been made this evening about the voters last year didn't want, you know, we're in a default budget. I don't think that personally based on past history. I don't think that the voters would turn down Benson's Park for anything. So, you know, I think that but being cautious, I think if we put \$10,000 dollars aside, then you have a little pot of money in addition to what you have now and hope that the voters are generous this year. Selectman Guessferd said, I think we can again reassess next year and see what the dollar amount we want to assess for next year. Chairman McGrath said Plus Benson's really is under the now it's under the jurisdiction under the jurisdiction of the DPW, so they take care of a lot of your needs. And it's the more expensive needs that that you're going to need these extra funds. I would say so. That would be my recommendation to go for the smaller amount. The ten thousand dollars put that put that aside and your little pool of money and hope for the best. Selectman Roy made a motion, seconded by Selectman Guessferd to a forward warrant article N in the amount of \$10,000 funding for the Benson Park Renovation Capital Reserve Fund to the warrant. Carried 5-0.

J. Petition Warrant Article - Land Use Change Tax Fund

The Town Administrator was recognized and he explained the Town has received a petition warrant article that states shall the Town vote to place 100% of the revenues of all future payments collected from the land use change tax into the Conservation Fund in accordance with RSA 36-8:5 III as authorized under the provisions of RSA 79-A:25 II. Said money is to be used for the acquisition of conservation land conservation easements, development rights and the cost associated with therewith. Again, this was a petitioned article. It's been reviewed by the Town Clerk to determine that it had the appropriate number of signatures and therefore it does get forwarded to the warrant. The question to you is to you, folks, do you want to forward it as recommended or not recommended?

Selectman Guessferd was recognized and said so what kind of money are we talking here? The Town Administrator replied, it varies depending on what comes. It varies depending on what comes out of the current use. So it could it could be, you know, in a year, it could be \$50,000 worth of current use monies collected. There could be \$100,000. So it varies. It depends on...Selectman Guessferd said so that's a good range.

The Town Administrator said somewhere in that ballpark. It's variable right now. 75% of those monies go into the conservation fund. 25% goes to the general fund to help offset the tax rate, offset the property taxes.

Selectman Gagnon was recognized and said thank you, and as you can see in our packet, I did submit this, you know, I'll say a couple of things just to start off. I did ask Mr. Collins if he would be interested in supporting this, and I apologize. I probably should have come here and asked this committee what their thoughts were before doing. So I'm sorry for that. With that, if we get down to the question at hand, Steve, I mean, I know we're guessing a little here. I did talk to Finance Director Mrs. Labrie, and I asked her if she actually had some, some statistical numbers for the last two years.

She was going to look at and get back to me, but she was under the impression that her estimates were ten to twenty thousand a year. I don't know who was right, but that was that was what she told me a little bit more statistical for. For Bob's sake, the current use fees when property of 10 acres or more 10 acres go into current use. Yeah, I can read something to you in two seconds. But just to answer your question directly when that land is sold, the tax is a 10 percent tax on the buildable value. And so that's where the money comes in. So it's only one land that's in current use is sold. It's not every piece of land that's sold. Selectman Guessferd replied Right, right, right. Okay. Thank you for that.

Selectman Gagnon went on to say, if you can oblige, I'll read this quickly. I did leave it for you guys to follow along, but I thought this was valuable because it kind of hits at the point of why I support it. To understand how to utilize and distribute the current use change tax income, we first must understand the intent of the current use program from John Lynch, past governor in New Hampshire. We know that our high quality of life depends on the breathtaking landscape and traditional land uses. That is why in 1973, the New Hampshire General Court created the current use law and encouraged to encourage the preservation and un-development farms and forest lands. People may think this program is a tax break incentive. This isn't entirely accurate. The current use program often comes under scrutiny because it's a tax. Because it's the taxes land at the income earning capability, not it's the development values. When you have land that has no homes on, it is woods. There's no value being made from that land. So you know, there's no point in taxing that person as if there were a home on it. So it's not a tax break, it's taxing the land for what it is. It's kind of unproductive land. So if the program is to create a mechanism for taxing land based on its usable value, then we can conclude that the Town has not lost any taxable revenues in which should be refunded to the general fund. On the contrary, it can be argued that this program increases the Town's valuation and subsequent property tax revenues during the years. The open spaces are kept in their natural state by having more farm and forest land in Town, home values are increased due to the demand to live in privacy. Lastly, we must understand that the current use change tax or also referred to as land use change tax when land that was once in current use system is sold for development. There's a 10% tax on the buildable value, which I just said to you about. In conclusion, we've proven that one. The current use program is designed to encourage the preservation of farm and forest lands to the current use program is not a tax break that needs to be refunded upon cancellation of the land and the program, and three open spaces such as farm and forest land increases the town's valuation due to demand. Thus, the fees associated with the current use change tax or land use change tax should go directly to purchasing and protecting more open space via the Conservation Commission Fund. This supports the overall intent of the program and furthers the financial benefits to our state from protecting farm and forest land. A few last minute things to keep in mind. It should be noted that even if we do put a hundred percent of the current use change tax into the conservation fund, that is only 10% mitigation efforts towards protecting open space. So as an example, every 10 parcels that are taken that are taken out of protection and sold for development, we would only make 10% value back meaning for every ten parcels sold, we could only buy one for protection. So it's only a 10% mitigatory effort. It's really not going to save the world by any means. And lastly, you know, compare current use taxes with development fees. We when a builder, goes in and has development fees. You know, those fees are for traffic impact. Or as the two gentlemen here spoke, you know, there's different fees or different impacts. This, in my mind should be treated the same way. It's a tax that is designed with the intent to mitigate further development, and we should let it in its full capacity do that. So that's all I had for you. Thank you for your time for listening.

Selectman Guessferd was recognized and asked so do other communities do the same thing around us in this part of the state? Selectman Gagnon said, if I may, Madam Chair. The state varies right now. Some towns have 50% sometimes have 75% and sometimes have one hundred. And I've actually tried to look in to see if there's a rhyme or reason. This section, that section. It's sporadic. Every town across the state is generally sporadic with what they do. Selectman Guessferd reiterated, Yeah. So typically anywhere between 50-100%. One other question, OK? I was asking how much ballpark it is. How much did we put in the last couple of years? How much was put in the phone the last couple of years? What does that? Seventy five percent. The Town Administrator replied, I don't

have it in front of me, so I can't tell you. Selectman Guessferd said Ok, I'm just trying to figure it out how much we're difference we're dealing with here.

Selectman Morin said that was going to be my question, too. We have a discrepancy between \$20,000 and up to \$100,000. Do you know, when Lisa's going to get back to you with an answer? Selectman Gagnon replied, I told her at her earliest convenience. I know when I sat in the Conservation Commission, we saw, you know, five ten thousand drops in the fund here and there. I don't remember seeing one hundred thousand dollar drops. I would have been, Oh, wow, that's that's a nice income, but I don't remember seeing anything of the sort like that. So that's all I have.

Selectman Morin then said well, between Selectman Guessferd's question and my question, would it be too late to wait till next meeting? So we have some definite answers on both the questions? Selectman Guessferd added because we don't have to have it recommended until January. Right, exactly. Selectman Gagnon replied I'd be happy to bring that to you guys. Selectman Guessferd said Yeah, because I think that's going to influence what my vote would be on this.

Chairman McGrath said well, I think, too, that we should also consult with Jim Michaud because he'd have he'd have an idea about this as well. I haven't read this. I haven't had an opportunity to read it, but I've already seen a couple of mistakes. So I would suggest that we defer this. Everybody in agreement? So we'll take that up whenever this is ready.

K. Petition Warrant Article - Ballots Shall Be Hand Counted

The Town Administrator said this was another petition article received by the Town. It's been through the Town Clerk for verification that it has the appropriate amount of signatures. The petition reads "Shall the following provisions pertaining to elections be adopted, all voting shall be by paper ballot and all ballots shall be hand counted only rather than by use of optical scanning or any other types of programmable electronic counting devices." Again, this would get forwarded to the warrant. You either recommend it or you don't recommend it.

Chairman McGrath asked, any comments? No, I'll make a comment. I'll jump in. This would be. I know. I think I understand why they're recommending this, but this would just be a nightmare to count by all of the ballots that that go through the machines. And there, I think that there do they go through a recount once they get the official numbers?

The Town Administrator asked, when you say, recount, what are you? Chairman McGrath said well, they put them through the machine a second time. Selectman Roy asked do they have a verification process? The Town Administrator asked if this passed or the way they do? Selectman Roy and the Chairman said No, no, no. The way it is now, do it. The Town Administrator replied, I'm not aware we put anything back to a machine, I think it gets counted. They go through and he tallies it up. Selectman Roy said unless there's a recount? The Town Administrator replied, unless there's a recount on a specific question or candidate, they take the machine tally.

Selectman Gagnon asked, so is that recount hand counted? My understanding is yes, that specifically, is hand counted. Let's say you had two candidates within ten votes. They they'd have a committee, a group that would sit there and literally go through all the ballots for that one office, that one candidate. They don't look at the rest of the ballot. Selectman Gagnon then said so we have a mechanism if someone contests it to hand count. But one line item or one issue. The Town Administrator replied whatever contested, that's correct. I would think it would take days to do some of the ballots around here. So as far as any quick results, you'd never see them. My understanding is from speaking to our attorney, this is not just Hudson. This is going on in other towns. I don't know about cities, but other towns in the state are receiving similar articles.

Selectman Roy made a motion, seconded by Selectman Guessferd to not recommend the petition war article to require that all all voting shall be done by paper ballot and all ballot shall be hand-

counted only rather than by use of optical scanners or any other types of programmable electronic counting. Carried 5-0.

L. Selectmen Liaison Assignments

Selectman Gagnon was recognized and said Thank you, Madam Chair, and I certainly don't want to bother you guys with this too much. I know it's kind of the middle end of the year and you know, we get reassigned assignments in March. But after just asking Jill and she was ever so nice to help me with this to kind of get an idea, I made a table as you'd see as you scroll down and this could be a little inaccurate. Feel free to change it. But just my basic tallies didn't show real equal assignments, and I'm just looking for a creative discussion to see if we can balance it out a little bit more.

Selectman Guessferd said one thing I mentioned to you earlier and I know they haven't been meeting a lot, but the Rec Committee, I thought I thought when I when I joined was was one of my assignments. But when you look on the website, we can look on our website. It shows Rec Committee at the top and it shows Selectman Gagnon. Then you go below and it says Rec Department, Selectman Guessferd for it. So I had assumed before that it was me. But so I mean, I know it's a potential at 12 meetings. But but anyway, I mean, if there's any other things that we need to do. Absolutely. I know I'm the I know I'm the short man on the, you know, on the poll here, you know, in terms of the number of meetings that I'm supporting. So I get it. And if I need to, you know, support something else, I can certainly do that.

Selectman Morin was recognized and what Selectman Guessferd just said, because I went through every meeting and your numbers don't come close and it's not because you just took a general, but I can tell you Rec Department, Let's see. They have only had like two meetings, but then it lists five. But there's no minutes and no agenda. So did they or did they not have a meeting Cable Utility same thing. They had two meetings, but there's nothing else to show that they had a meeting. So the numbers that we're showing that we're actually going to, we're not. And then that doesn't even include when we were absent. So we're not doing as many meetings as listed here. And again, you've got to go through all the minutes and stuff because a lot of the committees on meeting. Yeah. So, you know, I understand when Guessferd, right, he could take a couple if that's what you're looking to do. But overall general, we're not doing that many meetings because nobody's having meetings.

Selectman Gagnon replied, true, true and fair point. And I'm, you know, I'm open to constructive criticism for sure. You know, some of these numbers would be a little different, especially in times we just came from and seemingly are still in. I guess, what am I looking for moving forward? You know, it's not all about kind of me asking to kind of help me, but I, you know, the other week it hit me where I had like five meetings or four official meetings and plus, you know, the other side meetings that we had and I we had two meetings each day, so I couldn't even attend two or three of them just because of my personal conflicts with all of these I had to attend to. So it's not just me that it's kind of weighs down on, but it's not right for the residents, as if we have a liaison, a responsibility to sit at a certain meeting and I physically can't make it. It's a downfall to our residents, and that's kind of what I wanted to portray here.

Selectman Morin asked So what do you want to get rid of? Selectman Gagnon replied so I thought originally the Budget Committee, you know, Mr. Guessferd. But I believe the the theory behind the selectmen is that you don't get placed with a committee you came from, so you learn if that's correct. Selectman Roy replied, typically yeah. Selectman Gagnon said Ok. And we're already halfway through, so I probably shouldn't change.

Selectman Guessferd replied and I'm the alternate anyway. So if there's a meeting you can't go to, we got a few of them coming up. If there's a meeting you can't get to in December. I certainly can sit in on that meeting. So just as long as I know, you know, reasonably ahead of time, I can prepare for it.

Selectman Gagnon replied, So I guess to make this easy and thank you. Thank you for that offer. I just make this easy into Mr. Morin's point. You know, the committee hasn't met consistently where they should be, but one that has been the, you know, the Municipal Utility Committee. They've been pretty consistent and I have always seemed to miss pass with them. I can't get to those meetings because I always have another thing. So if I put one out there, the Municipal Utility Committee, would that be something that you could help with? Selectman Morin said seriously? They've been pretty active? Because if you go on their website, there's only two meetings listed with an agenda and with minutes, that's it. They haven't met anything else. Selectman Roy said well, then maybe that's something we need to look into because if they have their meetings and not publishing minutes. Selectman Morin said exactly that, and that's a problem.

Chairman McGrath said They may not. First of all, I've sat on that committee and it's not a very active committee. Sometimes the chairman can't be there so that the meeting is, you know, they don't have the meeting. And I just, you know, it's and I think that with COVID that it's been, You know,

Selectman Roy said so you're saying there's been indications that they've been scheduled? Selectman Gagnon replied So I'll be honest. I mean, I put it on my phone every meeting I have and more times than none. I always have another meeting to go to. So I just don't go. I emailed them saying, I can't go, so I don't confirm if they had it or not. But I saw it on the agenda and I say, I can't go, but I'll tell you the and you should know this. If you've gone to some of the meetings, the public don't go. Yeah, I mean, it's it's just the board members, and it's typically just to take care of business to act on requests for abatements. And but the public don't. They've never attended a meeting that I've been at. Selectman Morin said and I understand that because I served on that committee too. But looking at the website for minutes and meetings, they had to that had an agenda and then they had five that there was nothing. And if they are giving abatements, shouldn't this be documented somewhere? The Town Administrator said I would presume it's that they don't have an agenda. My understanding is they've also had issues with I think they had two recent resignations. So that's true. They've only got three people. But I believe if there's no agenda. Selectman Morin said and there's a lot of that the Rec Committee same way.

Selectman Gagnon said and I agree I do not disagree with everything you guys are saying. I guess for the sake of clarity, we should look at this. More of this ever becomes a normal year at some point and these go back to being normal, maybe the sales pitch as well. That might not be until March, so just leave it till March. But I would like to look at this as if it was a normal year and we had to attend. You know, I'm always open to more, but to more ideas. I guess just looking at if you even miss all the meeting numbers, just counting the actual committees assigned to each person I don't believe seems to balance out. I guess that's the that's the takeaway.

Selectman Gagnon then said Madam Chair, to take it off this forum, Is it appropriate if I spoke with Mr. Guessferd and we agreed that he could take one and then we report to you, would that be?

Chairman McGrath replied, well, just get it so that it's documented.

I don't need to approve the change. Ok. It's just it needs to be documented somewhere.

9. Remarks by the Town Administrator

The Town Administrator said Just to remind everyone Town offices will be closed Thursday and Friday for Thanksgiving holiday. Town budget review will start on Wednesday, December 1st.

That's the review of the Town. I believe the School review has been completed, so the Budget Committee will be viewing the town December 1st. The Police Department, CALEA. There'll be an on site assessment December 7th at seven o'clock in the Seabury Room at the Hudson PD. The public is invited to offer comment. You can attend. You can phone in the details on the police page, but I just wanted to let everybody know that CALEA will be doing the on site assessment. Curbside leaf pickup. There's one. It'll be Saturday, December 4th, so if you have leaves you'd like and I have a lot of them, if you have leaves, you'd like to put them out at the curbside in bags, starting at 7:00a.m. on December 4th, they'll be picked up. And Happy Thanksgiving.

10. Remarks by the School Board

Mr. Gasdia said Thank you very much. So as I think everyone knows, we're in the middle of a superintendent search. So last Thursday night, we selected our search committee. We had 78 people put in their names. They have all now been notified, so that will be made public in the next couple of days. I imagine with the holiday, that's probably next Monday when that will be made. Those meetings, when they do have those, those will be open to the public so others can watch as that goes through. And the hope is that we will have a new candidate by the end of February.

There are some upcoming events. While not linked directly to the schools, Santa's arrival by the Lions Club will be at the Alvrine parking lot on Friday, the 26th from 1:00pm-3:00pm. The band will be at the Derry Parade on November 27th. That parade is one to 2:30pm. Then with the great partnership with Chief Buxton, as always, will be having a vaccine clinic on December 1st, specifically targeted for the five to 11 year olds with shot number two on December 2nd.

And I do want to say is we're two days away from Thanksgiving. I get a lot of emails where people are feeling frustrated that we haven't made any progress. So I just want to jump in a time machine. If you oblige me, Madam Chair, a year ago in this Town, we had the same number or maybe even less COVID cases. The state had less COVID cases. The trend was up in our schools were closed, we were in remote learning and we were remote learning for the remainder of the year. And while it's not perfect, I think we should be thankful for the fact that, unlike many of our communities now knock on wood. We have been in school every day this year. We have had all our sports teams. Some do really well, some not so well. But that's the nature of regular sports. We had a play in person with an audience this past week. We had, as I said, we're marching in the parade. We have a concert on December 4th. We have all those activities that are going on, all of those extracurricular activities. So I know it's frustrating that we're not 100% back, but we're about 99% back. And I think we have a lot to be thankful for because last year, when the situation was very similar, we weren't even in school. So I just wanted to remind everybody about that. With that, Happy Thanksgiving to everyone.

11. Other Business/Comments by the Selectmen

Selectman Gagnon: Not much tonight. I just want to say Happy Thanksgiving. Have a good holiday season the next couple of months, you know? And as a younger person, I know one of the biggest drinking days is the Wednesday before Thanksgiving. Please be careful. You know, be careful in Town. Look out for your neighbors. Look out for your residents. We're all friends here. You know, have a good time, but just be safe.

Selectman Roy: So I just have a couple of things. One first, I want to say that I'm happy that the pothole in front of Wal-Mart has been filled and it's all set. And I want to thank Senator Carson and

Representative Rice for their assistance in getting that taken care of. And then I just want to wish everybody happy and safe Thanksgiving.

Selectman Morin: I got a couple of things. First of all, as they said Santa will be going to Alvrine on Friday, 1:00pm-2:00pm. I want to clarify something. I know that there was an information put out that the tree lighting was canceled. I've got to make sure everybody understands that the tree lighting is not a Town event that's been attached to the organization before the Lions Club and then the Lions Club. That all was together part of those organizations that had nothing to do with the town when the Lions club, as they did last year, decided to do drive through due to the COVID and make sure they protect their members and all the public. That all went up to Alvrine and everything else got put off. So looking at the numbers, Chief Buxton gave me a bunch of numbers today. I won't get into it real deep, but we are in a pretty serious condition right now in the Town of Hudson with the numbers of COVID. I could tell you yesterday the medical center at 9:30 in the morning was maxed out on patients. I can also tell you that the like the medical offices that we have in Hudson, they had over 600 people go. They had almost 200 leave because of the wait, because this is as bad as it was and people need to understand that that we do have to protect everybody. And that most important, the tree lighting is not a Town event. The Lions club is taking precautions. They are supplementing it with another Santa thing. And I can tell you that the Rec Department is in the plans to do the center around Town again to make sure that we have the representation and the holiday events that take place.

And I had talked with the Chief about the schools. You guys are doing an outstanding job. He actually brought that forward and compared to all the districts around here. You, you guys are doing outstanding. I mean, the kids are wearing masks and I understand people like that, but it definitely shows the precautions that you're taking. Mr. Gasdia replied, Thank you. I appreciate that. Selectman Morin finished off saying and Happy Thanksgiving.

Selectman Guessferd: We certainly live in interesting times. I just it's good to be back here. After a couple of meetings, I was taking care of a family member out of state. I appreciate, you know, keeping informed about what's been going on. So it's good to be back, especially with the holidays coming up. I do want to mention one additional thing if anybody is a member of the American Legion, they're having a children's Santa event as well on the 19th of August of December. Contact the American Legion if you have if you're an American Legion member, it's just one more opportunity for some of the kids in town here to to partake in in a Christmas activity. Other than that, I just I just like to say Happy Thanksgiving to everybody. Be safe. Try to do the best we can to kind of keep things under control, not just from a party perspective or just, you know, a group. You know, indoor perspective weather's getting cold and we're not even there yet, really. And you know, we still have all these things happening. So let's all protect each other. Be considerate and have happy times with family.

Chairman McGrath: Thank you. I don't have a whole lot this evening, but I do want to wish everyone a very happy Thanksgiving and a safe Thanksgiving for those that go out drinking. And I think that we looking at what happens across the country. And I'll mention Wisconsin. I have relatives out there. And so my concern when I heard the news was that some of them might be involved. They might have attended the parade. They may have participated in the parade. I have family members that are in the law. In the police department and some of the other first responders. So I was quite concerned about that, and I'm very grateful that our community doesn't follow that trend. And we have a tremendous police department, tremendous first responders, and I hope everyone stays safe and has a very happy Thanksgiving and enjoys their families. And that's all that I have.

12. Nonpublic Session

Motion by Selectman Guessferd at 8:50 p.m., seconded by Chairman Roy to go into non-public session 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. Carried 5-0.

Chairman McGrath entered Nonpublic Session at 8:50p.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 McGrath entered open session at 9:18 p.m.

Motions made after nonpublic session

1) Selectman Morin made a motion, seconded by Selectman Gagnon to approve Jess Forrence's request to buyback 300 hours of earned time. Carried 5-0.

2) Selectman Roy made a motion, seconded by Selectman Guessferd to retain the services of IT Director Lisa Nute for up to three (3) months starting December 1, 2021 at the rate of \$52.00 per hour without benefits. Carried 5-0.

3) Selectman Morin made a motion, seconded by Selectman Gagnon to adjourn at 9:19p.m. Carried 5-0.

13. ADJOURNMENT

Motion to adjourn at 9:19 p.m. by Selectman Morin seconded by Selectman Gagnon. Carried 5-0.

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

Marilyn E. McGrath, Chairman

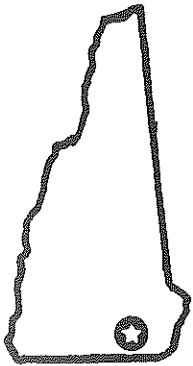
Bob Guessferd, Vice Chairman

David Morin, Selectman

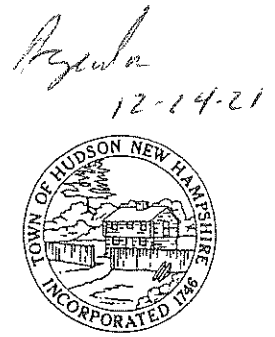
Kara Roy, Selectman

Brett Gagnon, Selectmen

DRAFT



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



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

8B

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: November 30, 2021

Re: Petition Warrant Article– Land Use Change Tax Fund

At their meeting on November 23, 2021, the Board of Selectmen discussed a petitioned warrant article to place 100% of the Land Use Change Tax revenue into the Conservation Fund. The Board requested information on the amount of revenue received from the Land Use Change Tax over the past several years. A review of the Town’s accounting records indicates that the revenues from the Land Use Change Tax over the past three (3) years was:

FY 2019	\$147,595.00
FY 2020	\$152,095.00
FY 2021	<u>\$338,267.00</u>
Total	\$637,957.00

I have the accounting records for your review.

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

Run: 11/30/21
12:08PM

General Ledger By Account

Page: 1
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ReportSortedGL_ByAccount

Town of Hudson, NH
2019 to 2019

Account Number		Description					Running Balance		
Batch	Orig Year	Related Account Number	Date	Src	Type	Ref #	Debits	Credits Description	
05-0000-4826-000-000		Current Use Tax Revenue						2019 Beginning Balance 0.00	
37747	2019	05-0000-2001-000-000	7/26/2018	JE-ME	A			18,000.00 Current use - 35 Senter Farm Rd	
37994	2019	05-0000-2001-000-000	8/17/2018	JE-ME	A			21,000.00 Current Use - Crimson Properties	
38116	2019	05-0000-2001-000-000	9/04/2018	JE-ME	A			18,000.00 39 Senter Farm Rd	
38116	2019	05-0000-2001-000-000	9/04/2018	JE-ME	A			14,000.00 49 Senter Farm Rd	
38189	2019	05-0000-2001-000-000	9/17/2018	JE-ME	A			17,000.00 26 Senter Farm Rd (Woodberry-I	
39056	2019	05-0000-2001-000-000	1/16/2019	JE-ME	A			18,000.00 Current Use - Horton, E (37 Sent	
39056	2019	05-0000-2001-000-000	1/16/2019	JE-ME	A			16,000.00 Current Use - Woodberry - Huds	
39394	2019	05-0000-2001-000-000	3/07/2019	JE-ME	A			8,900.00 Current Use - Lavinia (50 Griffin I	
39481	2019	05-0000-2001-000-000	3/19/2019	JE-ME	A			860.00 Wilson Farms of NH Inc	
39705	2019	05-0000-2001-000-000	4/16/2019	JE-ME	A			15,750.00 Current Use - 11 A & B Delilah W	
39705	2019	05-0000-2001-000-000	4/16/2019	JE-ME	A			85.00 Current Use - 11 Karas Crossing	
2019 Ending Balance for Acct # 05-0000-4826-000-000							0.00	147,595.00	-147,595.00
Total Debit/Credit							0.00	147,595.00	
Grand Total								-147,595.00	

Run: 11/29/21
10:40AM

General Ledger By Account

Page: 1
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ReportSortedGL_ByAccount

Town of Hudson, NH
2020 to 2020

Account Number		Description					Running Balance		
Batch	Orig Year	Related Account Number	Date	Src	Type	Ref #	Debits	Credits Description	
05-0000-4826-000-000		Current Use Tax Revenue							2020 Beginning Balance 0.00
41044	2020	05-0000-2001-000-000	9/18/2019	JE-ME	A			74,595.00 Autumn Circle (9, 12, 17, 21, 22	
41309	2020	05-0000-2001-000-000	10/28/2019	JE-ME	A			12,500.00 16 Teagan's Way (Abucewicz, W	
42066	2020	05-0000-2001-000-000	2/19/2020	JE-ME	A			17,300.00 11 Copper Hill Rd	
42066	2020	05-0000-2001-000-000	2/19/2020	JE-ME	A			16,000.00 9 Copper Hill Rd	
42670	2020	05-0000-2001-000-000	5/19/2020	JE-ME	A			16,400.00 K & M Devel. 118 Standish Lane	
42670	2020	05-0000-2001-000-000	5/19/2020	JE-ME	A			15,300.00 K & M Devel. 87 Standish Lane	
2020 Ending Balance for Acct # 05-0000-4826-000-000							0.00	152,095.00	-152,095.00
Total Debit/Credit							0.00	152,095.00	
Grand Total								-152,095.00	

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10:42AM

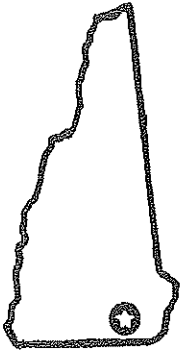
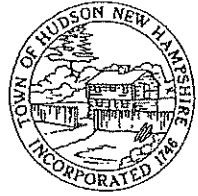
General Ledger By Account

Page: 1
llabrie
ReportSortedGL_ByAccount

Town of Hudson, NH
2021 to 2021

Account Number		Description					Running Balance		
Batch	Orig Year	Related Account Number	Date	Src	Type	Ref #	Debits	Credits Description	
05-0000-4826-000-000		Current Use Tax Revenue							2021 Beginning Balance 0.00
43526	2021	05-0000-2001-000-000	9/09/2020	JE-ME	A			54,900.00 Grey Fox Realty (197 Robinson f	
43637	2021	05-0000-2001-000-000	9/21/2020	JE-ME	A			196,370.00 Various Warren Rd, Standish Ln,	
43936	2021	05-0000-2001-000-000	11/17/2020	JE-ME	A			124.00 15 Griffin Rd - Dionne, G	
44904	2021	05-0000-2001-000-000	4/07/2021	JE-ME	A			30,473.00 TC Current Use (Durand, R)	
45473	2021	05-0000-2001-000-000	6/15/2021	JE-ME	A			56,400.00 Current Use Eagles Nest Estates	
2021 Ending Balance for Acct # 05-0000-4826-000-000							0.00	338,267.00	-338,267.00
Total Debit/Credit							0.00	338,267.00	
Grand Total								-338,267.00	

Agenda
11-23-21



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

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

8J

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: November 16, 2021
Re: Petition Warrant Article – Land Use Change Tax Fund

Attached please find a Petition Warrant Article to place 100% of the revenues of all future payments collected from the Land Use Change Tax into the Conservation Fund. Currently 75% of the Land Use Change Tax goes into the Conservation Fund. This article would increase the percentage to 100%. As this is a petition warrant article it goes to the warrant. The Board can either recommend or not recommend the article. Should the Board vote to recommend the article, the following motion is appropriate:

Motion: To recommend the petition warrant article to place 100% of the revenues of all future payments collected from the Land Use Change Tax into the Conservation Fund.

Should the Board vote to not recommend the petition, the following motion is appropriate:

Motion: To not recommend the petition warrant article to place 100% of the revenues of all future payments collected from the Land Use Change Tax into the Conservation Fund.

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

PETITION WARRANT ARTICLE

To: Town Clerk

From: Selectmen's Office

Date: 11-12-21

Re: Request for Signature Verification on Attached Petition

Title: Land Use Change Tax

Received: Brett Gagnon 123 Wason Rd.
Name/Address

11-12-21 * called 11/16/21 Jennifer Rousseau
Date/Time will present this article.

To: Selectmen's Office

From: Town Clerk

Date: 11-15-21

Re: Signature Verification on subject Petition

Number of Verified Signatures:

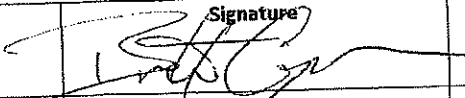
Signed: [Signature]

Comments: All Voters Verified ✓

Received back from Town Clerk's office:

We, the undersigned, call upon the Selectmen of the Town of Hudson, New Hampshire, to include the following Warrant Article in our next town meeting during the month of March 2021:

" Shall the Town vote to place 100% of the revenues of all future payments collected from the Land Use Change Tax into the Conservation Fund in accordance with RSA 36-A:5 III, as authorized under the provisions of RSA 79-A:25 II, said monies to be used for the acquisition of conservation land, conservation easements, development rights and the costs associated therewith? "

Name	Signature	Address where REGISTERED to VOTE
✓ Brett Gagnon		123 Wilson Rd Hudson NH 03051
Name	Signature	Address where REGISTERED to VOTE
Name	Signature	Address where REGISTERED to VOTE
Name	Signature	Address where REGISTERED to VOTE
Name	Signature	Address where REGISTERED to VOTE
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Name	Signature	Address where REGISTERED to VOTE
Name	Signature	Address where REGISTERED to VOTE

ersigned, call upon the Selectmen of the Town of Hudson, New Hampshire, to include the wing Warrant Article in our next town meeting during the month of March 2021:

" Shall the Town vote to place 100% of the revenues of all future payments collected from the Land Use Change Tax into the Conservation Fund in accordance with RSA 36-A:5 III, as authorized under the provisions of RSA 79-A:25 II, said monies to be used for the acquisition of conservation land, conservation easements, development rights and the costs associated therewith? "

Name	Signature	Address where REGISTERED to VOTE
Scott Wade		1 Fairway Drive
Chris Thatcher		15 Parkhurst DR
Xenophon Virearopoulos		5 Muldoon DR
Mary Groskan		18 Fairway Dr
Paul Groskan		18 Fairway Dr
URS NAGER		8 PAR Lane, Hudson N.H.
James Crowley		4 Fairway, Hudson NH
Kathleen Crowley		4 Fairway Hudson
Colleen Virearopoulos		5 Muldoon drive
Susan S. Savelin		59 Fairway Dr Hudson
Robert Chester		14 Fairway Dr
HARRY D. SCHIBANOFF		8 BIRDIE LN
Judith K Schibanoff		8 Birdie Lane

Name	Signature	Address where REGISTERED to VOTE
✓ Joanne Walsh	<i>Joanne Walsh</i>	2 Eagle Dr.
✓ MARRIUS PR	<i>[Signature]</i>	2 EAGLE DR
✓ Robert Costello	<i>Robert Costello</i>	17 Fairway Drive
✓ PAILLIP VOLK	<i>Phillip Volk</i>	15 FAIRWAY DRIVE
✓ Angela Volk	<i>Angela Volk</i>	15 Fairway Drive
✓ HEIDI JAKOBY	<i>Heidi Jakoby</i>	94 GOWING RD HUDSON NH
✓ Michael Jakoby	<i>Michael Jakoby</i>	94 Gowing Rd HUDSON NH
✓ Paige Schaller	<i>Paige Schaller</i>	213 Fox Hollow Dr. Hudson NH
✓ Rita Banaterala	<i>Rita Banaterala</i>	29 Fairway Dr. 03051
✓ Kathleen Martinek	<i>Kathleen Martinek</i>	14 Birdie Ln. 03051
✓ Michael Ruby	<i>Michael Ruby</i>	7 Baker Dr 03051
✓ Marie Dobens	<i>Marie Dobens</i>	4 Eagle Dr. 03051
✓ James Dobens	<i>James Dobens</i>	4 Eagle Dr. 03051
✓ Mary Palmer	<i>Mary Palmer</i>	26 Chalony
Kathleen	[Signature]	[Address]
✓ Kathleen	<i>Kathleen</i>	SPAR LANE
✓ Jennifer Tatten	<i>Jennifer Tatten</i>	8 Muldown
✓ Scott Tatten	<i>Scott Tatten</i>	8 Muldown

Agenda
12-14-21

RECEIVED

NOV 22 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

9A

TO: Steve Malizia

FROM: Roger D. Ordway

DATE: November 23, 2021

SUBJECT: Proposed Gift to the Town

I would like to be added onto the BOS agenda for December 14, 2021 meeting. I would like the opportunity to conduct a short presentation for a gift to the Town of Hudson, to be placed at Benson's dog park. As part of a school project at Alvirne, I have worked closely with the Town Engineer, Elvis Dhima as my mentor, regarding the design of the project, collection of donated supplies, and building of a structure for the trash barrel at the park to be placed in.

I have attached some pictures of the finished product for your viewing.



Motion

To accept the donation of the structure for the Benson Dog Park.







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

RECEIVED

DEC 09 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
12-14-21

9B

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: 09 December 2021

Re: Agenda Item – 14 December 2021

Scope:

The Police Department would like to meet with the Board of Selectmen at their meeting on Tuesday, 14 December 2021. Doug Loranger from Ranger's BBQ would like to donate food to the department at a future date in January 2022. The donation amount is expected to be over \$500 so we request to move this item to a public hearing at the 12/14/21 Board of Selectmen meeting.

Thank you for your time. Should you have any questions or concerns, please feel free to contact me.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



TOWN OF HUDSON

RECEIVED

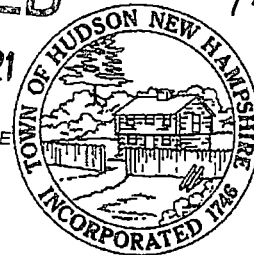
Agenda 12-14-21

DEC 09 2021

Police Department

Partners with the Community

TOWN OF HUDSON
SELECTMEN'S OFFICE



9C

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

William M. Avery, Jr.
Chief of Police

Captain Tad K. Dionne
Operations Bureau

Captain David A. Cayot
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: 09 December 2021

Re: Agenda Item – 14 December 2021

Scope:

The Police Department would like to meet at the next scheduled Board of Selectmen meeting on Tuesday, 14 December 2021 for permission to withdraw money from the Bullet Proof Vest Capital Reserve Account to purchase replacement Bullet Proof Vests from the Fiscal Year 2022 Police Budget.

Recommendation:

To authorize the Police Department to utilize funds in the amount of \$5,900.00 from the Bullet Proof Vest Capital Reserve Account to purchase five (5) replacement Bullet Proof Vests.

Motion:

To accept the Police Department's recommendation for permission to purchase Bullet Proof Vests in the amount of \$5,900.00 from the Bullet Proof Capital Reserve Account.





PURCHASE ORDER

(Pending Posting Process)

PO No: **POL22202**

Date: 12/09/2021

Dept. Of: Public Safety, Police

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment: per MPO Megowen

TO: Ben's Uniforms
20 Main Street
Amesbury, MA 01913

Contact:

Vendor ID: B00736 (978) 388-0471

1099 Eligible: No

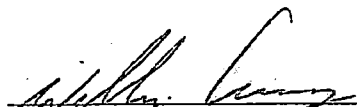
BILL TO: Town of Hudson, NH
1 Constitution Drive
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH
1 Constitution Drive
Hudson, NH 03051-4249

Attention:

Requested By: skimball

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	Replacement Armor Level IIIA Bullet Proof Vests	5.0000	1,180.0000	5,900.00
Debit Account No: 01-4210-5630-319-000		Desc: Police Patrol, Uniform Purchases		
			Total	5,900.00



Department Head

Board of Selectmen

Finance Director

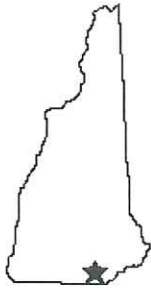
Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen

Agenda
12-14-21



TOWN OF HUDSON

Engineering Department



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

9D

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 8, 2021

RE: Friar Drive – 8 and 12 inch Water Main Acceptance

RECEIVED

DEC 08 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

Mr. Malizia,

The Engineering Department has received the Notice of Water Main Acceptance for the above. Construction of the water mains was done by Eyecor Construction LLC, Concord NH and inspected by the Engineering Department.

The current owner, FC Owner and FC 2 Owner, LLC, have provided the Engineering Department with an as-built plan of the water line extension, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received copies of the results of pressure testing and bacteria testing of the water main, with all criteria meeting the local standards. The water mains will become the property of the Hudson Water Utility.

The water main subject to acceptance includes the following

1. Approximately 920 linear of 8 inch main along Friar Drive.
2. Approximately 470 linear feet of 12 inch main along Friar Drive
3. Three fire hydrants.

This water main comes with one year warranty from the date of acceptance by Board of Selectmen.

Motion:

To accept the Friar Drive water main and fire hydrants as recommended by the Town Engineer, DPW Director and Municipality Utility Committee.

7D



TOWN OF HUDSON

Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Municipal Utility Committee

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

DATE: November 29, 2021

RE: Friar Drive – 8 and 12 inch Water Main Acceptance

Mr. Chairman

The Engineering Department has received the Notice of Water Main Acceptance for the above. Construction of the water mains was done by Eyecor Construction LLC, Concord NH and inspected by the Engineering Department.

The current owner, FC Owner and FC 2 Owner, LLC, have provided the Engineering Department with an as-built plan of the water line extension, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received copies of the results of pressure testing and bacteria testing of the water main, with all criteria meeting the local standards. The water mains will become the property of the Hudson Water Utility.

The water main subject to acceptance includes the following

1. Approximately 920 linear of 8 inch main along Friar Drive.
2. Approximately 470 linear feet of 12 inch main along Friar Drive
3. Three fire hydrants.

This water main comes with one year warranty from the date of acceptance by Board of Selectmen.

Motion:

To recommend to BOS the water line acceptance

"NOTICE OF WATER ACCEPTANCE"

1. The water line as described herein:

Project Name: Friars Court Contractor: Dakota Partners, Inc.

Owner: FC Owner, LLC and FC 2 Owner, LLC

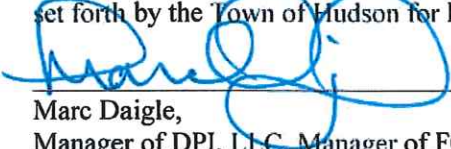
Street and Station (Location): 6, 11, and 12 Dakota Drive, Hudson, NH 03051

Has been inspected and tested and is in compliance with the Town of Hudson requirements for water construction (inspection and test report on file with the DPW).

2. Portions which are Public Water are described as (attach legal documentation) and are so dedicated as such: 8" & 12" main on Friar Drive located within the easement area "A" and the proposed road as shown on a plan entitled "Friars Court Map 209 Lot 1" recorded at the Hillsborough County Registry of Deeds as Plan No. 40569. See deed for public way recorded at said Registry at Book 9298, Page 1077 and easement at Book 9298, Page 1074.
3. Portions which are Private Water are described as: Anything within the bounds of the private lots at Map 209-001-001, Map 209-001-000, and Map 209-001-002, all as shown on the Easement Plan No. 40569.
4. The following sites/lots/units which have "accessibility" are: (list by Tax Map & Lot #'s)
Tax Map 209, Lot 1, Sublot 1-1; Tax Map 209, Lot 1, Sublot 1-2; Tax Map 209, Lot 1, Sublot 1; Tax Map 209, Lot 1, Sublot 0.

Access fees for these lots/sites are to be assessed as of 2020. (Date)

5. I, Marc Daigle (Manager), state that the above-described water(s) has been constructed in accordance with the requirements for water construction of the Town of Hudson, and I further understand and accept the conditions set forth by the Town of Hudson for Public and Private Waters and accessibility.



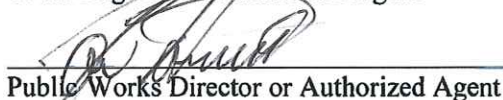
Marc Daigle,
Manager of DPI, LLC, Manager of FC Owner, LLC & FC2 Owner LLC

11/22/2021
Date

6. In accordance with the above stipulation and description, this water is recommended for acceptance.

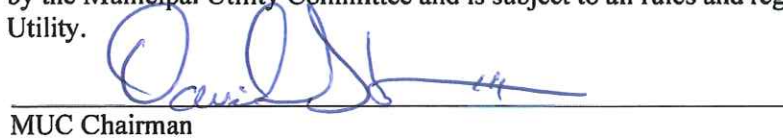

Town Engineer or Authorized Agent

11/23/21
Date


Public Works Director or Authorized Agent

11/30/21
Date

7. In accordance with the above stipulations and descriptions, this water is hereby recommended for Acceptance by the Municipal Utility Committee and is subject to all rules and regulations and fees of the Hudson Water Utility.


MUC Chairman

Approved at meeting of:
12-7-21
Date

8. Water Accepted by Water Utility and Town of Hudson

Approved at meeting of:

Board of Selectmen Chairman

Date

cc: Owner

Finance

Town Engineer

Building Inspector

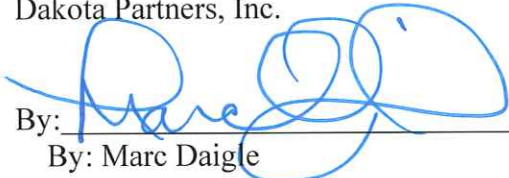
Planning Board

WATER MAIN HOLD HARMLESS AGREEMENT

Dakota Partners, Inc., a Massachusetts Corporation having a mailing address of 235 Bear Hill Road, Suite 400, Waltham, MA 02451, in consideration of the review and acceptance by the Town of Hudson, New Hampshire of certain as-built utility plans for the development known as Friars Court, Map 209, Lot 1, which plans are entitled "Friars Court Map 209 Lot 1 161 Lowell Road, Hudson, NH for Dakota Partners, Inc. 235 Bear Hill Road, Suite 400, Waltham MA 02451" with a sheet entitled "Site Water As-Built Plan - 1" and a second sheet entitled "Friars Drive Water As-Built Plan-2" and a third sheet entitled "Water & Sewer As-Built Plan" as prepared by The Dubai Group, Inc. (the "Plans"); hereby agrees to hold the Town of Hudson harmless with regard to any digging or damage to the roadways or utilities within the development in connection with the maintenance and repairs to water mains dedicated to the Town of Hudson within the roadways. This Hold Harmless Agreement shall be in full force and effect indefinitely or until the roadways have been accepted by the Town of Hudson.

Date: November 22, 2021

Dakota Partners, Inc.

By: 

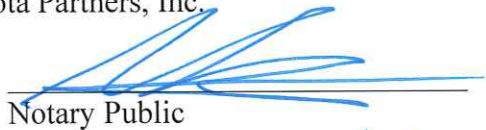
By: Marc Daigle
Its: Duly Authorized Treasurer

Commonwealth of Massachusetts
County of Middlesex
~~STATE OF NEW HAMPSHIRE~~
~~COUNTY OF HILLSBOROUGH~~

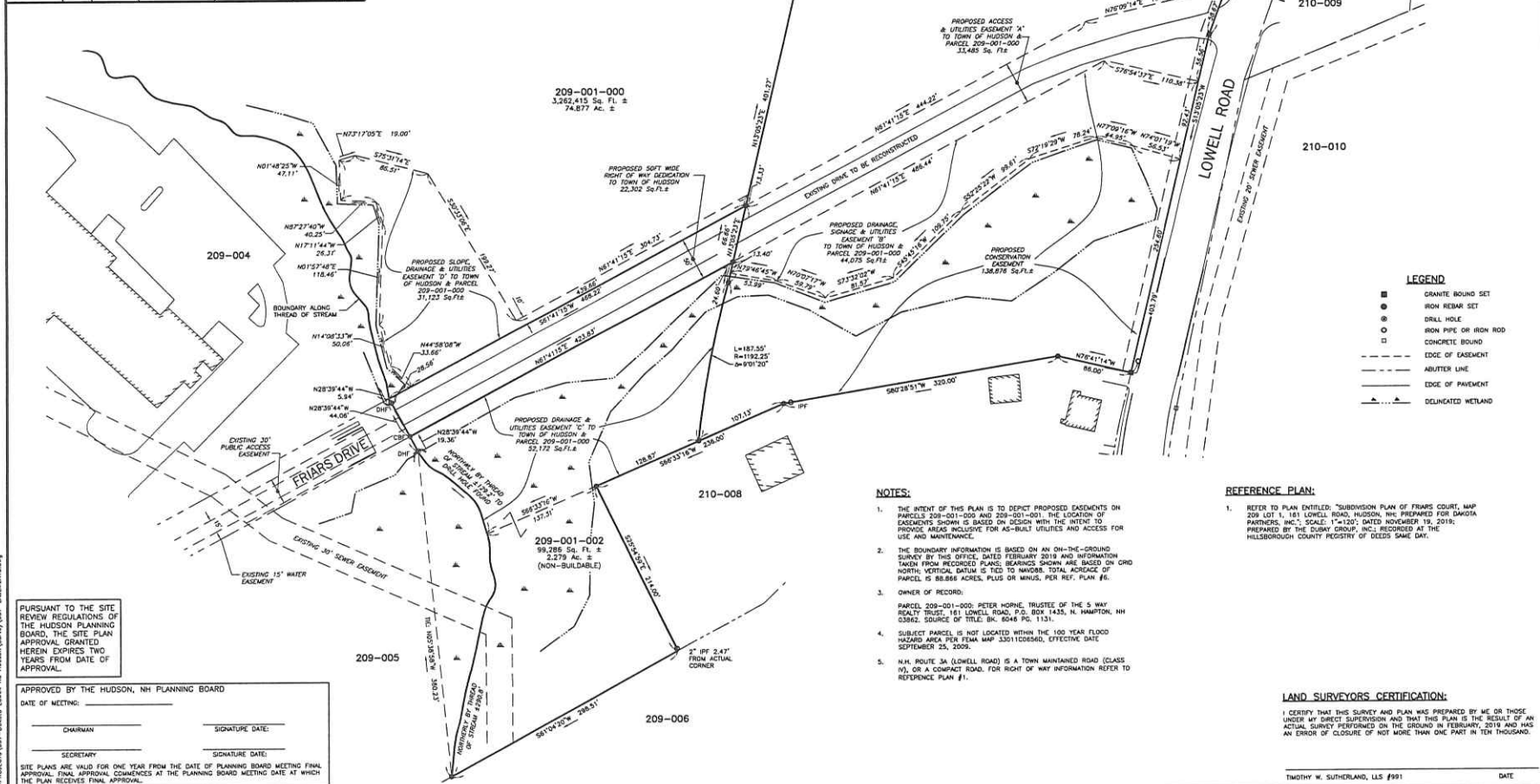
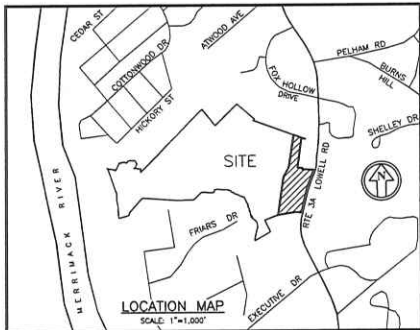
This instrument was acknowledged before me on November 22, 2021 by Marc Daigle as Treasurer of Dakota Partners, Inc.



Nada Bogharlan-Reed
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
3/31/2028


Notary Public

My commission expires: 3/31/2028



LEGEND

- GRANITE BOUND SET
- IRON REBAR SET
- DRILL HOLE
- IRON PIPE OR IRON ROD
- CONCRETE BOUND
- EDGE OF EASEMENT
- - - - - ABUTTER LINE
- EDGE OF PAVEMENT
- DELINEATED METLAND

- NOTES:**
- THE INTENT OF THIS PLAN IS TO DEPICT PROPOSED EASEMENTS ON PARCELS 209-001-000 AND 209-001-001. THE LOCATION OF EASEMENTS SHOWN IS BASED ON DESIGN WITH THE INTENT TO PROVIDE AREAS NECESSARY FOR AS-BUILT UTILITIES AND ACCESS FOR USE AND MAINTENANCE.
 - THE BOUNDARY INFORMATION IS BASED ON AN ON-THE-GROUND SURVEY BY THIS OFFICE, DATED FEBRUARY 2019, AND INFORMATION TAKEN FROM RECORDED PLANS. BEARINGS SHOWN ARE BASED ON GRID NORTH; VERTICAL DATUM IS TIED TO HANOVER. TOTAL ACRES OF PARCEL IS 88.868 ACRES, PLUS OR MINUS, PER REF. PLAN #6.
 - OWNER OF RECORD:
PARCEL 209-001-000: PETER HORNE, TRUSTEE OF THE S WAY REALTY TRUST, 161 LOWELL ROAD, P.O. BOX 1435, N. HAMPTON, NH 03862. SOURCE OF TITLE: BK. 6048 PG. 1131.
 - SUBJECT PARCEL IS NOT LOCATED WITHIN THE 100 YEAR FLOOD HAZARD AREA PER FEMA MAP 33110D0660, EFFECTIVE DATE SEPTEMBER 25, 2009.
 - R.H. ROUTE 3A (LOWELL ROAD) IS A TOWN MAINTAINED ROAD (CLASS 10), OR A COMPACT ROAD, FOR RIGHT OF WAY INFORMATION REFER TO RESPONDENCE, PLAN #1.

- REFERENCE PLAN:**
- REFER TO PLAN ENTITLED: "SUBDIVISION PLAN OF FRANKS COURT, MAP 209 LOT 1, 161 LOWELL ROAD, HUDSON, NH, PREPARED FOR DAKOTA PARTNERS, INC.", SCALE: 1"=120', DATED NOVEMBER 19, 2019, PREPARED BY THE DUBAY GROUP, INC., RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS SAME DAY.

LAND SURVEYORS CERTIFICATION:
I CERTIFY THAT THIS SURVEY AND PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT THIS PLAN IS THE RESULT OF AN ACTUAL SURVEY PERFORMED ON THE GROUND IN FEBRUARY, 2019 AND HAS AN ERROR OF CLOSURE OF NOT MORE THAN ONE PART IN TEN THOUSAND.

TIMOTHY W. SUTHERLAND, LLS #981 DATE

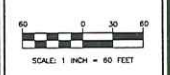
PURSUANT TO THE SITE REVIEW REGULATIONS OF THE HUDSON PLANNING BOARD, THE SITE PLAN APPROVAL GRANTED HEREIN EXPIRES TWO YEARS FROM DATE OF APPROVAL.

APPROVED BY THE HUDSON, NH PLANNING BOARD
DATE OF MEETING: _____
CHAIRMAN _____ SIGNATURE DATE: _____
SECRETARY _____ SIGNATURE DATE: _____

SEE PLANS ARE VALID FOR ONE YEAR FROM THE DATE OF PLANNING BOARD MEETING FINAL APPROVAL. FINAL APPROVAL COMMENCES AT THE PLANNING BOARD MEETING DATE AT WHICH THE PLAN RECEIVES FINAL APPROVAL.

The Dubay Group, Inc.
84 Range Road
Waltham, NH 03087
603-456-6442

Engineers
Planners
Surveyors
TheDubayGroup.com



REV#	DATE	REVISIONS:	BY:
1	5/6/19	MISC. REVS	MA
4	6/5/19	REV. PER TOWN COMMENTS	SK
9	11/19/19	MISC. REVS	TS

DRAWN BY: MMW
CHECKED BY: APRIL 29, 2019
SCALE: T=60'
FILE: 357-EASEMENTS
DEED REF: -

PROJECT:
FRIARS COURT
MAP 209 LOT 1
161 LOWELL ROAD
HUDSON, NH
FOR
DAKOTA
PARTNERS, INC.
1264 MAIN STREET
WALTHAM, MA 02451
OWNER

\$WAY REALTY TRUST
PETER HORNE, TRUSTEE
161 LOWELL ROAD
PO BOX 1435
N. HAMPTON, NH 03862

SHEET TITLE:
EASEMENT PLAN

PROJECT #357 SHEET 7 of 33

N:\PROJECTS\357-EASEMENTS\Layouts\Map 209 Lot 1\357-EASEMENTS.dwg



The Dubay Group, Inc.
 136 Harvey Rd. Bldg B101
 Londonderry, NH 03053
 603-458-6462

Engineers
 Planners
 Surveyors
 TheDubayGroup.com



1 INCH = 30 FEET



REV.	DATE	DESCRIPTION	BY
1	8/24/21	MSG REVS	WA

DRAWN BY: JJC
 CHECKED BY: KRJ
 DATE: AUGUST 20, 2021
 SCALE: 1"=30'
 FILE: 357-WATERS&SEWERS
 DEED REF: -

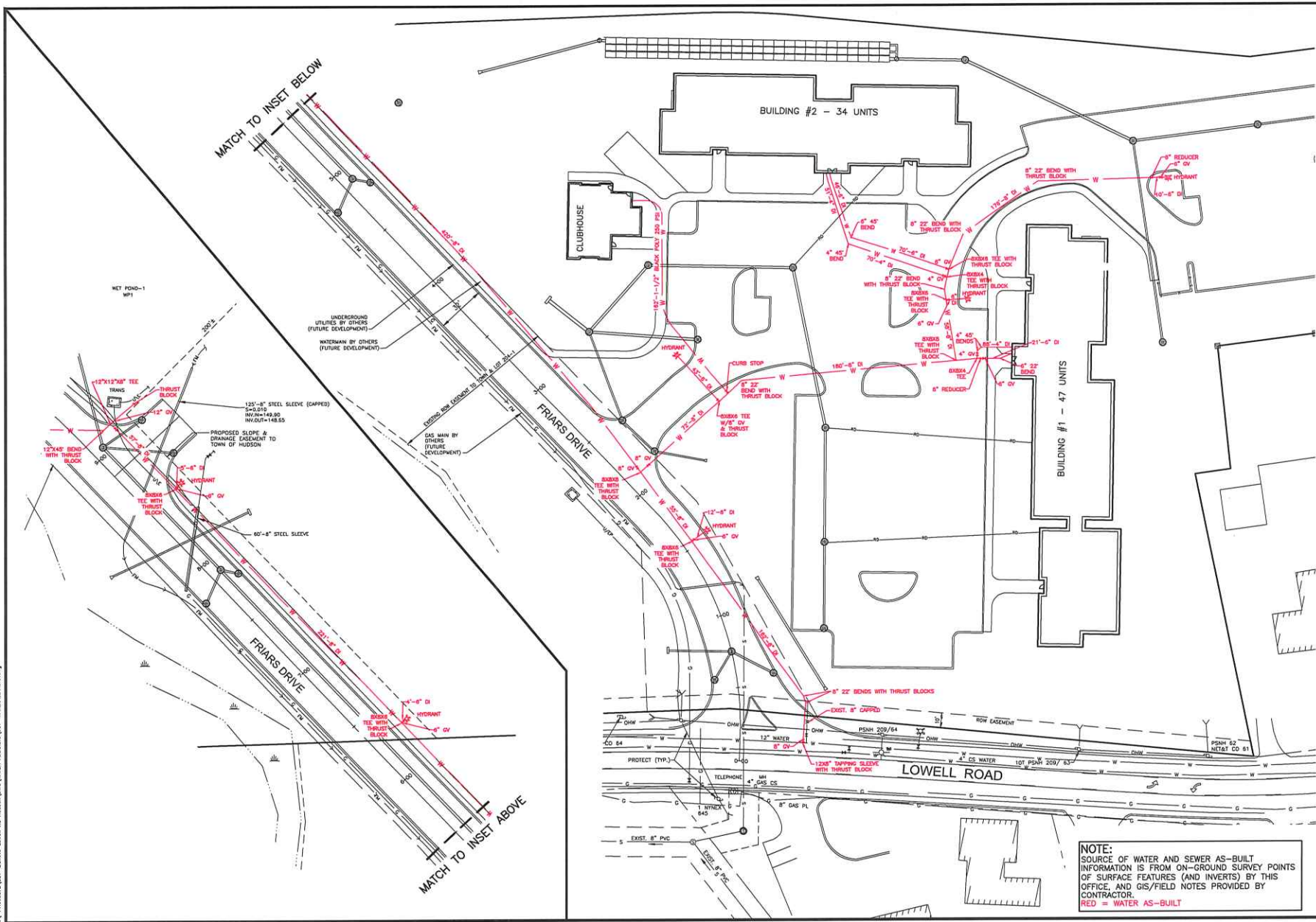
PROJECT:
**FRIARS COURT
 MAP 209 LOT 1**
 161 LOWELL ROAD
 HUDSON, NH

FOR
**DAKOTA
 PARTNERS, INC.**
 1264 MAIN STREET
 WALTHAM, MA 02451

SHEET TITLE:

**SITE
 WATER AS-BUILT
 PLAN - 1**

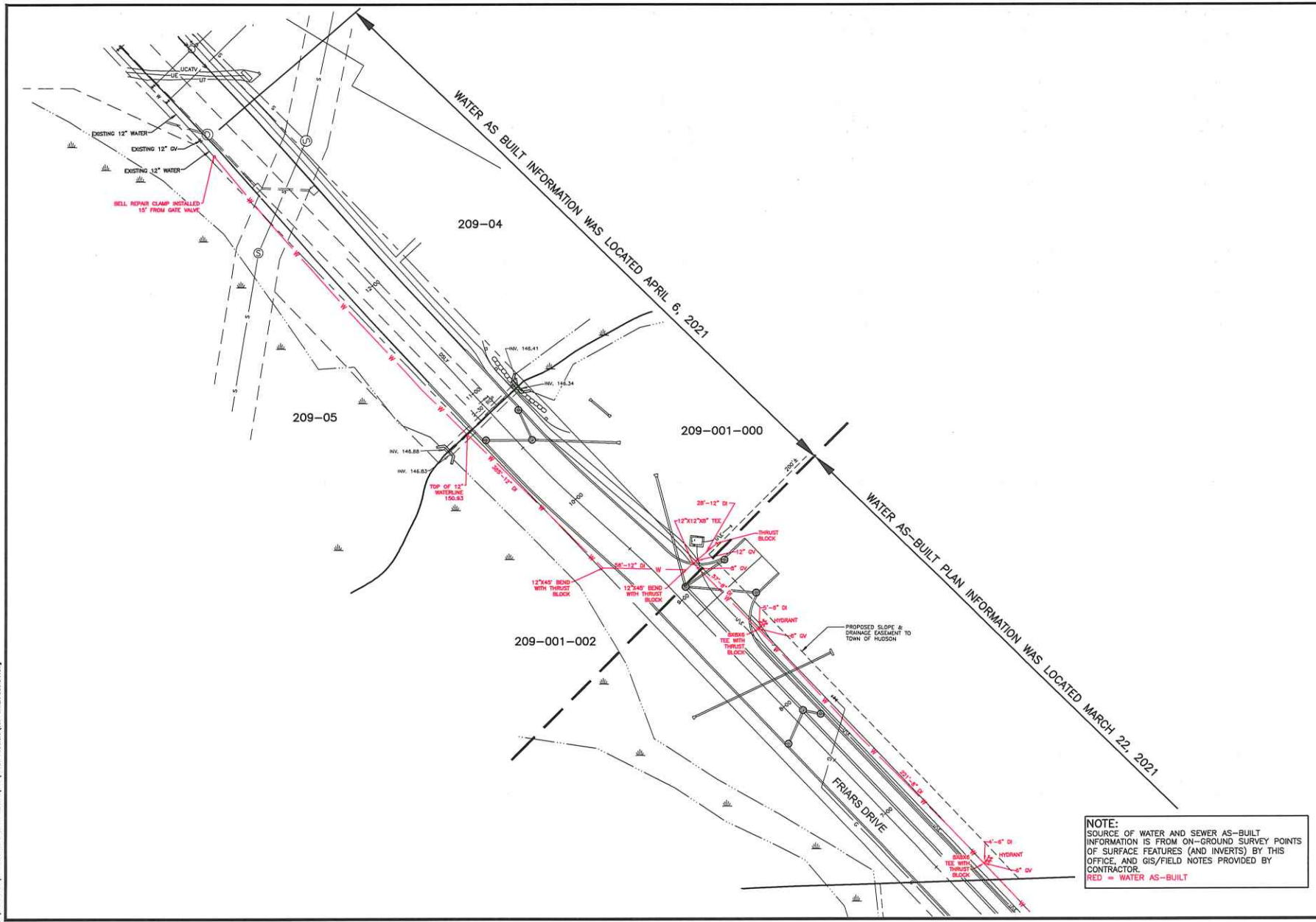
PROJECT #357 SHEET 1 of 2



NOTE:
 SOURCE OF WATER AND SEWER AS-BUILT
 INFORMATION IS FROM ON-GROUND SURVEY POINTS
 OF SURFACE FEATURES (AND INVERTS) BY THIS
 OFFICE, AND GIS/FIELD NOTES PROVIDED BY
 CONTRACTOR.
 RED = WATER AS-BUILT

N:\PROJECTS\357-Waters & Sewers Level 161 Hudson\DWG\WATER AS-BUILT\357-WATERS&SEWERS.dwg

N:\PROJECTS\357-Dubay Rte Hudson\DWG\WATER AS-BUILT\357-WATERASBUILT.dwg



NOTE:
 SOURCE OF WATER AND SEWER AS-BUILT
 INFORMATION IS FROM ON-GROUND SURVEY POINTS
 OF SURFACE FEATURES (AND INVERTS) BY THIS
 OFFICE, AND GIS/FIELD NOTES PROVIDED BY
 CONTRACTOR.
 RED = WATER AS-BUILT

The Dubay Group, Inc.
 136 Harvey Rd. Bldg B101
 Londonderry, NH 03053
 603-458-6462

Engineers
 Planners
 Surveyors
 TheDubayGroup.com

1 INCH = 50 FEET

REVISIONS			
REV#	DATE	COMMENT	BY
1	8/24/21	MSC REV#	WA

DRAWN BY: WA
 CHECKED BY: RRD
 DATE: AUG. 20, 2021
 SCALE: 1"=30'
 FILE: 357-WATERASBUILT.R
 DEED REF: --

PROJECT:
**FRIARS COURT
 MAP 209 LOT 1**
 161 LOWELL ROAD
 HUDSON, NH

FOR
**DAKOTA
 PARTNERS, INC.**
 1264 MAIN STREET
 WALTHAM, MA 02451

SHEET TITLE:
**FRIARS DRIVE
 WATER AS-BUILT
 PLAN - 2**

Agenda
12/14/21



TOWN OF HUDSON

Engineering Department



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

9E

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 8, 2021

RE: Friar Drive – 8” Sewer Main Acceptance

RECEIVED

DEC 08 2021

TOWN OF HUDSON
SELECTMENS OFFICE

Mr. Malizia,

The Engineering Department has received the application, plans and testing results for the above. Construction of the sewer mains was done by Eyecor Construction LLC, Concord NH and inspected by the Engineering Department.

The current owner, FC Owner and FC 2 Owner, LLC, have provided the Engineering Department with an as-built plan of the sewer main, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received results of deflection and vacuum test in addition to visual inspection of the sewer main, with all criteria meeting the local standards. The sewer main will become property of the Hudson Sewer Utility.

The sewer main subject to acceptance includes the following:

1. Approximately 35 linear feet of 8 inch sewer main.
2. One sewer manholes.

This sewer main comes with a one year warranty from the date of acceptance by the Board of Selectmen.

Motion:

To accept the Friar Drive sewer main as recommended by the Town Engineer and DPW Director and Municipality Utility Committee.

10 F



TOWN OF HUDSON

Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Municipal Utility Committee

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

DATE: November 29, 2021

RE: Friar Drive – 8” Sewer Main Acceptance

Mr. Chairman

The Engineering Department has received the application, plans and testing results for the above. Construction of the sewer mains was done by Eyecor Construction LLC, Concord NH and inspected by the Engineering Department.

The current owner, FC Owner and FC 2 Owner, LLC, have provided the Engineering Department with an as-built plan of the sewer main, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received results of deflection and vacuum test in addition to visual inspection of the sewer main, with all criteria meeting the local standards. The sewer main will become property of the Hudson Sewer Utility.

The sewer main subject to acceptance includes the following:

1. Approximately 35 linear feet of 8 inch sewer main.
2. One sewer manholes.

This sewer main comes with one year warranty from the date of acceptance by the Board of Selectmen.

Motion:

To recommend to BOS the sewer line acceptance

"NOTICE OF SEWER ACCEPTANCE"

1. The sewer line as described herein:

Project Name: Friars Court

Contractor: Dakota Partners, Inc.

Owner: FC Owner, LLC and FC 2 Owner, LLC

Street and Station (Location): Lowell Road, Hudson, NH 03051

Has been inspected and tested and is in compliance with the Town of Hudson requirements for sewer construction (inspection and test report on file with the DPW).

2. Portions which are Public Sewer are described as (attach legal documentation) and are so dedicated as such: 8" sewer main from a proposed sewer manhole (200) to an existing SMH located within an easement over and across land N-F Rosemarie J. Boyer Trust 162 Lowell Road, all as shown on a plan entitled "Sewer Easement Plan" recorded at the Hillsborough County Registry of Deeds as Plan No. 40895.
3. Portions which are Private Sewer are described as: On site 6, 11, and 12 Dakota Drive – an 8" gravity line and a 4" forced main line running from the site to proposed sewer manhole (200) located on land now or formerly of Rosemarie J. Boyer Trust 162 Lowell Road all as shown on Plan No. 40895 recorded at the Hillsborough County Registry of Deeds.
4. The following sites/lots/units which have "accessibility" are: (list by Tax Map & Lot #'s)

Tax Map 209, Lot 1, Sublot 1-1; Tax Map 209, Lot 1, Sublot 1-2; Tax Map 209, Lot 1, Sublot 1

Access fees for these lots/sites are to be assessed as of 2020 (Date)

5. I, Marc Daigle (Manager), state that the above-described sewer(s) has been constructed in accordance with the requirements for sewer construction of the Town of Hudson, and I further understand and accept the conditions set forth by the Town of Hudson for Public and Private Sewers and accessibility.



Marc Daigle,
Manager of DPI, LLC, Manager of FC Owner, LLC & FC2 Owner LLC

11/22/2021

Date

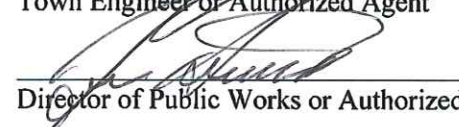
6. In accordance with the above stipulation and description, this sewer is recommended for acceptance



Town Engineer or Authorized Agent

11/29/21

Date



Director of Public Works or Authorized Agent

11/30/21

Date

7. In accordance with the above stipulations and descriptions, this sewer is hereby recommended for Acceptance by the Municipal Utility Committee and is subject to all rules and regulations and fees of the Hudson Sewer Utility.



MUC Chairman

Approved at meeting of:

12-7-21

Date

8. Sewer Accepted by Sewer Utility and Town of Hudson

Approved at meeting of:

Board of Selectmen Chairman

Date

cc: Owner Sewer Foreman Town Engineer Building Inspector Planning Board

SEWER MAIN HOLD HARMLESS AGREEMENT

Dakota Partners, Inc., a Massachusetts Corporation having a mailing address of 235 Bear Hill Road, Suite 400, Waltham, MA 02451, in consideration of the review and acceptance by the Town of Hudson, New Hampshire of certain as-built utility plans for the development known as Friars Court, Map 209, Lot 1, which plans are entitled "Friars Court Map 209 Lot 1 161 Lowell Road, Hudson, NH for Dakota Partners, Inc. 235 Bear Hill Road, Suite 400, Waltham MA 02451" with a sheet entitled "Site Water As-Built Plan - 1" and a second sheet entitled "Friars Drive Water As-Built Plan-2" and a third sheet entitled "Water & Sewer As-Built Plan" as prepared by The Dubay Group, Inc. (the "Plans"); hereby agrees to hold the Town of Hudson harmless with regard to any digging or damage to the roadways or utilities within the development in connection with the maintenance and repairs to sewer mains within a certain easement granted to the Town of Hudson over, under and across land now or formerly of Rosemarie J. Boyer Trust 162 Lowell Road as shown on Plan No. 40895 recorded at the Hillsborough County Registry of Deeds. This Hold Harmless Agreement shall be in full force and effect indefinitely or until the roadways have been accepted by the Town of Hudson.

Date: November 22, 2021

Dakota Partners, Inc.


By: _____
By: Marc Daigle
Its: Duly Authorized Treasurer

Commonwealth of Massachusetts
County of Middlesex
~~STATE OF NEW HAMPSHIRE~~
~~COUNTY OF HILLSBOROUGH~~

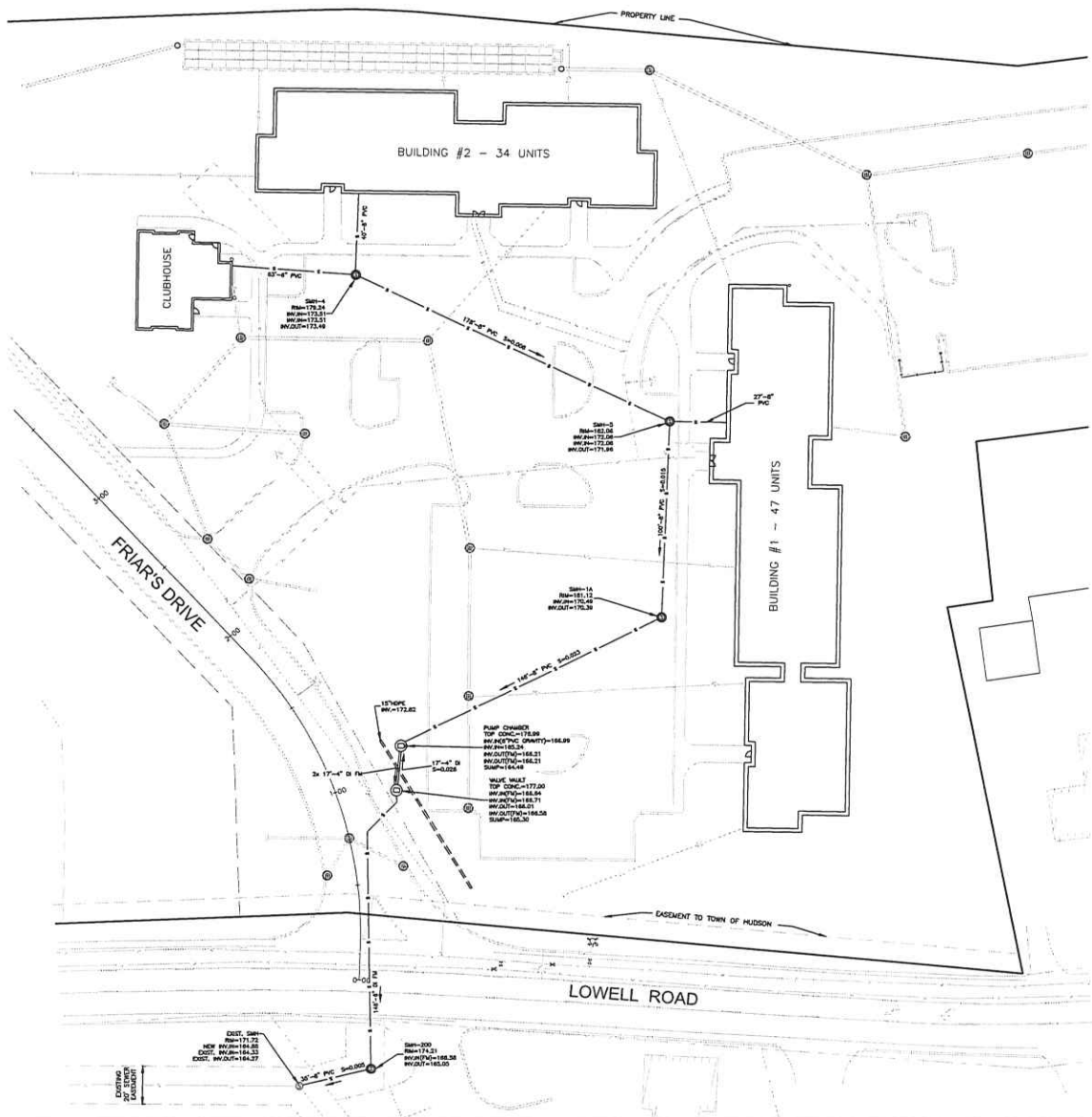
This instrument was acknowledged before me on November 22, 2021 by Marc Daigle as Treasurer of Dakota Partners, Inc.



Nada Bogharlan-Reed
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
3/31/2028



Notary Public
My commission expires: 3/31/2028

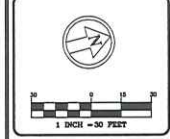


NOTE:
 SOURCE OF SEWER AS-BUILT INFORMATION IS FROM
 ON-GROUND SURVEY POINTS OF SURFACE
 FEATURES (AND INVERTS) BY THIS OFFICE, AND
 GIS/FIELD NOTES PROVIDED BY CONTRACTOR.



The Dubay Group, Inc.
 136 Harvey Rd. Bldg. B101
 Londonderry, NH 03053
 603-456-6462

Engineers
 Planners
 Surveyors
 TheDubayGroup.com



REVISIONS:			
REV.	DATE	COMMENT	BY

DRAWN BY: NIS
 CHECKED BY: JAC
 DATE: NOVEMBER 22, 2021
 SCALE: 1"=30'
 FILE: 357-SEWER ASBUILTS
 DEED REF: -

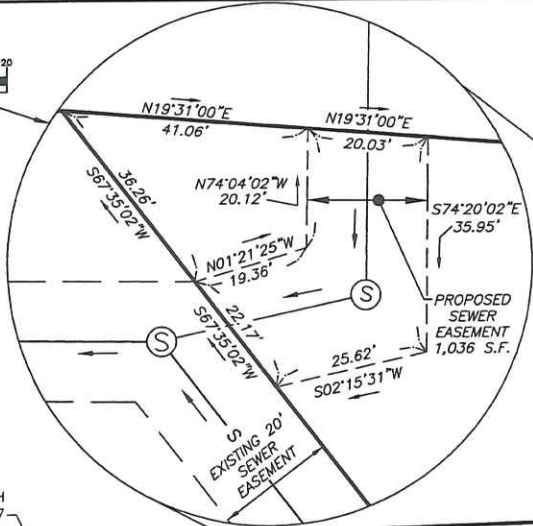
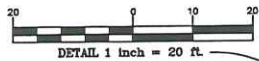
PROJECT:
**FRIARS COURT
 MAP 209 LOT 1**
 161 LOWELL ROAD
 HUDSON, NH

FOR:
**DAKOTA
 PARTNERS, INC.**
 1264 MAIN STREET
 WALTHAM, MA 02451

SHEET TITLE:
**SITE
 SEWER AS-BUILT
 (11-19-2021 PROGRESS)**

PROJECT #357 SHEET 1 of 1

N:\PROJECTS\357-Dakota Lowell Rd Hudson\Survey\357-SEWER EASEMENT.dwg



FORCEMAIN FOR FUTURE DEVELOPMENT

FRIARS DRIVE

PROPOSED SMH

NOTE:
THE PURPOSE OF THIS PLAN IS TO DEPICT A PROPOSED SEWER EASEMENT ON PARCEL 210-9 BETWEEN THE EXISTING LOWELL ROAD TOWN RIGHT OF WAY AND THE EXISTING TOWN SEWER EASEMENT. REFER TO PROPOSED EASEMENT DEED FOR ADDITIONAL INFORMATION.

03/23/2021 02:01:19 PM
Page 1 of 1
Mary Ann Crowell
Register of Deeds, Hillsborough County
LCHIP HIA600475 25.00
Plan# 40895

PSNH 209/67

PSNH 209/66
NET&T CO 29/ 5

PSNH 209/65
NET&T 64

TOWN RIGHT OF WAY

LOWELL ROAD ROUTE 3A

PROPOSED 20'± WIDE SEWER EASEMENT (1,036 SF±)

NYNEX 645

210-9
N/F ROSEMARIE J. BOYER TRUST
162 LOWELL ROAD

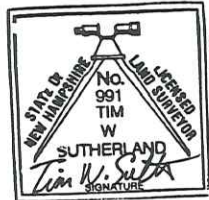
50' FRONT BUILDING SETBACK

LAND SURVEYORS CERTIFICATION

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

Timothy W. Sutherland
TIMOTHY W. SUTHERLAND, NH LLS #991

3/22/21
DATE



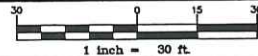
210-10
N/F PRESENTATION OF MARY
182 LOWELL ROAD
HUDSON, NH



The Dubai Group, Inc.
136 Harvey Rd. Bldg B101
Londonderry, NH 03053
www.TheDubayGroup.com
603-458-6462

Engineers | Planners | Surveyors

TITLE: **SEWER EASEMENT PLAN**
ROSEMARIE J. BOYER
OWNER: LOT 210-9
162 LOWELL ROAD, HUDSON, NH



DATE: 12-10-2020
REV: 03-22-2021
SCALE: 1"=30'
SHEET: 1 OF 1

40895 DWR 64

SEWER EASEMENT DEED

Dakota Partners, Inc., a Massachusetts Corporation, having a mailing address of 235 Bear Hill Road, Suite 400, Waltham, MA 02451 (hereinafter referred to as "GRANTOR") for valuable consideration received, grants and conveys with quit claim covenants to the Town of Hudson, a New Hampshire Municipal Corporation with offices at Town Hall, 12 School Street, Hudson, Hillsborough County, State of New Hampshire (hereinafter the "TOWN"), an easement in, over, under, and through a certain tract of land situated in the Town of Hudson, Hillsborough County, State of New Hampshire. The easement area is shown as "Proposed 20+/- Wide Sewer Easement (1,036 sf +/-)" on a plan entitled "Sewer Easement Plan; Owner: Rosemarie J. Boyer, Lot 210-9, 162 Lowell Road, Hudson, NH" Scale 1" = 30 feet; dated December 12, 2020, revised March 22, 2021; prepared by The Dubay Group, Inc.; recorded at the Hillsborough County Registry of Deeds as Plan No. 40895. The easement area is more particularly described in the attached Exhibit A.

The purpose of this conveyance is to grant an easement in order for the TOWN to layout, construct, build, install, maintain, repair, improve, remove, replace and/or rebuild a sewer line for the transportation of waste and to provide access thereto.

The GRANTOR shall not make any improvements within or abutting this easement which interferes with or will interfere with the TOWN's exercise of its right under this deed.

The TOWN, its employees, and its agents have the right to enter and leave the easement area with workers, equipment and materials in order to inspect and survey the easement and to carry out the easement purposes.

The rights, conditions, restrictions and duties created by this deed shall run with the land and shall accrue to and be binding on the successor's-in-interest, heirs and assigns of the GRANTOR and the TOWN.

Meaning and intending to convey the same permanent sewer easement conveyed to the within GRANTOR by Sewer Easement Deed dated March 18, 2021 and recorded at the Hillsborough County Registry of Deeds at Book 9448, Page 932.

The within described Premises are not homestead property.

Dakota Partners, Inc.



Witness

By: Marc Daigle

Its: Duly Authorized Treasurer

ACKNOWLEDGMENT

Commonwealth of Massachusetts
County of Middlesex
~~STATE OF NEW HAMPSHIRE~~
~~COUNTY OF HILLSBOROUGH~~

This Instrument was acknowledged before me on 11/22/2021 by
Marc Daigle as Treasurer of Dakota Partners, Inc



Nada Bogharian-Reed
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
3/31/2028



Notary Public

My Commission Expires: 3/31/2028

Schedule A

A permanent sewer easement, situated in the Town of Hudson, County of Hillsborough, State of New Hampshire, and being depicted as "PROPOSED 20'± WIDE SEWER EASEMENT (1,036 SF±)", on a plan entitled "SEWER EASEMENT PLAN; OWNER: ROSEMARIE J. BOYER, LOT 210-9, 162 LOWELL ROAD, HUDSON, NH". Scale: 1" = 30 feet; Dated December 12, 2020, Revised March 22, 2021; Prepared by The Dubay Group, Inc.; Recorded at the Hillsborough County Registry of Deeds as Plan No. 40895, and being more particularly described, according to the plan, as follows:

Commencing at a point marking the intersection of the southwest corner of land now or formerly Rosemarie J. Boyer Trust, the northeast corner of land now or formerly Presentation of Mary, and the easterly sideline of Lowell Road, also known as NH Route 3A;

Thence by the sideline of said Lowell Road, N 19°31'00" E, 41.06 feet to the Point of Beginning of a proposed twenty foot wide sewer easement;

Thence continuing N 19°31'00" E, 20.03 feet to a point;

Thence turning S 74°20'02" E, 35.95 feet to a point;

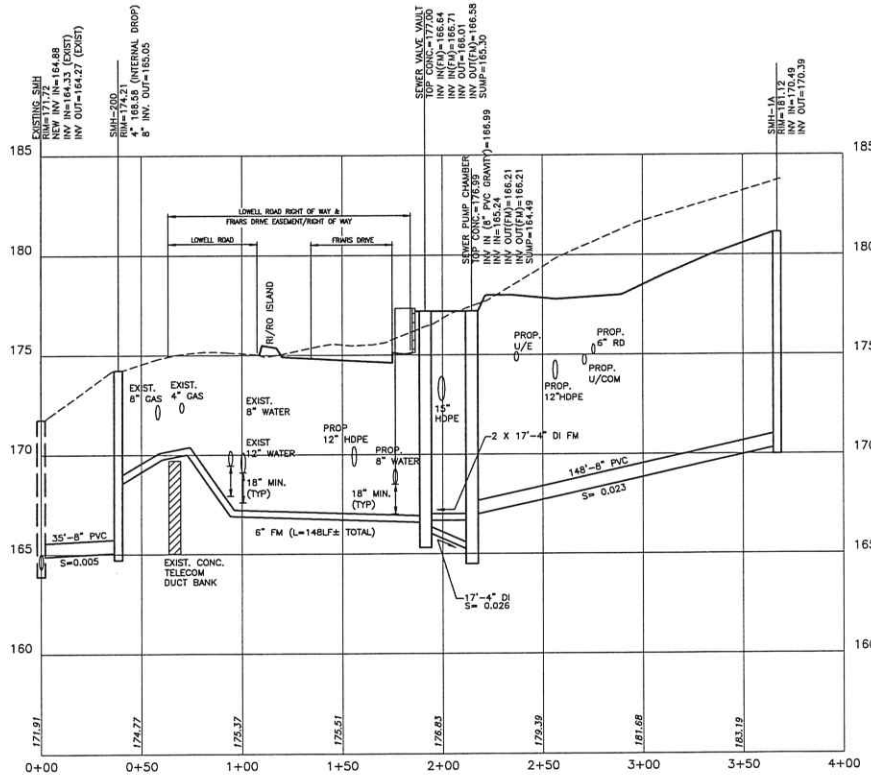
Thence S 02°15'31" W, 25.62 feet to a point on the southerly line of said Rosemarie J. Boyer Trust and on the northerly line of said Presentation of Mary;

Thence by the northerly line of said Presentation of Mary, S 67°35'02" W, 22.17 feet to a point;

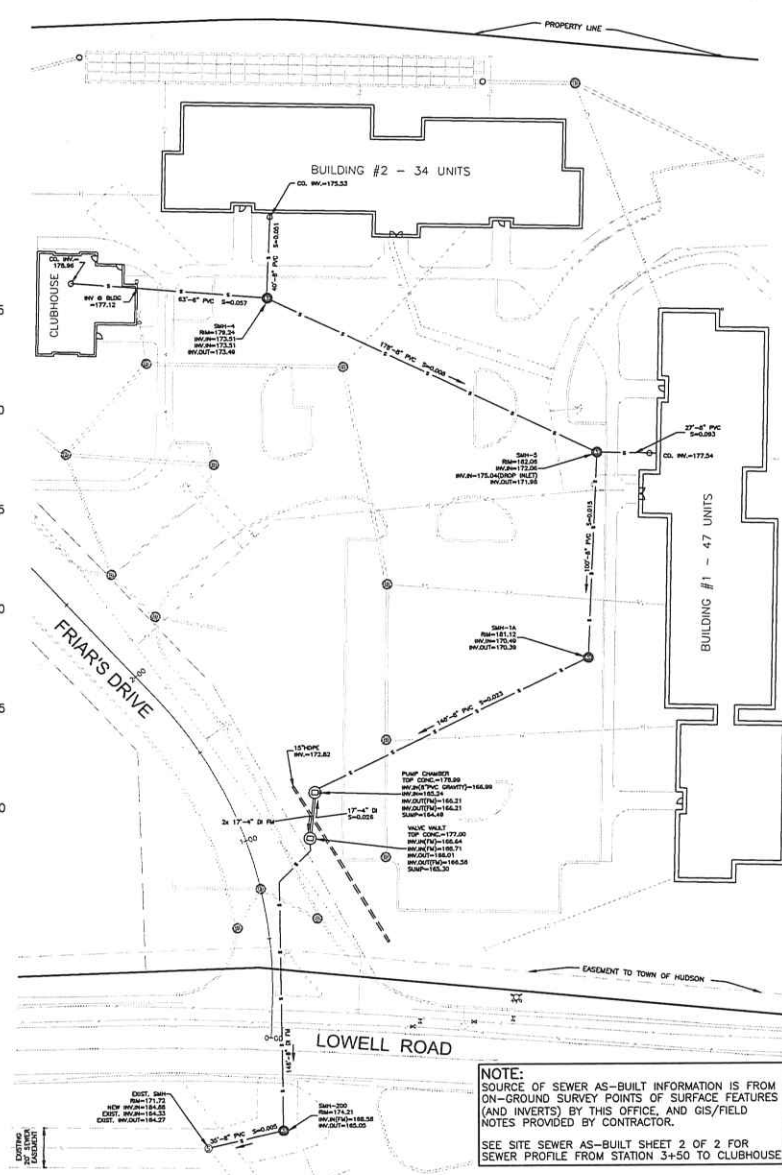
Thence turning N 01°21'15" W, 19.36 feet to a point;

Thence N 74°04'02" W, 20.12 feet to the Point of Beginning.

PLAN - PROJECT #357 - SEWER AS-BUILT - SOURCE: THE HUDSON VALLEY WATER SUPPLY DISTRICT - SEWER AS-BUILT 4/9



SEWER PROFILE FROM SMH 200 TO PUMP STATION

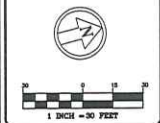


NOTE:
 SOURCE OF SEWER AS-BUILT INFORMATION IS FROM
 ON-GROUND SURVEY POINTS OF SURFACE FEATURES
 (AND INVERTS) BY THIS OFFICE, AND GIS/FIELD
 NOTES PROVIDED BY CONTRACTOR.

 SEE SITE SEWER AS-BUILT SHEET 2 OF 2 FOR
 SEWER PROFILE FROM STATION 3+50 TO CLUBHOUSE.


The Dubay Group, Inc.
 136 Harvey Rd. Bldg B101
 Londonderry, NH 03053
 603-458-4462

 Engineers
 Planners
 Surveyors
 TheDubayGroup.com


 1 INCH = 30 FEET

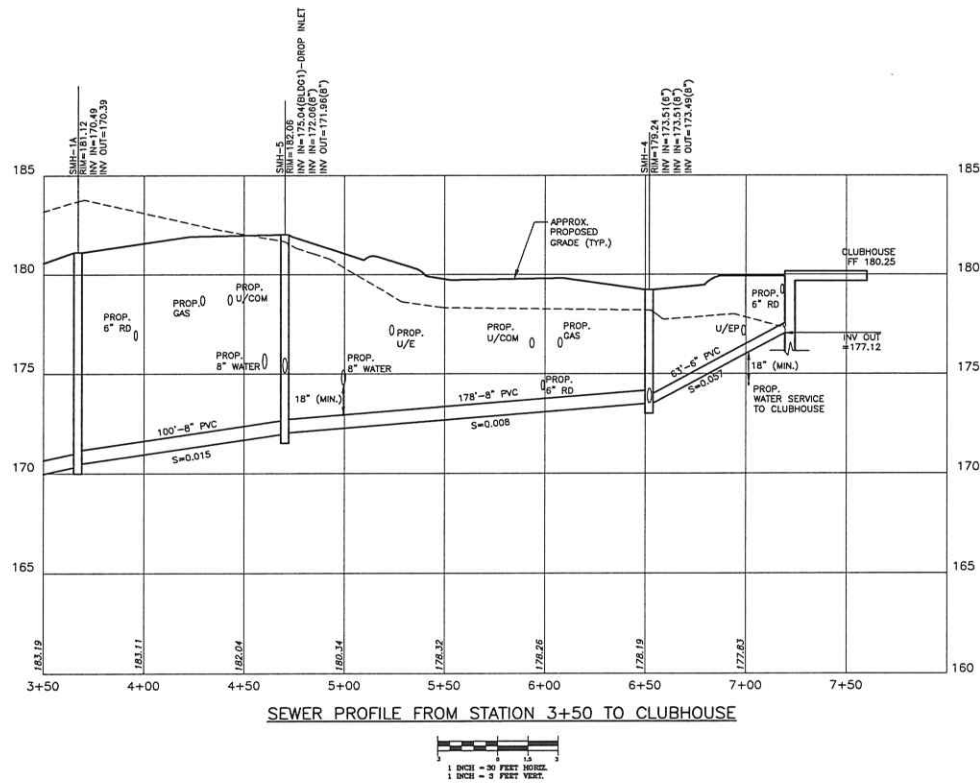
REVISIONS:			
REV#	DATE	COMMENTS	BY:
1	11/28/21	REV'S PER TOWN COMMENTS	MC

DRAWN BY: NIC
 CHECKED BY: JAC
 DATE: NOVEMBER 22, 2021
 SCALE: 1" = 30'
 FILE: 357-SEWER AS-BUILT
 DEED REF: -

PROJECT:
**FRIARS COURT
 MAP 209 LOT 1**
 161 LOWELL ROAD
 HUDSON, NH
 FOR

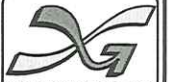
**DAKOTA
 PARTNERS, INC.**
 1264 MAIN STREET
 WALTHAM, MA 02451

SHEET TITLE:
**SITE
 SEWER AS-BUILT
 (11-19-2021 PROGRESS)**



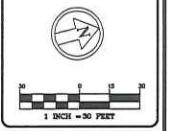
NOTE:
SOURCE OF SEWER AS-BUILT INFORMATION IS FROM ON-GROUND SURVEY POINTS OF SURFACE FEATURES (AND INVERTS) BY THIS OFFICE, AND GIS/FIELD NOTES PROVIDED BY CONTRACTOR.

SEE SITE SEWER AS-BUILT SHEET 1 OF 2 FOR SEWER PROFILE FROM SMH-200 TO PUMP STATION AND PLAN VIEW.



The Dubai Group, Inc.
136 Harvey Rd. 8th Fl. 8101
Lewistown, NH 03251
603-456-4462

Engineers
Planners
Surveyors
TheDubayGroup.com



REVISIONS			
REV#	DATE	COMMENT	BY
1	11/22/21	REV'S PER TOWN COMMENTS	MC

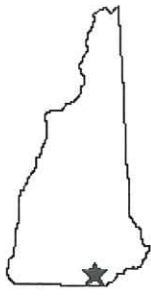
DRAWN BY: NIG
CHECKED BY: JAC
DATE: NOVEMBER 22, 2021
SCALE: 1"=30'
FILE: 357-SEWER ASBUILTS
DEED REF: -

PROJECT:
**FRIARS COURT
MAP 209 LOT 1**
161 LOWELL ROAD
HUDSON, NH

FOR:
**DAKOTA
PARTNERS, INC.**
1264 MAIN STREET
WALTHAM, MA 02451

SHEET TITLE:
**SITE
SEWER AS-BUILT
(11-19-2021 PROGRESS)**

Agenda
12-14-21



TOWN OF HUDSON

Engineering Department



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

9F

INTEROFFICE MEMORANDUM

RECEIVED

DEC 08 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 8, 2021

RE: Friar Drive –Sewer Main and Forcemain Acknowledgement

Mr. Malizia,

The Engineering Department has received the application, plans and testing results for the above. Construction of the sewer mains was done by Eyecor Construction LLC, Concord NH and inspected by the Engineering Department.

The current owner, FC Owner and FC 2 Owner, LLC, have provided the Engineering Department with an as-built plan of the sewer main, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received results of deflection and vacuum test in addition to visual inspection of the sewer main, with all criteria meeting the local standards. The sewer main, forcemain, pump station and sewer manholes will remain private property.

The sewer main subject to acknowledgment includes the following:

- Approximately 467 linear feet of 8 inch sewer main.
- Approximately 63 linear feet of 6 inch sewer main.
- Approximately 182 linear feet of 4 inch force main.
- Three sewer manholes.

All the above will remain responsibility of owner for operation and maintenance

Motion:

To acknowledge the Friar Drive sewer main and force main as recommended by the Town Engineer and DPW Director and Municipality Utility Committee.

10E



TOWN OF HUDSON

Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Municipal Utility Committee

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

DATE: November 29, 2021

RE: Friar Drive –Sewer Main and Forcemain Acknowledgement

Mr. Chairman

The Engineering Department has received the application, plans and testing results for the above. Construction of the sewer mains was done by Eyecor Construction LLC, Concord NH and inspected by the Engineering Department.

The current owner, FC Owner and FC 2 Owner, LLC, have provided the Engineering Department with an as-built plan of the sewer main, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received results of deflection and vacuum test in addition to visual inspection of the sewer main, with all criteria meeting the local standards. The sewer main, forcemain, pump station and sewer manholes will remain private property.

The sewer main subject to acknowledgment includes the following:

1. Approximately 467 linear feet of 8 inch sewer main.
2. Approximately 63 linear feet of 6 inch sewer main.
3. Approximately 182 linear feet of 4 inch force main.
4. Three sewer manholes.

All the above will remain responsibility of owner for operation and maintenance

Motion:

To recommend to BOS the sewer line acknowledgement.

“NOTICE OF PRIVATE SEWER ACKNOWLEDGEMENT”

1. The sewer line as described herein:

Project Name: Friars Court

Contractor: Dakota Partners, Inc.

Owner: FC Owner, LLC and FC 2 Owner, LLC

Street and Station (Location): Friar Drive and Lowell Road

Has been inspected and tested and is in compliance with the Town of Hudson requirements for sewer construction (inspection and test report on file with the DPW).

2. There are No Public Sewer Portions within this sewer line. The Town of Hudson neither assumes responsibility for maintenance, operation, repair or replacement of this sewer line or any improvements related thereto nor liability for any damages resulting from the use or condition thereof. The Town of Hudson is to be held harmless for any claims, repairs, maintenance or other issues related to the use and performance of this sewer line or any of the improvements related thereto. Signatures by officers of the Town of Hudson on this Acknowledgment form do not constitute or signify acceptance by the Town of Hudson of this sewer line as public sewer, and no such acceptance shall be inferred.
3. Portions which are Private Sewer are described as: On site at 6, 11, and 12 Dakota Drive – 8” gravity line and 4” forced main from site to manhole located at the corner of the existing Town sewer main and an 8” line from the site to SMH as shown on the Sewer Easement Plan No. 40895, recorded at the Hillsborough County Registry of Deeds. The sewer manhole is a public sewer manhole.
4. The following sites/lots/units which have “accessibility” are: (list by Tax Map & Lot #'s)

Tax Map 209, Lot 1, Sublot 1-2

Access fees for these lots/sites are to be assessed as of 2020. (Date)

5. I, Marc Daigle (Manager), state that the above-described sewer(s) has been constructed in accordance with the requirements for sewer construction of the Town of Hudson. I further understand and accept the conditions set forth by the Town of Hudson for Private Sewers and accessibility in the Code of the Town of Hudson, its land use regulations and all approvals it has issued for this development. I further understand and acknowledge the limitations on the liability and responsibility of the Town of Hudson contained in paragraph 2 of this Acknowledgment and agree to be bound by them. This Acknowledgment shall be recorded in the Registry of Deeds for Merrimack County.



Marc Daigle,
Manager of DPL, LLC, Manager of FC Owner, LLC & FC2 Owner LLC

Date

11/22/2021

6. In accordance with the above stipulation and description, this sewer is recommended for Acknowledgement as Private Sewer.



Town Engineer or Authorized Agent

11/28/21

Date

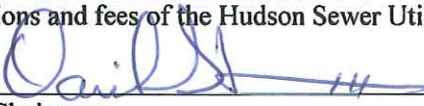


Director of Public Works or Authorized Agent

11/30/21

Date

7. In accordance with the above stipulations and descriptions, this sewer is hereby recommended for Acknowledgement as Private Sewer by the Municipal Utility Committee and is subject to all rules and regulations and fees of the Hudson Sewer Utility.



MUC Chairman

Approved at meeting of:
12-7-21

Date

8. Sewer Approval by Sewer Utility and Town of Hudson

Board of Selectmen Chairman

Approved at meeting of:

Date

cc: Owner Sewer Foreman Town Engineer Building Inspector Planning Board



United Compressor & Pump Services Inc.

157 Plaistow Road
Plaistow, NH 03865
Tel. 603-552-5885 Fax 603-552-5867

Maintenance Service Contract

With: Dakota Partners
Friar's Court
Hudson, NH

Type of Station: Submersible

Period of Service: November 2021- November 2022

All the maintenance service is performed in accordance with the manufacturer's recommended procedure for proper operation. United Compressor & Pump Services, Inc. will provide a written report to the owner/manager after each visit indicating the present operation condition of this system.

The service report will note parts that need repair and/or replacement. It is the responsibility of the owner/manager to act promptly on all recommendations as stated on this report. No parts and/or labor will be added and/or performed without prior approval.

Repairs: Due to the service the equipment performs, it is necessary that all recommended repairs be reviewed and acted on promptly and in accordance with local and state health and safety regulations.

Cleaning: Once a year or as needed. The wet well should be cleaned and scraped down. This service is included in the United contract. United will coordinate this with a cleaning company.

Alarm: The station must have a system which, when activated, provides a signal, call and/or alarm indicating a malfunction in the system. The signal, call and/or alarm must be monitored so as to notify United Compressor & Pump Services, Inc. of these conditions.

Facility: The location of the equipment and/or site must have gates, locks, and/or a means by which the area is secured for safety and/or from vandalism. This is the responsibility of the owner/manager.

Warranty: United Compressor & Pump Services, Inc. will only be responsible for the replacement of parts and/or equipment which were installed and/or serviced by its employees and only to the limits of the written conditions of warranty by the manufacturer of the equipment and/or parts.

Emergency In the event and due to circumstances, which may exist at the site and/or with the system, notice of cost cannot be give, United Compressor & Pump Services, Inc. will have the authority/permission to act in a responsible manner to protect its employees and the site.

_____ **Tel.** _____
Person to notify in case of emergency *Response Number*



United Compressor & Pump Services Inc.

157 Plaistow Road
Plaistow, NH 03865
Tel. 603-552-5885 Fax 603-552-5867

Maintenance Service Contract

Scheduling of Service

Biannually : Pumps & Controls

Inspect all mechanical/electrical systems. All pumps, controls, float level switches, rail systems, piping, valves, alarms and wet well.
Make minor repairs and adjustments.
Provide a written report on the conditions found, including suggestions for repairs.

Cost: \$ \$550.00 per visit

Annually: Clean Wet Well, pump and pressure wash.

Cost: \$ 750.00 per visit PLUS DISPOSAL FEE(ESTIMATED @ \$500.00)

Terms & Conditions:

Net 30 days, freight added. Standard labor rate: \$130.00/per hour per service technician
Standard service hours: Mon.-Fri. 7:30 a.m. – 4:00 p.m.
Overtime rates will be billed at 1.5 times the standard rate.
Holidays and Sunday will be billed at 2 times the standard rate.

Please note: **A minimum invoice charge of four(4) hours for Saturday, Sunday, and Holidays.**

 Date: 11/15/2021
Jeremy Vieira, Development Director

Purchase Order: _____

This agreement may be canceled with a five (5) day written notice by either signed person and/or company providing all conditions of service and terms have been completed.

 11/18/21

M:\PROJECTS\357-Dubois Lowell Rd. Hudson\DWG\WATER ASBUILT\357-SEWER ASBUILT.dwg



The Dubay Group, Inc.
 136 Harvey Rd. Bldg. B101
 Londonderry, NH 03053
 603-436-6462

Engineers
 Planners
 Surveyors
 TheDubayGroup.com



1 INCH = 30 FEET

REVISIONS:

REV.	DATE	COMMENTS	BY:
1	11/28/21	REV'S PER TOWN COMMENTS	NIG

DRAWN BY: NIG
 CHECKED BY: JAC
 DATE: NOVEMBER 22, 2021
 SCALE: 1"=30'
 FILE REF: 357-SEWER ASBUILTS

PROJECT:

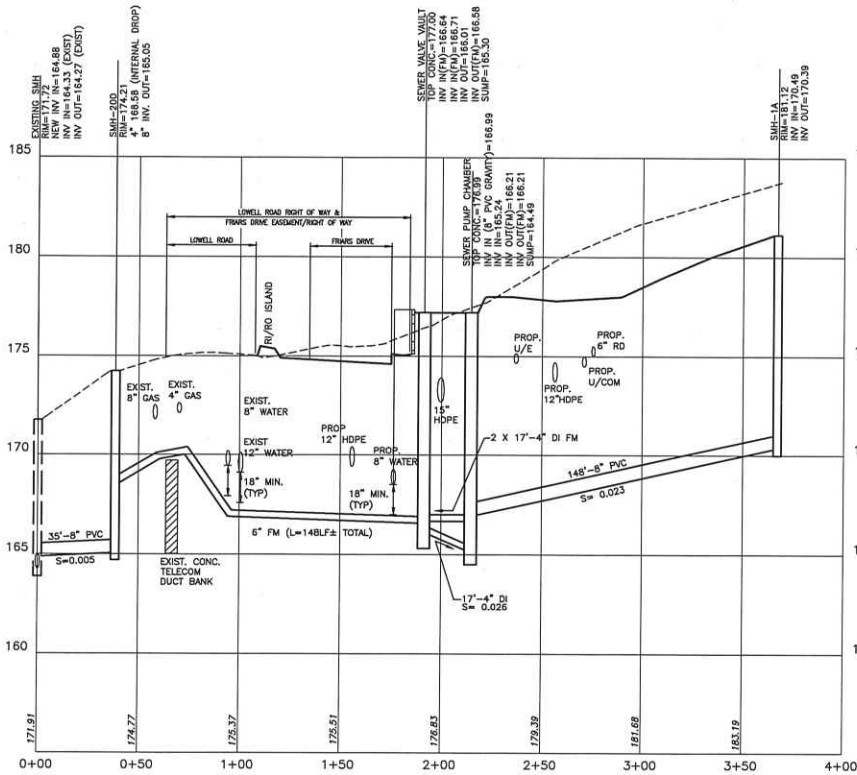
**FRIARS ROAD
 MAP 209 LOT 1**
 161 LOWELL ROAD
 HUDSON, NH

FOR _____
DAKOTA PARTNERS, INC.
 1264 MAIN STREET
 WALTHAM, MA 02451

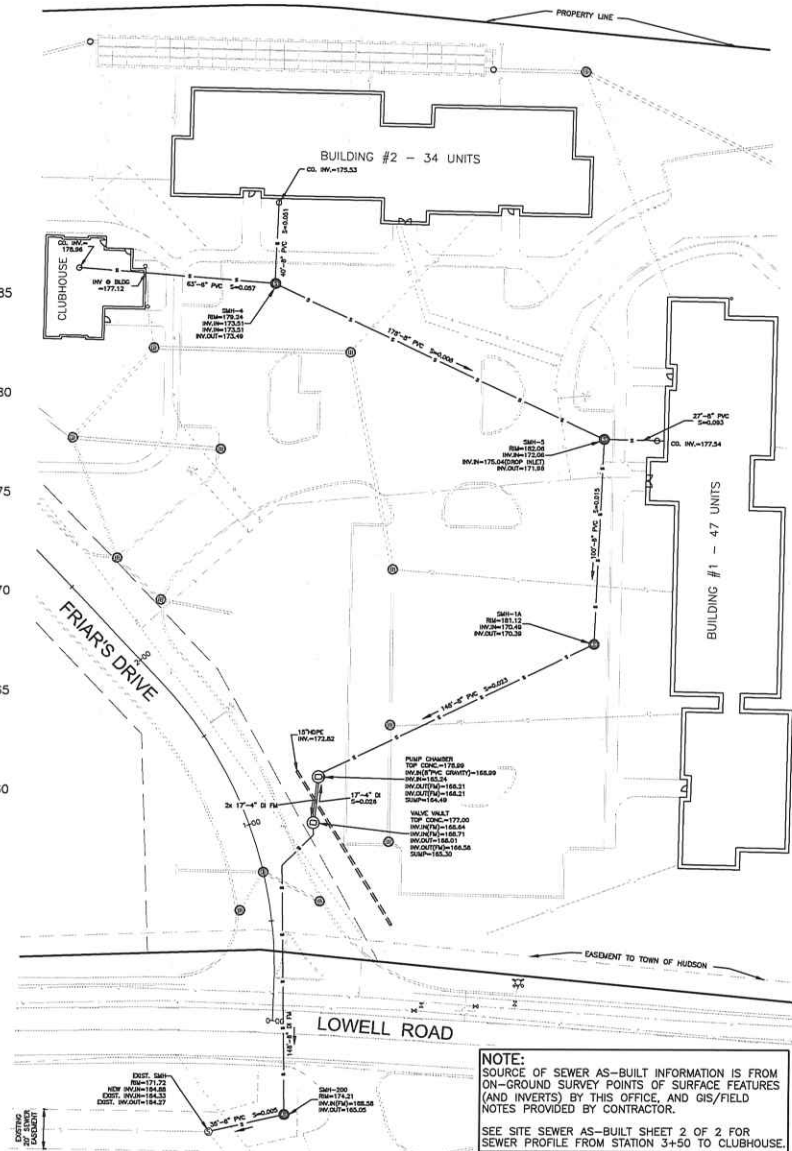
SHEET TITLE:

**SITE
 SEWER AS-BUILT
 (11-19-2021 PROGRESS)**

PROJECT #357 SHEET 1 of 2

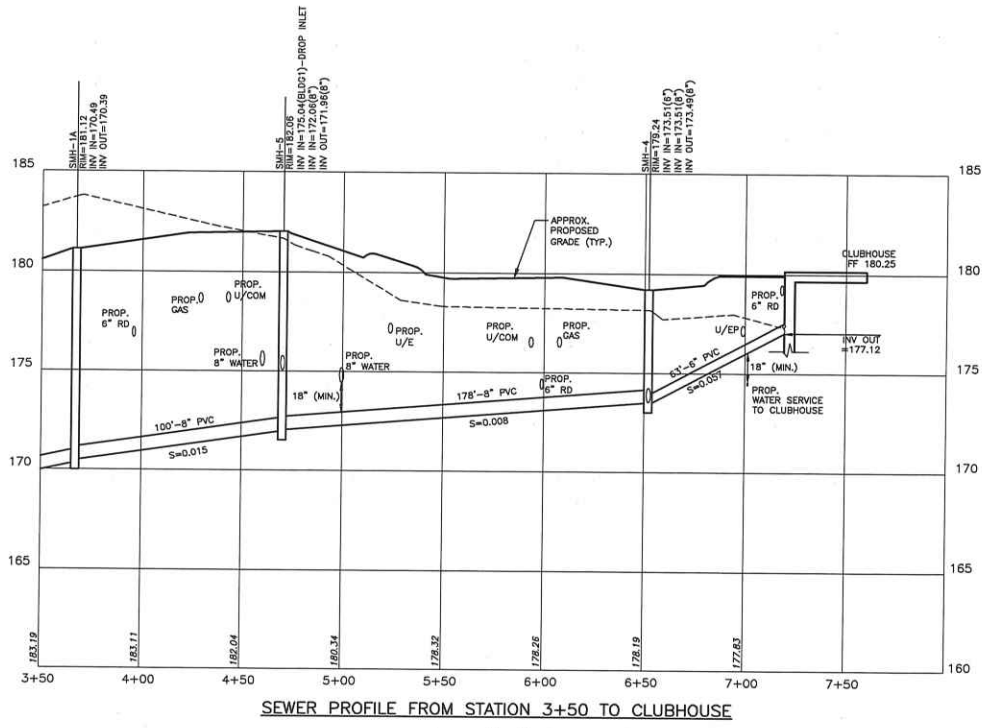


SEWER PROFILE FROM SMH 200 TO PUMP STATION



NOTE:
 SOURCE OF SEWER AS-BUILT INFORMATION IS FROM ON-GROUND SURVEY POINTS OF SURFACE FEATURES (AND INVERTS) BY THIS OFFICE, AND GIS/FIELD NOTES PROVIDED BY CONTRACTOR.
 SEE SITE SEWER AS-BUILT SHEET 2 OF 2 FOR SEWER PROFILE FROM STATION 3+50 TO CLUBHOUSE.

I:\PROJECTS\357-20406-Lowell Rd Hudson/DUPRO WATER ASBUILTS\357-SEWER ASBUILTS.dwg



SEWER PROFILE FROM STATION 3+50 TO CLUBHOUSE

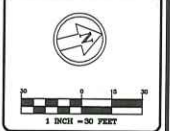


NOTE:
SOURCE OF SEWER AS-BUILT INFORMATION IS FROM ON-GROUND SURVEY POINTS OF SURFACE FEATURES (AND INVERTS) BY THIS OFFICE, AND GIS/FIELD NOTES PROVIDED BY CONTRACTOR.

SEE SITE SEWER AS-BUILT SHEET 1 OF 2 FOR SEWER PROFILE FROM SMH-200 TO PUMP STATION AND PLAN VIEW.

The Dubay Group, Inc.
136 Harvey Rd. Bldg B101
Londonderry, NH 03053
603-558-6962

Engineers
Planners
Surveyors
TheDubayGroup.com



REVISIONS			
REV	DATE	COMMENT	BY
1	11/29/21	REV'S PER TOWN COMMENTS	NG

DRAWN BY: JAC
CHECKED BY: JAC
DATE: NOVEMBER 22, 2021
SCALE: 1"=30'
FILE: 357-SEWER ASBUILTS
DEED REF: -

PROJECT:
**FRIARS COURT
MAP 209 LOT 1**
161 LOWELL ROAD
HUDSON, NH

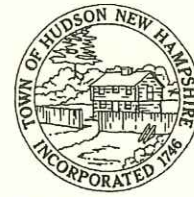
FOR:
**DAKOTA
PARTNERS, INC.**
1264 MAIN STREET
WALTHAM, MA 02451

SHEET TITLE:
**SITE
SEWER AS-BUILT
(11-19-2021 PROGRESS)**



TOWN OF HUDSON

Finance Department



Agenda
12-14-21

9G

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 *LL*

Date: December 3, 2021

Subject: Flagstone Drive Drainage Main Lining

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

Recommendation:

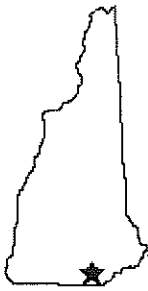
On November 8th, we advertised in the Union Leader newspaper. In addition, bid invitations were sent out to four vendors. The decision to proceed with this project was approved by the Board of Selectmen on November 2, 2021 with an engineering estimate of \$350,000.

On December 3rd, we received five bids. I agree with the Town Engineer and Public Works Director to award the Flagstone Drive project to the lowest bidder, National Water Main Cleaning Co. of Canton, MA for \$248,650.00.

Funding: The construction is to be funded with American Rescue Plan funds and will be charged to account # 44-4312-7200-000-000 (Short code: 7200)

Motion: To approve the contract for construction services for the Flagstone Drive Drainage Main Lining to National Water Main Cleaning Co. for the amount of, not to exceed, \$248,650.00 and to charge the costs to account # 7200. Recommended by the Public Works Director, Town Engineer and Finance Director.

Cc: Elvis Dhima, Town Engineer
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
Jess Forrence, Director of Public Works

DATE: December 6, 2021

RE: Flagstone Drive Drainage Main Lining

On November 2, 2021 the Board of Selectmen decided to fund this project with American Rescue Plan funds. We start advertising for this the next day on the Town website and on the Union Leader on November 8, 2021. In addition, we sent the bid invitations to four different vendors. Our engineering estimate for the proposed work was \$350,000.

On December 3, 2021 we received ^{Five} ~~three~~ bid as follows:

1. National Water Main Cleaning CO, Canton MA:	\$248,650.00
2. Vortex Services, LLC, Livermore, ME:	\$248,900.00
3. Arold Construction Company, Kingston, NY	\$333,750.00
4. Precision Trenchless, LLC, Schenectady, NY	\$385,451.23
5. Michael's Pipe Services Watertown CT	\$394,321.00

After completing the bid evaluation and proposed work/tasks, The Town Engineer and Public Works Director's recommendation to the BOS is to approve the contract for construction services to the low bidder.

Motion:

To approve the contract for construction services for the Flagstone Drive Drainage Main to National Water Main Cleaning CO, Canton MA. for the amount of, not to exceed \$248,650, using Account #: 7200.

Office of Town Clerk/Tax Collector

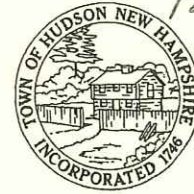
Flagstone Drive Drainage Lining

Friday, December 3rd, 2021 10AM

Name and Address	Date Received	Amount
Precision Trenchless 1710 Erie Blvd. Schenectady NY 12308	12/2/2021	\$385,451.23
Michels Pipe Services 99 Callender Rd. Watertown CT. 06795	12/2/2021	\$394,321.00
Arold Construction 51 Powder Mill Bridge Rd Kingston NY 12401	12/2/2021	\$333,750.00
National Water Main Cleaning Co 25 Marshall St Canton, MA 02021	12/3/2021	\$248,650.00
Vortex Services LLC 521 Federal Rd. Livermore, ME 04253	12/3/2021	\$248,900.00
Respectfully Submitted: Roger Ordway		
CC: Selectmen's Office Finance Fire	Steve Malizia	



TOWN OF HUDSON
Finance Department



Agenda

12-14-21

9H

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: November 30, 2021

Subject: CSI Sewer Main Lining

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

Recommendation:

Sewer Main repair specifications, at the location of CSI, was advertised and bid invitations were sent to 4 different vendors. Of the bids received, 2 didn't qualify. I agree with the recommendation of the Town Engineer and Public Works Director to approve the contract for construction services to the lowest bidder who met the Town's specifications: Vortex Services, LLC.

Funding: The construction is to be funded by account no. 5564-625 and, ultimately, covered by donation funding for Infiltration and Inflow.

Motion: To approve the contract for construction services for the CSI Sewer Main to Vortex Services, LLC for the amount of, not to exceed, \$79,947.00 and to charge the costs to 5564-625. Recommended by the Public Works Director, Town Engineer and Finance Director.

Cc: Elvis Dhima, Town Engineer
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: December 9, 2021

RE: CSI Sewer Main Lining

The Town has been undertaking sewer main repairs related to our Infiltration and Inflow Program. This main was selected as a priority from our field investigation. We start advertising for this the next day on the Town website and on the Union Leader on October 13, 2021. In addition, we sent the bid invitations to four different vendors. Our construction estimate for the proposed work was \$105,000.

On November 12, 2021 we received three bid as follows:

1. Green Mountain Pipeline Services, Bethel, VT:	\$69,255.00
2. Vortex Services, LLC, Livermore, ME:	\$79,947.00
3. Eastern Pipe Services, Bow, NH:	\$109,350.00
4. National Water Main Cleaning Co. Canton, MA	\$117,855.00
5. Granite Inliner LLC, Fairfield, ME:	\$131,500.00

Green Mountain and Eastern Pipe proposals do not meet town specification and are disqualified. In addition, we received a sixth bid, after the deadline, for \$81,405.00 which is also disqualified.

After completing the bid evaluation and proposed specification, The Town Engineer and Public Works Director's recommendation to the BOS is to approve the contract for construction services to the low bidder Vortex Services, LLC.

Motion:

To approve the contract for construction services for the CSI Sewer Main to Vortex Services, LLC. for the amount of, not to exceed \$79,947.00, using Account #: 5564-625.

Office of Town Clerk/Tax Collector

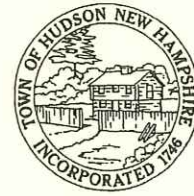
CSI Sewer Main Lining

Friday, November 12th @ 10AM

Name and Address	Date Received	Amount
Eastern Pipe Service	11-10-21 1:10PM	\$109,350.00
2 Thibeault Dr. Bow NH 03304		Does Not Meet Specs
National Water Main Cleaning Co.	11-12-21 8:16AM	\$117,855.00
25 Marshall St. Canton MA 02021		
Green Mountain Pipeline Services	11-12-21 9:02AM	\$69,255.00
768 S. Main St. Unit 1		Does Not Meet Specs
Bethel, VT 05032		
Granite Inliner LLC	11-12-21 7:45AM	\$131,500
195A Norridgewock Rd.		
Fairfield, ME 04937		
Vortex Services LLC	11-12-21 9:41AM	\$79,947.00
521 Federal Rd.		
Livermore, ME 04253		
Respectfully Submitted: Roger Ordway		
CC: Selectmen's Office	Steve Malizia	
Finance		
Elvis Dhima		



TOWN OF HUDSON
Finance Department



Agenda
12-14-21

91

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 *LL*

Date: December 10, 2021

Subject: Lowell Road Bridge (116/080) – Design Phase

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

Recommendation:

On November 3rd, we advertised on our website. On the 8th of November in the Union Leader newspaper. On December 3rd, a pre-bid meeting was held and four (4) bid invitations were sent to vendors. The engineering portion of the work was estimated to be \$50,000.

On December 10th, we received two (2) bids. After evaluation of these, the Town Engineer recommends approving the contract for design engineering services to Wright-Pierce, Inc. the lowest bidder and I am in agreement.

Funding: As decided by the Board of Selectmen, November 2, 2021, this project is to be funded with American Rescue Plan funds and will be charged to account # 44-4313-7201-000-000 (Short code: 7201)

Motion: To approve the contract for design engineering services for the Lowell Road Bridge (116/080) to Wright-Pierce, Inc. for the amount of, not to exceed, \$28,810.00 and to charge the costs to account # 7201. Recommended by the Town Engineer and Finance Director.

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: December 10, 2021

RE: Lowell Road Bridge (116/080) – Design Phase

On November 2, 2021 the Board of Selectmen decided to fund this project with American Rescue Plan funds. We start advertising for this the next day on the Town website and on the Union Leader on November 8, 2021. On December 3, 2021 we held a mandatory pre-bid meeting and we sent the bid invitations to four different vendors. Our engineering estimate for the proposed work was \$50,000.

On December 10, 2021 we received two bids as follows:

- | | |
|--|----------|
| 1. CMA Engineers, Inc Portsmouth, NH: | \$32,400 |
| 2. Wright-Pierce, Inc., Manchester, NH | \$28,810 |

After completing the bid evaluation and proposed work/tasks, the Town Engineer recommendation to the BOS is to approve the contract for design engineering services from the low bidder.

Motion:

To approve the contract for design engineering services for the Lowell Road Bridge (116/080) to Wright-Pierce, Inc. for the amount of, not to exceed \$28,810, using Account #: 7201.



TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

RECEIVED

DEC 09 2021

TOWN OF HUDSON
SELECTMEN'S



Agenda
12-14-21

9J

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

Robert M. Buxton
Chief of Department

TO: Marilyn McGrath
Chairman

FR: Robert M. Buxton *RMB*
Fire Chief

DT: December 6, 2021

RE: Grant Application – December 14, 2021 BOS Public Agenda

The Fire Department is requesting permission to apply for funds from the Locality Equipment Purchase Program through the State of New Hampshire Governor's Office for Emergency Relief and Recovery. The following is a brief synopsis of the application;

1. State of New Hampshire Governor's Office for Emergency Relief and Recovery:

- a. Originally proposed as a project under the American Rescue Plan, the Fire Department is requesting to apply for Locality Equipment Purchase Program funds to cover the cost of a new cot, with power loading options and a Lucas CPR device for the Fire Department's EMS program.
- b. This proposal will have a value of \$53,580. This would be inclusive of the following equipment;
 - i. 1 Cot
 - ii. 1 MTS Power Load system
 - iii. 1 LUCAS 3 Chest Compression System
- c. This program would fund \$50,000 of this project. The remainder of the program would be funded out of the EMS Revolving fund.

The proposal this evening is simply for permission to apply for the funding opportunity. Prior to accepting the award, the Board of Selectmen would have the opportunity to hold a public hearing and decide whether we want to accept the funds.

Motion:

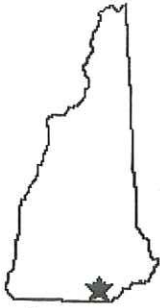
- 1. To authorize the Fire Chief to apply for the State of New Hampshire Governor's Office for Emergency Relief and Recovery program for the purpose of obtaining funding for a Power Loading Cot and Lucas 3 Chest Compression System.

RECEIVED

DEC 09 2021

2021

Agenda
12-14-21



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



9K

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

Robert M. Buxton
Chief of Department

TO: Marilyn McGrath
Chairman

FR: Robert M. Buxton *RMB*
Fire Chief

DT: December 6, 2021

RE: Grant Application – December 14, 2021 BOS Public Agenda

The Fire Department is requesting permission to apply for an Assistance to Firefighter Grant program through the Department of Homeland Security. The following is a brief synopsis of the grant application;

1. Assistance to Firefighters Grant Program:

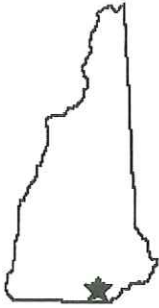
- a. For the FY21 AFG program, we are proposing a request for the replacement of our portable radios as our attempt at securing funding through the FY20 AFG program was not awarded.
- b. Upon conclusion of a review of our existing equipment, we have determined a declining number of dependable and serviceable portable radios available to the members of our organization.
- c. This year's proposal will have a value of \$196,919. This would be inclusive of the following equipment;
 - i. 37 portable radios and associated equipment
- d. This program does require a 10% match. We would request to utilize \$19,691.90 from the Communications Capital Reserve Fund to meet our obligation.

The proposal this evening is simply for permission to apply for the grant. Prior to accepting the grant if awarded, the Board of Selectmen would have the opportunity to hold a public hearing and decide whether we want to accept the funds.

Motion:

- 1. **To authorize the Fire Chief to apply for the Assistance to Firefighters Grant for the purpose of obtaining funding for the replacement of our portable radios and associated equipment.**

Agenda
12.14.21



TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

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DEC 09 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE




9L

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: December 8, 2021

RE: Grant Application – December 14, 2021 BOS Public Agenda

The Fire Department is requesting permission to apply for the 2022 Competitive Homeland Security Grant. The program is part of the State of New Hampshire Homeland Security grant program funded by the federal government. The following is a brief synopsis of the application;

- \$24,449 Lighting tower with onboard 20kw standby generator
- \$38,000 (2) Full Matrix Message Boards
- \$64,000 Trailer mounted generator

This project would be a Town of Hudson Emergency Management initiative. If the grant is awarded this equipment would support the mission of the community during Emergency Management activities.

The proposal this evening is simply for permission to apply for the funding opportunity. Prior to accepting the award, the Board of Selectmen would have the opportunity to hold a public hearing and decide whether we want to accept the funds.

Motion:

1. To authorize the Fire Chief to apply for the 2022 Competitive Homeland Security Grant for the purpose of obtaining funding for Town of Hudson Emergency Management equipment as outlined above.



TOWN OF HUDSON MODERATOR



Agenda
12-14-21

9M

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

RECEIVED

DEC 09 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

December 8, 2021

To: Board of Selectmen
From: Paul Inderbitzen, Moderator
RE: Voting Locations

Ladies and Gentlemen,

In an attempt to find a suitable location for a polling place in Ward 1, south of Central Street, I inquired whether St. Kathryn's Parish Hall would be available to rent for elections. The pastor responded, indicating that they were not interested in renting the hall for election purposes. The only school in Ward 1 is Nottingham West but that facility has only 50 parking spaces which would not be sufficient for an election. There are no other suitable locations within Ward 1 that we identified.

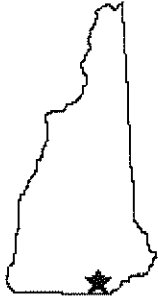
After a committee of election workers reviewed the options for polling places, it is our recommendation that Alvirne High School Cafeteria be the polling location for Ward 2 (Central Street addresses and areas north).

For Ward 1 (all areas south of Central Street) the committee felt that Hudson Memorial School would be the best choice. While its address is on Central Street, it is on the south side of that street and closest to Ward 1.

It is my opinion that Memorial is larger than needed for the smaller Town and State elections. I would recommend that the Board consider maintaining The Community Center as the central polling place for Ward 1 and only use Memorial School every 4 years for the Presidential Election.

The decision on locations is assigned to the Board of Selectmen (RSA 658:10). For your deliberations I have attached the following:

1. Voting statistics for Town Elections
2. Voting Statistics for State Election
3. The Hudson Election Cycle by calendar year
4. The Hudson Election Cycle by fiscal year



TOWN OF HUDSON MODERATOR



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

HUDSON ELECTION CYCLE (BY CALENDAR YEAR)

New Hampshire Elections occur in a 4 year cycle:

Year 1: Presidential Primary: 2nd Tuesday in February (can be moved up by the Secretary of State to maintain the “first in the nation” status).

Town/School Elections: 2nd Tuesday in March.

State Primary: 2nd Tuesday in September.

State General/Presidential Election: 2nd Tuesday in November.

Note: Town/School Elections may be postponed 2 weeks by the Moderator due to inclement weather.

Year 2: Town/School Elections: 2nd Tuesday in March.

Year 3: Town/School Elections: 2nd Tuesday in March.

State Primary: 2nd Tuesday in September.

State General Election: 2nd Tuesday in November.

Year 4: Town/School Elections: 2nd Tuesday in March.

2020: Presidential Primary: February 11

Town/School: March 10

State Primary: September 8

State/Presidential: November 3

2021: Town/School: March 9

2022: Town/School: March 8

State Primary: September 13

State General: November 8

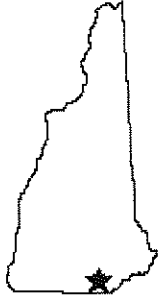
2023: Town/School: March 14

2024: Repeats Year 1

2025: Repeats Year 2

2026: Repeats Year 3

2027: Repeats Year 4



TOWN OF HUDSON MODERATOR



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

HUDSON ELECTION CYCLE (BY FISCAL YEAR)

New Hampshire Elections occur in a 4 year cycle:

Fiscal Year 1: Presidential Primary: 2nd Tuesday in February (can be moved up by the Secretary of State to maintain the “first in the nation” status).
Town/School Elections: 2nd Tuesday in March.

Note: Town/School Elections may be postponed 2 weeks by the Moderator due to inclement weather.

Fiscal Year 2: State Primary: 2nd Tuesday in September.
State General/Presidential Election: 2nd Tuesday in November.
Town/School Elections: 2nd Tuesday in March.

Fiscal Year 3: Town/School Elections: 2nd Tuesday in March.

Fiscal Year 4: State Primary: 2nd Tuesday in September.
State General Election: 2nd Tuesday in November.
Town/School Elections: 2nd Tuesday in March.

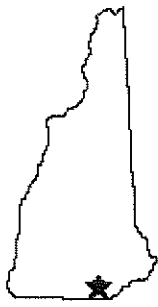
FY 2020: Presidential Primary: February 11, 2020
Town/School: March 10, 2020

FY 2021: State Primary: September 8, 2020
State/Presidential Election: November 3, 2020
Town/School Election: March 9, 2021

FY 2022: Town/School: March 8, 2022

FY 2023: State Primary: September 13, 2022
State General: November 8, 2022
Town/School: March 14, 2023

FY 2024: Repeats Year 1
FY 2025: Repeats Year 2
FY 2026: Repeats Year 3
FY 2027: Repeats Year 4



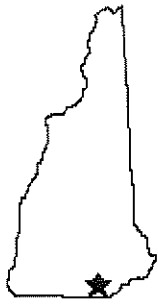
TOWN OF HUDSON MODERATOR



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

TOWN OF HUDSON VOTER PARTICIPATION AT TOWN/SCHOOL ELECTIONS

Date	Ballots Cast	Absentee	New Registrations	Total Checklist	%	Issues Effecting Turnout
March 2023						
March 2022						
March 2021	3031	234	18	20,325	14.9	High School Renovation Bond, Police Renovation Bond, Teacher Contract.
March 2020	4156	101	98	18,974	21.9	High School Renovation Bond, Police Renovation Bond, 4 Union Contracts.
March 2019	4539	144	134	18,597	24.4	High School Renovation Bond; Full day Kindergarten; 4 Union Contracts
March 2018	3167	137	109	18,056	17.5	2 High School Construction Bonds
March, 2017	2534	69	23	16,763	15.1	Fire Station build; Police & Highway Employee contracts; School Leadership contract
March 2016	3754	78	72	16,691	22.5	Fire Station Bond; Firefighters contract; Teachers & Administrators contract; HS Track
March 2015	2748	46	65	16,061	17.1	Fire Station Bond & renovation; Police, Fire, & Town Supervisors contract; HS Track Bond; School Leadership contract.
March 2014	3620	53	162	15,763	23.0	Police, Fire & Highway Employee contracts; Police, Fire, & Town Supervisors contract; Teachers & Principals/Dept. Heads contracts
March. 2013	3238	49	76	15,565	20.8	Police, Fire, & Highway contracts; Town Supervisors contract; Senior Center Construction; Teacher contract
March, 2012	2340	52	45	13,941	16.8	Town Supervisors contract; Support Union contract;
March, 2011	2560	41		16,435	15.6	Town Supervisors contract;



TOWN OF HUDSON MODERATOR

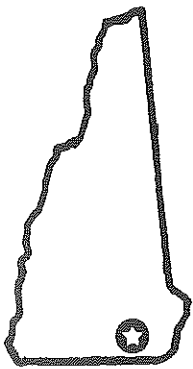


12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

TOWN OF HUDSON VOTER PARTICIPATION AT STATE ELECTIONS

Election	Date	Ballots Cast		Absentee		Voting Day Registrations	Total Checklist	%
		R	D	R-385 D-894				
State General Election	Nov. 2022	R						
State Primary	Sept. 2022	R						
		D						
State/Presidential Election	Nov. 2020		14,719	5198		1142	20,911	70.4
State Primary	Sept. 2020	R - 2618 D - 1810	4428	R-385 D-894	1279	98	19,236	23.0
Presidential Primary	Feb. 2020	R - 2979 D - 4260	7239	299		464	19,052	40.0
State General Election	Nov. 2018		9453	510		601	18,820	50.2
State Primary	Sept. 2018	R - 1531 D - 1286 L - 31	2848	101		90	18,145	15.7
State/Presidential Election	Nov. 2016		13,535	1076		1221	18,558	72.9
State Primary	Sept. 2016	R- 1801 D- 780	2581	82		32	16,920	15.3
Presidential Primary	Feb. 2016	R -5300 D - 3560	8860	335		725	16,946	52.3
State General Election	Nov. 2014		8344	322		304	16,129	51.7
State Primary	Sept. 2014	R - 2005 D - 517	2522	78		81	15,813	15.9
State/Presidential Election	Nov. 2012		12,412	794		1370	15,974	77.7
State Primary	Sept. 2012	R - 1585 D - 871	2456	53		42	14,159	17.3
President Primary	Jan. 2012	R - 4304 D - 768	5027	136		352	14,013	35.9

State General Election	Nov. 2010		7246	267	251	16,599	43.7
State Primary	Sept. 2010	R - 2052 D - 662	2714	57	70	16,327	16.6
State/Presidential Election	Nov. 2008		12,417	802	1246	16,405	75.7
State Primary	Sept. 2008	R - 1005 D - 549	1554	26	31	14,585	10.7
Presidential Primary	Jan. 2008	R - 4177 D - 4399	8576	227	1012	14,979	57.3



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

Agenda
12/14/21



9N

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 6, 2021

Re: FY2023 Default Budgets

Attached please find the FY2023 Default Budgets for the General Fund, Sewer Fund and Water Fund. Default budgets are calculated by taking the previous year's approved budget and adjusting it for contractual items, items approved by the voters and removing one-time expenditures. Should the Board of Selectmen vote to approve the General Fund, Sewer Fund and Water Fund Default Budgets, the following motions would be appropriate:

Motion: To approve the Fiscal Year 2023 General Fund Default Budget in the amount of \$31,586,809

Motion: to approve the Fiscal Year 2023 Sewer Fund Default Budget in the amount of \$2,108,825.

Motion: to approve the Fiscal Year 2023 Water Fund Default Budget in the amount of \$4,184,025.

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

Town of Hudson, NH
Fiscal Year 2023 Default Budget by Fund

<u>Fund</u>	<u>FY2022 Budget</u>	<u>FY2023 Default Budget</u>	<u>FY2023 BOS Proposed Budget</u>	<u>Incr/(Decr)</u>
General (*)	30,479,143	31,586,809	32,098,523	511,714
Sewer	2,242,825	2,108,825	2,138,465	29,640
Water	3,871,994	4,184,025	4,622,590	438,565
Total	<u>36,593,962</u>	<u>37,879,659</u>	<u>38,859,578</u>	<u>979,919</u>

* includes Library and Conservation

Town of Hudson NH
General Fund Default Budget Fiscal Year 2023

Town Meeting Approved Fiscal Year 2022 **\$30,479,143**

Adjustments:

Less:	Supervisors of the Checklist Purge Postage	(\$2,500)	5042-238
	Public Works Streets - Excavator Final Payment	(\$14,000)	5552-401
	Public Works Drainage - Excavator Final Payment	(\$14,000)	5554-401
	Public Works Parks - Replace 61" Lawnmower	(\$17,500)	5556-401
	Unemployment Insurance	(\$5,000)	5910-116
 Add:	Moderator Election Costs	\$14,986	5041
	Lease Purchase Fire Pumper	\$66,782	5730-404
	Worker's Compensation	\$5,600	5910-117
	Property Liability Insurance	\$14,250	5910-201
	Solid Waste Contract	\$385,444	5970-242

Adjusted Town Meeting Approved Fiscal Year **\$30,913,205**

Add: Recurring Items from Approved Prior Fiscal Year's Warrant Articles:

Town Wide Paving	\$200,000	
Hudson Firefighters IAFF Local 3154 Union Contract	\$76,983	
Hudson Police, Fire and Town Suprv Assoc Contract	\$95,547	
Hudson Police Employees Association Contract	\$215,263	
Hudson Public Works Local 1801 Union Contract	\$85,811	

Total General Fund Default Budget **\$31,586,809**

Town of Hudson NH
Water Fund Default Budget Fiscal Year 2023

Town Meeting Approved Fiscal Year 2022 **\$3,871,994**

Adjustments:

Less:	Water Debt Service FY 2022	(\$1,249,656)
	Marsh Road Station Design	(\$100,000)
	Hill Street Water Main Replacement	(\$40,000)

Add:	Water Debt Service FY 2023	\$1,193,906
	Water - Whitewater Oper and Mtce.	\$14,847
	Water - Purchased from Pennichuck	\$492,934

Adjusted Town Meeting Approved Fiscal Year **\$4,184,025**

Add: Recurring Items from Approved Prior Fiscal Year's Warrant Articles:

Total Water Fund Default Budget **\$4,184,025**

Town of Hudson NH
Sewer Fund Default Budget Fiscal Year 2023

Town Meeting Approved Fiscal Year 2022	\$2,242,825
Adjustments:	
Less: Sewer Operations - Excavator Final Payment	(\$14,000)
Sewer Operations - Camera Trailer Wash	(\$10,000)
Sewer Capital Projects Pumps Station Update	(\$125,000)
Add: Nashua Sewer Treatment Plant (Hudson share)	\$15,000
	<hr/>
Adjusted Town Meeting Approved Fiscal Year	<u><u>\$2,108,825</u></u>
 Add: Recurring Items from Approved Prior Fiscal Year's Warrant Articles:	
	 <hr/>
Total Sewer Fund Default Budget	<u><u>\$2,108,825</u></u>

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Town of Hudson
Revenues and Expenditures
Through November 30, 2021

HWK

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: November 30, 2021

State #	Dept #	Department	Budget FY 2022	Prior Year Encumbered	Budget and FY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	General Fund									
4199	5020	Trustees of Trust Funds	2,875	0	0	2,875	1,580	0	1,295	55%
4195	5025	Cemetery Trustees	1,250	0	0	1,250	7	0	1,243	1%
4140	5030	Town Clerk/Tax Collector	410,019	0	0	410,019	145,645	14,528	249,846	39%
4140	5041	Moderator	15,059	0	0	15,059	90	0	14,969	1%
4140	5042	Supervisors of The Checklist	8,786	0	0	8,786	2,433	0	6,353	28%
4199	5050	Town Treasurer	8,074	0	0	8,074	3,364	0	4,710	42%
4199	5055	Sustainability Committee	1,300	0	0	1,300	118	0	1,182	9%
4520	5063	Benson Park Committee	1,100	0	0	1,100	76	0	1,024	7%
4199	5070	Municipal Budget Committee	800	0	0	800	0	0	800	0%
4140	5077	IT - Town Officers	4,170	0	0	4,170	1,423	0	2,747	34%
4199	5080	Ethics Committee	100	0	0	100	10	0	90	10%
		Town Officers	453,533	0	0	453,533	154,746	14,528	284,259	37%
4130	5110	Board of Selectmen/Administra	391,769	0	20,000	411,769	163,375	22,546	225,849	45%
4194	5115	Oakwood	2,275	0	0	2,275	999	400	876	61%
4194	5120	Town Hall Operations	97,324	0	0	97,324	39,212	558	57,554	41%
4442	5151	Town Poor	80,000	0	0	80,000	11,252	0	68,748	14%
4130	5177	IT - Town Administration	800	0	0	800	246	1,188	(634)	179%
		Administration	572,168	0	20,000	592,168	215,084	24,692	352,393	40%
4153	5200	Legal	136,560	0	0	136,560	53,213	13,714	69,634	49%
4150	5310	Finance Administration	204,957	4,000	0	208,957	69,855	7,147	131,955	37%
4150	5320	Accounting	304,123	3,573	(45)	307,650	122,838	1,556	183,257	40%
4150	5377	IT - Finance	2,250	0	0	2,250	541	60	1,649	27%
		Finance	511,330	7,573	(45)	518,857	193,233	8,763	316,861	39%
4150	5330	Information Technology	742,103	4,555	0	746,658	292,287	9,789	444,583	40%
		Information Technology	742,103	4,555	0	746,658	292,287	9,789	444,583	40%
4152	5410	Assessing Department	469,428	43,826	149,000	662,254	235,322	176,650	250,282	62%
4152	5477	IT- Assessing	14,650	2,431	0	17,081	1,510	1,169	14,401	16%
		Assessing	484,078	46,257	149,000	679,335	236,832	177,819	264,684	61%
4312	5515	Public Works Facility	59,903	0	0	59,903	40,152	5,917	13,834	77%
4312	5551	Public Works Administration	290,872	0	0	290,872	114,681	475	175,716	40%
4312	5552	Streets	2,980,123	0	199,602	3,179,725	1,501,577	322,395	1,355,753	57%
4312	5553	Equipment Maintenance	498,793	0	0	498,793	191,089	4,214	303,490	39%
4312	5554	Drainage	685,775	0	0	685,775	221,625	947	463,204	32%
4522	5556	Parks Division	254,254	0	500	254,754	86,238	7,439	161,077	37%
4312	5577	IT - Public Works	4,290	0	0	4,290	3,614	0	676	84%
		Public Works	4,774,010	0	200,102	4,974,112	2,158,977	341,385	2,473,749	50%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: November 30, 2021

State #	Dept #	Department	Budget FY 2022	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4191	5277	IT - LUD	6,300	0	0	6,300	2,963	2,625	712	89%
4191	5571	LUD - Planning	258,020	18,488	0	276,508	115,486	16,525	144,497	48%
4191	5572	LUD - Planning Board	8,350	2,311	0	10,661	1,943	1,389	7,329	31%
4191	5581	LUD - Zoning	215,721	0	0	215,721	82,891	2,856	129,974	40%
4191	5583	LUD - Zoning Board of Adj	16,500	0	0	16,500	5,334	9,204	1,961	88%
4311	5585	LUD - Engineering	415,589	796	0	416,385	151,940	16,911	247,534	41%
		Land Use	920,480	21,595	0	942,075	360,557	49,511	532,007	44%
4210	5610	Police Administration	351,939	0	0	351,939	115,622	12,927	223,390	37%
4210	5615	Police Facility Operations	287,854	0	0	287,854	114,256	17,309	156,289	46%
4210	5620	Police Communications	800,766	0	0	800,766	335,334	811	464,620	42%
4210	5630	Police Patrol	7,089,062	25,004	(110)	7,113,956	2,722,973	132,988	4,257,995	40%
4210	5640	Investigations	14,420	0	4	14,424	4,105	1,238	9,081	37%
4414	5650	Animal Control	130,089	0	0	130,089	51,766	1,000	77,323	41%
4210	5660	Information Services	187,189	0	0	187,189	73,980	6	113,203	40%
4210	5671	Support Services	88,023	0	799	88,822	23,411	1,586	63,825	28%
4210	5672	Crossing Guards	58,755	0	0	58,755	15,875	0	42,880	27%
4210	5673	Prosecutor	364,372	0	0	364,372	106,998	1,320	256,054	30%
4210	5677	IT - Police	93,629	0	0	93,629	56,736	17,312	19,581	79%
		Police	9,466,098	25,004	693	9,491,795	3,621,057	186,496	5,684,242	40%
4220	5710	Fire Administration	772,075	0	(45)	772,030	317,687	19,051	435,292	44%
4220	5715	Fire Facilities	142,009	5,000	0	147,009	41,141	20,089	85,778	42%
4220	5720	Fire Communications	428,054	0	0	428,054	162,491	7,663	257,900	40%
4220	5730	Fire Suppression	5,894,216	156,797	184,881	6,235,895	2,535,296	211,337	3,489,262	44%
4220	5740	Fire Inspectional Services	501,925	0	0	501,925	185,562	1,694	314,669	37%
4220	5765	Fire Alarm	3,746	0	0	3,746	7	0	3,739	0%
4220	5770	Emergency Management	86,368	22,000	0	108,368	4,617	26,724	77,027	29%
4220	5777	IT - Fire	36,506	0	0	36,506	22,365	893	13,248	64%
		Fire	7,864,899	183,797	184,836	8,233,533	3,269,166	287,451	4,676,916	43%
4520	5810	Recreation Administration	178,081	0	0	178,081	51,309	2,455	124,317	30%
4520	5814	Recreation Facilities	66,122	0	0	66,122	21,535	0	44,587	33%
4520	5821	Supervised Play	120,063	0	0	120,063	316	0	119,747	0%
4520	5824	Ballfields	12,242	0	0	12,242	2,730	0	9,512	22%
4520	5825	Tennis	0	0	0	0	1,720	0	(1,720)	100%
4520	5826	Lacrosse	12,366	0	0	12,366	0	0	12,366	0%
4520	5831	Basketball	52,604	0	0	52,604	3,176	0	49,428	6%
4520	5834	Soccer	13,314	0	0	13,314	10,786	0	2,528	81%
4520	5835	Senior Activities Operations	62,629	0	0	62,629	12,122	662	49,845	20%
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	671	177	6,212	12%
4520	5877	IT - Recreation	7,065	0	0	7,065	1,353	0	5,712	19%
		Recreation	533,046	0	0	533,046	105,717	3,295	424,035	20%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: November 30, 2021

State #	Dept #	Department	Budget FY 2022	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4196	5910	Insurance	541,000	0	0	541,000	396,250	0	144,750	73%
4199	5920	Community Grants	90,484	0	0	90,484	84,484	0	6,000	93%
4583	5930	Patriotic Purposes	5,600	0	0	5,600	4,100	0	1,500	73%
4199	5940	Other Expenses	161,569	0	(87,207)	74,362	9,928	1,274	63,160	15%
4220	5960	Hydrant Rental	276,971	0	0	276,971	92,323	0	184,648	33%
4321	5970	Solid Waste Contract	1,710,384	0	0	1,710,384	579,054	1,132,800	(1,470)	100%
		Non-Departmental	2,786,008	0	(87,207)	2,698,801	1,166,140	1,134,074	398,587	85%
General Fund Appropriation Subtotal			29,244,313	288,780	467,379	30,000,472	11,827,007	2,251,516	15,921,948	46.9%
Warrant Articles										
4194	6012	Major Repairs to Town Bldings	50,000	0	0	50,000	50,000	0	0	100%
4901	6015	Widening Lowell Rd from Was	0	1,345,283	0	1,345,283	870	1,344,413	0	100%
4152	6040	Future Prop. Revaluation CRF	15,000	0	0	15,000	15,000	26,100	(26,100)	274%
4220	6057	Fire Apparat Refub & Repr CR	25,000	0	0	25,000	25,000	0	0	100%
4210	6073	Estab. Police Safety Equipment	50,000	0	0	50,000	50,000	0	0	0%
4326	6095	Vaccon Truck Cap Rsrv Fund	30,000	0	0	30,000	30,000	0	0	100%
4909	6099	Town Wide Paving	200,000	0	(200,000)	0	0	0	0	0%
4550	6100	Hills Memorial Library CRF	25,000	0	0	25,000	25,000	0	0	100%
4902	6200	Fire Squad Vehicle	0	119,096	0	119,096	0	119,096	0	100%
4915	6201	Commun Equip & Infrast CRF	0	725,400	0	725,400	381,000	344,400	0	100%
4909	6212	Taylor Falls & Veteran Bridge I	0	61,824	0	61,824	20,876	40,948	0	100%
0000	6434	Operating Transfer to Library	0	0	0	0	235,985	0	(235,985)	100%
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	0	0	0	100%
General Fund Warrant Articles			395,000	2,251,603	(200,000)	2,446,603	833,731	1,874,957	(262,085)	111%
General Fund Total Budget			29,639,313	2,540,382	267,379	32,447,074	12,660,737	4,126,474	15,659,863	52%
02	Sewer Fund									
4326	5561	Sewer Billing & Collection	165,643	0	0	165,643	95,987	14,669	54,987	67%
4326	5562	Sewer Operation & Maintenan	1,207,182	0	(2,530)	1,204,652	481,265	281,302	442,084	63%
4326	5564	Sewer Capital Projects	870,000	5,639	0	875,639	242,564	364,350	268,725	69%
4326	6086	Vaccon Truck Purchase	400,000	0	0	400,000	391,960	0	8,040	98%
4326	6095	Vaccon Truck Cap Rsrv Fund	30,000	0	0	30,000	30,000	0	0	100%
Sewer Fund			2,672,825	5,639	(2,530)	2,675,934	1,241,776	660,321	773,836	71%
03	Water Fund									
4332	5591	Water - Administration	299,122	0	0	299,122	156,355	18,044	124,722	58%
4332	5592	Water - Ops & Maintenance	1,529,042	0	0	1,529,042	478,649	590,383	460,010	70%
4335	5593	Water - Supply	794,174	0	0	794,174	574,469	81,719	137,986	83%
4332	5594	Water - Debt Service	1,249,656	0	0	1,249,656	117,328	0	1,132,328	9%
Water Fund			3,871,994	0	0	3,871,994	1,326,800	690,147	1,855,047	52%
Total General, Sewer, Water Funds			36,184,132	2,546,022	264,849	38,995,003	15,229,314	5,476,942	18,288,747	53%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: November 30, 2021

State #	Dept #	Department	Budget FY 2022	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		General Fund Revenue	32,210,013		94,237	32,304,250	3,639,665	0	28,664,585	11%
		Sewer Fund Revenue	2,257,825		0	2,257,825	753,731	0	1,504,094	33%
		Water Fund Revenue	3,871,994		0	3,871,994	1,645,314	0	2,226,680	42%
Total General, Sewer, Water Funds Revenue			38,339,832	0	94,237	38,434,069	6,038,709	0	32,395,360	16%
Other Funds										
State #	Dept #	Department	Budget FY 2022	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
04	5060	Library	1,182,077	0	0	1,182,077	418,035	1,921	762,122	36%
05	5598	Land Use Change Tax Fund	0	0	0	0	0	0	0	100%
06	5586	Conservation Commission	52,753	12,830	0	65,583	31,912	4,480	29,191	55%
14	5630	Police Forfeiture Fund	0	0	0	0	607	0	(607)	0%
35	5845	Senior Activities Revolving Fund	0	51,244	0	51,244	3,385	51,244	(3,385)	107%
45	5045	Community TV Revolving Fund	0	4,954	0	4,954	123,722	954	(119,722)	100%
50	5750	EMS Revolving Fund	422,997	0	0	422,997	36,426	199,205	187,366	56%
		Other Funds	1,657,827	69,028	0	1,726,855	614,086	257,803	854,966	50%
State #	Dept #	(ARPA) Department	Budget FY 2022	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
44	7200	Flagstone Drainage Infrast	0	0	0	300,000	0	218	299,782	0%
44	7201	Lowell Rd Bridge/Rd Infrast	0	0	0	700,000	0	218	699,782	0%
			0	0	0	1,000,000	0	435	999,565	0%
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		Senior Activities Revolving Fund	0			0	8,864		(8,864)	0%
		Community TV Revolving Fund	0			0	153,213		(153,213)	0%
		EMS Revolving Fund	423,322			423,322	150,379		272,943	0%
Total Expenditures All Funds			37,841,959	2,615,050	264,849	40,721,858	15,843,400	5,734,745	19,143,712	53%

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Month End Revenue
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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
General Fund						
01-0000-4913-000-000	Transfer from Land Use Change Fund	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	Library Revenue	9,675.00	0.00	0.00	9,675.00	0.000
01-3110-4100-000-000	General Property Taxes	21,316,634.00	0.00	0.00	21,316,634.00	0.000
01-3110-4101-000-000	Overlay	-185,000.00	0.00	-8,902.27	-176,097.73	4.812
01-3185-4120-000-000	Yield Taxes and Interest	10,600.00	0.00	12,505.66	-1,905.66	117.978
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	0.00	0.00	3,000.00	0.000
01-3189-4127-000-000	Boat Tax	7,000.00	39.44	1,179.08	5,820.92	16.844
01-3190-4203-000-000	Charges on Property Taxes	5,000.00	256.49	1,405.38	3,594.62	28.108
01-3190-4204-000-000	Interest on Property Taxes	160,000.00	8,192.38	26,907.20	133,092.80	16.817
01-3220-4201-000-000	Motor Vehicle Permits	5,420,000.00	429,947.00	2,307,680.00	3,112,320.00	42.577
01-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	900.00	5,000.00	10,000.00	33.333
01-3230-4218-000-000	Building Permits	275,000.00	18,388.95	91,301.60	183,698.40	33.201
01-3230-4381-000-000	Septic Inspection Fees	6,000.00	600.00	2,200.00	3,800.00	36.667
01-3290-4209-000-000	Excavation Permits	5,000.00	0.00	3,600.00	1,400.00	72.000
01-3290-4214-000-000	Driveway Permits	2,000.00	250.00	1,500.00	500.00	75.000
01-3290-4217-000-000	Health Permits	0.00	0.00	80.00	-80.00	0.000
01-3290-4221-000-000	Pistol Permits	2,500.00	100.00	564.00	1,936.00	22.560
01-3290-4233-000-000	Oil Burner/Kerosene Permits	0.00	0.00	0.00	0.00	0.000
01-3290-4238-000-000	Police Alarm Permit	2,800.00	135.00	860.00	1,940.00	30.714
01-3290-4239-000-000	Fire - Place of Assembly	2,000.00	160.00	850.00	1,150.00	42.500
01-3290-4254-000-000	Fire Alarm Permits	1,500.00	412.00	1,780.00	-280.00	118.667
01-3290-4312-000-000	Zoning Application Fees	3,000.00	1,695.42	3,433.71	-433.71	114.457
01-3290-4313-000-000	Planning Board Fees	120,000.00	1,516.05	51,134.54	68,865.46	42.612
01-3290-4315-000-000	Sewer Service Permit	3,000.00	225.00	1,875.00	1,125.00	62.500
01-3290-4321-000-000	UCC Filings	7,000.00	2,070.00	4,095.00	2,905.00	58.500
01-3290-4322-000-000	Vital Statistics	10,000.00	1,474.00	8,054.00	1,946.00	80.540
01-3290-4323-000-000	Police Fines, Forfeit, Court	0.00	0.00	456.25	-456.25	0.000
01-3290-4325-000-000	Animal Control Fines/Fees	10,000.00	81.00	11,121.46	-1,121.46	111.215
01-3290-4326-000-000	Notary Fees	100.00	0.00	0.00	100.00	0.000

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01-3290-4327-000-000	Parking Violation Fees	2,000.00	0.00	0.00	2,000.00	0.000
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	9,685.00	26,772.87	-11,772.87	178.486
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	0.00	150.00	950.00	13.636
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	39.00	93.75	1,406.25	6.250
01-3290-4347-000-000	Bad Check Fees	2,500.00	140.00	741.58	1,758.42	29.663
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	400.00	1,900.00	8,100.00	19.000
01-3290-4421-000-000	Marriage Licenses	4,000.00	-366.00	-195.00	4,195.00	-4.875
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	100.00	100.00	900.00	10.000
01-3290-4427-000-000	Articles of Agreement	0.00	0.00	0.00	0.00	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	0.00	0.00	0.000
01-3290-4450-000-000	Animal Control Licenses	18,000.00	152.00	4,162.00	13,838.00	23.122
01-3290-4451-000-000	Drain Layers License	1,000.00	250.00	500.00	500.00	50.000
01-3351-4840-000-000	Shared Revenue - Municipal Aid	0.00	0.00	0.00	0.00	0.000
01-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	1,491,333.00	0.00	0.00	1,491,333.00	0.000
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	537,274.00	161,182.16	322,364.32	214,909.68	60.000
01-3359-4656-000-000	Grants - Police	26,000.00	5,275.62	21,874.06	4,125.94	84.131
01-3359-4657-000-000	Grants - Fire	603,584.47	13,120.69	204,188.26	399,396.21	33.829
01-3359-4659-000-000	Grants - Other	10,000.00	7,815.00	33,389.76	-23,389.76	333.898
01-3359-4660-000-000	Grants - Pandemic	23,955.00	0.00	57,231.92	-33,276.92	238.914
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	739.00	3,399.00	3,601.00	48.557
01-3401-4342-000-000	Sale of Checklists	500.00	0.00	25.00	475.00	5.000
01-3401-4708-000-000	Welfare Reimbursement	1,000.00	29.66	148.26	851.74	14.826
01-3401-4716-000-000	Cash Over/Short	0.00	29.87	29.87	-29.87	0.000
01-3401-4720-000-000	Police Outside Detail	150,000.00	14,356.92	77,262.45	72,737.55	51.508
01-3401-4729-000-000	Contracted Services - Litchfield	30,000.00	0.00	8,246.41	21,753.59	27.488
01-3401-4730-000-000	Ambulance Billings	422,000.00	52,778.12	163,946.53	258,053.47	38.850
01-3401-4731-000-000	Charges on Ambulance Receivables	-22,000.00	-15,195.57	-21,813.93	-186.07	99.154

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01-3401-4732-000-000	Fire Incident Reports	500.00	75.00	277.00	223.00	55.400
01-3401-4745-000-000	Cable Franchise Fees	77,000.00	19,388.24	38,303.27	38,696.73	49.745
01-3401-4746-000-000	Police Testing and Application Fees	0.00	0.00	0.00	0.00	0.000
01-3401-4748-000-000	Insurance Reimbursement	90,000.00	0.00	325.00	89,675.00	0.361
01-3401-4756-000-000	Misc Rev - Police	500.00	0.00	1,910.70	-1,410.70	382.140
01-3401-4757-000-000	Misc Rev - Fire	500.00	0.00	145.00	355.00	29.000
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	1,418.55	1,852.30	-1,352.30	370.460
01-3401-4761-000-000	Rec Rev - Basketball	38,720.00	515.00	515.00	38,205.00	1.330
01-3401-4762-000-000	Rec Rev - Supervised Play	141,825.00	0.00	0.00	141,825.00	0.000
01-3401-4764-000-000	Rec Rev - Soccer	20,000.00	0.00	-475.00	20,475.00	-2.375
01-3401-4765-000-000	Rec Rev - Tennis	4,950.00	0.00	-225.00	5,175.00	-4.545
01-3401-4766-000-000	Rec Rev - Teen Dances	4,400.00	0.00	0.00	4,400.00	0.000
01-3401-4767-000-000	Rec Rev - Adult Softball	8,840.00	0.00	1,000.00	7,840.00	11.312
01-3401-4768-000-000	Rec Rev - Lacrosse	7,500.00	0.00	0.00	7,500.00	0.000
01-3401-4769-000-000	Rec Rev - Community Activities	11,000.00	0.00	0.00	11,000.00	0.000
01-3501-4704-000-000	Sale of Town Property	55,000.00	0.00	42,905.08	12,094.92	78.009
01-3502-4702-000-000	Bank Charges	-10,000.00	-837.29	-3,624.49	-6,375.51	36.245
01-3502-4703-000-000	Interest on Investments	20,000.00	174.83	1,013.24	18,986.76	5.066
01-3503-4373-000-000	Rents of Town Property	1,000.00	800.00	1,000.00	0.00	100.000
01-3508-4556-000-000	Donations - Police	6,093.55	0.00	5,295.00	798.55	86.895
01-3508-4557-000-000	Donations - Fire	5,050.00	0.00	5,050.00	0.00	100.000
01-3508-4558-000-000	Donations - Recreation	0.00	0.00	0.00	0.00	0.000
01-3508-4559-000-000	Donations - Other	500.00	0.00	1,200.00	-700.00	240.000
01-3914-4996-000-000	Voted from Surplus	0.00	0.00	0.00	0.00	0.000
01-3915-4922-000-000	From Capital Reserve Fund	549,000.00	0.00	0.00	549,000.00	0.000
01-3939-4999-000-000	Use of Fund Balance	600,000.00	0.00	0.00	600,000.00	0.000
Totals	General Fund	32,304,250.02	738,508.53	3,639,664.82	28,664,585.20	11.267

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Sewer Fund					
02-3190-4180-000-000	20,000.00	987.08	10,205.36	9,794.64	51.027
02-3190-4181-000-000	728.00	0.00	0.00	728.00	0.000
02-3401-4716-000-000	0.00	0.00	0.00	0.00	0.000
02-3403-4780-000-000	560,000.00	0.00	280,299.93	279,700.07	50.054
02-3403-4781-000-000	581,086.00	0.00	310,203.48	270,882.52	53.383
02-3409-4783-000-000	100.00	0.00	0.00	100.00	0.000
02-3500-4773-000-000	24,911.00	0.00	0.00	24,911.00	0.000
02-3500-4782-000-000	50,000.00	0.00	154,236.90	-104,236.90	308.474
02-3502-4702-000-000	-3,000.00	0.00	-1,215.00	-1,785.00	40.500
02-3508-4561-000-000	0.00	0.00	0.00	0.00	0.000
02-3509-4786-000-000	0.00	0.00	0.00	0.00	0.000
02-3915-4922-000-000	870,000.00	0.00	0.00	870,000.00	0.000
02-3939-4999-000-000	124,000.00	0.00	0.00	124,000.00	0.000
02-4915-4915-000-000	30,000.00	0.00	0.00	30,000.00	0.000
Totals	2,257,825.00	987.08	753,730.67	1,504,094.33	33.383

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Water Fund						
03-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	1,569.29	8,430.71	15.693
03-3290-4394-000-000	Backflow Testing Fees	25,000.00	0.00	3,895.00	21,105.00	15.580
03-3290-4395-000-000	Water Hookup Fee	25,000.00	1,805.00	13,555.00	11,445.00	54.220
03-3290-4396-000-000	Water Service Fees	12,000.00	3,230.00	5,750.38	6,249.62	47.920
03-3290-4397-000-000	Shutoff/Reconnect Fee	8,500.00	250.00	1,375.00	7,125.00	16.176
03-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	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	64,000.00	5,356.47	26,782.35	37,217.65	41.847
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	32,481.00	45,519.00	41.642
03-3402-4392-000-000	Public Fire Protection	224,000.00	19,097.94	95,489.70	128,510.30	42.629
03-3402-4790-000-000	Water Base Charges	960,000.00	81,033.06	405,369.60	554,630.40	42.226
03-3402-4791-000-000	Water Usage Charges	2,173,994.00	145,015.20	976,825.16	1,197,168.84	44.932
03-3402-4792-000-000	Fire Access Charges	204,000.00	16,584.67	82,923.35	121,076.65	40.649
03-3402-4799-000-000	Water Sales to Pennichuck	80,000.00	0.00	0.00	80,000.00	0.000
03-3502-4702-000-000	Bank Charges	-2,500.00	0.00	-1,677.03	-822.97	67.081
03-3509-4793-000-000	Other Income - Water	10,000.00	175.00	975.00	9,025.00	9.750
03-3915-4922-000-000	From Capital Reserve Fund	0.00	0.00	0.00	0.00	0.000
Totals	Water Fund	3,871,994.00	279,043.54	1,645,313.80	2,226,680.20	42.493

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sr Activities Revolving Fund						
35-3401-4735-000-000	Misc Rev - Senior Activities	0.00	1,502.00	5,204.00	-5,204.00	0.000
35-3401-4736-000-000	Membership Fees	0.00	320.00	3,660.00	-3,660.00	0.000
Totals	Sr Activities Revolving Fund	0.00	1,822.00	8,864.00	-8,864.00	0.000

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
	Community TV Revolving Fund					
45-3401-4745-000-000	Cable Franchise Fees	0.00	77,552.99	153,213.10	-153,213.10	0.000
Totals	Community TV Revolving Fund	0.00	77,552.99	153,213.10	-153,213.10	0.000

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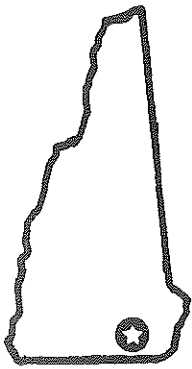
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
EMS Revolving Fund						
50-0000-4729-000-000	EMS - Contracted Services	15,000.00	0.00	8,246.42	6,753.58	54.976
50-0000-4730-000-000	EMS - 50% Ambulance Billings	430,322.00	39,278.13	150,446.55	279,875.45	34.961
50-0000-4731-000-000	EMS - 50% Charges on Amb Billings	-22,000.00	-1,695.56	-8,313.93	-13,686.07	37.791
Totals	EMS Revolving Fund	423,322.00	37,582.57	150,379.04	272,942.96	35.524

**TOWN OF HUDSON
AUTOMOBILE REGISTRATION BY MONTH
FISCAL YEARS 2017, 2018, 2019, 2020, 2021, 2022**

	<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>
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	\$571,111	\$3,285,953	\$6,119,060	\$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%	112.9%	60.6%	vs. Budget	112.9%
FY2022	\$433,575	\$488,988	\$450,479	\$504,693	\$429,947		\$2,307,681							\$0	\$2,307,681	\$5,420,000
vs. Budget	8.0%	17.0%	25.3%	34.6%	42.6%		42.6%							0.0%	vs. Budget	42.6%

**TOWN OF HUDSON
GENERAL FUND INTEREST BY MONTH
FISCAL YEARS 2017, 2018, 2019, 2020, 2021, 2022**

	<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>
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	\$142	\$1,365	\$17,417	\$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%	6.7%	0.5%	vs. Budget	6.7%
FY2022	\$147	\$147	\$195	\$350	\$175		\$1,013							\$0	\$1,013	\$20,000
vs. Budget	0.1%	0.1%	2.4%	4.2%	5.1%		5.1%							0.0%	vs. Budget	5.1%



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

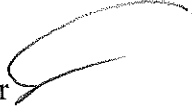
Agenda 12-14-21



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

9P

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: December 8, 2021

Re: Petition Zoning Articles

Attached please find three (3) Petition Zoning Articles that have been received by the Town. The Town Clerk/Tax Collector has verified that all three (3) articles have the required number of registered voter signatures. RSA 675:4 says that the petition(s) get submitted to the Board of Selectmen and the Selectmen submit them to the Planning Board for a public hearing and a vote either recommend or not recommend the articles. The following motion is appropriate:

Motion: To forward the Petition Zoning articles to Amend Town Code 334, to Amend Article III, General Provision 334-14 and Amend 276-11 to the Planning Board for a public hearing and a Planning Board vote to recommend or not recommend each article.

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

PETITION WARRANT ARTICLE

To: Town Clerk

From: Superintendent's Office

Date: 12-7-21

Re: Request for Signature Verification on Attached Petition

Title: Amend Town Code 334

Received: James Crowley 4 Fairway Dr
Name/Address
12-7-21 9AM
Date/Time

To: Superintendent's Office

From: Town Clerk's Office

Date: 12-7-21

Re: Signature Verification on subject Petition

Number of Verified Signatures: 75

Signed: [Signature]

Comments:

Received back from Town Clerk's office:

DEC 07 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

We, the undersigned, call upon the Selectmen of the Town of Hudson, New Hampshire, to include the following Warrant Article for our next town election during the month of March 2022:

"Amend Town Code 334, Attachment 1, Table of Permitted Principal Uses to remove from permitted use under Industrial (I), General (G), and General-1 (G-1) zones Wholesale, warehouse, self-storage mini-warehouse, or distribution facility effective immediately following passage of this warrant article."









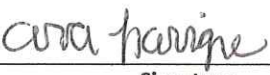




1	Name (Print)	Signature	Address where REGISTERED to VOTE
✓	Joanne Walsh	Joanne Walsh	2 Eagle Dr. Hudson N.H. 03051
✓	James A Crowley	James A Crowley	4 Fairway Dr. Hudson, NH
✓	LEONARD LEONE	Leonard Leone	19 Fairway Dr Hudson NH
✓	James Dobens	James Dobens	4 Eagle Dr. Hudson NH 03051
✓	Marie Dobens	Marie Dobens	4 Eagle Dr. Hudson NH 03051
✓	Ralph NEVIN	Ralph Nevin	3 Eagle Dr. Hudson, NH 03051
✓	Karen Nevin	Karen Nevin	3 Eagle Dr. Hudson, NH 03051
✓	Ron Landry	Ron Landry	16 Cottonwood Dr. Hudson N.H. 03051
✓	Linda Landry	Linda Landry	16 Cottonwood Dr. Hudson NH 03051
✓	Bob Costello	Bob Costello	17 Fairway Dr. Hudson NH 03051
✓	Colleen Vurgaropoulos	Colleen Vurgaropoulos	5 Muldoon Dr Hudson NH 03051
✓	Xenophon VURGAROPOULOS	Xenophon Vurgaropoulos	5 Muldoon Dr. Hudson NH 03051
✓	Greg Palmer	Greg Palmer	26 Chalifoux Rd

7/5

14	Name (Print)	Signature	Address where REGISTERED to VOTE
✓	Mary Palmer	Mary Palmer	26 Chas. Fox Rd Hudson NH.
✓	Judy Schibanoff	Judy Schibanoff	8 Birdie Ln Hudson NH 03051
✓	HARRY A. SCHIBANOFF	Harry A. Schibanoff	8 Birdie Hudson NH.
✓	William R. Marks	William R. Marks	6 Leonard Ave, Hudson, NH
✓	Denise Hulse	Denise Hulse	16 Hickory St, Hudson, NH
✓	JAMES M. HULSE	James M. Hulse	16 Hickory St, Hudson NH
✓	BARBARA KANAVAS	Barbara Kanavas	3 Loenst St, Hudson NH
✓	Joyce Brown	Joyce Brown	5 Hickory St
✓	Ronald E Brown	Ronald E Brown	5 Hickory St.
✓	Danielle Alto	Danielle Alto	11 Muldoon St Hudson
✓	Linda Bento	Linda Bento	7 Muldoon ST Hudson
✓	Jerome J Bento	Jerome J Bento	7 Muldoon ST HUDSON
✓	ROBERT L GOSSELIN	Robert L Gosselin	423 ELK RUN RD, HUDSON
✓	Eileen Gosselin	Eileen Gosselin	423 ELK Run Rd, Hudson
✓	MARY GORLEAN	Mary Gorlean	18 Parkway Dr Hudson
✓	William P. Cole	William P. Cole	12 Parkway Dr. Hudson NH
✓	Sandra Dubuc	Sandra Dubuc	11 Eagle Dr Hudson, NH
✓	John Dubuc	John Dubuc	11 Eagle Dr Hudson, NH

32	Name (Print)	Signature	Address where REGISTERED to VOTE
✓	Michael Alt	Michael Alt	11 Muldoon Dr Hudson NH 03051
✓	Jean Troup	Jean Troup	10 stable Rd Hudson NH
✓	Michael T Ruby	Michael T Ruby	7 Eagle Dr Hudson NH
✓	Forrest L. Ruby	Forrest L Ruby	7 Eagle Dr Hudson NH
✓	Rita Banatwala	Rita Banatwala	29 FAIRWAY DR HUDSON, NH
✓	MUSTANSIR BANATWALA	MUSTANSIR BANATWALA	29 FAIRWAY DR, HUDSON NH
✓	LYNN ASHWORTH	Lynn Ashworth	25 Fairway Dr Hudson, NH
✓	Susan Bates Gosselin	Susan Bates Gosselin	9 Fairway Dr Hudson NH
✓	David R Gosselin	David R Gosselin	9 Fairway Dr, Hudson NH
✓	Kathleen M. Martinek	Kathleen M. Martinek	4 Birdie Lane Hudson, N. H. 03051
✓	Steve J. Martinek	Steve J. Martinek	4 Birdie Lane Hudson NH 30351
✓	LINDA ZARZATIAN	Linda Zarzatian	4 Bruce St Hudson NH 03051
✓	CHARLES W. ASHWORTH	Charles Ashworth	25 FAIRWAY DR HUDSON, NH 03051
✓	Collette Deneault	Collette Deneault	22 Watson Rd. 03051
✓	DICK DENEALT	Dick Deneault	77 WESSON RD 03051
✓	Paul Crook	Paul Crook	18 FAIRWAY DR
✓	KERRIE HARRINGTON	Kerrie Harrington	48 ORCHARD PARK LANE 03051

49	Name (Print)	Signature	Address where REGISTERED to VOTE
✓	Steve Poirer	Steve Poirer	10 Travers St
50	Name (Print)	Signature	Address where REGISTERED to VOTE
✓	Paige Schaller	Paige Schaller	213 FoxHollow Dr

	Name (Print)	Signature	Address where REGISTERED to VOTE
✓	51 Christopher Dubuc		11 Eagle Dr Hudson, NH
✓	52 Kathleen Sokoli		11 Fairway Dr
✓	53 Patricia Reichard		23 Par Ln Hudson NH
✓	54 Steven Reichard		23 Par Ln Hudson NH
✓	55 Peter Marjales		11 Par Ln Hudson NH
✓	56 Lauren DiPilato		12 Eagle dr. Hudson NH
✓	57 Joe DiPilato		12 Eagle dr. Hudson NH
✓	58 Brad Heath		25 Par Lane Hudson NH
✓	59 Ava Lavigne		44 Ferry St. Hudson NH
✓	60 Daniel Sylvester		9 Eagle Dr Hudson NH
✓	61 Jane Sylvester		9 Eagle Dr Hudson
✓	62 NICK-ey Sylvester		10 Eagle Dr Hudson NH
✓	63 Prigun Moore		10 Eagle Dr. Hudson NH

64	Name (Print)	Signature	Address where REGISTERED to VOTE
✓	Diane Mulligan	Diane mulligan	5 Fairway Dr Hudson
✓	65 Christopher Mulligan	Christopher Mulligan	5 Fairway Dr Hudson NH
✓	66 Kristen Sullivan	Kristen Sullivan	15 Lorraine St. Hudson, NH
✓	67 Martla Marsch	Martla Marsch	3 Fairway Dr Hudson NH
✓	68 William H Marsch	William H Marsch	3 Fairway Dr Hudson NH
✓	69 KATHLEEN CROWLEY	Kathleen Crowley	4 Fairway Dr
✓	70 Allan H Achorn	Allan H Achorn	16 Fairway Dr
✓	71 Diane Achorn	Diane M Achorn	16 Fairway Dr
✓	72 Ruth Sessions	Ruth Sessions	68 Schaefer Circle
✓	73 Peter Sessions	Peter Sessions	68 Schaefer Circle
✓	74 Scott J. Wade	Scott J Wade	2 Fairway Dr Hudson, NH 03051
	75		
	76		

PETITION WARRANT ARTICLE

To: Town Clerk

From: Superintendent's Office

Date: 12-7-21

Re: Request for Signature Verification on Attached Petition

Title: Amend Article 111 General Provisions
334-14

Received: James Crowley 4 Fairway Dr
Name/Address
12-7-21 9AM
Date/Time

To: Superintendent's Office

From: Town Clerk's Office

Date: 12-7-21

Re: Signature Verification on subject Petition

Number of Verified Signatures: 76

Signed: [Signatures]

Comments:

Received back from Town Clerk's office:

DEC 07 2021

We, the undersigned, call upon the Selectmen of the Town of Hudson, New Hampshire, to include the following Warrant Article in our next town election during the month of March 2022.

TOWN OF HUDSON
SELECTMEN'S OFFICE

Amend Article III, General Provisions 334-14 "Building Height" to add Subsection B with the purpose to protect the character of residential neighborhoods from industrial development, as follows:

"334-14 B. Notwithstanding subsection A above, buildings that are between 38-feet and 50-feet in height shall be setback a minimum 400-feet from residential zones. This setback shall increase by 10-feet for buildings with a footprint of 100,000 square feet and additionally at a rate of 10 feet for every 100,000 feet thereafter. This is applicable at a fractional rate (ex: 190,000 square footprint imputes an additional 19 feet of setback)

Name (Print)	Signature	Address where REGISTERED to VOTE
✓ Joanne Walsh	<i>Joanne Walsh</i>	2 Eagle Dr. Hudson NH 03051
✓ James A Crowley	<i>James A Crowley</i>	4 Fairway Dr Hudson
✓ LEONARD LEONE	<i>Leonard Leone</i>	14 FAIRWAY DRIVE HUDSON NH
✓ James Dobens	<i>James M. Dobe</i>	4 EAGLE DR. HUDSON NH 03051
✓ Marie Dobens	<i>Marie Dobens</i>	4 Eagle Dr. Hudson NH 03051
✓ Karen Nevin	<i>Karen Nevin</i>	3 Eagle Dr. Hudson NH 03051
✓ ROLPH NEVIN	<i>Rolph Nevin</i>	3 EAGLE DR. HUDSON NH 03051
✓ Linda Landry	<i>Linda Landry</i>	16 Cottonwood Dr. Hudson NH 03051
✓ Rose Landry	<i>Rose Landry</i>	16 COTTONWOOD DR HUDSON NH 03051
✓ Bob Costello	<i>Bob Costello</i>	17 Fairway Dr Hudson NH 03051
✓ Colleen Vurgaropks	<i>Colleen Vurgaropks</i>	5 Muldoon Dr Hudson NH 03051
✓ Xenophon VURGAROPKS	<i>Xenophon Vurgaropks</i>	5 Muldoon Dr. Hudson NH 03051
✓ Grey Palmer	<i>Grey Palmer</i>	26 Chalfoux Rd
✓ Mary Palmer	<i>Mary Palmer</i>	26 Chalfoux Rd Hudson NH 03051

Name (Print)	Signature	Address where REGISTERED to VOTE
✓ Judy Schibano	Judy Schibano	8 Birdie Ln Hudson NH 03051
✓ HARRY A. SCHIBANO	Harry A. Schibano	8 BIRDIE HUDSON NH
✓ William R Marks	William R Marks	6 Leonard Ave, Hudson, NH
✓ Denise Hulse	Denise Hulse	16 Hickory St, Hudson, NH
✓ JAMES HULSE	James Hulse	16 Hickory St, Hudson NH
✓ Joyce Brown	Joyce Brown	5 Hickory St
✓ BARBARA KANAVOS	Barbara Kanavos	3 Locust St Hudson NH
✓ Ronald E Brown	Ronald E Brown	5 Hickory street
✓ Daniell Alto	Daniell Alto	11 Muldoon St Hudson
✓ Linda Bento	Linda Bento	7 Muldoon ST Hudson
✓ JEROME J BENTO	Jerome J Bento	7 MULDOON ST HUDSON
✓ ROBERT L GOSSELIN	Robert L Gosselin	423 ELK RUN RD, HUDSON
✓ Eileen Gosselin	Eileen Gosselin	423 ELK Run Rd. Hudson NH
✓ Mary Groleau	Mary Groleau	18 HAWKEYE DR Hudson -
✓ William P. Cole	William P. Cole	12 Hawkeye Dr, Hudson, NH
✓ Sandra Duboc	Sandra Duboc	11 Eagle Dr Hudson, NH
✓ John Duboc	John Duboc	11 Eagle Dr Hudson, NH
✓ Joan Troup	Joan Troup	10 Stable Rd Hudson NH
Name (Print)	Signature	Address where REGISTERED to VOTE

Name (Print)	Signature	Address where REGISTERED to VOTE
✓ Michael Alt	<i>Michael Alt</i>	11 Muldoon De Hudson NH 03051
✓ Michael T Ruby	<i>Michael Ruby</i>	7 Eagle Dr Hudson NH
✓ Forrest L Ruby	<i>Forrest Ruby</i>	7 Eagle Dr Hudson NH
✓ RITA BANATWALA	<i>Rita Banatwala</i>	29 FAIRWAY DR HUDSON, NH
✓ MUSTAFA IC BANATWALA	<i>Mustafa Banatwala</i>	29 FAIRWAY DR, HUDSON NH
✓ LYNN ASHWORTH	<i>Lynn Ashworth</i>	25 FAIRWAY Dr Hudson, NH
✓ KATHLEEN M. MARTINEK	<i>Kathleen M. Martinek</i>	4 Birdie Lane Hudson, N.H. 03051
✓ Steven J. Martinek	<i>Steven J. Martinek</i>	4 Birdie Lane Hudson NH 03051 03051
✓ Susan Bates Gosselin	<i>Susan Bates Gosselin</i>	9 Fairway Dr Hudson NH 03051
✓ David R Gosselin	<i>David R Gosselin</i>	9 Fairway Dr, Hudson NH 03051
✓ LINDA ZARZATIAN	<i>Linda Zarzatian</i>	4 Bruce St Hudson NH 03051
✓ CHARLES W. ASHWORTH	<i>Charles W. Ashworth</i>	25 FAIRWAY DR HUDSON NH 03051
✓ Collette Deneault	<i>Collette Deneault</i>	22 Wason Rd 03051
✓ Dick Deneault	<i>Dick Deneault</i>	22 Wason Rd 03051
✓ Kerrie Harrington	<i>Kerrie Harrington</i>	48 ORCHARD PARK LANE 03051
✓ Paul Crolean	<i>Paul Crolean</i>	18 FAIRWAY DR
✓ Steve Poirier	<i>Steve Poirier</i>	10 Travels St

Name (Print)	Signature	Address where REGISTERED to VOTE
✓ Paige Scheller	Paige Scheller	213 Fox Hollow Dr
✓ Christopher Dubue	Christopher Dubue	11 Eagle Dr, Hudson, NH
✓ Kathleen Sakati	Kathleen Sakati	11 Fairway Dr Hudson NH
✓ Peter Marciales	Peter Marciales	11 Park Lane Hudson NH
✓ Steven Rich	Steven Rich	23 Park Ln Hudson NH
✓ Patricia A Richard	Patricia A Richard	23 Park Ln Hudson NH
✓ Lauren DiPilato	Lauren DiPilato	12 Eagle dr. Hudson NH
✓ Joe DiPilato	Joe DiPilato	12 Eagle dr. Hudson NH
✓ Brad Heath	Brad Heath	25 Park Lane Hudson
✓ Ava Lavigne	Ava Lavigne	44 Ferry St, Hudson NH
✓ David Sylvester	David Sylvester	9 Eagle Dr Hudson NH
✓ Nicky Sylvester	Nicky Sylvester	10 Eagle Dr Hudson NH
✓ June Sylvester	June Sylvester	9 Eagle Dr Hudson NH
✓ Brian Moore	Brian Moore	10 Eagle Dr. Hudson NH
✓ Diane Mulligan	Diane Mulligan	5 Fairway Dr Hudson
✓ Christopher Mulligan	Christopher Mulligan	5 FAIRWAY DR Hudson NH
✓ Kristen Sullivan	Kristen Sullivan	15 Lorraine St. Hudson, NH
✓ Marthe Marsden	Marthe Marsden	3 Fairway Drive Hudson

Name (Print)	Signature	Address where REGISTERED to VOTE
✓ William H Marsch	<i>William H Marsch</i>	3 Fairway Dr., Hudson NH
✓ KATHLEEN CROWLEY	<i>Kathleen Crowley</i>	4 Fairway Dr
✓ Allan H. Achorn	<i>Allan H Achorn</i>	16 Fairway Dr.
✓ Diane Achorn	<i>Diane M. Achorn</i>	16 Fairway Dr
✓ RUTH SESSIONS	<i>Ruth Sessions</i>	68 Schaefer Circle
✓ Peter L Sessions	<i>Peter L Sessions</i>	68 Schaefer Circle
✓ Scott J. Wade	<i>Scott J Wade</i>	2 Fairway Dr Hudson NH 03051
✓ JASON CROWLEY	<i>Jason Crowley</i>	68 CAMPION ST HUDSON
✓ Michelle Crowley	<i>Michelle Crowley</i>	68 Lampron St Hudson
Name (Print)	Signature	Address where REGISTERED to VOTE
Name (Print)	Signature	Address where REGISTERED to VOTE
Name (Print)	Signature	Address where REGISTERED to VOTE
Name (Print)	Signature	Address where REGISTERED to VOTE
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Name (Print)	Signature	Address where REGISTERED to VOTE
Name (Print)	Signature	Address where REGISTERED to VOTE

PETITION WARRANT ARTICLE

To: Town Clerk

From: Superintendent's Office

Date: 12-7-21

Re: Request for Signature Verification on Attached Petition

Title: Amend 276-11.1B

Received: James Crowley 4 Fairway Dr
Name/Address
12-7-21 9Am
Date/Time

To: Superintendent's Office

From: Town Clerk's Office

Date: 12-7-21

Re: Signature Verification on subject Petition

Number of Verified Signatures: 76

Signed: [Signature]

Comments:

Received back from Town Clerk's office:

We, the undersigned, call upon the Selectmen of the Town of Hudson, New Hampshire, to include the following Warrant Article in our next town election during the month of March 2022:

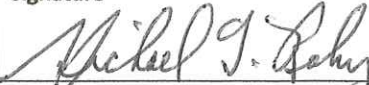
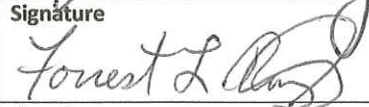


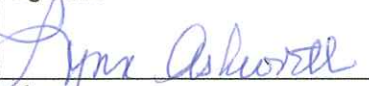
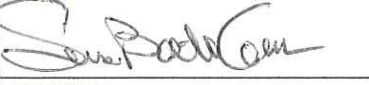

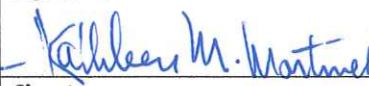

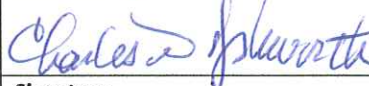



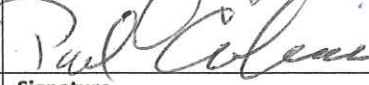

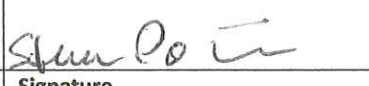

DEC 07 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

"Amend 276-11.1B(12)(a)-(c) to increase all building setback distances to four-hundred feet (400) when a proposed commercial or industrial use in zones (General (G) General -1 (G-1) abuts or is across a HIGHWAY from a residential use or zoning district. The four-hundred-foot distance (400) is from the residential property line to any improved part of the commercial development. This shall also include all zoning districts other than General (G) and General-1 (G-1) that abut a residential use or zoning district and any improved part of the nonresidential development."

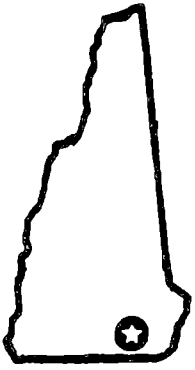
Name (Print)	Signature	Address where REGISTERED to VOTE
Joanne Walsh	<i>Joanne Walsh</i>	2 Eagle Dr. Hudson N.H.
James A Crowley	<i>James A Crowley</i>	4 Fairway Dr Hudson NH
LEONARD LEONE	<i>Leonard Leone</i>	19 FAIRWAY DRIVE HUDSON NH
James Dobens	<i>James Dobens</i>	4 EAGLE DR. HUDSON NH 03051
Marie Dobens	<i>Marie Dobens</i>	4 Eagle Dr. Hudson NH 03051
Ralph Navin	<i>Ralph Navin</i>	3 EAGLE DR HUDSON NH 03051
Karen Navin	<i>Karen Navin</i>	3 Eagle Dr. Hudson, NH 03051
Ron Landry	<i>Ron Landry</i>	16 COTTONWOOD DR HUDSON, NH 03051
Linda Landry	<i>Linda Landry</i>	16 Cottonwood Dr Hudson NH 03051
Bob Castello	<i>Bob Castello</i>	17 Fairway Dr Hudson NH 03051
Colleen Vurgaropoulos	<i>Colleen Vurgaropoulos</i>	5 Muldoon Dr Hudson NH 03051
Kevin Vurgaropoulos	<i>Kevin Vurgaropoulos</i>	5 Muldoon Dr. Hudson NH 03051
Greg Palmer	<i>Greg Palmer</i>	26 Chalifoux Rd NH 03051
Mary Palmer	<i>Mary Palmer</i>	26 Chalifoux Rd NH 03051
Judy Schibanoff	<i>Judy Schibanoff</i>	8 Birdie Ln Hudson 03051

Name (Print)	Signature	Address where REGISTERED to VOTE
Harry J. Tombari		8 Biederho Hudson NH 03051
William R. Marks		6 Leonard Ave, Hudson, NH
Denise Hulse		16 Hickory St, Hudson, NH
Denise James Hulse		16 Hickory St, Hudson NH
Joyce Brown		5 Hickory St
Babam Kanas		3 Locust St Hudson NH
Ronald E. Brown		5 Hickory Street
Danielle Alto		11 Muldoon St. Hudson
Linda Bento		7 Muldoon St
Jerome J Bento		7 Muldoon St Hudson
Robert L. Gosselin		423 Elk Run Rd, Hudson
Eileen Gosselin		423 Elk Run Rd Hudson, NH
Mary Grotan		18 Fairway Dr Hudson NH
William P. Cole		12 Fairway Dr, Hudson NH
Sandra Dubuc		11 Eagle Dr Hudson, NH
John Dubuc		11 Eagle Dr Hudson, NH
Jean Trapp		10 Stable Rd Hudson NH
Michael Alt		11 Muldoon Dr Hudson NH 03051

Name (Print)	Signature	Address where REGISTERED to VOTE
Michael T Ruby		7 Eagle Dr Hudson NH
Forrest L Ruby		7 Eagle Dr Hudson NH
RITA BANATWALA		29 FAIRWAY DR HUDSON, NH
MUSTAFA R BANATWALA		29 FAIRWAY DR, HUDSON NH
LYNN ASHWORTH		25 Fairway Dr Hudson
Susan Bates Gosselin		9 Fairway Dr Hudson
David R Gosselin		9 Fairway Dr, Hudson
Kathleen M. Martinek		4 Birdie Lane Hudson, N.H. 03051
Steven J. Martinek		4 Birdie Lane Hudson N.H. 03051
CHARLES W. ASHWORTH		25 FAIRWAY DR HUDSON, NH 03051
Collette Deneault		22 Wason Rd. 03051
Dick Deneault		22 Wason Rd 03051
LINDA ZARZATIAN		4 Bruce St Hudson NH 03051
Paul Groleau		19 Fairway Dr
Keerine Harrington		48 ORCHARD PARK LANE 03051
Steve Poirer		10 TRAVERS ST
Paige Schaller		213 Fox Hollow Dr

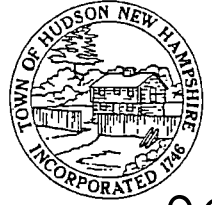
Name (Print)	Signature	Address where REGISTERED to VOTE
Steven Richer		23 Par Ln Hudson NH
Christopher Dubuc		11 Eagle Dr Hudson, NH
Kathleen Sakati		11 Fairway Dr
Patricia Reichard		23 Par Ln Hudson NH
Peter Marides		11 Par Lane Hudson NH
Lauren DiPilato		12 Eagle dr. Hudson NH
Joe DiPilato		12 Eagle dr. Hudson NH
Brad Heath		25 Parlone Hudson NH
Ava Lavigne		44 Ferry St. Hudson NH
Brian Moore		10 Eagle Drive Hudson NH
Nickey Sylvester		10 eagle Dr Hudson NH
June Sylvester		9 Eagle Dr Hudson
David Sylvester		9 Eagle Dr Hudson
Diane Mulligan		5 Fairway Dr Hudson
Christopher Mulligan		5 FAIRWAY DR Hudson
Kristen Sullivan		15 Lorraine St. Hudson
Martha Marsch		3 Fairway Dr Hudson

Name (Print)	Signature	Address where REGISTERED to VOTE
William H Marsch		3 Fairway Dr - Hudson NH
KATHLEEN CROWLEY		4 Fairway Dr,
Diane M. ACHORN		16 Fairway Dr
Allan H. Achorn		16 Fairway Dr
Ruth SESSIONS		68 Schaefer Circle
Peter L. Sessions		68 Schaefer Circle
Scott J. Wade		7 Fairway Dr Hudson NH 03051
JASON CROWLEY		6 B Lampron St Hudson
Michelle Crowley		6 B Lampron St Hudson
Name (Print)	Signature	Address where REGISTERED to VOTE
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Name (Print)	Signature	Address where REGISTERED to VOTE



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


Agenda
12-14-21



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

90

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: December 9, 2021

Re: Letter of Support – Independent Restaurant Coalition

Attached please find correspondence from Brian Buckley, the owner of Bensons Bakery and Café in Hudson. Mr. Buckley is asking the Board of Selectmen to endorse, sign and forward the attached letter to Congress. The letter is asking Congress to replenish the Restaurant Revitalization Fund with additional aid for the restaurant industry. Should the Board of Selectmen vote to endorse this letter to Congress, the following motion would be appropriate:

Motion: To endorse the letter to Congress requesting the replenishment of the Restaurant Revitalization Fund with addition aid for the restaurant industry and to authorize the Chairman of the Board of Selectmen to sign the letter.

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

Laffin, Jill

RECEIVED

From: Brian Lisa Buckley <blbuckley.bensons@gmail.com>
Sent: Thursday, December 9, 2021 6:36 AM
To: ~BoS
Subject: Please Read This Letter to Congress
Attachments: 20211130_IRC_MayorLetter.pdf

DEC 09 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Dear Selectmen, as a small family business owner in Hudson, NH, I am reaching out to you today to help sign and forward the attached letter and send to Congress. The letter is self explanatory and we would really appreciate your support!

Brian Buckley,
Owner
Bensons Bakery and Cafe
203 Central Street,
Hudson, NH 03051



December XX, 2021

The Honorable Mitch McConnell
Majority Leader
United States Senate
U.S. Capitol Building, Room S-230
Washington, DC 20510

The Honorable Chuck Schumer
Minority Leader
United States Senate
U.S. Capitol Building, Room S-221
Washington, DC 20510

The Honorable Nancy Pelosi
Speaker
United States House of Representatives
U.S. Capitol Building, Room H-232
Washington, DC 20515

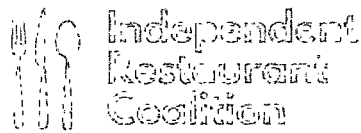
The Honorable Kevin McCarthy
Minority Leader
United States House of Representatives
U.S. Capitol Building, Room H-204
Washington, DC 20515

Dear Speaker Pelosi, Leader McConnell, Leader Schumer and Leader McCarthy;

Restaurants in big and small cities across the country are hurting, and if they do not receive help soon the impact on our local economies will be catastrophic. The sudden emergence of the Omicron variant is causing more strife for restaurants and bars in such peril that they might not survive the winter. Without Congress acting urgently to replenish the Restaurant Revitalization Fund (RRF) 86% of independent restaurants and bars that didn't receive grants risk permanently closing.

Failing to refill the RRF soon will cause widespread closures and deal another blow to our already fragile supply chains. Prices have already shot through the roof for basic products like beef (41%), grains (40%) and shortening and cooking oil (39.4%) — losing the restaurants these suppliers depend on would cause even more harm to this tenuous system.

Local independent restaurants and bars are vital to our economies. Restaurants and bars breathe life into our neighborhoods, provide unparalleled opportunities for career advancement and facilitate commerce between local suppliers. Now these small businesses, many that have served our communities for decades, are on the edge of shutting their doors forever. Over 100,000 restaurants and bars received vital protections



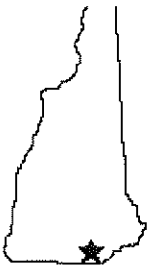
from the \$28.6 billion Restaurant Revitalization Fund included in the American Rescue Plan, but over 177,000 applicants were denied funding altogether. These businesses cannot compete with their peers that can pay down their debts, make repairs and hire workers at competitive rates — it is not fair for the government to pick winners and losers.

Restaurants and bars are months beyond struggling, they are dying in plain sight. They have 20 months of debt from missed rent, supplier and utility payments and are putting off repairs that needed to be addressed months ago. The cold weather has ended outdoor dining and now the omicron variant is reinvigorating fears in guests who are scared to eat indoors. These small businesses on the brink of financial ruin have to compete with their counterparts that can pay down their debts, pay competitive rates and take whatever extra measures necessary to keep their guests and staff safe. Congress cannot only fix a third of the problem the pandemic created — representatives need to ensure these small businesses have the relief they need to navigate the uncertain future and pay down their debt.

That's why we're writing to ask that you refill the RRF with additional aid for our industry. A broad, bipartisan majority of lawmakers support bills to get this done in both the House (H.R.3807 and H.R.4568) and the Senate (S.2091 and S.2675). To date, 295 representatives in the House and 51 Senators have signed on in support of refilling the RRF.

We have worked with these business owners to develop policies and grant programs — developing additional revenue streams to help these restaurants and bars stay afloat. Despite our efforts, over 90,000 restaurants have closed and the industry has lost over \$280 billion during the pandemic. Now time is up for the more than 177,000 restaurants and bars languishing in the SBA's application program. Restaurants serve our communities, employ families, and feed our economy. We need your help so they can continue serving our cities for years to come.

Respectfully,



TOWN OF HUDSON

Cable Utility Committee



Michael O'Keefe, Chairman

Robert Guessferd, Selectmen Liaison

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-578-3959 •

9R

To: Board of Selectmen

From: James S. McIntosh
Director of Community Media

Date: December 1, 2021

Re: HCTV Camera Operator Hire

I, James McIntosh, the Director of Community Media, am requesting that the Board of Selectmen consider amending the title of "Camera Operator" to "Videographer".
Along with said title change I would like to request considering a change in compensation for this position in order to reflect the changing dynamics of the growth of the use of this position as well as to encourage good applicants to put in for hiring for the position

Thank you for your consideration and support.

James McIntosh
Director of Community Media

Current:

Camera Operator- Part time special shift regular employee

The Camera Operator is responsible for operating equipment in a control room with enough proficiency to allow for a successful live broadcast of Government meetings. Training provided to accepted applicants. Applicants must be 16 years of age or older and able to work evenings as scheduled. Applicant must provide their own transportation to and from locations as needed. This position is part-time only. Pay is \$12.50/hour with a minimum of two hours paid per meeting.

November 2021

Videographer - Part time special shift regular employee

The HCTV part time special shift Videographer is responsible for:

- a) Responsible for the proper Care and Operation of all equipment in a control room with enough proficiency to allow for the successful live broadcast of Government Board and Committee meetings.
 - b) *The proper Care and Operation of portable video and audio equipment in such a manner as to allow recording and, if possible, live transmission of special events and meetings from remote locations. and
 - c) *Capable of working both solo part of a team in a safe and proficient manner
 - d) Must be 16 years of age or older and capable and able to work evenings and weekends as necessary and as scheduled and to do so at remote locations as well as at established and equipped meeting rooms.
-

Request to modify the Camera Operator position and compensation and replace with the Videographer position.

To compete with today's market for labor: Videographer - \$60 per meeting and a subsequent compensation rate of \$15/hr for each hour after the initial four hours for meetings that run longer than 4 hours