



TOWN OF HUDSON

Board of Selectmen



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

HUDSON, NH BOARD OF SELECTMEN

February 9, 2021

7:00 p.m.

Hudson Community Center
12 Lions Ave

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS, APPOINTMENTS AND RESIGNATIONS
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) Disabled Veteran Tax Credit: Map 177, Lot 005, and Sub 039 -16B Canterbury Court.
 - 2) All Veterans Tax Credit: Map 198, Lot 92 - 7 A Street.
 - 3) 2020 Property Tax Abatement: Map 168, Lot 4 - 7 Washington Drive
 - 4) 2020 Abatement Application: Map 147, Lot 25-1 - 11 Mansfield Drive
 - B. Water/Sewer Items - none
 - C. Licenses, Permits and Policies
 - 1) Hawker/Peddler/Itinerant Vendor - The Blushing Rose
 - 2) Hawker/Peddler/Itinerant Vendor Permit - Jimmy's Catering

D. Donations - none

E. Acceptance of Minutes

Minutes of January 12, 2021

F. Calendar

2/10	7:00	Planning Board - Hudson Community Center
2/15		TOWN HALL CLOSED - Presidents Day
2/17	6:00	Library Trustees - Hills Memorial Library
2/17	7:00	Planning Board - Hudson Community Center
2/22	7:00	Candidates Night - Hudson Community Center
2/23	7:00	Board of Selectmen - Hudson Community Center

7. OLD BUSINESS

None

8. NEW BUSINESS

- A. Public Hearing - Hudson Speedway Additional Race Days
- B. Public Hearing - Acceptance of the 2021 Exotic Aquatic Plant Control Grant from NHDES
- C. Contract Approval for DASH and Herbicide Treatment for removal of milfoil at Ottarnic Pond and Robinson Pond
- D. Friars Drive Water Main Extension Phase 2
- E. January 2021 Revenues and Expenditures

9. REMARKS BY SCHOOL BOARD

10. REMARKS BY TOWN ADMINISTRATOR

11. OTHER BUSINESS/REMARKS BY THE SELECTMEN

12. NONPUBLIC SESSION

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

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

13. ADJOURNMENT

Reminder ... Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on February 18, 2021.



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



*Agenda
2-9-21*

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

6A-1

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: February 9, 2021

FROM: Jim Michaud, Chief Assessor

RECEIVED

FEB 04 2021

TOWN OF HUDSON
SELECTMENS OFFICE

RE: Disabled Veteran Tax Credit:

16B Canterbury Ct. – map 177/ lot 005/ sub 039

I recommend the Board of Selectmen sign the PA-29 form 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.

Andrea Thompson - 16B Canterbury Ct. – map 177/ lot 005/ sub 039

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



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



*Agenda
2-09-21*

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

6A-2

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: February 9, 2021

FROM: Jim Michaud, Chief Assessor

RE: All Veterans Tax Credit:

7 A St – map 198/ lot 032

RECEIVED
FEB 04 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE

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

Brian Lynch - 7 A St – map 198/ lot 032

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



TOWN OF HUDSON

Office of the Chief Assessor

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

RECEIVED

FEB 04 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE




Agenda
2-9-21

6A-3

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-64810

To: Board of Selectmen
Steve Malizia, Town Administrator

February 9, 2021

From: Jim Michaud, Chief Assessor 

Re: 2020 property tax abatement - Pro-rated Assessment for Damaged Buildings
Map 168 Lot 34 - 7 Washington Drive

The property above suffered an unintended fire on 8/25/2020 that caused the property to be uninhabitable. A state law, RSA 76:21 as attached, mandates that as long as an applicant has filed their abatement application within 60 days of the fire event, and that the fire caused the property to be unoccupied, and that the fire was unintended, that the property owner is eligible for a pro-ration of property taxes (attributable to the building only) for that tax year. The property owner, and property, meet all of the above criteria, the proration goes from 8/25/2020 through 3/31/21, the end of the property tax year for 2020. The property is being demolished and will not be able to be occupied prior to March 31, 2021. The attached abatement form tallies up the prorated property tax amount, for the building only, to be abated as per state law.

Motion: To approve an abatement for prorated 2020 property taxes for Map 168 Lot 34 as per the attached abatement form, as recommended by the Chief Assessor.

7WashingtonDrProratedAbate

TITLE V TAXATION

CHAPTER 76 APPORTIONMENT, ASSESSMENT AND ABATEMENT OF TAXES

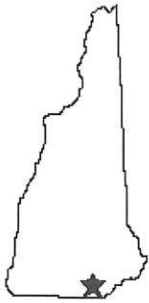
Prorated Assessments for Damaged Buildings

Section 76:21

76:21 Prorated Assessments for Damaged Buildings. –

- I. Whenever a taxable building is damaged due to unintended fire or natural disaster to the extent that it renders the building not able to be used for its intended use, the assessing officials shall prorate the assessment for the building for the current tax year. For purposes of this paragraph, an unintended fire means a fire which does not arise out of any act committed by or at the direction of the property owner with the intent to cause a loss.
- II. The proration of the building assessment shall be based on the number of days that the building was available for its intended use divided by the number of days in the tax year, multiplied by the building assessment.
- III. A person aggrieved of a property tax for a building damaged as provided in paragraph I shall file an application with the assessing officials in writing within 60 days of the event described in paragraph I or by March 1, whichever is later.
- IV. Proration of the assessment shall be denied if the assessing officials determine that the applicant did not meet the requirements of this section or acted in bad faith.
- V. The total tax reduction from proration under this section for any city or town shall be limited to an amount equal to 1/2 of one percent of the total property taxes committed in the tax year. If the assessing officials determine that it is likely that this limit will be reached, the proration shall not be applied to any additional properties.
- VI. Nothing in this section shall limit the ability of the assessing officials to abate taxes for good cause shown pursuant to RSA 76:16.
- VII. Appeals of a decision under this section shall be to the board of tax and land appeals or the superior court as set forth in RSA 76:16-a or RSA 76:17.

Source. 2012, 169:2, eff. April 1, 2013. 2018, 282:8, eff. Jan. 1, 2019.



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



Agenda
2-4-21

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

6A-4

TO: Board of Selectmen
Steve Malizia, Town Administrator

February 3, 2021

FROM: Jim Michaud, Chief Assessor

RECEIVED

FEB 04 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

RE: 2020 Abatement Application
Map 147 Lot 25-1 – 11 Mansfield Drive

I recommend that the Board of Selectmen approve an abatement sought on the above referenced property. The property consists of a vacant residential building lot, .809 AC in size, at the new subdivision on Mansfield Drive, this lot becoming a buildable lot once Mansfield Drive was built and extended. The property owner has submitted their abatement application and the department subsequently followed up with the owner. The merits are such that the high water table at Mansfield Drive subdivision necessitated a significant degree of fill to construct the roadway, and construct foundations on the lots, to get above the water table there in order to build. This vacant site has those similar topology site issues, it is reasonable to assume that the market would respond to these site issues by discounting the market value to be paid for the site.

I recommend that the BOS approve an abatement lowering the value from \$98,300 to \$79,300 in order to recognize some estimated market value impact for those issues cited above.

Motion:

Motion to approve an Abatement for property taxes for Map 147 Lot 25-1 as recommended by the Chief Assessor.

Cc: File 2020AbateApproval11MansfieldDr

RECEIVED

JAN 26 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

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

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

6C-1

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

1. Applicant Glen Smeltzer DOB 12/16/48
2. Applicant's Address 34 Beech Ridge Road, York, Maine 03909
Home Phone # 603-921-7257 Business Phone # 603 883. 9052
3. Goods sold in the Name of The Blushing Rose
Address & Phone # if different from Self 4 Sunapee St. Nashua NH 603.494.6322
4. Type of Vending Operation/Merchandise to be sold Flowers, Plants and other items sold by Blushing Rose
5. Description of Stand or Vehicle (include Make/Model) tables 2' x 2' x 8'
License # _____ Registration # _____
6. Date of Sales Friday, Saturday, Sunday or flower holidays
7. Proposed Location(s) of Sales (be specific) Hudson True Value Hardware, 114 Derry St. Hudson, NH. 03051
8. Approximate length of time at each Location _____

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

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

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

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

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

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

Name Glen Smeltzer Date _____

E-mail Address _____

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

State License (Date of expiration) 4 / 21 / 2021

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

Owner's Permission _____

Recommended

____ Not Recommended w/reasons _____

Erin Bult

Zoning Administrator

2-3-21

Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

____ Not Recommended w/reasons _____

William Curry
Chief of Police

2/3/21
Date

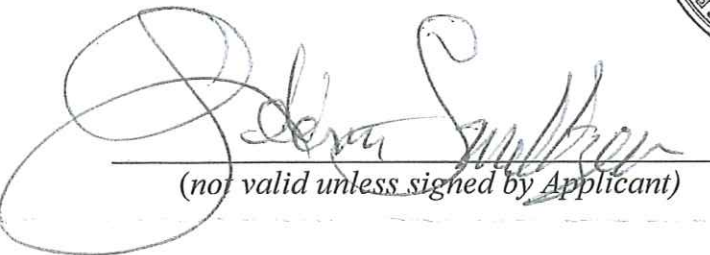
Hawker & Peddler State License
Department of State



RECEIVED

JAN 26 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE


(not valid unless signed by Applicant)

Date April 21, 2020

This certifies that in accordance with RSA Chapter 320

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

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

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

Color of Hair White Color of Eyes **Brown**

Distinguishing Characteristics **None**

License Number **2020/071**

This License Expires April 21, 2021



Deputy Secretary of State

This license may be laminated



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

January 27th, 2021

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

To Whom It May Concern,

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

Sincerely,

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

RECEIVED

FEB 03 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

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

6C-2

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

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

1. Applicant James Kubit DOB 08/28/53
2. Applicant's Address 5 Christopher Lane Pelham 03076
Home Phone # _____ Business Phone # 603-548-0825
3. Goods sold in the Name of Jimmy's Catering
Address & Phone # if different from Self _____
4. Type of Vending Operation/Merchandise to be sold hot/cold food
5. Description of Stand or Vehicle (include Make/Model) 2001 Grumman Olsen Van
License # 128-9846 Registration # 0652A0050758
6. Date of Sales year round
7. Proposed Location(s) of Sales (be specific) Hudson Industrial Park - Executive Dr., etc
8. Approximate length of time at each Location 5-10 min

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

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

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

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

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

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

Name Jim A. Kubit Date _____

E-mail Address Jimmy82853@msn.com

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

State License _____ (Date of expiration) 12 / 23 / 21

Health License (Date of expiration) 6 / 30 / 21

Owner's Permission _____

Recommended

Not Recommended w/reasons _____

Gene Burt

2-3-12

Zoning Administrator

Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

Not Recommended w/reasons _____

Chief of Police _____

Date _____

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

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

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

Owner's Permission _____

____ Recommended

____ Not Recommended w/reasons _____

Zoning Administrator

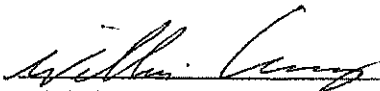
Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

✓
____ Recommended

____ Not Recommended w/reasons _____

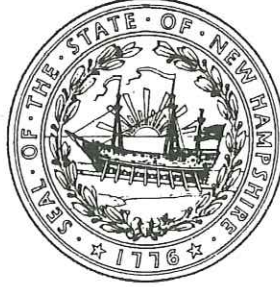


Chief of Police

2/3/21

Date

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



RECEIVED
JAN 06 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE



(not valid unless signed by Applicant)

Date December 23, 2020

This certifies that in accordance with RSA Chapter 320

James Kubit of 5 Christopher Lane, Pelham, NH 03076
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

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

Date of Birth 8/28/1953 Height 6'0" Weight 205

Color of Hair Gray Color of Eyes **Hazel**

Distinguishing Characteristics **None**

License Number **2020/233**

This License Expires December 23, 2021



Deputy Secretary of State

This license may be laminated



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

Food Service License

This certificate of license has been issued to

JAMES KUBIT

known as

JIMMY'S CATERING

located at

5 CHRISTOPHER LN in PELHAM in the state of NH

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

This license will be in force to June 30, 2021

Establishment Type **16D3 Cook Unit**
Seating **0**
Facility ID **FA0002026**

A handwritten signature in black ink that reads "Colleen M. Smith". The signature is written in a cursive style and is positioned above a horizontal line.

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

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

Weissgarber, Lorrie

From: James Kubit <jimmy82853@msn.com>
Sent: Wednesday, February 3, 2021 12:58 PM
To: Weissgarber, Lorrie
Subject: Re: Hawker License

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Hi lorrie, yes I give my permission to move forward. Thank you for your help. Regards, jimmy

On Feb 3, 2021, at 12:54 PM, Weissgarber, Lorrie <lweissgarber@hudsonnh.gov> wrote:

Hi Jim,

I found the application online and it is NOT a fillable form where you could fill out online and email it back to me.

You did mention everything is the same from last year for this year, 2021. I have attached a copy of an application where I went ahead and filled it out on your behalf.

If so, I will personally take it to the zoning and police departments for approval. This way I can have it on the agenda by tomorrow's deadline for the Board of Selectmen's meeting this coming Tuesday, February 9th.

Please look at it and let me know if I have your permission to go ahead and begin the process. This way you will be all set to go and only have to remit the \$100 yearly fee.

Thank you,

Lorrie Weissgarber

Administrative Aide

12 School Street

Hudson, NH 03051

(603) 816-1221 (*phone*)

(603) 589-6481 (*fax*)

<image001.png>

<Jimmy's Catering.pdf>

HUDSON, NH BOARD OF SELECTMEN

Minutes of the January 12, 2021 Meeting

1. CALL TO ORDER - by Chairman Morin the meeting of January 12, 2021 at 7:00 p.m. in the Buxton Meeting Room at Town Hall.
2. PLEDGE OF ALLEGIANCE led by Chairman Morin
3. ATTENDANCE

Board of Selectmen: David Morin, Kara Roy, Normand Martin, Roger Coutu, Marilyn McGrath participated remotely from her residence

Staff/Others: Town Administrator Steve Malizia; Bill Avery - Police Chief; Rob Buxton - Fire Chief; Elvis Dhima - Town Engineer; Lisa Nute - IT Director; Jess Forrence - DPW; Lisa Labrie - Finance Director; Jim McIntosh - Dir. of Community Media; Diana Lamothe - School Board Member; Paul Inderbitzen - Town Moderator; Jill Laffin - Executive Assistant

4. PUBLIC INPUT

Chairman Morin asked if there was anyone who would like to speak on anything the Board has control over at this time. A number of residents wished to speak. The Chairman reminded them that there is a five minute time limit for each person and they need to stick to the topics at hand tonight.

Kathleen Leary, 8 Par Lane, was the first to speak. Ms. Leary said, I've lived at 8 Par Lane for 32 years. I just wanted to raise a couple of questions on the application regarding the sewer extension at the current Green Meadow Golf Course. I was reading through the different letters in the packet and they are claiming that the use is essential and they're trying to make the distinction between the fact that a sewer versus septic would be a better way to handle septic waste on the property. The way I read the Town charter section what it is, is you do need to look at the actual use itself. That's the way the word is used in the section but it talks about public use, government use, and also whether for this exception, it has to be determined, this Board needs to determine if the proposed use, i.e.; the Hudson Logistics Center that's proposed, if that is an essential use to quote from the charter, if that's an essential use, essential for the public health, safety and welfare of the Town of Hudson. It's not really a question of whether septic versus sewer is the better way to go for a project of this size. The other thing, it's kind of interesting, in the cover sheet for this, we're talking about this project being commercial use. A lot of these meetings going on throughout the course, since last spring, it's been talked about industrial use, commercial use, so it's kind of interesting that we have a different, we have different characterizations as to what this particular property is. Even though I also looked briefly today at the letter from Jay Leonard regarding potential discussion in the past with the Friel family, be that as it may, the bottom line is when you're looking at your own Town charter the issue for tonight is whether the proposed use i.e. the Logistics Center, is essential for the public health, safety and welfare of the Town. NOT whether septic versus sewer is the better way to go for a project of this size. Thank you.

James Crowley, 4 Fairway Drive came up to speak. Mr. Crowley said, in Attorney Leonard's letter that stated, I and Green Meadow Golf Club fully expect at the time and currently that the remaining land owned by the Friel family would have dedicated access through the existing onsite sewer line extending north of Sagamore Bridge Road, subject to limitations of capacity and reasonable allocation. What I want the Board to consider is possible win-win compromise for all parties for the Board of Selectmen to consider concerning sewer capacity and this project. The Town of Hudson is continuously under pressure to build affordable workforce housing. The primary tenant for this project is Amazon who will pay \$15-\$18 dollars and hour wage and there will be an intense future demand for this type of housing in Hudson. This provides an opportunity for the Board of Selectmen to

encourage the intensity of industrial development, the Town can reasonably absorb, plus plan for the future total Hudson Logistic Center project impact on the Town's limited sewer capacity resource. If the current project design is all there to an onsite septic system located on the 375 acres, you don't find that much in this Town anymore, property, the Board of Selectmen can commit to Friel the requested capacity will be allocated to affordable work housing to honor the previous funding to the sewer collection system for site development capacity. This way an acceptable amount of density of industrial development can be considered for the parcel. It allows and encourages Hillwood and Amazon to develop in Hudson with minimum restrictions on the Town's sewer capacity. The Town can reserve and commit the requested sewer capacity for future housing that will help sustain and support the level of development Friel and Hillwood, can reasonably expect for this density of industrial development on the parcel. The Town gets the development and plans for future with no net loss to current sewer capacity that leverages the total reserve capacity for necessary expected future development. Thank you.

Selectman Coutu was recognized by the Chairman. Selectman Coutu asked Mr. Crowley, I want to make sure I understood what you said because if I heard, if I interpret what you said correctly, it's an interesting idea in the development of the project. Are you suggesting that Hillwood entertain the idea of affordable housing? That would be my first question. Mr. Crowley replied, what I'm saying is if you go on the internet right now you'll see where Amazon comes into a town. The wages they pay, you will not support a citizen trying to buy a house in this town. Therefore there would be a lot of pressure for the Board of Selectmen to accommodate affordable housing in the future. So why not plan for that now. You know that it has to be a dense structures that you put these people in. therefore they would probably require sewer capacity. Here you got 375 acres of land that you could put a septic system on. I've designed septic systems in the past. You don't need one big one. You can break them up into pieces, they know how to do pump stations. It's merely an engineering problem. So therefore why use 30,000 out of a 200,000 reserve capacity now when you know you're going to need it in the future for affordable housing. That's my gist. Selectman Coutu asked, isn't that under the assumption that the HLC project is approved? Mr. Crowley replied, I'd say they'd have to modify their current design, there's no doubt there, but there's only two primary tenants at this project right now. And they're both Amazon. Nobody knows what building C is. Matter of fact, we probably don't even know, other than this 30,000 gallons per day figure, what comprises that end building C. why not go for the known two buildings. There's still a lot of dispute how many employees are in those. But anyway, you allow that to be approved. You put an onsite septic system. You know you're going to need affordable housing in the future for these people to be able to work in Town. Matter of fact if they live here, work here, they pay property taxes, they work with our local businesses. They actually upgrade our economy. If you just hand off this 30,000 gallons per day now, you lose any ability to absorb this work housing in the future. Selectman Coutu then asked Mr. Crowley, so what you're recommending is that Hillwood not be granted the sewer allocation, that they build a septic system of the magnitude that would handle those three buildings. Mr. Crowley replied, well most likely they'll lose one building. I can't sugar coat that. That is a given. Selectman Coutu replied, and consider bringing in sewer capacity at a later date if they go with an affordable housing project. Mr. Crowley replied right. Mr. Crowley replied, right because this project will require affordable housing.

John Debuc, 11 Eagle Drive came forward to speak. Mr. Debuc stated, my family has resided at 11 Eagle Drive coming up on 19 years. I want to speak about the sewer connection. First is the request from Hillwood to connect their project to the Town sewer supply. The second is...sorry, can't talk about that tonight. Mr. Debuc went on to say, I understand there are two requests for sewer exemptions in your packet. The first is the sewer request for 112-114 Greeley Street, Hudson NH and the second is the Green Meadow Golf Club sewer allocation special request. The Greeley Street request is for residential use and I've sent letters to the Board, I'll talk about my statements afterwards. I would fully support the Greeley Street request as it's for residential use in line with any emails I've sent to the Town. I sent you all an email on June 1, 2020. In this email I stated, I visited Town Hall in 2002 and asked when I would ever receive sewer service at my home. I was informed that that would most likely never happen. I mention this again in emails on January 11, 2020, stating I would also add that there are many residents in Town who do not have access to sewer connection and these residents should be connected before any industrial use is ever considered and must be a separate project, not tied to any industrial or commercial use. Adding all of the homes in Town would surely add to our total usage, and adding any additional use now would prevent future expansion to

the residents, as Mr. Crowley had stated. The Green Meadow Golf Club sewer allocation special request is for an industrial warehouse which is also outside the sewer district. Our Town ordinance clearly states that exemptions may be granted; it does not say they must be granted. The exemptions for the following reason, I snipped this from the ordinance...for public facility use such as schools and other governmental uses, this development is not one of those. For community facilities such as hospitals and public utilities, this development is not one of those. For other residential, commercial or industrial use that in the opinion of the Board of Selectmen are essential for the public health, safety and welfare for the Town of Hudson. An Amazon facility is not essential for the public health, safety and welfare of the Town. I also wanted to address the developer's claims in their letter to the Board. They state good engineering practices, that is not a reason for an exemption, not using an onsite disposal system that Mr. Crowley spoke about and in that they mention sensitive wetland resources in the Merrimack River that were in my opinion, minimized as issues at last night's Conservation Committee meeting. So that's not a reason for an exemption either. They'll be using 36,900 gallons per day of our capacity. That's equivalent to the capacity that my neighborhood would use. I'll get to that in a minute. This is proposed to be a bulk-good facility as we were told. How does this, as they say, type of facility play a crucial public health and safety roll in the timely delivery of goods during COVID. We've been told this is not a facility that will be delivering small items to homes. This is not a reason for an exemption. In the tax revenue and jobs, as they stated, is essential to the public welfare of the Town. That is not a reason for an exemption. I spoke to a friend who is a sewer expert, spending over 25 years as a licensed sewer plant operator and I asked him about the average sewer use for homes. He informed me that the average user generates 100 gallons a day, so a home of four would be 400 gallons a day. The neighborhood that I live in, including Chalifoux Road, Muldoon Drive, Birdie Lane, Par Lane, Fairway Drive and Eagle Drive, would utilize about 40,000 a day of Hudson's existing 195,800 gallons leaving only a 155,000 gallons available, which would only allow for 389 additional homes to connect in the future. Between the Winslow Farm neighborhood and the Phil rick neighborhood to Dracut Road, there are close to 350 homes there. These two neighborhoods of tax paying residents would use most of the Hudson New Hampshire allocation if they were allowed to connect, but don't have the ability yet to connect. The additional capacity should be allocated to residents that do not have sewer yet. For the reasons I stated before, this development does not meet the requirements in our ordinance and their request should be denied. Thank you very much for your time.

Seeing no further public input the Chairman move on.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Appointments

Recreation Committee (alternate member position expiring 4/30/2022). Selectman Roy made a motion seconded by Selectman Coutu to appoint Cindy Holton as an alternate member of the Recreation Committee with a term to expire 4/30/22. A roll call vote was taken. Carried 5-0.

Planning Board (alternate member vacancy expiring 12/31/23). Selectman Coutu made a motion seconded by Selectman Roy to appoint Victor Oates as an alternate member of the Planning Board with a term to expire 12/31/23. A roll call vote was taken. Carried 5-0.

Nomination

Leo Fauvel sent in an application to which there was some confusion as to what he was applying for. This application was tabled to the January 26, 2021 meeting so that clarification can be made.

Chairman Morin went on to Consent Items and asked, does any Board member wish to remove any item for separate consideration on consent items? Selectman Coutu asked that consent item 6A-5 & item E be removed for separate consideration.

Selectman Coutu made a motion, seconded by Selectman Martin to approve consent items 6A 1, 2, 3, 4, B, C, D, & F as noted and appropriate. A roll call vote was taken. Carried 5-0.

Selectman Martin made a motion, seconded by Selectman Roy to approve consent items 6A-5 and item E as noted an appropriate. A roll call vote was taken. Carried 4-0 with Selectman Coutu abstaining.

6. CONSENT ITEMS

Assessing Items

- A. 1) Veterans Tax Credit: Map 184, Lot 27, Sub 15 - 39 Cobblestone Drive, Map 116, Lot 64- 54 Heritage Circle, Map 247, Lot 98 -3 Ireland St., Map 177, Lot 005, Sub 327-19A Clearview Circle, Map 138, Lot 44- 28 Sunland Drive, Map 178, Lot 018 - 89 Speare Road, Map 184, Lot 27, Sub 16 -41 Cobblestone Drive, Map 174, Lot 31, Sub 002 -47A Derry St, Map 199, Lot 187, Sub 20- 50 Overlook Circle
- 2) All Veterans Tax Credit: Map 142, Lot 30 -4 Redwood Drive, Map 150, Lot 015- 28 Barretts Hill Road
- 3) Disabled Veteran Tax Credit: Map 138, Lot 44- 28 Sunland Drive
- 4) Blind Exemption: Map 148, Lot 04, Sub 26- 9 Waubeeka Spring s Road
- 5) 2020 Abatement Applications: Map 174, Lot 18- 17 Tolles St., Map 198, Lot 130-2 -13B A St., Map 198, Lot 132-2- 3 ½ Belknap Terrace, Map 203, Lot 77- 16 Sycamore St., Map 182, Lot 35- 3 Fulton St., Map 234, Lot 43- 4 Davenport Rd., Map 175, Lot 34-3- 8 Village Lane

B. Water/Sewer Items - none

C. License, Permits, Policies

- 1) Hawker/Peddler/Itinerant Vendor's License - Spring Hill Catering
- 2) Raffle Permit - Hudson Fish & Game
- 3) Raffle Permit - The Bar
- 4) Dance Hall/Place of Assembly Permit - Lynn's 102 Tavern

D. Donations

- 1) \$120 to Recreation Department in Memory of Jay Mousseau

E. Acceptance of Minutes

- 1) Minutes of October 27, 2020
- 2) Minutes of November 5, 2020

E. Calendar

- | | | |
|------|------|--|
| 1/13 | 7:00 | Planning Board - Hudson Community Center |
| 1/19 | 7:00 | Budget Committee - Hudson Community Center |

1/21	3:00	Trustees of the Trust Funds - Hudson Community Center
1/26	7:00	Board of Selectmen - Hudson Community Center
1/27	7:00	Planning Board - Hudson Community Center
1/30	9:00	Town Deliberative Session - Hudson Community Center

7. OLD BUSINESS

A. Votes taken after nonpublic session December 29, 2020 meeting

Selectman Coutu made a motion, seconded by Selectman McGrath to hire Matthew Drolet as a full time technician at the Hudson Police Department with a starting salary of \$20.52(step one), per hours, in accordance with the Hudson Police Employee Association contract. Carried 5-0.

Votes taken after nonpublic session January 4, 2021 meeting

Selectman Coutu made a motion, seconded by Selectman Martin to appoint Roger Ordway as the interim Town Clerk/Tax Collector effective January 18, 2021 at Step One of the Town Clerk/Tax Collector salary scale. A roll call vote was taken. Carried 4-1 with Selectman Roy in opposition.

B. Hudson Speedway Operating License

Chairman Morin recognized the Town Administrator who said, I believe Ben Bosowski, owner/operator of the speedway came before this Board back in December. The Board directed that he come back with a modified schedule. Mr. Bosowski is looking for additional race dates, primarily Saturdays during the racing season. He also had some ideas about doing a driving for school for youth on Thursday. So Mr. Bosowski has given the Board an updated or amended schedule for the Board's consideration. I believe Mr. Bosowski is in the audience. He can certainly speak to what he's looking for. I would tell you that if the Board is inclined to grant Mr. Bosowski additional dates you need to change the Town Code because Town Code dictates that races are only Sunday and holidays. To change Town Code you need to have two public hearings. So just laying that out there for you. You can listen to Mr. Bosowski and decide if you think it's something you want to move forward or not.

Ben Bosowski, owner/operator of Hudson Speedway came forward. With Mr. Bosowski were two employees of Hudson Speedway, Mike Marshall and Dennis O'Neil. Mr. Bosowski started off by saying these are the two instructors that would be running the Hudson Heroes Driving School program. I brought them for more detail on the school. So I am here to see if I could possibly get a few Saturday races for the reason of a lot of the bigger touring division that are now seeing that Hudson Speedway is still alive and doing better than ever, they want to come and race. The only problem is Sunday's is too hard for them because they're traveling from all over the country to come race. Saturday event would be a better option for them and is more feasible for them to show up just cuz they have to travel back home on Sundays. Chairman Morin asked if there were any questions. Selectman Coutu was recognized and said, Mike thanks for coming. Ben, thank you. What I'd like to have from you is a brief overview of what takes place in the school. Mr. Marshall explained that the school would be held on Thursday afternoons. There would be classroom time, a snack/break time and then some track time, once the students get to that level. The goal is to get youth into racing. The biggest problem we're finding is that a lot of kids are wrapped up in video games. We're trying to get the kids to have an interest in cars and mechanical things tinkering and driving. We'd like to remove the competitiveness and focus on driving. Mr. Marchand and Mr. Bosowski outlined the driving school and how they'd run it. A lot of emphasis on safety. All the cars will have a full roll cage and racing seat with head and neck restraints and we'll teach them how to handle different situations on the track. Selectman Martin made a motion, seconded by Selectman Coutu to schedule two public hearings to discuss amending Town Code Chapter 264 to allow for racing on days other than Sundays and holidays. A roll call vote was taken. Carried 5-0.

C. Additional Polling Place

Chairman Morin recognized Town Administrator, Steve Malizia. Mr. Malizia said, I believe there was a discussion at your meeting in December regarding an additional polling place. It was requested that a warrant article be prepared for your consideration to add a warrant article for additional polling places to the warrant. As you can see on the second page there is the proposed language. Attorney Lefevere provided this language to us. If you so choose this would go on the warrant. One consequence of this is you would be required to have two polling places for every subsequent election be it Town Meeting, Primaries, Presidential elections. This is a consideration. Selectman Coutu asked, initially when we discussed having a secondary polling place it was my understanding that once we establish two polling places all elections must be conducted in the same manner. Mr. Malizia said that's correct. Selectman Coutu went on to say, this language says "continue to be such for successive State elections. The Town Administrator replied, when you read the State law State also applies to municipal. So they don't differentiate but it applies to State and Municipal elections. Selectman Coutu then said, so in this case the State Elections is a generic term? It means all elections? Mr. Malizia replied, yes sir. Selectman Coutu made a motion, seconded by Selectman McGrath to forward Warrant Article 18, for the Additional Polling Place, to the Warrant. A roll call vote was taken. Carried 5-0.

8. NEW BUSINESS

A. Public Hearing - Warrant Article I - Bond the Police Facility Expansion

Chairman Morin recognized Town Administrator, Steve Malizia. Mr. Malizia explained, as you're proposing to bond the renovations and expansion of the Hudson Police Station it's going to require a bond and State statute requires a bond hearing. Specifically on the bond, not on the project itself. It's actually on the bond for this project. We're required to have a public hearing. This hearing was noticed in the Telegraph, and media. In essence what you're looking at is a schedule for repayment of the bond. I believe it's a 20 year repayment. The first year is an interest only payment and subsequently after that there are principal payments which would at the height add .12 cents per thousand to the tax rate. Further down you'll look at the Town's equalized valuation of \$3.6 billion and our \$108 million dollar debt limit and we have outstanding debt of \$9.3 million so we're at .26% of the valuation. As far as debt goes we are well, well, well, under the capacity for the Town to borrow debt. We have \$98 million dollars of available debt limit per the State statute. I just wanted to point that out. In a nutshell you certainly have the capacity to pay for this bond.

Chairman Morin opened the public hearing at 7:44pm. Seeing no one in the audience to speak on this. The public hearing was closed at 7:44pm.

B. Public Hearing - Greeley Street Donation Acceptance

Chairman Morin recognized Town Administrator Steve Malizia. Mr. Malizia explained, at the last Board meeting, I believe the Board directed that this come forward. This is a \$30,000 donation.

Chairman Morin opened the public hearing at 7:45pm. Seeing no one in the audience to speak on this matter, the public hearing was closed at 7:45pm.

C. Request to Advertise Town Accountant Position

Chairman Morin recognized Finance Director, Lisa Labrie. Ms. Labrie explained I'm before you this evening to request to advertise the position of Town Accountant. She went on to explain that she and the Town Administrator went through and updated the job description. Selectman Coutu made a motion, seconded by Selectman Martin to post and advertise for the position of Town Accountant. A roll call vote was taken. Carried 5-0.

D. HCTV - Replacement Broadcast Vehicle

Chairman Morin recognized Jim McIntosh, Director of Community Media. Mr. McIntosh explained, I come before you asking to see if we can award the bid for a purchase of a replacement vehicle for Hudson Community Television broadcast vehicle we currently use. I think I've talked about it before. I came up to get permission to seek bids. We've narrowed it down to three companies which I think you all have the paperwork for the bids and stuff. My request was to be allowed to the one that's actually the lowest bidder only because of the fact that it's not just the lowest bidder but they're easier to work with. I've worked with them before. They produce massive amounts of broadcast vehicles. That's their full business. We do need a replacement vehicle. Currently we drive our own vehicles to different venues. This is an exception. Everything is all set up. Selectman Martin made a motion, seconded by Selectman Coutu to award the bid for a replacement Hudson Community Television Broadcast Vehicle to the low bidder, Gerling and Associates in the amount of \$157,100 with the funds to come from the Cable Utility Revolving Fund. A roll call vote was taken. Carried 5-0.

E. Town Deliberative Session

Chairman Morin recognized Town Moderator, Paul Inderbitzen and Fire Chief Rob Buxton. The Moderator started by saying, good evening. As you're aware this will be a little different from our usual deliberative session. Right now the plan is to use this building and as many seats as we can get in here. The Board will be up front with the Budget Committee. We'll fill in some more seats. The problem we'll face is if we get more than the maximum numbers of registered voters who want to participate. We have to have a backup. I met with the Chief and Mr. Malizia this morning and we discussed the options of having an overflow place. We're going to look into the options of having a heated tent. We just talked about it this morning so we have some work to do on that. The problem is if more registered voters want to attend than we can fit in the building with the distancing then we have to allow them that. One way we're going to do that is to also have remote access. Thursday we're going to test out the Go To Meeting where people can register if they wish to speak or make comments. They can register and log in like a zoom call. They can register and raise their hand. I'll have someone monitoring that. A lot of people watch the deliberative sessions and don't necessarily want to take part. The one hang-up but if they have a concern of COVID and do not want to be in a room with other people or they've tested positive or are waiting for a test, they can participate remotely. The only thing they won't be able to do if there are any motions to amend, which is the only voting we do at deliberative session, is to amend, they would not be able to vote remotely. That's not permitted by law. They must be present. If we have an overflow area they'd have to set that up with a camera and video so we could have those people participate. It's an open public meeting, anyone can attend but we would limit this room for registered voters. Selectman Martin was recognized and asked, where would the overflow area be? Mr. Inderbitzen said, we talked today. We typically don't get that many at a deliberative. The biggest ever, was a school meeting, and it was 85. I usually count between 60-70 and we can handle that in this room without too much trouble. There will be no food, no milling around everybody is going to be in their seats. That's mandatory. It was brought up today that what if we had a heated tent out here. Selectman Martin was recognized and asked, have we talked with the School to see if we can utilize Alvrine High School gym? The reason why I say that is they have a drop at Alvrine High School, if I'm correct, for HCTV to allow a camera. I'm not 100% sure but I'm sure I'll get confirmation after that. There was more discussion of how and where a tent could be set up at the Community Center. Mr. Inderbitzen, Chief Buxton and the Town Administrator

will work out a plan to get people checked into the Community Center and have the tent for overflow with remote access. The Moderator also explained that we would test out the Go To Webinar and advertise how people can access the remote join feature. Chief Buxton added, we obviously have some planning to continue to work on. Today was the first meeting to kick this off. We'll get the answers to that. The Chairman said, I have one question for you, there's some confusion on the State regulations whether we need a no mask room or not. Can you answer that? The Moderator said there's a state-wide mandate for masks in public buildings and the Selectmen have also mandated masks in Town buildings, isn't that correct? That's going to apply. That's going to be in my rule. You come in the building, if you don't want to wear a mask then you stay home and register to participate from home. I don't see it as a big problem. Chairman Morin said, that's no different than what we did during voting. That was the requirement during voting. Mr. Inderbitzen replied that's correct, the only thing with voting is the state law requires that we have an alternative for those who do not want to wear a mask and we do that out in the parking lot with an absentee. I am going to encourage people to vote absentee. It's not going to be the 5200 we had for the November election. But even if we did get 35% it's a good number, not undoable. The state has a proposed bill that has passed the senate but not passed the house yet to allow us to do preprocessing of absentee ballots. Which was a big help for the November election. Also to postpone our meeting if we needed to April, May, June or July. That's in that bill. That did pass unanimously the senate, but the house did not take it up because there were some questions. We're hoping they're going to deal with that real soon. The Moderator asked, what is the date that you must post the warrant? The Town Administrator replied, it's required to be posted on or before the 25th of January. The Moderator replied, okay so we have to have a decision, if we're gonna move it, someplace else because you set that in the warrant, the location. The Town Administrator said, so presumably you're going to fix the election here? Is that the consensus of the Board? The Board members replied yes. The Moderator said, right, it's up to the Board to set the location. So if we're going to make any changes I am meeting with the Superintendent and the IT staff on a zoom meeting tomorrow then we're going to test the remote thing on Thursday. So we'll have a little more information by the end of the week.

F. DPW - Outside Hire Snow Plowing Contract

Chairman Morin recognized DPW Director, Jess Forrence. Mr. Forrence said, a couple weeks ago the Board requested that Public Works go out and try securing some outside hire for the winter months in case COVID or something took over the Department. We spent the last three weeks going through other communities contracts, talking to them on the luck they've had securing anybody. Some people are pretty well off. Other people are still looking so we went through, designed something that I think would work for Hudson. We got some good questions from people we talked to, contractors in Town, landscape companies that Jay and Jim did a good job searching stuff out. But a lot of them said probably not this year. They're already tied up. But we do have some other possibilities that could make our lives a lot easier. The contract before you is quite extensive, it covers a lot but I feel that's what we need to not only keep the Town safe but keep DPW where it needs to be also. Selectman Coutu was recognized and he said, Mr. Forrence, we've had two or three people who had left the Hudson DPW to take jobs elsewhere that have stated upon their departure that if there was a need for you to call them. Would they be called first before you would call in an independent contractor? Mr. Forrence replied, dealing with the contractors, if they say yes to the Town, when Public Works drops iron, they want to drop iron. They don't want to be sitting at home or in a parking lot someplace as its snowing and we're not using them, they'd rather go someplace else. The three guys that we have secured in the other meeting, they would come in and drive our trucks but they will do that. Selectman Coutu thanked Mr. Forrence for his reply. Selectman Martin was recognized and asked, has this been vetted by the Town Attorney? Mr. Forrence replied yes it was. The Town Administrator added, I sent it on to Atty. Lefevre because I figured it would be important enough that he vetted it. He's given it his stamp of approval.

G. Kimball Hill & Route 111 Agreement with NHDOT

The Chairman recognized Mr. Forrence and also Elvis Dhima, Town Engineer. Mr. Dhima started saying, thank you Mr. Chairman. Good evening everyone. Happy New Year. Our first item for you tonight is Kimball Hill and 111 agreement with NHDOT. As you know in 2017 the Town invested over a quarter million dollars at that intersection updating safe left lane from Kimball Hill to 111 in addition to that we updated the equipment related to detection. We went from loops to a traffic camera. We've been involved with that intersection ever since. Keeping an eye on that intersection, taking traffic data, making the necessary modifications to do that. We have done that without an agreement with NHDOT simply because we haven't had a change to agree on the language that's being presented to you tonight. The contract in front of you tonight is exactly what the Town wanted. It's been reviewed by Town counsel as well, and allows us the ability to legally get in there and make the necessary adjustments that we need to. In addition to that it will allow us to have a say on the timing as well. Right now we just have eyes on detection and the visual but not on the timing of it. As we have said in the past we might not be able to prevent people from cutting through Hudson but we'd definitely have control of the flow, the rate they're coming in and leaving. With that said you have in front of you two motions. The first one is to approve the maintenance agreement as recommended by myself and the DPW Director. The second one was corridor expenditure related to updating or replacing the traffic controller with the one that meets our specs so we can have access to it from our main hub at the Town Hall or remote access. That item was in front of the Planning Board the other night. Unfortunately that did not go through. So I will have to go back to the Planning Board. So if the Board tonight decides to move forward with the expenditure, it will be pending Planning Board approval as well. With that said, I'll open up for any questions you might have.

Selectman Coutu was recognized and said, it did come before the Planning Board. I was one of the people who did not agree that this was necessary and there was a consensus. The consensus was a lot of us drive through that intersection and there's absolutely no problem. Its working well the traffic flow is better than it's ever been. I go to HCTV, I have to go through the intersection, I go up to the Police Department, I go to my son's house in Pelham, I go through the intersection. I seldom, I've never seen a problem since they made all the modifications and they redid that whole intersection. I think it's the best it ever worked. Spending \$12,000 to put a camera up there or whatever else they want to do is unnecessary from my perspective and that was the consensus of the Planning Board. So I'm not going to support it. Either the maintenance agreement nor spend \$12,000 to buy another camera that we really don't need at that intersection. Mr. Dhima responded saying, just a few clarifications; we're not buying another camera. We're replacing the controller that they have with controls that would meet our specs. One of the reasons the intersection is running very well is because we've been involved the whole time. Just because you don't see us out there does not mean it's not being taken care of. There was a lot of issues after the updates because DOT was not responding to that intersection. They just simply didn't have the staff. So our staff was going in, we were getting involved. So that is not the case. It's one of the reasons it does run well is because we are involved with it.

Selectman Martin was recognized and asked, are you purchasing a camera? No or yes? Mr. Dhima replied, no. the camera is already there. We have access to the camera through our fiber already. What we're trying to do is, if this goes through tonight. We're replacing the brain of that cabinet which is basically tweaking the timing for every single direction that it comes in. so that it allows us to make modifications to the timing if necessary just like we've done throughout the Town. It is a main intersection in Town. It would be wise, I guess, to make sure we have access to that if we need to because that controls a lot of flow coming in and out of Town during regular time and peak time as well. Selectman Martin then asked, so this whole time the Town has had a camera there, which you're controlling, and this is just like guts. Don't have to go into detail. Just yes or no. This is just guts to update everything to 2021. Mr. Dhima replied, yes. We have the camera, we have the fiber and we're replacing the timer portion of it. So everything that's already there is staying. That doesn't need replacement. We're just bringing another piece that matches our spec. then we'll be owning that. That's all. So we can incorporate it with our main hub. We have 14 intersections right now that we control through the same software and hardware so this would be 15th one matching everything else. The intent is to keep everything the same so it's easy for our staff and for us to make sure we can diagnose it, repair it and make the necessary adjustments that we need to. Selectman Martin

then asked, if this Board says yes and we have a consensus from our Planning Board that says no, what is our vote in the affirmative do? Force their hand? Mr. Malizia replied, I'd have to have the attorney answer that. Mr. Dhima said, you don't have to take action on the second item tonight if you don't feel comfortable. What I'll do is I'll go back to the Planning Board, see what they want to do and come back to the Board of Selectmen again for that piece. I was trying to save a trip but that's okay. Selectman Roy was recognized and asked, what is the effect of not entering into this agreement? If we just let the state handle it. Mr. Dhima replied, if we don't agree tonight to do this that is okay. But we'll have to not get involved anymore if there's an issue over there. So what happens is almost 99% of the time Mr. Forrence or myself or DPW or the Police Department will get a call that something is off and we make the necessary changes to make sure that that works. We might not be able to do that anymore if the Board's consensus tonight is saying not to move forward with it. We can't keep doing what we're doing without an agreement in place. Legally it's theirs. This is allowing us to get into it. Legally we need the means to go in and do exactly what we've been doing this whole time. It's been working okay but at some point they're responsible for it and we want to make sure we have an agreement in place to do what we've been doing and if not we just won't get involved anymore and we'll tell people in Town when they get stuck call DOT and when they get to it they get to it. Selectman Roy then said, my follow on question is we would be at the whim of the state for them to come fix any issues at that intersection? Okay.

Selectman McGrath was recognized and asked, what transpired before you were able to get into the mechanics of the lighting system? What type of problems was the Town facing? How did the state respond to it and if we don't do these upgrades are we going to go back to that same problem that we had prior to? Mr. Dhima replied, one of the issues at the beginning was, the camera itself, the original had an issues and was replaced within warranty. There were issues with the angle the sun came in with a glares so we were able to go in and make the necessary adjustments. The main person that used to contact me was actually the owner of Kimball Hill subs. But we also updated all our infrastructure for the traffic as well. So that's been part of one of those intersections that we shouldn't have to update but we've been updating it anyway. That's kind of what started it. It started with 2017 the main update of the intersection. Putting in the proper equipment and keeping an eye on what the traffic is out there every day. This will kind of close the loop. Give us access to the timer and the detection. Selectman McGrath just asked, what kind of complaints did you received prior to being able to get into the system. Mr. Dhima replied, massive backups. Chief Avery can probably speak to that as well. Massive backup and traffic wasn't moving because the detection wasn't working properly. You're talking about 20,000-25,000 vehicles a day. You need to get in very quick you can't sit an hour, two or three hours or you'd need PD there the whole time. Selectman McGrath then asked, did the Board of Selectmen receive a number of complaints about that intersection prior to you being able to go in and make modifications? Mr. Dhima replied, we did, and staff did. And we took the action to make sure everything was smooth. That's what we do. We take care of business when we get a complaint or issue.

Selectman Coutu was recognized and said, since the modifications have been made to that intersection, have you seen a myriad of backups at that intersection? Mr. Dhima replied, no things have been good. We do monitor them daily, weekly. We make the necessary update needed every time that we do ours. It is part of our system now. It doesn't need a lot of attention, to your point, right now, but we do keep an eye on it. Selectman Coutu then said but it doesn't need attention right now. Since the modifications were made to that intersection they problems that we were having were prior to that, correct? Mr. Dhima replied, most of them yes. Selectman Coutu went on to say, I can remember sitting there and waiting for that light considerable before the modifications were made to the intersection. Mr. Dhima agreed. Selectman Coutu went on to say the Planning Boards position was it works. The modifications is what made the difference. Adding the left lane to be able to get out and get on to 111 solved a lot of problem rather than having just one lane trying to do three things, right turn, straight turn, left turn. You recommended the left lane. It was gonna solve the problem it's working. And we're not having any problems. We have problems you know yourself that on any given day at any given time, like a week ago, it took me three changes of lights to get through Ferry and Library Street. Three changes! Because it was backed up with traffic. It was just one of those time periods where it all backed up I don't you to expect you to run out with a key in you hand to open up the box and change it for something that's gonna correct itself within a half an hour. Things happen you know yourself if a trains going across in Nashua it's gonna back everything up over the bridge.

It's happened before. It's less of a coincidence now but it does happen. That intersection is working properly and I don't see the need for us to get into a contract with the state and have them modify it because since that modification was made it works. I hate repeating myself but that's the case. Mr. Dhima replied, I will say that the reason that that intersection works and all the other intersections in Town work differently than most of the lights out there with the technology in different municipalities is it has constant care. It has constant access....Selectman Coutu interrupted saying apparently Mr. Dhima with all due respect, apparently all intersections are not working. Just this week alone I've received emails about Lowell Road down at.....Mr. Dhima said Birch and Lowell? Selectman Coutu answered, no not Birch ummm....down by Fox Hollow, the light there and the next one up which is the Pelham Road. People are complaining about those lights not being in sync and its' backing up traffic. I personally have not experienced that I still go up and down Lowell Road, I don't know what people are complaining about but I'm getting emails and people have made suggestions that we need to remove those lights because they're a mess. They're backing u the traffic on Lowell Road. That's not what backs up the traffic on Lowell Road. We're gonna have backup at peak times at all intersections. Mr. Dhima responded, I don't want to turn the discussion to something else but the bottom line is that the new technology allows us to get access directly to those without driving over then. It is desirable. We ae kind of doing half of it already. We are familiar with the technology. We kind of started this four years ago. If it doesn't happen it is okay either way. It's just recommended because we're kind of already doing it and again, I believe, we believe that we better serve the Town and the people in Town by having access to it because we take care of it better than they do. Or faster. That's all. Chairman Morin then spoke saying, first of all the lights do work because I live on one of the busiest streets in Town and I've seen a huge improvement. Huge. Used to be backed all the way to Central Street, now it gets to the Library Street School. So the lights are working. Olay. Chairman Morin then asked, what is the light span of this system? Mr. Dhima answered, they're typically good for ten years. As long as you update them, they don't get hit by lightning. Again, this contract also allows us to recoup some of the cost if there's anything significant because the state would be paying for anything over \$3,000 as long as we get the approval prior to that. The only reason that expenditure is there tonight is because we want to put our own equipment in there. There's nothing wrong with their equipment right now. But if our equipment gets damaged in the future they would basically replace it at their cost not ours. Chairman Morin said so basically when we started this program, fixing the lights on Lowell Road and the Bermuda Triangle as we call it, that was a direction the Town was going to start controlling every intersection in this Town with this type of system to make sure we could get a better flow of traffic because traffics not gonna get less it's gonna get more. And this was our way to improve that as best as we could at this point. Mr. Dhima agreed saying, correct. Chairman Morin went on to say and we are going to have control, this will be under our control. Mr. Dhima said correct. It would be us. There's language there that says as long as we both agree to make necessary changes to the timing as well, that would be the case as well. Chairman Morin then said okay I agree and disagree with Selectman Coutu in reference to the intersection of Kimball Hill and Central Street. Yes there is improvement but in the morning you still have the backup heading towards Windham and in the evening you have the backup coming down Kimball Hill Road up toward Benson Park and you have the backup sometimes back to Burnham Road. So the way these other lights have worked specifically on Library Street where the backups were wat we're talking about out there and the improvement, I'm all in favor of it. Mr. Dhima responded, to your point and to Selectman Coutu's point, being able to get access to the timing would allow us to see there is room for improvement there. There is a significant backup in the morning trying to come into Town and a significant backup in the afternoon trying to get out of Town. We can adjust that. I'm not very psyched about letting more traffic in the morning as I'd rather have them sit on 111 as they trickle through but in the PM maybe we can do something to try to get that traffic off Lowell Road, sorry, 111.

Selectman Roy then was recognized and said, I just want to sort of clarify the timeline. So did you take control of that intersection at the same time the modifications were made in that same time period? Mr. Dhima replied, we do not have control of that intersection right now. Selectman Roy said, whatever you do with it to make it work. You have some input into it. Mr. Dhima said if we get access and put in the cabinet for that we'll be able to see the timing that the state has and what they've been incorporating. The way it works with ours is when we make the switch from the old equipment to the new one, we'll be able to make adjustments to the timing to make sure that things flow right.

Selectman Roy then asked, so what do you do at that intersection now? I thought you said you had some....Mr. Dhima interjected saying nothing. We only have visual right now to what's happening to the intersection and we basically control the detection to make sure that when someone pulls over that's working. So someone is not sitting there indefinitely to wait for a green light. Selectman Roy said okay.

Selectman Coutu was recognized again and said, Selectman Roy, I heard what you heard. Since he's taken over controls down there it's been working well. Now he's saying he had no control. So I don't know what it is. I'm voting no. We're not even getting a straight story. Mr. Dhima then spoke up saying that is not what I said. We had control of the detection. Not the timing. Story's still the same. Selectman Martin was recognized and made a motion to approve the operation agreement with NHDOT for five years as recommended by the Town Engineer and the Public Works Director, and to authorize the Chairman to sign the agreement. Selectman McGrath seconded the motion. A roll call vote was taken. Carried 4-1 with Selectman Coutu in opposition.

Selectman Martin was recognized and said there's a second motion on this page. I would prefer to find out if the Planning Board is not willing to take a vote or they take a vote and say no we're not going to release the funds what is our vote going to do? I don't want to take this up at this point because we don't want to be push comes to shove and have to take it from somewhere else. The Chairman said do you want to do the motion and have it if they don't or you want to just table it for now? Selectman Martin said I would table it for now. Selectman Coutu was recognized and said Mr. Chairman, excuse me, I'm using these new headphones and I have to get them off when I'm speaking. Selectman Coutu went on to say, the Board of Selectmen is the agent authorized to expend funds. The Planning Board has no authority to expend funds and I think that was a legitimate question that was posed by the Planning Board to see where we were going to go with it and I think that we're not going to have a conflict. I think that if it's approved by the Board this evening I think that the Planning Board will respect the wishes of the Board of Selectmen. That's my opinion. Selectman Roy was recognized and said, Mr. Malizia could you just? Mr. Malizia replied, I was under the understanding that the Planning Board collects the funds and they would at least have to vote to release them. But if you're saying they'd (inaudible) to the Board then it's six of one half a dozen of the other. Selectman Coutu replied the statement that was made was let's see where the Board of Selectmen goes with it.

Selectman Martin was recognized and started to make a motion. Chairman Morin asked him to hold on one second. The Chairman then said, where this is debatable, Selectman McGrath, do you have any questions or comments. She did not. Selectman Martin made a motion, seconded by Selectman McGrath to waive the bid process and sole source this work to Electric Light, Inc. for the following reasons: 1) they have been and currently are our traffic light consultant and contractor. 2) They are currently the only company that provides expertise and equipment in such system platforms. 3) They currently provide support for such systems. A roll call vote was taken. Carried 4-1 with Selectman Coutu in opposition.

Selectman Martin made a motion, seconded by Selectman Roy to approve and proceed with Kimball Hill & Rt 111 intersection upgrade project using Corridor Account #2070-000-086, not to exceed \$12,322. A roll call vote was taken. Carried 4-1 with Selectman Coutu in opposition.

H. Taylor Falls and Veteran's Memorial Bridge Engineering Services & Municipality Agreement

Mr. Dhima was again recognized and he explained the next item in front of you tonight is something we've been talking about the past year. We went out to bid after teaming up with the City of Nashua. We got five bids. They varied from \$39,000 to \$140,000. City of Nashua and Town of Hudson budgeted \$200,000 for this project and we got way under that. This was a mixed bag as you can see. So City of Nashua individually did the rating based on the four line criteria. Cost of the proposal was

50% of that. Plans/Construction was 10%. Traffic plans related to the project was 10%. Guardrails, street lights and rehab of those are 10% and environmental permitting was 10%. Based on that rating Dubois and King scored the highest. Their bid was \$80,291. With that said the City of Nashua and Town of Hudson agreed to do a municipality agreement which you have in front of you tonight as well. I'm here to ask you to approve the contract for design services for Dubois and King which are below our budget and also approve the municipality agreement with the City of Nashua as well. I'll take any questions you might have. Selectman Coutu was recognized and said, Mr. Dhima, I don't understand how somebody can come in with a bid of \$39,500 and another at \$48,049 and we're going to award a bid for \$80,291 to the third, there are five bidders, they're the one in the middle. Now I know that this was rated. You just qualified the ratings, you said that the City of Nashua did the ratings. Mr. Dhima said, the City of Nashua and Town of Hudson. We did them individually, separately and we came up with the same thing basically. Selectman Coutu then asked okay so can you tell me what is it about Tek Engineering at \$39,000 and Dubois & King at \$80,000 what is the disparity that created Tek to be rated lower than, they come in out of the ratings fourth of five. Can you tell me what is the disparity there? Mr. Dhima replied absolutely. We have had the discussion in the past as well. When you buy goods its much different if you're buying a vehicle with certain specs. When you buy services, engineering services, it's a little different. When we put the bid out we had a mandatory pre-bid meeting where we went over things that we needed to get done. Part of that was plans related to the specs, things that they needed to do at a certain level for us. Everyone put a proposal together, Selectman Coutu, and what we got out of it was certain firms would not provide the level of service that we needed for the design, bridge and rehab. Some of them even didn't do any of those for example they did not touch on the lights that need work. The street lights, not the traffic lights. The guardrails associated with the sidewalk. Things of that sort. So what we did is we tried to look at what was the engineering company that was providing all of the services we're requiring for the best price and that is Dubois & King. So we're looking for services. We're not looking for goods. We're not buying goods we're buying services. So every proposal was a little different. What we got out of it was that people thought that they need to provide the level of service a little different than what was expected. What that means is that their design might not have been as much in-depth as we wanted it to. So someone could have done the design, redo the pavement, redo the deck, someone else did all those plus they were going to look at the lights and design the light foundations for us. Someone else said I'm going to look at the guardrail for you as well while I'm at it. Someone else said, not only am I gonna do the guardrail like that last person, I'm also going to look to see if we can fix the sidewalk that's currently right now missing some pieces. So when you add those up you're seeing someone for \$39,000 might be getting you a little bit of everything or just one good piece versus someone else that might be asking you for more money. It's covering everything including the environmental permitting that we don't have to deal with because this is over a river. That's what it accumulates to. You're requiring services. Selectman Coutu then said as you know I support whatever we can do to get these bridges fixed and we're in a cooperative agreement with the City of Nashua to accomplish that. So far, so good. I applaud you with getting them to at least enter into contract for this. If we can get this done hopefully we can do the construction together at the end. Now I understand, I want to make sure that there's clarity that the lower bidders did not meet specifications. They were going to be coming in for adjustments or looking for more money for this, more money for that. So I understand that. I just want to qualify why I would support someone who outbid somebody by twice the amount, more than twice the amount but if they didn't meet specifications they were going to have added costs later. Sometimes it gets more expensive. I understand that process.

Selectman Coutu went on to say, did we allocate or vote for the voters approved \$200,000 for this particular engineering study? Mr. Dhima replied we budgeted \$100,000 per municipality. That number came from our engineering firm that did the bridge evaluation in 2018. So here we are three years later, we carried a little extra of course and we were surprised as well. It is difficult for us engineers to look at mixed bags like this. I totally agree and I understand what you're saying. But we budgeted close to \$200,000 and we're way under. Selectman Coutu said, I know that the City of Nashua is going to reimburse us of \$40,000 I read that in a contract. So is this iron clad? \$82,091? Are they gonna be coming in saying oh we forgot this? They know what they're supposed to do. Now you talk about the sidewalk. The sidewalk is in ill-repair one side more than the other. Now you said something about maybe we're gonna try to get the sidewalks done? I mean we're gonna have been

Nashua and us an additional \$40,000. Mr. Dhima replied, we're going to look at a design to design the entire thing and cover everything that could be done about the bridge. The construction itself is the next phase because of the budgeting. Their budgeting cycle is different than ours. So we're doing the design. The intent here between the City of Nashua and Town of Hudson is to have a design ready so there is money coming from Washington for infrastructure, this is shovel ready. Selectman Coutu said the sidewalk will be included in that. Mr. Dhima said, absolutely, everything we wanted to make sure that if this was in the works that we can cover everything. Our main scope right now was take care of the deck. That's the main component of the bridge. The asphalt and the deck. But if we can take care of the lights, they're struggling. Everything's showing fatigue on both sides and the sidewalks and guard rails that have been damaged for years. Why not do it all at once? But the construction portion we're going to look into this coming year once we have the design. The intent is, in a perfect world, that we will have this on the shelf and money will be coming in from Washington and this will be a shovel ready project. Selectman Coutu asked, and this will be a two-phased project? The engineering design and after that its construction and we'll look to see if there's federal grants available and if president-elect Biden holds true to his word there should be a lot of money for infrastructure projects.

Selectman Roy made a motion, seconded by Selectman Martin to award the contract for the Town Bridge Street engineering services to DuBois & King Inc, in the amount of, not to exceed, \$80,291.00 from the 5585-225 (Engineering Services) account, as recommended by the Town Engineer. A roll call vote was taken. Carried 5-0.

Selectman Martin made a motion, seconded by Selectman Roy approve the municipality agreement between the City of Nashua and Town of Hudson, as recommended by the Town Engineer. A roll call vote was taken. Carried 5-0.

I. Water Main Extension Request - Friars Drive

Mr. Dhima, Town Engineer, was again recognized and said, as you probably all know and you've noticed driving down Lowell Road, there's an 81 apartment complex being built right now. That was approved by the Planning Board in 2019. Currently the front of that property which is about 12 acres, there's still about 66 acres in the back, the intent when that got approved was the owner of the parcel in the back was going to work with Dakota Partners to do a water line extension to connect Lowell Road to the Friary. That hasn't happened yet so Dakota Partners is moving forward with their water line extension which basically covers their portion of that. It's about 625 linear feet of 8" line and is going to provide domestic and fire protection. That includes a fire hydrant as well. The intent is to build it and eventually hand it over to the Town when the build the road as well, connecting Lowell Road to Friars and the Board of Selectmen will be taking ownership of that and becoming a Town asset when it's all done to spec. with that done I'll recommend this water line extension to the Board of Selectmen. Seeing no questions Selectman Martin made a motion, seconded by Selectman Coutu to approve and sign the proposed eight inch water line extension agreement for Friars Drive. A roll call vote was taken. Carried 5-0.

J. Sewer Allocation Special Request - Green Meadow Golf Club

Chairman Morin again recognized Elvis Dhima, Town Engineer. Mr. Dhima began by saying, thank you Mr. Chairman. As you are all aware there is currently a project going on at Green Meadow Golf Course undertaken by Hillwood. It's related to the Amazon project. The applicant has made a request to ask the Board of Selectmen for sewer allocation for this project because currently they are outside of the sewer district. There's two memos in front of you tonight in addition to mine, one of them is from Mr. Smollack representing the Hillwood and the other one is from the owner of the golf course.

The memo related to the golf course and the history related to the Planning Board was related to funding put into the sewer to increase it because intent back then was to connect this property to the sewer. They're not saying they're entitled to it. They're just simply proving some information from 1990. Somewhere between then and now a sewer district was implemented and most of that property is outside the sewer district but there's a small portion of this property that is currently within the sewer district. That portion also has a sewer main. So basically there's a sewer main running through this property at this time. With that said, Mr. Smollack, representing Hillwood, made a list of the reasons why the Board of Selectmen should consider this request and they're amount is 36,900 per day. The way we came up with that number was maximum number of employees for peak season, multiply by 20 gallons per day which is basically criteria for a factory with cafeterias and showers. With that said I will take any questions you might have.

Selectman Coutu was recognized and said, thank you Mr. Chairman. Mr. Dhima, 36,900 gallons, is that or A, B and C? Mr. Dhima relied, correct Selectman Coutu. That's for all three buildings. Selectman Coutu then said, based on the allocation assessment, because we don't know exactly what they're gonna use, we have companies that have bought lots of gallons and as you're doing the audit you're finding they only need 14, we reimburse them the money and cut it down to 14 and we've kept our allocation at about 200,000 since you started that project so again, I applaud you for that. How did you come to an estimate on building C? Mr. Dhima replied, as I said earlier, the way we calculate on the sewer allocation is based on the usage, this particular one is considered, because there's no, on the state requirements, DES, it's nothing for Amazon, it's just factories with showers and showers and cafeterias. So what we did was we looked at the traffic reports we have and the traffic report indicates in a peak season for all three buildings it's 1,845 employees. We multiply that by 20 gallons per day, per employee, and that's how we came up with 36,900. Selectman Coutu asked, what was the number you came with at peak season? Mr. Dhima replied 1,845 employees for peak season so that is typically 60% more than what would be average for traffic or for employees. We took that number from their traffic data basically. Selectman Coutu then asked, relative to the method of allocation for remaining sewer capacity, in the policy it says and I'm going go read it in its entirety: except as provided in this subsection, the Board of Selectmen will not approve new sewer allocations from the remaining sewer capacity for any use located outside of the system boundary as described in exhibit A. Provided however the Selectmen may in their role and their sole discretion, grant a request to deliver sewer outside the existing system boundary described in exhibit A for public facility uses such as schools and other governmental uses, for community facilities such as hospitals and public utilities or for other residential, commercial or industrial uses, that in the opinion of the Board of Selectmen, are essential for the public health and safety for the Town of Hudson. Selectman Coutu went on to say, I'm sure you've had a lot of discussion, Mr. Dhima about this usage. Can you tell me, based on the conversations that you've had with Brian, Hillwood, the communicates that have come in from the citizens of that area, can you tell me how this request meets that standard. And what is it that some people just don't get? Including me. Mr. Dhima replied, if you look at the memo prepared by Mr. Smollack was also standby for occasion like this, a significant number of items why they believe it should be granted as a request. If it's the Boards wish we can ask Mr. Smollack to come forward and make that case. Mr. Smollack, attorney representing the Hillwood Corporation came forward. Before he spoke Selectman Coutu said, if I might, Mr. Chairman, I just don't want people interpreting again, my interrogatories, I just want to have a clarification and a legal understanding of how this rule that governs the distribution of sewer allocation fits and if you were granted it, what is it that's going to prevent any body from objecting to it. Not objecting to it but winning the case in court. Mr. Smollack introduced himself and explained that he's representing Hillwood Enterprises. Thank you for giving me the opportunity to comment on this. As you know the Board has the ability to interpret how it defines how it meets the criteria under the ordinance for the services. And as you know in the letter that was provided to the Boar we identified approximately five different by which we consider that we meet the criteria. And as you know also, as Mr. Dhima had indicated, this site is also partially within the sewer district as well as MR. Dhima indicated from the early 1990's. One item of concern that in terms of public health, safety and welfare there's been an indication that why can't we develop a sewer system that discharges to the ground. It is technically feasible but there is a significant opportunity for a catastrophic event in terms of sewerage discharge if you discharge to the ground as opposed to discharging to the sewer. We have a fair amount of wetlands on the area. We have the Merrimack River close by if there's a

failure of that underground system it could have the ability to discharge to the Merrimack, to the wetlands and the like and that's the reason why we have sewer system. So that is what I feel would be one criteria in how this could be met. In terms of delivery, as you know with COVID these types of facilities have taken on increasing prominence in delivery of essential goods so for example it's not just a TV or furniture it could be a generator, someone's generator goes out they depend on that generator for power, that's an essential item that could be delivered in a days' notice or a couple days' notice so that pipes don't freeze and things to that nature. So there are goods here that are delivered that are essential to public health, safety and welfare. In addition as I indicated this proposed project as you heard at the Planning Board level, in terms of the fiscal impact analysis, could generate between \$4-5 million in revenue to the Town but for the ability to build that structure as planned and to have that structure you would not have the ability to generate that revenue.

Chairman Morin then asked, just in a theory, if this project was built on Library Street today, with the systems that we have in place, what would we be going through right now for the allocations? Would they be falling under all the stipulations that we've heard about tonight because of essential and things to that nature or would it just be an approval for the allocation? Mr. Dhima replied if it's within the sewer district there would be just simply be applying for what they're entitled to within the sewer district so one of the numbers that Mr. Smollack states in his case is that in this particular area, this property was within the sewer district, they would be entitled to up to 190,000 per day. And the simply would just have to buy that as long as it was available. But they wouldn't be asking you they'd just simply be paying for it. So the way we've set it up is you know we set up the sewer district so if you are within the sewer district and you have a business or commercial, industrial and you want additional sewer allocation that's what you'd be taking away from. From this additional 200,000 that's available. In addition to that the Town has set aside 365,000 available for all the property within the sewer district that has not been developed yet. That's set aside. We don't talk about that because its only for new developments coming in or property that is have not been touched yet or for anyone who already has a project or property and simply needs to redeveloped it the most recent was Flagstone. They wanted more sewer allocation, that's where we got the additional sewer allocation from this balance. Chairman Morin then said, I think you just answered my second question. If it was built on Library Street on existing sewer, so where a piece of this property has sewer going on it are they within the district? Mr. Dhima replied, yes. A small portion of this property is within the sewer district and they're entitled to that. Chairman Morin then said, so as long as that pipe extends six inches onto that property they're in the district because it's on that property. Mr. Dhima replied, they actually have property within the sewer district and a pipe within it yes. Chairman Morin asked, so it's considered the district. It's within the sewer district. Mr. Dhima replies, a small portion of it, yes. Chairman Morin said, but you say a small portion. You have to take the property as a whole as long as it's on that whole property. Mr. Dhima replied no, and that's what makes this completely different from anything else. We haven't, I haven't seen this in six years. Typically we have the sewer district cut exactly where the property line is. Cut exactly where the right of way is. Typically we don't put the sewer district and take a small portion of a property. The only reason it was done that way, it was prior to my time, is because there's a sewer easement from the Town to basically have their sewer go through this property and that's why that small portion was within the sewer district. That's all. Chairman Morin said, okay, I'm a little confused now. If it's on the property, it's in the district? Mr. Dhima replied, a certain portion. Chairman Morin said, I know, I understand that so what you are saying. Is that property broken up where half of it is? Mr. Dhima replied, yes, yes, look at it as zoning. A piece of property could be different zones within that property depending how it cuts depending on what corridor it is. Look at that exactly like a zoning line that's how it works. This is unique, this particular property because again we don't cut a small portion of a property and put it on the sewer district and leave the rest out. We don't do that because of exactly what you said, Mr. Chairman. We don't want to get into it. This particular case is completely different because the sewer was built prior to the sewer district had been implemented in Town. So they kind of drew the line after the fact. That's kind of why the first memo talks about and Mr. Smollack's memo talks about. So most of the property is not within it. Some of the property is in it and there's definitely Town sewer running through this property a portion of it. Chairman Morin then said, okay so once, if this project gets approval, do they have to make this one lot? Which would take care of that problem? Mr. Dhima replied, I'm sorry, I didn't get that. Chairman Morin said, take for instance and correct me if I'm wrong because I'm not sure where this is going, you have people that take multiple lots and join them into

one lot. We've done that many times. Is this project going to require, where you said that line was for zoning, that they're going to have to make that one lot at some point so it's all zoned the same? Mr. Dhima replied, put in the zoning to explain but zoning has nothing to do. Basically Mr. Chairman to answer your question, the sewer allocation will be for the entire site 375-378 acres for the entire lot. Chairman Morin then said okay...Mr. Dhima interjected saying no matter which way you cut it goes for the entire site. Chairman Morin said I hate to ask it again but I'm still, there's sewer there now? Mr. Dhima replied yes within the property. Chairman Morin asked, is it considered the whole piece of property, the whole thing, with sewer? It kind of makes the decision easy one way or the other, you know what I'm saying? Mr. Dhima replied, technically no, they're not, not the entire property is within the sewer district that's why they're in front of you tonight. If the entire property was within the sewer district we wouldn't do this. They would just simply go to the Planning Board and as long as there was sewer allocations in the balance they would just purchase them. Most of the property is outside of the sewer district that's why they're in front of you tonight making this request.

Selectman Martin was recognized and said, I guess it just confused me even further. But my original question is do we have any documentation, any copy of this easement and any agreement to give this allocation to the property. The reason why I ask is grant an easement to the Town to enable the sewer system to accommodate for future development of the Green Meadow Golf Club. Now that was in the 1990's. Okay. So is there any promise from the Town in any agreement to say that the Town will do this. Mr. Dhima replied, I have no documentation of that. We do have the easement. There's language about the easement and the easement clearly shows in our Town plans in GIS absolutely. Those easements are typically for getting access to the property. So we don't own that property. We have an easement we have a right to get within that sewer line within their property. But as far as what the discussion were or agreement, there's none of that. Just simply history and that's why that was brought up in one of the memos. Selectman Martin had further question and asked why does this property not now, and I'm going where Chairman Morin was going okay, if we already have sewer on the property. Mr. Dhima said, it's a good question, why wasn't the whole thing included. I don't know. The line was drew before my time. Typically you wouldn't do half the property with the sewer or water and the other one, it doesn't make any sense. I'm with you 100%. That's why I said earlier. I haven't seen anything like this since I've been here. Typically either the property is in or out, there's no in between. This particular one, I think the way they drew the line for this particular case is because a portion of this property has that sewer. So they felt that if they drew the line differently then the Town sewer would not be part of the sewer district which is bizarre. I don't know the exact answer. My take on it is they drew it following the easement and that was the end of it. I don't have the exact answer why they did it the way they did it because it was before my time.

Mr. Smollack requested to speak and said, Attorney Leonard did include a letter to the Board as well providing some history with this project and that's all we can go on because we're the buyers of the property. In that letter there was discussion with respect to that sewer easement. Again, before the sewer district was created. As I understand it, and that basically the sewer line was upgraded to an 18" line specifically to accommodate future development. Although there may not be something in writing to that effect, I can't respond to that, but I can certainly tell you that the upgrades were made and the sewer line was upgraded based on Attorney Leonard's comments. Specifically to accommodate future development and what may have happened between then and now is unclear from the record. Selectman Martin was recognized and asked does the existing clubhouse on the property have septic or sewer. Mr. Dhima replied, septic. They're not connected to sewer. They're on a septic. Chairman Morin asked when the sewer line was upgraded did the Town pay for that or was that part of a deal down there? Mr. Dhima replied obviously again, this was in 1990, so I'm not aware, but it was my understanding reading the memos and we've done this in the past when the Town agrees to a certain amount for a pipe size and then someone else comes in and makes it bigger. I think that was the intent for some money taken for most recent case was the south tank where the Town agreed to a certain size and someone comes and says I might do something down the road. Here's the money to make it bigger so it can accommodate my growth. So it appears from the letter that they're submitting it appears that the Town needed a 12" line and they took money or money was donated, whatever the case may be, to update it to an 18". Also updates to the pump station which is Sagamore Park Drive also was updated to make sure they could handle additional sewer flow. Chairman Morin then said, the way I see it is somebody did some forethought and

figured that someday that something was going to go there. And we've seen over the last 15 years, multiple projects go in there. I understand that and on top of that, knowing how this Town is been in the past in doing things to forethought, I would understand why they would do it and that's what they were thinking.

Selectman McGrath was recognized and said I have a couple of comments. I think that the owners of the Green Meadow property had the opportunity to have this included in the sewer district. And they failed to do that. Because of their short sidedness, now they're coming back with a new development and they think that we should accept the premise that they deserve to have sewer allocations that exceed what would typically be granted and I'm not in favor of it. I'm ready to make a motion to deny the request. I've heard enough, I've read enough and I think that this is just something, it exceeds what we should be granting for sewer allocation for any one particular business. I guess I'll reserve further comment for perhaps later. Selectman Roy asked, did she make a motion? Selectman McGrath replied, I will make a motion to deny the request. Chairman Morin said I have a question for your first. You've been on the Board a long time in all different places. What's your recollection of what happened when that sewer easement was put in? Because if it's on the property it was on there for a reason. Selectman McGrath replied, I don't have a recollection about that because my role in all of the years I've been involved has been planning and zoning. I didn't pay attention to sewer allocations or water. Because that was outside of my so called area of expertise. Not that I have a whole lot of any of that. So we had a Sewer Committee. We had the Water Committee. They dealt with things like that and they made recommendations and it was for people that were on the sewer or wanted sewer in their neighborhoods and same for the water. So, I can't answer that question, but I can tell you that if it were important enough for a large piece of property they would have sought to get the allocations necessary. They would have had it included in the district for which they were intending maybe future development. Maybe they thought they'd never develop this property, I don't know that. But I know that we've had several projects over the last few years, last ten or so years, and the reason why those projects didn't get approved or they didn't go to completion was because the developer backed out and it was because roadway and traffic implications and what they'd have to pay to take care of that. I can't answer you about back in the day when people were talking about sewer and water but they were the people that actually on the sewer or wanted sewer in their neighborhoods and the same for water. So I would recommend that a good research of the historical documents that are in the Town, you can go back and look at meeting minutes. You can determine whether or not they Friel family ever talked about getting being put in the sewer district. I would estimate and I would think that I would be right in this is that they didn't see it as something that they ever wanted to have because if they did they would have sought to have it included in the district. So for their lack of forethought, for their lack of perceiving what they might want to do at some point in the future with the property, now the Town is being asked to really step up and grant a sewer allotment that far exceeds any other allotment that we've requested from any other development in Town and I'm just not in favor of it.

Chairman Morin then asked Mr. Dhima, during your research for this project did any other projects get to the point where they would even talk about sewer allocations? Because that would be one reason. Again, we got a pipe there for a reason. And unfortunately the documentation doesn't show that but the three other projects were large projects that would have probably used more sewer than we're talking now so did they get to the point where it had to or did it stop before it even got that far? Mr. Dhima replied, I'm not sure what projects they're relating to. Chairman Morin said the casino and the mall and stuff, did it even get that far? Mr. Dhima said, it did not get to that point. Mr. Malizia said the casino was never formally submitted as a plan. The WS Development plan, which was a multi-use came into the Town but they withdrew the project. I'm not sure how far along they were. They were certainly, they had a plan, but they pulled it out in 2007 or 2008. Chairman Morin said, okay that's why I was asking a question. It never got to the point. So that would explain why there was never any request for it. Okay, I wanted that made clear. Mr. Smolack spoke up saying, Mr. Chairman, there's nothing in the record about future allocations for this property other than the fact that Green Meadow did grant the Town and easement to allow for access for sewer, an upgraded sewer, across a portion of its property. Also the site plans from the prior decision for Sam's Club also contemplated access to the rear portion of the property and also on the southerly side of the property simply because of the Town did not, the Planning Board had the foresight at the time to identify the

fact that there's a need to not land lock this property. And so because whatever the reason the Friel's did not pursue it, it's not clear to me. Maybe they thought they already had the allocation but it's not clear. That's just speculation. I can't speak for the Friel's for Attorney Leonard with respect to that. But this is a situation where sewer is essentially needed and if you look at the prior project not his site, the Riverview project, which was substantially larger than what we're proposing here both from a traffic and impact perspective, they would have been before this Board as well looking for the same thing. Chairman Morin said, so related to Green Meadow for the amount of people in Green Meadow, there was no need for them to run a sewer pipe across the golf course due to the clientele and so they would have never come forward for sewer at this point. But there was a pipe put to a certain area, with an easement, for future. Mr. Dhima replied, for the clubhouse financially it would not make sense to run half a mile sewer for a clubhouse that's seasonal most of the time. The septic system for something like that would be more than adequate. There's a significant increase when you look at the pipe size for a sewer main from a 12" to 18". I just wanted to add that. So there was history of the original being 12" got updated to 18". Obviously that constituted a significant planning for the future.

Selectman McGrath was recognized and said, did my motion fail for lack of a second? Or was it not acted on. Chairman Morin said, no to tell you the truth we wanted to finish discussion first. So your motion is still there at this point. We just have not looked at it. That's all. Chairman Morin asked, anybody else have any discussion? Seeing none, he said if you'd like to state your motion again. Selectman McGrath made a motion, seconded by Selectman Roy to deny the request. A roll call vote was taken. Motion carried 3-2 with Selectman Coutu and Chairman Morin in opposition.

Mr. Smollack asked for a request for a reconsideration of that to look at some of the history in terms of any potential agreements that were in existence in the past. I think it would be ashamed to make this a referendum on the project when we're simply looking for a method of sewer allocation that is a superior alternative for environmental perspective to anything that would be placed on this property. I'd request a reconsideration of that vote and even if the Board would entertain a further motion to revote this. Selectman McGrath spoke up saying I'd like to make a motion to deny the request for reconsideration. Selectman Roy seconded that. Selectman Coutu was recognized and said, there's a point of order is due here Mr. Chairman. The representative from Hillwood didn't make any motions. He's not entitled to make any motions. We're denying a motion that was never made. Reconsideration at this point, Mr. Chairman, on a point of order. Parliamentary procedure, you and I, because we were, I mean, the majority vote was not. Any one of them would have to make a motion to reconsider. You and I cannot make the motion. So to take a vote now on reconsideration is mute. It's out of order. There's no motion on the floor to reconsider. The Town Administrator was recognized and said, I believe you have to wait til the next meeting before you can take such a vote. And it has to be somebody from the prevailing side would have to raise that for reconsideration. Chairman Morin said okay the motion is gone. There will be no motion at this time. Selectman Martin was recognized and said, just to clarify, if there was available information to persuade me to make that motion, then I would make that motion at the next meeting. If the information came to me and I said, oh wait a minute, we made some kind of an agreement. Chairman Morin said, no and I understand what you're saying but you know the records of this Town in the past. You know what I'm saying. So it's kind of unfair because we didn't do our job on our side with the information that we should have had to give us a clear answer to make a good decision for one and that's been a problem numerous times in the past for us. Anybody wants to bring up next meeting a reconsideration or if they come up with some new information that the Town Engineer forwards to us we can make that decision and somebody can go for reconsideration next meeting and we'll take it from there this point. We're not going to get anything else tonight and we're not going to beat on this all night. Again, like I said. Our Town records are terrible. Terrible and it's unfortunate because we affect these people and these people cuz we can't give them all the information.

K. HFD - Assistance to Firefighter's Grant

Chairman Morin recognized Fire Chief, Rob Buxton. Chief Buxton explained I'm before you tonight to request authorization to apply for the Assistance to Firefighters Grant with the purpose to obtain funding for the replacement of portable radios and associated equipment. Selectman Martin made a motion, seconded by Selectman McGrath 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. A roll call vote was taken. Carried 5-0.

L. HFD - Letter of Resignation

Chief Buxton was again recognized and presented a letter of resignation from Firefighter/AEMT Justin Tracy. Selectman Martin made a motion, seconded by Selectman Roy to accept the letter of resignation from Firefighter/AEMT Justin Tracy effective December 31, 2020, with the Board's thanks and appreciation. A roll call vote was taken. Carried 5-0.

M. HFD - Notice of Retirement

Chief Buxton as again recognized and he presented a notice of retirement from Lieutenant/AEMT Allan Dube on the 12th of December. He retired effective December 31st this year. He served 19 years with the Town of Hudson and he had previous experience with the Town of Newport. Selectman Martin made a motion, seconded by Selectman Roy to accept the notice of retirement from Lieutenant/AEMT Allan Dube effective December 31, 2020. A roll call vote was taken. Carried 5-0.

N. Petitioned Warrant Articles

Chairman Morin recognized Town Administrator, Steve Malizia. Mr. Malizia said, as you're well aware, I put an item on the agenda for petitioned warrant articles which were due by today, the 12th of January by 5:00pm. We received three petitioned articles yesterday, which I believe you all received a copy of and I believe you also have a copy of. For the public satisfaction I'll read them one at a time and what you are required to do is forward them to the warrant as either recommended or not recommended. So if I may, I'll read the first one and you can take a vote, then the second and the third. By the way, all the petitions were qualified. They were reviewed, they have the requisite number of registered voters and I also had the opportunity to submit them to our Town Attorney who finds they are valid. When I say valid, there is legal ability to enact them.

So the first one if I may is:

Are you in favor of electing the Hudson, NH planning board consisting of 7 members which includes one ex officio member with the remaining board members to be filled on a staggered basis at the subsequent regular town elections pursuant to RSA 669:17 as the term of an appointed member expires, until each member of the board is an elected member pursuant to the provisions of RSA 673:2, II, (b) (2)? That is the question. Selectman Martin was recognized and said, just want to let you know when I'm in the ballot box to vote on this, first of all I don't support it. But, the wording, we can't change the wording. Consisting of seven members. You're not...it does consist of seven members but the seventh member is the ex-officio member from the Board of Selectmen. So you wouldn't be, as a voter, voting for that seat. That seat is already appointed by the Board of Selectmen. And voted as a selectman. So I think in my opinion, I'm not no attorney, I don't play one

on TV either, this is not a valid warrant article in my opinion to go in front of the voters. But we have to by law. I will not be voting for it when I get in the ballot box. Thank you.

Mr. Malizia was recognized and said, as I understand it based on reading the law, in a Town such as Hudson you have the choice of five or seven member planning board of which one is the ex-officio member, so the Board would either appoint four or six members or in the case of the voters they'd vote for four or six. The ex-officio member is appointed by the Board. All the other members are elected. It's either five or seven. That's your choice. They've articulated this would be a seven member Board but one seat would be an ex-officio seat. The other six would be elected by the body. Selectman Martin had further comment saying, we understand that but does the voter's understand that. That's the confusing part. Mr. Malizia replied, I respect that. I didn't write it. This is what goes forward. Selectman Martin said, I understand. I'm just letting you know I won't vote for it.

Mr. Malizia said when you talk about petition you make a motion to recommend or a motion to not recommend. Chairman Morin said, I'm just waiting if there's any comment. Selectman McGrath was recognized and said, so as probably most if not all of you know, I've been around for a long time. I started out on the Planning Board, I'm finishing up on the Planning Board. I think that this is an ill-conceived idea. I can understand why people would think it's a good idea but voting for Planning Board members, Zoning Board members it becomes a popularity contest. It doesn't become a vetting process where you can understand what their background is, if they have any kind of preconceived notions on what they'll be doing on the Planning Board. Those are important Boards. Extremely important boards. If you had been around when I first got on the Boards, there was so much, people that were on the Boards they were not looking out for the best interest of the Town. They were looking out for their own personal interests and that became abundantly clear to the citizens of this Town and they never wanted to say, I can say with certainty that they didn't want to elect Planning Board or Zoning Board members. People on the land use boards because it's open to bad behavior by some of the members. Back in the day it was most of the members. I will not support this for the Planning Board, the Zoning Board or even the Conservation Commission. I can't support it and I will not be voting for it. Selectman Roy spoke up saying, I actually do support this petition warrant article for a couple of reasons. One, I'm always in favor of having Towns people have a say how they're governed. And two, to Selectman McGrath's point, I think that someone who's elected becomes beholden to their electors. So if they are not looking out for the best interests than at the next election they don't vote for them. So that's my position, I will recommend. Selectman McGrath asked if there were any term limits associated with his article. Is there any kind of language that's been provided? I haven't seen it. Mr. Malizia said in looking at the law they'd be elected staggered so for example I believe seven Planning Board members currently when their term expires, those seats would be on the next ballot. So for a period of time you're going to have a mixed Board. You're going to have some elected and some appointed until you cycle through all the appointed folks being elected. You cannot put more than three people on an election and I believe they're three year terms. Selectman Martin made a motion, seconded by Selectman McGrath to forward petition warrant article 1 to the 2021 Town Warrant as not recommended by the Board of Selectmen. A roll call vote was taken. Carried 4-1 with Selectman Roy in opposition.

Mr. Malizia explained petition warrant article number two was also received, verified the signatures were appropriate and petition warrant article two states:
Shall the Town of Hudson designate parcel ID 224-004-000, consisting of 51.95 acres, as "Town Forest" as described in RSA 31:110 and 31:111, and convey management and control of said parcels to the Town's Conservation Commission pursuant to RSA 31:112, in order to permanently protect the parcels from development while retaining the ability to use them for forest management, passive recreation, enhancement and maintenance of scenic value, wildlife habitat and open space?
Mr. Malizia then said, if I could just add a little bit of information. The Town apparently acquired the property by tax deed approximately 1990. In 1991 Town Council passed a resolution to put this under conservation management. So in theory it's already been under the Conservation Commission. This article would make it a Town forest which has a higher standard. In other words it needs to be forestry plans, timber management and whatnot. This was the old Guertin property I think it was

referred to at 20 Musquash Road. It's under the Conservation Commission prevue right now. Apparently the petitioner wants to make it a Town Forest.

Selectman Martin was recognized and said so it's under the Town Conservation prevue right now. I don't understand why you'd want to make it a Town forest. Not a negative comment, but we're not finding a lot of volunteers to maintain these woods and stuff like that. If you get a bucket list of volunteers, boy bring them out, we'll take them but I don't see that you're going to get a lot of people to go out and hope you maintain that. Mr. Malizia said, this goes beyond volunteer's because it requires a forestry management plan which usually requires a professional forester. Which usually entails spending money. And you actually have to have a plan and maybe the people who carry out the plan are volunteers but it does require financial commitments. Chairman Morin added, I'll tell you as the liaison to the Conservation Committee, they don't have the manpower or the time to take care of this forest. Rangers Drive is a forest. We haven't seen anything on that yet. Every single meeting when they're discussing that they want to go out and do workshop days, it's the same three people. Everyone has lives, there's older people on that committee they can't handle this. It's a lot of work. Where it's a forest you have to take care of it. When its conservation land if there's no trails or anything you don't have to do anything with it. They have trails now that they maintain. I don't know how often they get out there. They're doing a cleanup day on the 16th but are doing it from 9-12. And they're doing that in Musquash. Rangers had a lot of volunteers that day and it was the neighborhood. But that doesn't last. I think we should leave this as conservation land knowing what the committee is dealing with. Selectman Roy was recognized and said I'll revert back to my people should be able to decide how their Town land is. I'll support it being on there. Selectman Martin made a motion, seconded by Selectman Coutu, to forward petition warrant article number two to the 2021 Town Warrant as not recommended by the Board of Selectmen. A roll call vote was taken. Carried 4-1 with Selectman Roy in opposition.

The Town Administrator said the third warrant article we received states:

By petition of 25 or more eligible voters of the Town of Hudson to see if the Town will vote to urge that the New Hampshire General Court, which is obligated to redraw the maps of political districts within the State following the federal census, will ensure fair and effective representation of New Hampshire voters without gerrymandering. Additionally, these voters ask the Town of Hudson to urge the NH General Court to carry out the redistricting in a fair and transparent way through public meetings, not to favor a particular political party, to include communities of interest, and to minimize multi-seat districts. The record of the vote approving this article shall be transmitted by written notice from the Selectmen to Hudson's state legislators, informing them of the demands from their constituents within 30 days of the vote.

According to Attorney Lefevre this appears to be advisory but if it were to pass we would be required to send notice to the legislatures. Selectman Roy was recognized and said I think that for years, not just in New Hampshire, but all over the country, there's been gerrymandering that has disenfranchised a lot of voters. I think that goes against the grain of what this country is founded on so I will support this warrant article. Selectman Coutu said I can't agree more with Selectman Roy. Gerrymandering has been ewe in cry across this country. It's time we take a step forward and eliminate it as best we can. So I will be supporting it as well. Selectman Martin was recognized and said, can somebody tell me what gerrymandering is? Is that somebody walking around the house? The Town Administrator explained, gerrymandering comes from the colonial days when there was a governor of Massachusetts named Eldrige Gerry who for political reasons redrew the districts so that his party and he would stay in power. Since then it's been known as gerrymandering. Something we try to not have in our politics. Selectman Martin made a motion seconded by Selectman Coutu to forward petition warrant article number three to the Town Warrant as recommended. A roll call vote was taken. Carried. 5-0.

O. FY22 Town Warrant

Town Administrator Steve, Malizia was recognized and he said, before you is the Fiscal Year 2022 Town Warrant as prepared. The Board usually reviews and approves the order of the warrant. Seeing no questions, Selectman Coutu made a motion, seconded by Selectman Roy to approve the order of the Fiscal Year 2022 Town Warrant. A roll call vote was taken. Carried 5-0.

P. Designation of Selectman to Post Town Warrant

The Town Administrator was again recognized and explained that one of the Selectmen is required by law to post the warrant each year. He explained that he and whichever Selectman is chosen go to the Library, Community Center and Post Office to post the warrant. Selectman Coutu was recognized and volunteered. Selectman Martin made a motion, seconded by Selectman Roy to designate Selectman Coutu to post the Fiscal Year 2022 Town Warrant and Budget on or before Monday, January 25, 2021. A roll call vote was taken. Carried 5-0.

Q. Annual Report Dedication

Mr. Malizia was recognized and said we're in the process of preparing the annual report. One of the parts of that reports we typically dedicate it to citizens or folks that we've lost in the year. When I look back through the year, if you recall, the beginning of last year we lost Katie Thyne and Ryan Phaneuff. They were both young people that came from our community and died in the service of their community or country so I thought I would at least propose that we dedicate the annual report to them. Selectman Martin made a motion, seconded by Selectman Roy to dedicate the 2020 annual report to Katie Thyne and Ryan Phaneuff. A roll call vote was taken, carried 5-0.

R. December Revenues and Expenditures

The Town Administrator explained, we are halfway through the fiscal year. Things are looking pretty good. We actually received the funding for the upgrades we made to the Town Clerks office. And in the Fire Department. Those improvements we made for COVID, that's reflected in there. Those monies have been credited to the budgets. I don't see any real issues at this point with anybody's budget. It looks like motor vehicles are still doing well. We're at 52.3%. Interests is still low. We did recognize some this past month but other than that considering we're halfway through the year I think we've done a pretty decent job of staying where we need to be. Selectman Coutu asked why the interest was so low. Mr. Malizia replied I think we have a new treasurer and I'm not sure she's putting the money in all the appropriate places. She's still training and I'm not sure she's recognizing it every month. What I'm saying is you have to book keep it every month and I'm not sure she's caught up with it every month.

S. School Warrant Articles

Chairman Morin recognized School Board Representative Diana Lamothe. Ms. Lamothe said I just wanted to share the information with you in advance of the meeting, if you have any questions, I'd be happy to answer them. Do you want me to walk through each one or? We have five warrant articles. Warrant article one involves renovation of Alvrine high School. It is a bond warrant article so it will require the 60% vote to pass. We've scaled back the project from last year, keeping in mind especially at this time with the pandemic, there are economic concerns. But our concern for safety has not changed. So we scaled the project back. It's a \$9.9 million. We're looking at a ten year bond.

We have warrant article two which is our operating budget.

Warrant article three we had a collective bargaining agreement with the Hudson Federation of Teachers.

Warrant article four is the roof replacement at Hudson Memorial School. It's the final phase for that roof. Then warrant article number five was the roof replacement at Hills Garrison School and that is a full and complete repair. It's definitely a much needed repair.

Chairman Morin asked if there were any questions. Selectman Martin was recognized and said on warrant article number three what are the, I see you have the two year contract with the collective bargaining agreement and I know that you talked about adjusting this and adjusting that is there a percentage that comes out of that number for cost of living adjustment besides having all those numbers adjusted. Ms. Lamothe replied, there's a step process. It's different. It's based on years of service. I don't think I can answer that question accurately. I can certainly find out for you. I believe it's more of a longevity. Selectman Coutu said, I was always under the impression that pay raises for a group of people regardless of what step they're in is a percentage. It should be treated as a cola because they have the step increase on top of that. Ms. Lamothe replied, I'll have to get a better answer for you, I'm sorry. I was not involved in the negotiations or this so I don't have the detail on that. Selectman Coutu said, well they didn't tell you when they brought it in for a vote, how they did it? I mean they're asking for, I'm not against it, don't get me wrong but it's an awful lot of money. In the next two years they're going to add \$1.5 million dollars to the budget for this raise. They're saying the first year is estimated \$0.18 per thousand. The following year they don't put what it is for the following year but its \$106,000 more. So another four cents. So it would be eighteen cents the first year and \$0.22 per thousand on the second year. I agree that, and I'm not saying this for arguments purpose. I am a strong advocate in doing what we can to keep the best that we can in Hudson. The teachers have suffered for many, many years. It is going to cost some money up front. I'm willing to support this which I will do and I'll do it with my vote as well.

Selectman Coutu went on to say, what I'm concerned about is warrant article one. Warrant article one is again going to the voters to make more improvements to Alvine High School, that was not supported unanimously first time in the years they've been asking for additional monies to continue to rebuilding this school, it was only supported by three of the five members. Two voted no, I heard their explanations and I support their no vote. Selectman Coutu went on saying the highlight on this proposal \$9.9 million is for safety. I've been hearing that word safety more than I've been hearing the word Alvrine. Selectman Coutu and Selectman McGrath expressed their displeasure in this request and neither were in support of this article.

In closing Ms. Lamothe explained the School would be in support of sending a sample ballot out again this year, in collaboration with the Town, as was done in 2020. If the Town is interested they should reach out to Terri Wolfe the Districts Community Engagement Coordinator.

9. REMARKS BY THE TOWN ADMINISTRATOR - There's a Budget Committee public hearing Thursday night at this location. The Town will be first at 7:00pm. Once the Budget Committee is done with the public hearing and voting on the warrant articles, there will be a recess period and then they'll take up the School budget which will also be a public hearing.

10. OTHER BUSINESS/REMARKS BY THE SELECTMEN

Selectman McGrath - I have nothing this evening.

Selectman Roy - I think I'd sort of be remiss if I didn't talk about what happened this past Wednesday in our nation's capital. It hurt my heart to see our democracy take such a hit. I understand we have to

and will move forward I hope that those people who insinuated it should happen are held accountable. We will prevail and I hope everybody is cognizant of the kind of damage things like that do.

Selectman Coutu - I'm all set thank you.

Selectman Martin - thank you Mr. Chairman. Thankyou Steve for announcing our meeting on Thursday because that's what I was going to do. I invite everybody to come. It's a public hearing. I'd like to hear your input on the budgets. Other than that I need to say one last thing, the vice chairman or the school boards son, all I'm gonna say, was accepted to Georgetown University. And he was number one in his class in 2020. So rankings mean nothing to me.

Chairman Morin - I got nothing tonight. It's been enough.

11. NONPUBLIC SESSION

The Town Administrator said, the Chairman will entertain a motion to go into non-public under RSA 91-A: 3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. (b) the hiring of any person as a public employee(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

Motion by Selectman Roy at 10:22 p.m., seconded by Selectman Martin, to go into non-public session. A roll call vote was taken. Carried 5-0.

Chairman Morin entered Nonpublic Session at 10:22 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public is asked to leave the room.

Chairman Morin entered open session at 10:59 p.m.

- 1) Selectman Roy made a motion, seconded by Selectman Martin to hire Thomas Cahill as a truck driver/laborer, with a starting pay of \$20.12 per hour (grade VII, Step One, in accordance with the Hudson Public Works Department Local #1801 AFSCME Agreement, effective January 17, 2021. A roll call vote was taken. Carried 5-0.
- 2) Selectman Roy made a motion, seconded by Selectman Martin to provide two IT Specialists and One IT Technician 80 hours each additional earned time which cannot be bought back and is to be used within the next two years. A roll call vote was taken. Carried 5-0.
- 3) Selectman Martin made a motion, seconded by Selectman Coutu to promote Firefighter/Paramedic Benjamin Crane to the position of Lieutenant/Paramedic, a non-exempt position, in accordance with the International Association of Firefighters Local #3154, Step 1, with an hourly rate of \$29.80 effective Sunday, January 31, 2021 as recommended by the Fire Chief. A roll call vote was taken. Carried 5-0.
- 4) Selectman Martin made a motion, seconded by Selectman Coutu to move forward warrant article 19 to the warrant to discontinue Caldwell Road as an open highway and make subject to bars and gates as provided in RSA 231:45. A roll call vote was taken. Carried 5-0.
- 5) Selectman McGrath made a motion, seconded by Selectman Coutu to retain the services of former Town Clerk/Tax Collector Patti Barry for the period beginning January 18, 2021 through

March 31, 2021 at the rate of \$35.00 per hour without benefits. A roll call vote was taken. Carried 4-1 with Selectman Martin in opposition.

12. ADJOURNMENT

Motion to adjourn at 11:14 p.m. by Selectman Roy seconded by Selectman Coutu. A roll call vote was taken. Carried 5-0.

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

David S. Morin, Chairman

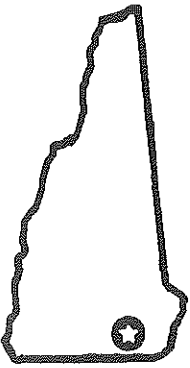
Kara Roy, Vice-Chairman

Marilyn E. McGrath, Selectman

Roger E. Coutu, Selectman

Normand G. Martin, Selectman

Draft



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

Agenda
2-9-21



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

8A

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: February 2, 2021

Re: Public Hearing Hudson Speedway – Additional Race Days

Ben Bosowski, the owner/operator of the Hudson Speedway, has submitted an application to conduct additional races on days other than Sundays and holidays for the 2021 season as well as dates for a program called Hudson Heroes Driving School. The Town Code as it is currently written (Chapter 264) only allows racing on Sundays and holidays with certain time restrictions. If the Board of Selectmen are interested in granting the Hudson Speedway additional race dates Town Code would need to be amended to allow for racing and events on days other than Sundays and holidays. This is the first of two (2) scheduled public hearings that would be required in order to change Town Code. The second public hearing is scheduled to be held on February 23, 2021. There is no action required of the Board of Selectmen at this time.

I have included Mr. Bosowski's application, information he provided regarding the Hudson Heroes Driving School, a 2021 Calendar highlighting all of the dates Mr. Bosowski is requesting, a copy of Town Code Chapter 264, Racetracks, Motor Vehicle and emails received from the public regarding Mr. Bosowski's request for the Board's information

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



40 Temple Street
Nashua, NH 03060
(603)882-2702
bosowskiracing@gmail.com

December 15, 2020

To: Town of Hudson -- Board of Selectmen

RE: 2021 Motor Vehicle Race Track License

To Whom it May Concern,

I hereby submit this application to conduct additional race days at Hudson Speedway. These races will be conducted in accordance with all applicable laws and ordinances. The following is the race dates and times requested;

Hudson Heroes -- Kids Driving School

May 20 & 27
June 3 & 17
July 1, 15 & 29
August 12 & 26
September 12

Open Practices

May 20 & 27 3:00PM -- 7:30PM
June 3 & 17 3:00PM -- 7:30PM
July 1, 15 & 29 3:00PM -- 7:30PM
August 12 & 26 3:00PM -- 7:30PM
September 12 3:00PM -- 7:30PM
October 7 & 14 3:00PM -- 7:30PM

Time Break Down

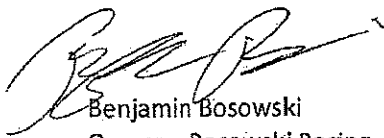
Open Practice 3:00PM -- 5:30PM -- Kids Driving School 5:30PM -- 7:30PM

Special Events

Two (2) Saturdays per month from April -- October

If you have any questions, please contact me at your earliest convenience at (603)882-2702 or e-mail me at bosowskiracing@gmail.com.

Respectfully Submitted,


Benjamin Bosowski
Owner -- Bosowski Racing, LLC

2021

P3

January							February							March							April						
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27	28	29	30	31	1	2	31	1	2	3	4	5	6	28	1	2	3	4	5	6	29	29	30	31	1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	1	2	3	4	5	6	28	29	30	31	1	2	3	25	26	27	28	29	30	
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28	29	30	1	2	3	4	26	27	28	29	30	1	2	31	1	2	3	4	5	6	29	29	30	1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
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							31	1	2	3	4	5	6														

Regular open practices

We would like to have open practice sessions on the same days as the Heroes school. This would be a great opportunity for students to watch divisional drivers firsthand what to do and what not to do on the race track. Also to get the students acclimated to different types of race cars and how they operate. These practices would run from 3:00pm to 5:30pm, with only 1 car on the racing surface at any given time. These practices would be open to any race car or touring division cars. There will be an EMT on site for this as well. Finally the only people in the grand stands will be the car's crew, students in the school and their parents, the grand stands will not be open to the general public.

Saturday events

Saturdays would be used for special race events and rain out dates from Sunday races. We would potentially like two Saturday's a month to hold these events. These events could be but not limited to Monster truck shows, drift car shows, stunt car shows and touring divisions.

With special events on Saturdays the time frame that would be best suited for this would be from 12pm to 10pm. We would like to think we can get everything done with in this time frame and most likely even sooner. The track would follow the same guidelines as it would on Sunday race events other than the extended time.

Hudson Heroes Specific Info

This series is intended to show kids (8 to 12 years of age) all aspects of racing, including proper safety equipment usage, basic vehicle safety inspections, on track etiquette, escaping a vehicle quickly in case of emergency, sportsmanship, and respect. The kids will be on track in their own vehicles, which will be safety inspected by track officials. They will be racing but not competitively. The series will not reward traditional finishing positions (first, second and third place), rather we will reward kids who perform certain actions on track that represent.

The vehicles will be equipped with a full roll cage, containment seat, fire extinguisher, multilayered driving suit, helmet, head and neck restraint (Hans), gloves and racing shoes. Each vehicle will be equipped with a throttle stop to limit vehicle speed, and a stock exhaust to ensure vehicles do not make much noise. Speeds will be monitored by use of a speed radar gun. There will also be an EMT onsite when cars are on the track.

This series will be operated solely for the purpose to allow kids to learn how to race in a safe environment with people experienced in racing. Our hopes are to not have the kids there on the same days as a normal race day, so we can work with them in a quiet atmosphere and allow sufficient time to work with each child both on and off the track. At the end of the season, there will be one night where they race on a standard day, it will be a day special to the kids and be called "Hudson Heroes' Night". It will highlight what the kids learned and allow them to showcase their talents.

Curriculum Summary:

The season will be broken into 3 phases, with adjustments being made as needed to be determined on how the kids progress. Our hopes are to also bring in celebrity instructors who may bring other perspectives to the school. These guests include drivers, crew guys, members of the media, and anyone else who can offer advice to the kids.

Phase 1: Introduction

Safety is paramount with what we are doing. The first phase will consist of direct instruction of ensuring the racing suit is worn properly, the HANS device and helmet are located properly and strapped correctly.

The kids will then learn how to enter and exit their vehicles while wearing their safety gear. When in the vehicles, we will help them learn how to buckle in, test to ensure their steering wheel is engaged properly, and where their fire protection is (fire system, fire extinguisher). We will also run some exercises having the kids practice getting out of their vehicle in a hurry, so they can practice exiting while still fully dressed in their racing uniform, helmet and HANS.

On track sessions will include single car track time. Each child will have 1 on 1 time to practice using the gas, brake, steering and overall getting the feel of driving a car. At this point the child will have the track to themselves. We will do this until the kids show confidence in their abilities.

Phase 2:

The kids at this point should be proficient in wearing their safety gear, getting in/out of the cars properly and be able to show control on the track driving. We can now start to discuss track etiquette, track positioning, and introduction to flag colors.

In the classroom portion, we will show car sections which will illustrate scenarios which racers commonly encounter. These scenarios include going into a turn side by side, which car has the preferred line and when a car needs to lift or move to second groove. Kids will also be shown where on the track different grooves are (main racing line, second groove, etc). Etiquette will be discussed so the kids will know how to race others cleanly, and how to pass properly. We will introduce the kids to group practices and running near each other.

Phase 3:

The kids will be familiar with group practices and mock races at this point. We will continue to work with and educate them in running in a pack. This phase will be near the end of the season and there will be a special race to highlight their skills.

General notes:

During mock races, officials will not be tracking a "leader" like in traditional racing. The kids will be doing laps, and if there is a caution (we may throw random ones), the child at the flag stand will be the new "leader". This will allow the kids to all learn how to take the green (not to jump starts), and also how to start a race in the back of the pack.

Officials will be watching the kids for on track performances, including good and bad actions. Each night will have a school session for 30 minutes when we first convene and close with a 30 minute conclusive session. The final 30 minutes the officials will reward kids for good behaviors, car control, other actions that are worthy of acknowledgement. We will also discuss (not calling out particular kids) behaviors that need addressed and any other general concerns and comment.

We would like to run the Hudson Hero's program on Thursdays from 5:30-7:30 pm. We are trying to engage the kids in this town into some sports they may not know about or thought they would not be able to do. We would like the students to be as involved as possible and watch as many racers as possible to learn as much as possible.

Town of Hudson, NH
Tuesday, February 2, 2021

Chapter 264. Racetracks, Motor Vehicle

Article I. Licensing; Rules and Regulations

[Adopted 3-26-1983 ATM, Art. 36; BOS 4-8-1983 by Ord. No. 115]

§ 264-1. Authority.

This article is enacted pursuant to the provisions of RSA 31:41-a.

§ 264-2. Definitions.

For purposes of this article, the terms below are defined as follows:

MOTOR VEHICLE

Any self-propelled vehicle, except tractors, activated by an internal-combustion engine and not operated exclusively on stationary tracks.

PERSON

Any individual, partnership, corporation or other entity proposing to or operating a motor vehicle racetrack.

§ 264-3. License to be obtained; fee.

[Amended 7-26-1988 by Ord. No. O88-3]

Annually, before April 1, any person proposing to operate a motor vehicle racetrack within the Town of Hudson shall obtain a license from the Board of Selectmen.

[1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this section has been revised to replace "Executive Administrator" with "Board of Selectmen." The specific fees set forth in this section were removed at the request of the town. For current fees, see Ch. 205, Fees.*

§ 264-4. Regulations.

At any motor vehicle racetrack operated within the Town of Hudson, the following regulations shall apply:

~~A. No alcoholic beverages shall be sold, served, dispensed, distributed or consumed at any time.~~

B. ^[1]The dates and hours of operation shall be:

~~(1) Dates. Racing shall be conducted on Sundays and holidays only.~~

(2) The hours. The afternoon races shall be from 12:00 noon to 5:45 p.m., and evening races shall be from 4:00 p.m. to 10:00 p.m.

[Amended 4-8-2014 by Ord. No. 14-02]

[1] *Editor's Note: See also Art. II, Hours of Operation in June, of this chapter.*

C. Night and evening races are only permitted during the summer season; specifically, after the Hudson public schools (elementary) have closed in June and prior to the date on which they open in September.

- D. Every motor vehicle participating in any races sponsored by a motor vehicle racetrack in Hudson will be equipped with mufflers or noise-reduction devices, which shall be approved by the Board of Selectmen.^[2]
[Amended 7-26-1988 by Ord. No. O88-3]
[2] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this subsection has been revised to replace "Executive Administrator" with "Board of Selectmen."*
- E. Any person operating a motor vehicle racetrack shall permit town officials, or their designated representatives, to conduct from time to time, at said person's expense, such noise level tests or readings as may be deemed appropriate and necessary by the Hudson Board of Selectmen.^[3]
[Amended 7-26-1988 by Ord. No. O88-3]
[3] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this subsection has been revised to replace "Executive Administrator" with "Board of Selectmen."*

§ 264-5. Restrictions in license.

Any license issued by the Hudson Board of Selectmen pursuant to § 264-3 shall contain the following:

- A. The proposed schedule of racing dates and hours of operation for which the license is requested.
- B. A requirement that the person operating the motor vehicle racetrack shall make public announcements, during and at the conclusion of a day's racing activities, requesting that spectators and participants observe local speed limits,^[2] refrain from littering and excessive noise and refrain from using streets when prohibited by local ordinance.^[3]
[2] *Editor's Note: For speed limit provisions, see Ch. 317, Vehicles and Traffic.*
[3] *Editor's Note: For street use restrictions, see Ch. 317, Vehicles and Traffic.*
- C. A requirement that the person operating the motor vehicle racetrack provide adequate trash receptacles on the premises, that said receptacles be emptied on a regular basis and that the premises constituting the racetrack be maintained in a neat and orderly fashion, including the parking areas, and that all cleanup activities be completed within 24 hours of the conclusion of any day's racing activities.
- D. A requirement that the racetrack be kept secure from unauthorized entry when not being used.

- [1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this section has been revised to replace "Executive Administrator" with "Board of Selectmen."*

§ 264-6. Inspections.

[Amended 7-26-1988 by Ord. No. O88-3]

The Hudson Board of Selectmen, Building Inspector and Health Officer are authorized to make announced or unannounced inspections of the property to ensure compliance with the requirements of this Article and any license issued hereunder.

- [1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this section has been revised to replace "Executive Administrator" with "Board of Selectmen."*

§ 264-7. Insurance.

[Amended 7-26-1988 by Ord. No. O88-3]

Any person operating a motor vehicle racetrack shall be required to provide such insurance as may be deemed necessary and appropriate by the Hudson Board of Selectmen. Certificates of said insurance shall be filed with the Board of Selectmen prior to the commencement of any racing season or meet.

- [1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this section has been revised to replace "Executive Administrator" with "Board of Selectmen."*

§ 264-8. Violations and penalties.

[Amended 7-26-1988 by Ord. No. O88-3]

- A. Any violation of the provisions of this Article or of a license issued by the Board of Selectmen hereunder shall be punishable by a fine not to exceed \$100 for each day that said violation exists. Any fines collected hereunder shall be paid into the general fund of the Town of Hudson.
- B. In addition to or instead of monetary fines, the Board of Selectmen is hereby authorized to revoke any permit issued hereunder where a violation of this Article or of a license issued hereunder exists and the same has not been corrected within five days of sending notice of the violation to the person operating the motor vehicle racetrack.

[1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this section has been revised to replace "Executive Administrator" with "Board of Selectmen."*

§ 264-9. Variances.

[Amended 7-26-1988 by Ord. No. O88-3]

The Board of Selectmen is hereby authorized to vary the requirements set forth in § 264-4B and C and the restrictions in § 264-5 if, in the opinion of the Selectmen, a significant hardship exists for the person operating the motor vehicle racetrack and no significant harm will result to the public health, safety and welfare.

[1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this section has been revised to replace "Executive Administrator" with "Board of Selectmen."*

Town of Hudson, NH
Tuesday, February 2, 2021

Chapter 264. Racetracks, Motor Vehicle

Article II. Hours of Operation in June

[Article 24, voted in the affirmative 3-15-1985 by the Annual Town Meeting, reads as follows: "To see if the Town will vote that, because of seasonal hot weather in the month of June that presents an unnecessary and unhealthy hardship, due to an ordinance which requires daytime racing only from noon to 5:45 p.m. until grammar school closing, the Hudson Speedway be allowed to operate on the first three Sundays of June between 3:00 p.m. and 8:30 p.m. in the daylight hours."]

[1] *Editor's Note: See also § 264-4B and C.*



TOWN OF HUDSON

Board of Selectmen



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6018 • Fax: 603-594-1143

Town of Hudson Public Notice

The Board of Selectmen will hold a public hearing on February 9th and February 23rd, in conjunction with their regularly scheduled meetings starting at or around 7:00 p.m., in the Hudson Community Center, 12 Lions Ave, to receive input from Town residents on amending Town Code 264-4 B, Racetracks, Regulations, to allow for racing on days other than Sundays and holidays at the Hudson Speedway.

Steve Malizia
Town Administrator

2/9/21
Public
Input

Malizia, Steve

From: Suzanne Roark <suzroark@comcast.net>
Sent: Tuesday, January 26, 2021 2:41 PM
To: BOSpublicInput
Subject: Amending Town Code 264-4 B

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Good afternoon,

I wanted to send an email in support of Amending Town Code 264-4 B to allow the Hudson Racetrack to extend their racing hours. Nice to see this great instution trying to make a comeback!

I sure do hope this locally owned and operated business will receive your support as well.

Thank you for your consideration,
Suzanne Roark
5 Gloria Avenue
Hudson, NH 03051
603-595-4828

Laffin, Jill

2/9/21
Public Input

From: MAUREEN ROBIDOUX <maureen.robidoux@comcast.net>
Sent: Wednesday, January 27, 2021 1:31 PM
To: BOSpublicInput
Subject: Hudson Speedway

Follow Up Flag: Flag for follow up
Flag Status: Flagged

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Good afternoon,

We are writing you today in regards to Hudson Speedway and their requests to add days or hours of operation.

We live at 29 Senter Farm Road which is located across the street from the racetrack. Every Sunday during the Spring Summer and Fall, Senter Farm Road is full of on street parking which is overflow from the parking lot at the track. It is a dangerous situation for the people who live on this street. The extra cars cause wear and tear on the road, trash is frequently dumped and vandalism to the culdesac area where cars just drive over the grassy area. Last year someone dumped 4 racecar tires into the field and we had to have it removed and disposed of.

We cannot enjoy the outdoors during the warm months on Sundays, due to the excessive noise the track causes however understand that this has been a tradition for many years. Adding additional days would surely be a noise nuisance along with the other issues described above.

We are opposed to any additional dates of racing other than Sundays at this time.

Maureen & Gary Robidoux
29 Senter Farm
603-860-3893

From: Hastings, Chris <CHastings@Vanderweil.com>
Sent: Wednesday, February 3, 2021 3:01 PM
To: BOSpublicInput
Subject: Board of Selectman meeting Amending 264-4 B, Racetracks, Regulations,
to allow Racing
on days other than Sunday and Holidays

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Dear Board of Selectmen. My name is Chris Hastings I live at 45 Senter Farm Road Hudson NH. Phone number 508-395-0674.

I AM OPPOSED TO the Town of Hudson amending Town Code 364 -4 B allowing racing on days other than Sunday and Holidays. As a resident living close to the track the parking situation that occurs on Old Derry Road, Senter Farm Road and Robinson Road is extremely dangerous and poorly managed. Cars park and pedestrians walk down these three (3) narrow roads with blind hills and corners in the immediate area of the racetrack. The 4 way intersection of Senter Farm, Putnam and Old Derry Road has both a blind hill and blind corner. The track often lets out after dark and the situation becomes more dangerous to cars and pedestrians. In spite of the fact that there are No Parking signs, all three roads are frequently clogged with parked cars often on both sides of the road.

The racetrack needs to provide parking for it's patrons or limit attendance to prevent residents in the area from the burden of these dangerous conditions which occur for the benefit of the racetrack.



TOWN OF HUDSON

Engineering Department




12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-51

8B

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: January 29, 2021

RE: Acceptance of the 2021 Exotic Aquatic Plant Control Grant from NHDES

Attached please find the Grant Agreement from the NHDES for the acceptance of the Exotic Aquatic Plant Control Grant. With this grant, the Town will receive up to a 40% cost match in 2021 for DASH (Diver Assisted Suction Harvesting) services for Robinson and Ottarnic Ponds. The NHDES believes that the herbicide (chemical) treatment will not be necessary this year.

The Town portion of the costs will come from the Conservation Commission Professional Services budget. The total grant amount will be for up to \$12,000.00, and will be broken down as follows:

DASH Work - Robinson & Ottarnic Ponds:

Total DASH Cost: up to \$ 30,000.00
DASH Grant Award: \$ 12,000.00
Town Cost: \$ 18,000.00
Contractor: A&E Commercial Dive Services

Motion:

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



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 22, 2021

RE: 2021 Exotic Aquatic Plant Control Grants

Dear Mr. Dhima:

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

	Herbicide Treatment	Diver/DASH
Total Cost	n/a	\$30,000.00 (15 days of diver/DASH work between both Robinson and Otternic as needed)
Grant Award	n/a	\$12,000.00
Local Cost	n/a	\$18,000.00
Service Provider	n/a	A&E Commercial Dive Services

Total Grant Award: \$12,000.00

DES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2021.

PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW:

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

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-7894 TDD Access: Relay NH 1-800-735-2964

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

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

Specifically, the certifying officer will:

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

Items 2, 3 and 4 should be completed and returned to my attention at the address below no later than February 15, 2021.

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

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

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

If you have not already done so, please confirm with the contractor(s) listed above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2021.

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

Sincerely,



Amy P. Smagula
Exotic Species Program Coordinator

CERTIFICATE OF AUTHORITY

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

hereby certify that:

(1) I am the duly elected _____ ;
(Office)

(2) at the meeting held on _____, the _____ voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the _____ further authorized the _____ to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and
remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

(Printed name of person who signed Grant Agreement)

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

(Signature of Certifying Officer)

STATE OF _____

County of _____

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

the undersigned officer, personally appeared _____ who acknowledged
(Printed Name of Certifying Officer)

him/herself to be the _____ of the Organization being authorized so to do,
(Office)

executed the foregoing instrument for the purpose therein contained.

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

(Notary Public Signature)

Commission Expiration Date:
(Seal)

Subject: CONTROL OF INVASIVE AQUATIC PLANTS

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Town of Hudson		1.4 Grantee Address 12 School Street Hudson, NH 03051	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$12,000
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number (603) 271-2248	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor	
<p>1.13 Acknowledgment: State of _____, County of _____</p> <p>On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace			
(Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
		Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By:		Attorney, On: / /	
1.17 Approval by the Governor and Council			
By:		On: / /	

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or
11.1.2 failure to submit any report required hereunder; or
11.1.3 failure to maintain, or permit access to, the records required hereunder; or
11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

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

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

Exhibit A
Scope of Services

1. The Town of Hudson is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil and fanwort, both invasive aquatic plants, have become a nuisance problem in various portions Robinson and Otternic Ponds, and the grantee is seeking grant funds to assist in control efforts in 2021.
3. The grantee shall ensure that the contractors (selected through a competitive bid process) adhere to the following project-specific tasks:

For the diver work in Robinson and Otternic Ponds in 2021, the grantee will ensure that the diver(s) perform(s) the following tasks:

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

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

Initials: _____

Date: _____

Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the Town of Hudson up to \$12,000, within 30 days of receiving a copy of the contractor's invoice(s) for completion of the tasks outlined in #3 above.

The grantee is responsible for paying the contractor.

The billing address shall be as follows:

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

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

Initials: _____
Date: _____

Exhibit C
Special Provisions

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

The town or subsidiary of the town will not be performing any of the work, only state approved contractors working under approved state permits and/or exemptions can conduct the work for this project.

Initials: _____
Date: _____

TOWN OF HUDSON NEW HAMPSHIRE PROJECT AGREEMENT**Dive Services for Invasive Weed Removal Project**

It is hereby agreed between the **Town of Hudson**, 12 School Street, Hudson, NH, 03051; and **AE Commercial Diving Services (AECDS)**, having its principal place of business at 100 Jennifer Ln, PO Box 417., Manchester Center, VT 05255, as follows:

Whereas, the Town of Hudson, working in coordination with The New Hampshire Department of Environmental Services, have been coordinating response efforts to control the spread of Variable Leaf Milfoil and Fanwort in Robinson Pond and Otternic Pond; and

Whereas, AECDS is experienced in the management and control of invasive species, including the removal of Variable Leaf Milfoil and Fanwort; and

Whereas, the Town of Hudson who has solicited proposals for milfoil management and control activities for 2021, will contract with AECDS, who has responded to such proposals indicating that it wishes to participate in the control and management programs pursuant to plans and specifications from that solicitation, and made a part hereof as if fully set forth herein (the "Plans").

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. AECDS will undertake, carry out and complete the harvesting and removal of Variable Leaf Milfoil and Fanwort in Robinson Pond and Otternic Pond as determined by the Town of Hudson and the State of New Hampshire DES. Said work will generally consist of the following:

- Use of the DASH harvesting and hand pulling methods to remove Variable Leaf Milfoil and Fanwort plants in defined areas.
- Variable Leaf Milfoil and Fanwort plants will be removed from the lake.
- Transfer, offload and stockpile all materials removed as per methodology used in previous jobs.
- AECDS will keep track of the locations cleared.

2. Terms of this agreement shall be effective as follows:

The Town of Hudson will cover the cost of one (1) – DASH boat & crew for late May, late July, and five (5) days to be split between the two ponds in August 2021 for a total of 25 days.

Terms of this agreement shall be effective for the period of time outlined above until they have been completed unless terminated sooner or extended as hereinafter provided.

3. In full and complete consideration of AECDS's satisfactory performance under this agreement, the Town of Hudson shall reimburse AECDS at the weekly rate of ten thousand dollars (**\$10,000.00**) for the milfoil harvesting for the work of a single (1) DASH boat & crew. AECDS will submit an invoice upon completion of its work for its services on a weekly basis. Any time missed due to weather or other reasons should be documented. Only completed work can be billed for under the agreement and payment shall be made by the Town of Hudson within 10 days of submission of invoices to the Town of Hudson.

4. AECDS will only undertake milfoil harvesting for the Town of Hudson upon the written request of the Town of Hudson via electronic mail or hard copy.

5. All work on the project will comply with all applicable laws, codes, ordinances, regulations, rules, and standards and will be performed in an environmentally sound manner.

6. Either AECDS or the Town of Hudson may terminate this agreement at any time by giving thirty (30) days written notice of termination to the other contracting party. In the case of termination by the Town of Hudson, AECDS shall, upon receipt of notice of termination, refrain from incurring any further costs under this agreement, and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Termination shall, however, not affect any commitments of AECDS that, in the sole discretion of the Town of Hudson have properly become legally binding prior to the effective date of termination, and that could not reasonably have been rescinded by AECDS. Any prepaid but unearned funds shall be returned to the Town of Hudson. In the event of termination by AECDS, all prepaid funds shall be immediately returned to the Town of Hudson.

All work to be performed hereunder by AECDS shall be to the reasonable satisfaction of the Town of Hudson. In the event the work being performed is unsatisfactory for any reason, the parties shall consult with one another immediately as to a remedy for any such unsatisfactory work and if, in the reasonable opinion of the Town of Hudson, the work performed by AECDS cannot be corrected by AECDS, the Town of Hudson may immediately terminate this agreement in writing to AECDS in which case the sole claim by AECDS shall be for work performed up to termination minus any reasonable costs of the Town of Hudson to correct and complete any work.

7. AECDS shall not be considered to be an agent or representative of the Town of Hudson for any purpose.

8. AECDS shall indemnify, hold harmless and defend the Town of Hudson from any and all damages, suits, liens, claims, actions and other liability arising in any way from AECDS's actions or inaction arising from or related to the Project (invasive weed harvesting in Robinson Pond and Otternic Pond) or from this agreement, either before or after completion of the Project or termination of this agreement, including any arising due to the modifications to the Project or to this agreement, and including costs of litigation and attorney fees.

9. Neither party may assign this agreement without the written consent of the other party.

10. AECDS may not subcontract any part of this work without the express, written consent of the Town of Hudson.

11. Insurance Requirements: AECDS and all subcontractors shall maintain the types and amounts listed below and shall deliver to the Town of Hudson Certificates of Insurance listing the Town of Hudson as Additionally Insured for the duration of the Project:

- Comprehensive Liability Insurance and Comprehensive Automobile Liability Insurance (if automobile is required to complete the scope of work) with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in aggregate.
- New Hampshire – required Worker Compensation Insurance, Employer’s Liability as required by law.

This agreement shall be interpreted under the laws of the State of New Hampshire.

The Town of Hudson, NH

**Private Contractor: AECDS
Commercial Diving Services**

By: _____

By: Chris Sheldon, President

Name & Title

Name & Title

Signature

Signature

Date

Date



TOWN OF HUDSON

Engineering Department




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

8D

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: January 29th, 2021

RE: Friars Drive – 8” and 12” Water Main Extension.

Mr. Malizia

The Planning Board recently approved an 81 apartment complex subdivision site plan listed with municipality water line. The owner of the property behind the apartment complex, Mr Peter Horne, as Trustee under the 5 Way Realty Trust, is requesting to extend the water line. Currently, the water line along Friars Drive is under construction and the approval if this additional water main will eliminate cutting the new road in the future. The new water main extension consist of:

1. Installation of 435 linear of 8 inch main along Friars Drive.
2. Installation of 215 linear of 8 inch main along Friars Drive.
3. Installation of two fire hydrants.

This project will be at no cost to the town and its will provide domestic and fire protection for future development for the 66 Acre lot.

My recommendation at this time is to approve this waterline extension.

Motion:

To approve and sign the proposed 8 and 12” inch water line extension agreement for Friars Drive.

AGREEMENT

LOWELL ROAD AND FRIARS DRIVE WATER SYSTEM EXTENSION

THIS AGREEMENT is made _____ day of _____, 2021, by and between Peter Horne, as Trustee under the 5 Way Realty Trust, with an address of P.O. Box 1435, North Hampton, New Hampshire 03862 (“the Applicant”), and the Town of Hudson, a municipal corporation of Hillsborough County, New Hampshire, with offices at 12 School Street, Hudson, New Hampshire 03051 (the “Town”).

RECITALS:

- 1.01 The Applicant is the owner of certain real estate situated in the Town of Hudson, Hillsborough County, New Hampshire, with an address of 161 Lowell Road, and shown as Map 209, Lot 001-000 on the Town of Hudson Tax Maps, and as Lot 209-001-000 on Plan number 40568 in the Hillsborough County Registry of Deeds (the “Premises”).
- 1.02 Presently, the Town’s water system extends along Lowell Road and within the Premise.
- 1.03 The Applicant desires to extend the Town’s water system to the Premises and then further extend the Town’s water system through the Premises by installing an 8 and 12 - inch ductile water main as shown on the Plans for the purpose of providing domestic water and fire protection to the Premises.
- 1.04 The applicant has a subdivision approval by the Hudson Planning Board, as shown on the said Plan number 40568 (“the Subdivision Plan”).

Agreement to do Work

- 2.01 The parties agree that the recitals set forth above are true, accurate and complete.
- 2.02 The Applicant shall cause the following work to be undertaken and completed the (project) “Work”:

- 2.02.1 The installation of an 12 – inch ductile water main from the end of the existing town water main located along the proposed portion of Friar Drive and the Premises.¹ Such 12 inch water main shall be located on the Premises within the proposed future proposed Right of Way for Friar Drive as shown on the Subdivision Plan.
- 2.02.2 The Applicant shall undertake all necessary work within Friar Drive and on its Premises to install the 12” water main, gate valves, service lines, with gates, and fire hydrants. This work shall include, but is not limited to, reclaiming pavement with trenching and installation of the 12” water main and service lines. This work shall also include associated loaming and seeding on or adjacent to the premises. The scope of work and limits of construction shall be approved prior to the commencement of construction by the subdivision. All such work shall be undertaken in coordination with the Dakota Partners Inc. and the Town of Hudson Town Engineer. All such work shall be approved as to quality and workmanship by Town of Hudson Engineering and Public Works Department.

Inspections

- 3.01 The Applicant shall pay all applicable fees and inspection costs related to the Work.

Certain Fees/Bonding

- 4.01 The Applicant shall pay any and all hook-up assessments or extension fees including capital assessment fees for the Work.

General

- 5.01 The Town represents to the Applicant that its Board of Selectmen are duly authorized to approve this Agreement on behalf on the Town and bind the Town hereto.
- 5.02 This Agreement is a complete and accurate statement of the agreement between the parties and any and all prior agreements, representations, understandings, oral or written by and between the parties with respect to the subject matter hereof, are hereby expressly superseded, and this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto.
- 5.03 This Agreement shall be governed by and construed in accordance with the law of the State of New Hampshire without regard to its conflict of law rules or principles.
- 5.04 This Agreement amends or supplements, but does not replace, the prior Agreement(s), permits, and approvals between the Town and Dakota Partners, Inc, relative to the 8” water main, and other work.

¹ “The existing town water main” includes both the existing water main on the western end of Friars Drive, and the 8” water main installed, or to be installed, by Dakota Partners Inc on the eastern end of Friars Drive.

IN WITNESS WHEREOF, the Town and the Applicant have caused this Agreement to be duly executed by their respective representatives the date first set forth above.


Witness

By: Peter Horne
Peter Horne, as Trustee under the
5 Way Realty Trust

Town of Hudson its Board of Selectman

Witness

By: _____
Its: _____
Duly Authorized Selectmen

Witness

By: _____
Its: _____
Duly Authorized Selectmen

Witness

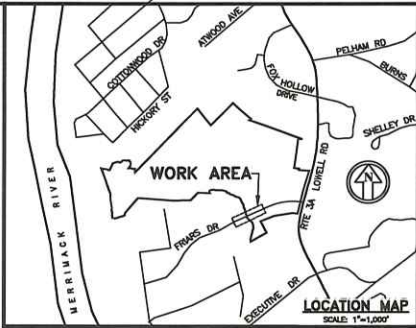
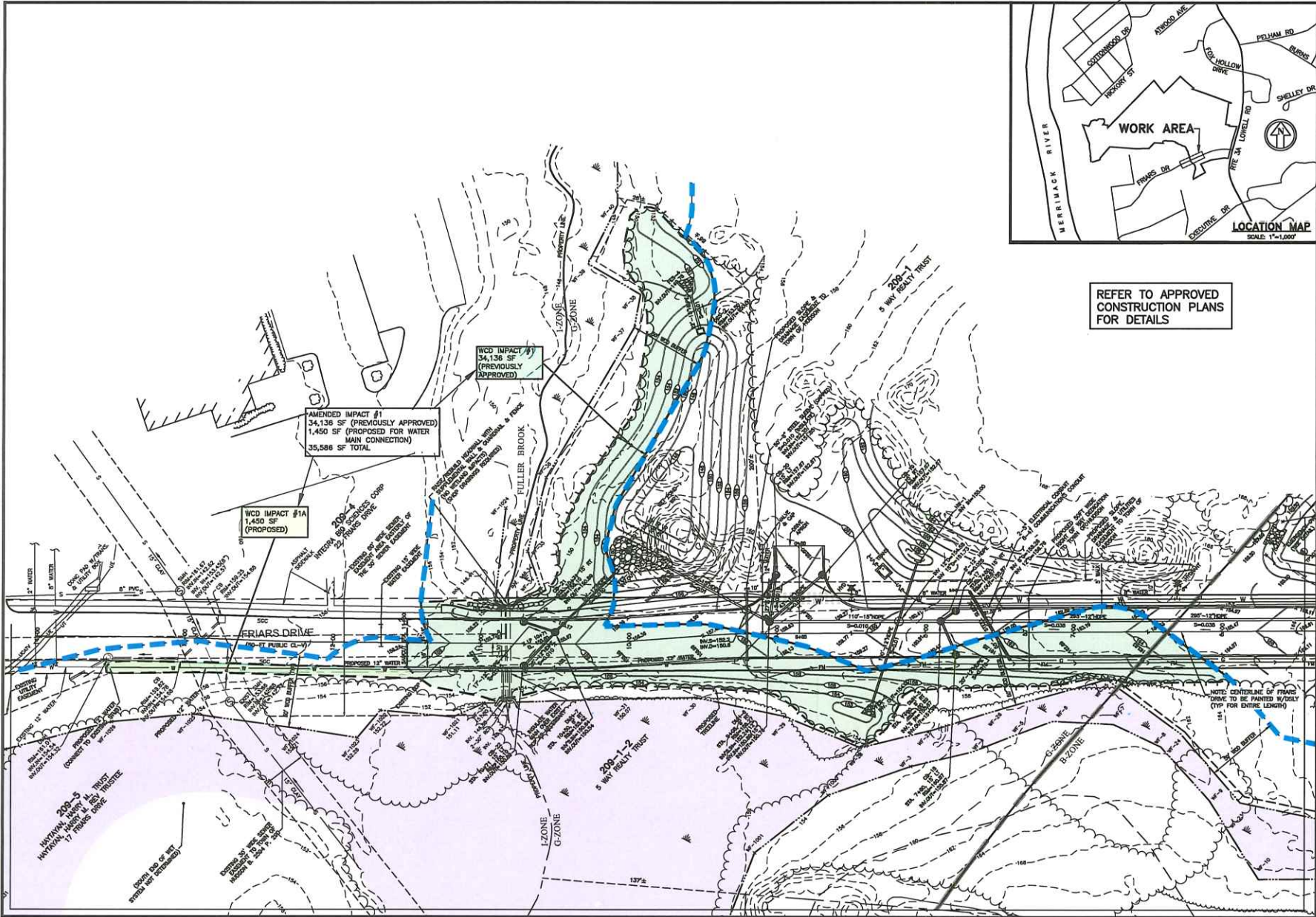
By: _____
Its: _____
Duly Authorized Selectmen

Witness

By: _____
Its: _____
Duly Authorized Selectmen

Witness

By: _____
Its: _____
Duly Authorized Selectmen

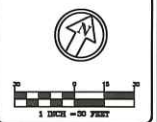


REFER TO APPROVED CONSTRUCTION PLANS FOR DETAILS



The Dubay Group, Inc.
120 Harvey Rd. Box 83101
Lonsdale, NH 03053
603-458-6462

Engineers
Planners
Surveyors
TheDubayGroup.com



REV.	DATE	COMMENTS	BY
2	1/14/21	MSG. REVLS.	JWG
3	1/20/21	MSG. REVLS.	JWG
4	1/21/21	ADD WETLAND & TL	JWG

DRAWN BY: WBA
CHECKED BY: KRJ
DATE: DEC. 31, 2020
SCALE: 1"=30'
FILE: 475-ROADPLAN
DEED REF:

PROJECT:
FRIARS DRIVE
MAP 289 LOT 1
101 LOWELL ROAD
HUDSON, NH
PREPARED FOR:

CASTAGNA
CONSULTING GROUP
ABENAGUI MEADOWS
13 BUCKSKIN LANE
NORTH HAMPTON, NH 03862
PHONE: 603-825-1912
CELL: 603-540-7106
Michael@CastagnaConsultingGroup.com

OWNER:
5 WAY REALTY TRUST
PETER HORNE, TRUSTEE
PO BOX 1435
N. HAMPTON, NH 03862

SHEET TITLE:
**FRIARS DRIVE
UTILITY
INTERCONNECT
PLAN**

N:\PROJECTS\475-The Bay Road, Hudson\DWG\CAD\DWG\475-ROADPLAN.dwg



The Dubay Group, Inc.
 126 Harvey Rd. (Rte 101)
 Londonderry, NH 03051
 603-456-4642

Engineers
 Planners
 Surveyors
 TheDubayGroup.com



REV.	DATE	REVISIONS	BY
1	1/14/21	MISC. REV.	JAG
2	1/14/21	MISC. REV.	JAG
3	1/20/21	MISC. REV.	JAG
4	1/21/21	MISC. REV.	JAG

DRAWN BY: **AW**
 CHECKED BY: **KRG**
 DATE: **OCT. 8, 2019**
 SCALE: **1"=40' BY FILE**
 FILE: **475-ROADPROFILE**
 DESIG. REF:

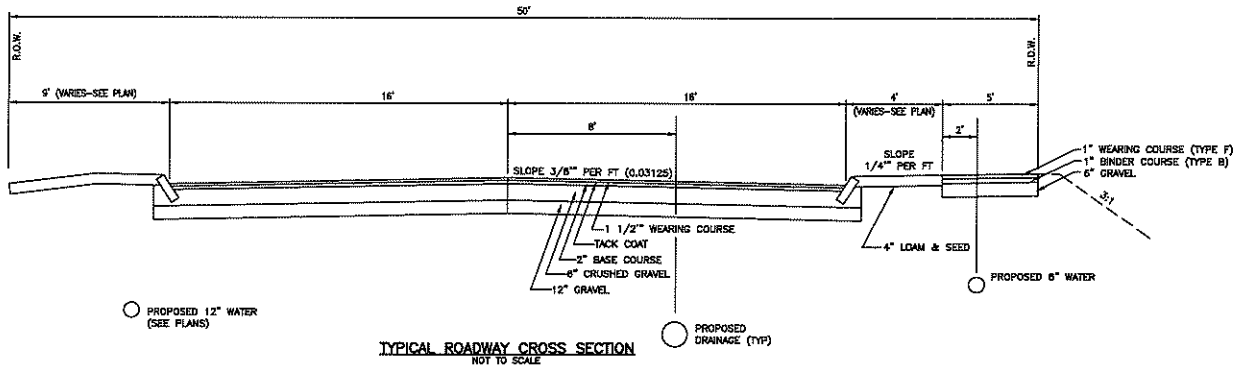
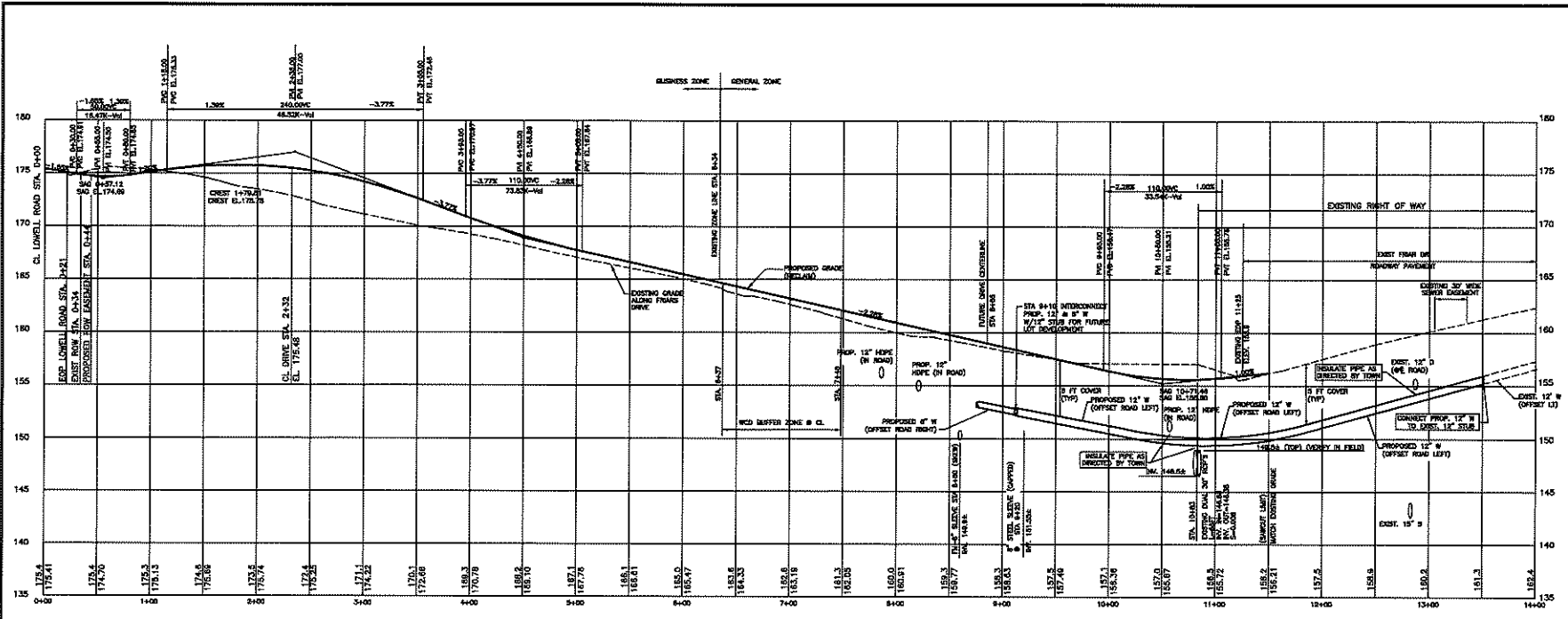
PROJECT:
**FRIARS DRIVE
 MAP 269 LOT 1
 101 LOWELL ROAD
 HUDSON, NH**
 PREPARED FOR:

CASTAGNA
 CONSULTING GROUP
 AGENAGLE MEADOWS
 13 BUCKSON LANE
 NORTH HAMPTON, NH 03852
 PHONE 603-825-1912
 CELL 603-540-7109
 Mailto:Castagna@CastagnaGroup.com

OWNER:
**5 WAY REALTY TRUST
 PETER HORNE, TRUSTEE
 PO BOX 1435
 N. HAMPTON, NH 03852**

SHEET TITLE:
**ROAD
 RECONSTRUCTION
 PROFILE
 &
 TYPICAL SECTION**

PROJECT #475 SHEET 2 of 2



H:\PROJECTS\475-Profiles\Road\Hudson\HMD\CLASSIFIED\475-ROADPROFILE.dwg

Agenda
2-9-21

8E

Town of Hudson
Revenues and Expenditures
Through January 31, 2021

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: January 31, 2021

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	General Fund									
			2,818	0	0	2,818	783	0	2,035	28%
4199	5020	Trustees of Trust Funds	1,250	0	0	1,250	135	0	1,115	11%
4195	5025	Cemetery Trustees	400,467	0	49,468	449,935	264,678	2,934	182,322	59%
4140	5030	Town Clerk/Tax Collector	32,762	0	2,934	35,696	14,840	825	20,031	44%
4140	5041	Moderator	6,286	0	0	6,286	3,072	0	3,214	49%
4140	5042	Supervisors of The Checklist	8,074	0	0	8,074	4,710	0	3,364	58%
4199	5050	Town Treasurer	1,300	0	0	1,300	220	0	1,080	17%
4199	5055	Sustainability Committee	1,100	0	0	1,100	277	0	823	25%
4520	5063	Benson Park Committee	800	0	0	800	11	0	789	1%
4199	5070	Municipal Budget Committee	4,170	0	0	4,170	3,227	16	927	78%
4140	5077	IT - Town Officers	100	0	0	100	3	0	97	3%
4199	5080	Ethics Committee	459,127	0	52,402	511,529	291,955	3,776	215,798	58%
		Town Officers								
4130	5110	Board of Selectmen/Administration	392,579	2,500	30,758	425,837	260,771	3,455	161,611	62%
4194	5115	Oakwood	2,275	0	0	2,275	2,738	0	(463)	120%
4194	5120	Town Hall Operations	104,633	0	243,650	348,283	302,086	98	46,099	87%
4442	5151	Town Poor	80,000	0	0	80,000	24,393	0	55,607	30%
4130	5177	IT - Town Administration	800	0	2,737	3,537	9,278	0	(5,741)	262%
		Administration	580,287	2,500	277,145	859,932	599,265	3,554	257,113	70%
4153	5200	Legal	136,560	0	(2,737)	133,823	48,661	22,682	62,479	53%
4150	5310	Finance Administration	196,214	0	0	196,214	119,064	15,194	61,956	68%
4150	5320	Accounting	286,671	0	0	286,671	152,899	12,753	121,019	58%
4150	5377	IT - Finance	2,350	0	816	3,166	1,269	329	1,567	51%
		Finance	485,235	0	816	486,051	273,232	28,277	184,542	62%
4150	5330	Information Technology	751,454	0	475	751,929	476,408	37,255	238,265	68%
		Information Technology	751,454	0	475	751,929	476,408	37,255	238,265	68%
4152	5410	Assessing Department	444,911	0	0	444,911	210,828	66,528	167,556	62%
4152	5477	IT- Assessing	14,650	0	0	14,650	1,684	0	12,966	11%
		Assessing	459,561	0	0	459,561	212,512	66,528	180,521	61%
4312	5515	Public Works Facility	99,903	800	(150)	100,553	80,732	4,427	15,394	85%
4312	5551	Public Works Administration	272,461	0	5,518	277,979	173,260	477	104,242	63%
4312	5552	Streets	2,836,891	0	99,577	2,936,468	1,982,459	222,367	731,642	75%
4312	5553	Equipment Maintenance	474,079	0	6,489	480,568	240,022	16,537	224,008	53%
4312	5554	Drainage	531,385	0	82,304	613,689	360,587	109	252,993	59%
4522	5556	Parks Division	237,327	0	6,716	244,043	117,488	9,389	117,166	52%
4312	5577	IT - Public Works	5,240	0	0	5,240	6,558	387	(1,705)	133%
		Public Works	4,457,286	800	200,454	4,658,540	2,961,107	253,694	1,443,739	69%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: January 31, 2021

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
									(1,056)	117%
4191	5277	IT - LUD	6,300	0	0	6,300	3,953	3,403		
4191	5571	LUD - Planning	245,819	0	0	245,819	159,131	27,096	59,592	76%
4191	5572	LUD - Planning Board	8,350	0	0	8,350	452	0	7,898	5%
4191	5581	LUD - Zoning	202,221	0	0	202,221	113,171	1,786	87,264	57%
4191	5583	LUD - Zoning Board of Adj	16,500	0	0	16,500	9,712	5,847	942	94%
4311	5585	LUD - Engineering	390,578	0	0	390,578	189,507	91,293	109,779	72%
		Land Use	869,768	0	0	869,768	475,925	129,424	264,419	70%
4210	5610	Police Administration	333,864	0	16,052	349,916	257,053	11,462	81,401	77%
4210	5615	Police Facility Operations	287,732	30,690	0	318,422	213,832	22,640	81,950	74%
4210	5620	Police Communications	685,916	0	39,462	725,378	436,707	453	288,218	60%
4210	5630	Police Patrol	6,233,526	3,554	298,486	6,535,566	3,892,210	63,635	2,579,722	61%
4210	5640	Investigations	13,820	0	0	13,820	8,883	900	4,037	71%
4414	5650	Animal Control	120,509	0	1,480	121,989	64,688	1,080	56,221	54%
4210	5660	Information Services	154,488	0	14,335	168,823	104,183	0	64,640	62%
4210	5671	Support Services	88,023	0	199	88,222	47,703	16,036	24,482	72%
4210	5672	Crossing Guards	58,755	0	0	58,755	25,074	0	33,681	43%
4210	5673	Prosecutor	321,692	0	13,030	334,722	198,044	1,154	135,524	60%
4210	5677	IT - Police	93,629	0	0	93,629	62,300	17,795	13,534	86%
		Police	8,391,954	34,244	383,044	8,809,242	5,310,677	135,156	3,363,408	62%
4220	5710	Fire Administration	726,510	0	29,385	755,895	435,641	17,931	302,324	60%
4220	5715	Fire Facilities	141,635	0	4,705	146,340	91,588	11,035	43,717	70%
4220	5720	Fire Communications	384,845	0	0	384,845	244,783	2,249	137,813	64%
4220	5730	Fire Suppression	5,265,180	7,103	402,694	5,674,977	3,495,282	66,754	2,112,941	63%
4220	5740	Fire Inspectional Services	513,274	0	0	513,274	270,572	1,026	241,677	53%
4220	5750	Fire Emergency Medical Services	0	0	(33)	(33)	0	(62)	28	186%
4220	5765	Fire Alarm	3,746	0	0	3,746	4,159	750	(1,163)	131%
4220	5770	Emergency Management	86,368	0	44,624	130,992	61,539	16,040	53,413	59%
4220	5777	IT - Fire	45,506	0	0	45,506	32,342	4,716	8,448	81%
		Fire	7,167,064	7,103	481,375	7,655,542	4,635,904	120,440	2,899,198	62%
4520	5810	Recreation Administration	160,645	0	0	160,645	40,357	1,500	118,788	26%
4520	5814	Recreation Facilities	77,384	0	0	77,384	32,602	7,447	37,335	52%
4520	5821	Supervised Play	120,063	0	(53,991)	66,072	2,764	0	63,308	4%
4520	5824	Ballfields	12,242	0	0	12,242	337	0	11,905	3%
4520	5825	Tennis	0	0	0	0	1,750	0	(1,750)	0%
4520	5826	Lacrosse	12,366	0	0	12,366	0	0	12,366	0%
4520	5831	Basketball	52,604	0	(4,000)	48,604	6	0	48,598	0%
4520	5834	Soccer	13,314	0	0	13,314	7,492	0	5,822	56%
4520	5835	Senior Activities Operations	60,150	0	0	60,150	1,270	423	58,457	3%
4520	5836	Teen Dances	1,500	0	0	1,500	0	0	1,500	0%
4520	5839	Community Activities	7,060	0	0	7,060	1,366	0	5,694	19%
4520	5877	IT - Recreation	7,065	0	0	7,065	1,570	0	5,495	22%
		Recreation	524,393	0	(57,991)	466,402	89,514	9,370	367,518	21%

Town of Hudson, NH
Appropriations and Revenue Summary
 Month Ending: January 31, 2021

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
			519,000	0	0	519,000	500,807	0	18,193	96%
4196	5910	Insurance	90,508	0	0	90,508	82,008	0	8,500	91%
4199	5920	Community Grants	5,600	0	0	5,600	0	0	5,600	0%
4583	5930	Patriotic Purposes	165,460	0	0	165,460	17,369	1,274	146,816	11%
4199	5940	Other Expenses	276,971	0	0	276,971	161,566	0	115,405	58%
4220	5960	Hydrant Rental	1,677,130	0	0	1,677,130	869,518	779,775	27,837	98%
4321	5970	Solid Waste Contract	2,734,669	0	0	2,734,669	1,631,269	781,049	322,352	88%
		Non-Departmental								
		General Fund Appropriation Subtotal	27,017,358	44,647	1,334,982	28,396,987	17,006,431	1,591,204	9,799,353	65.5%
		Warrant Articles								
			0	1,406,338	0	1,406,338	17,720	1,388,617	0	100%
4901	6015	Widening Lowell Rd from Wason to Sag	15,000	0	0	15,000	15,000	0	0	100%
4152	6040	Future Prop. Revaluation CRF	363,568	0	(363,568)	0	0	0	0	100%
4220	6054	Hire Four Firefighters/AEMTs	25,000	0	0	25,000	25,000	0	0	100%
4220	6057	Fire Apparatus Refurb & Repr CRF	377,464	0	(377,464)	0	0	0	0	100%
4210	6058	Police Union Contract	85,493	0	(85,493)	0	0	0	0	100%
4312	6062	Public Works Union Contract	0	131,800	(32,950)	98,850	98,850	0	0	100%
4902	6089	Communication Systems	15,000	0	0	15,000	15,000	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	170,000	0	0	170,000	0	0	170,000	0%
4902	6200	Fire Squad Vehicle	810,000	0	0	810,000	0	635,000	175,000	78%
4915	6201	Commun Equip & Infrast CRF	25,000	0	0	25,000	25,000	0	0	100%
4915	6208	Library Improvements CRF	125,000	0	0	125,000	0	0	125,000	0%
4909	6212	Taylor Falls & Vet Bridge Rehabilitation	111,111	0	(111,111)	0	0	0	0	100%
4312	6213	Hire Two Truck Driver/Laborers	25,000	0	0	25,000	25,000	0	0	100%
3319	6319	Establish an Energy Efficiency CRF	0	0	0	0	230,283	0	(230,283)	100%
0000	6434	Operating Transfer to Library	0	0	0	0	0	0	0	100%
0000	6436	Operating Transfer to Cons Co.	2,147,636	1,538,138	(970,586)	2,715,188	451,853	2,023,617	239,717	91%
		General Fund Warrant Articles								
		General Fund Total Budget	29,164,994	1,582,785	364,396	31,112,175	17,458,284	3,614,821	10,039,070	68%
02		Sewer Fund								
			159,899	0	0	159,899	112,339	5,347	42,213	74%
4326	5561	Sewer Billing & Collection	1,165,734	120,000	34,873	1,320,607	669,632	328,946	322,029	76%
4326	5562	Sewer Operation & Maintenance	785,000	0	0	785,000	54,980	26,568	703,453	10%
4326	5564	Sewer Capital Projects	2,716	0	(2,716)	0	0	0	0	100%
4312	6062	Public Works Union Contract	37,037	0	(37,037)	0	0	0	0	100%
4312	6213	Hire Two Truck Driver/Laborers	15,000	0	0	15,000	15,000	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	2,165,386	120,000	(4,880)	2,280,506	851,951	360,861	1,067,694	53%
		Sewer Fund								
03		Water Fund								
			285,543	0	0	285,543	194,308	13,903	77,333	73%
4332	5591	Water - Administration	1,409,742	0	0	1,409,742	604,025	359,181	446,536	68%
4332	5592	Water - Ops & Maintenance	809,000	41,537	0	850,537	452,520	287,251	110,767	87%
4335	5593	Water - Supply	1,298,006	0	0	1,298,006	1,298,006	0	0	100%
4332	5594	Water - Debt Service	3,802,291	41,537	0	3,843,828	2,548,858	660,334	634,636	83%
		Water Fund								
		Total General, Sewer, Water Funds	35,132,671	1,744,322	P4 359,516	37,236,509	20,859,092	4,636,017	11,741,400	68%

Town of Hudson, NH
 Appropriations and Revenue Summary
 Month Ending: January 31, 2021

State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
			<u>Budgeted Revenue</u>		<u>Supplemental Budget</u>	<u>Adjusted Revenue</u>	<u>Revenues</u>	<u>Use of Fund Balance</u>	<u>Balance</u>	
		General Fund Revenue	30,383,049		1,057,656	31,440,705	24,697,055	0	6,743,650	79%
		Sewer Fund Revenue	2,162,670		0	2,162,670	940,152	0	1,222,518	43%
		Water Fund Revenue	3,802,291		0	3,802,291	2,437,908	0	1,364,383	64%
Total General, Sewer, Water Funds Revenue			36,348,010	0	1,057,656	37,405,666	28,075,115	0	9,330,552	75%
Other Funds										
State #	Dept #	Department	Budget FY 2021	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
04	5060	Library	1,162,586	0	0	1,162,586	610,021	944	551,621	53%
05	5598	Land Use Change Tax Fund	0	0	0	0	0	0	0	100%
06	5586	Conservation Commission	52,753	40,204	(24,368)	68,589	31,455	0	37,134	46%
14	5630	Police Forfeiture Fund	0	40,220	0	40,220	142,750	387	(102,916)	100%
35	5845	Senior Activities Revolving Fund	0	51,244	0	51,244	0	51,244	0	100%
45	5045	Community TV Revolving Fund	0	0	7,904	7,904	173,411	158,635	(324,142)	100%
46	8901	Grants	0	0	0	0	0	0	0	100%
50	5750	EMS Revolving Fund	423,322	0	270	423,592	170,871	22,714	230,007	46%
		Other Funds	1,638,661	131,668	(16,195)	1,754,135	1,128,507	233,924	391,704	78%
			<u>Budgeted Revenue</u>		<u>Supplemental Budget</u>	<u>Adjusted Revenue</u>	<u>Revenues</u>	<u>Use of Fund Balance</u>	<u>Balance</u>	
		Senior Activities Revolving Fund	0			0	(5,757)		5,757	0%
		Community TV Revolving Fund	0			0	155,944		(155,944)	0%
		EMS Revolving Fund	423,322			423,322	171,656		251,666	0%
Total Expenditures All Funds			36,771,332	1,875,991	343,322	38,990,644	21,987,599	4,869,941	12,133,104	69%

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Month End Revenue
Town of Hudson, NH
As Of: January 2021, GL Year 2021

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
General Fund		0.00	0.00	0.00	0.00	0.000
1-0000-4913-000-000	Transfer from Land Use Change Fund	9,675.00	0.00	0.00	9,675.00	0.000
1-0000-4914-000-000	Library Revenue	19,509,486.00	0.00	18,942,457.18	567,028.82	97.094
1-3110-4100-000-000	General Property Taxes	-185,000.00	-5,885.45	-29,217.31	-155,782.69	15.793
1-3110-4101-000-000	Overlay	1,500.00	0.00	0.00	1,500.00	0.000
1-3185-4120-000-000	Yield Taxes and Interest	12,816.00	0.00	0.00	12,816.00	0.000
1-3186-4115-000-000	In Lieu of Taxes	3,000.00	0.00	0.00	3,000.00	0.000
1-3189-4121-000-000	Excavation Activity Tax	7,000.00	604.52	2,293.43	4,706.57	32.763
1-3189-4127-000-000	Boat Tax	5,000.00	255.54	-2,402.68	7,402.68	-48.054
1-3190-4203-000-000	Charges on Property Taxes	160,000.00	12,611.86	66,604.98	93,395.02	41.628
1-3190-4204-000-000	Interest on Property Taxes	5,420,000.00	542,185.80	3,375,292.30	2,044,707.70	62.275
1-3220-4201-000-000	Motor Vehicle Permits	15,000.00	500.00	7,000.00	8,000.00	46.667
1-3230-4216-000-000	Certificate of Occupancy Permit	275,000.00	9,999.40	192,202.34	82,797.66	69.892
1-3230-4218-000-000	Building Permits	6,000.00	1,100.00	4,800.00	1,200.00	80.000
1-3230-4381-000-000	Septic Inspection Fees	5,000.00	0.00	300.00	4,700.00	6.000
1-3290-4209-000-000	Excavation Permits	2,000.00	100.00	1,550.00	450.00	77.500
1-3290-4214-000-000	Driveway Permits	0.00	0.00	0.00	0.00	0.000
1-3290-4217-000-000	Health Permits	4,000.00	172.00	1,362.00	2,638.00	34.050
1-3290-4221-000-000	Pistol Permits	0.00	175.00	350.00	-350.00	0.000
1-3290-4233-000-000	Oil Burner/Kerosene Permits	2,800.00	355.00	2,050.00	750.00	73.214
1-3290-4238-000-000	Police Alarm Permit	2,000.00	20.00	940.00	1,060.00	47.000
1-3290-4239-000-000	Fire - Place of Assembly	1,500.00	174.50	1,353.00	147.00	90.200
1-3290-4254-000-000	Fire Alarm Permits	3,000.00	203.55	3,085.95	-85.95	102.865
1-3290-4312-000-000	Zoning Application Fees	120,000.00	112.65	87,268.59	32,731.41	72.724
1-3290-4313-000-000	Planning Board Fees	3,000.00	0.00	725.00	2,275.00	24.167
1-3290-4315-000-000	Sewer Service Permit	7,000.00	0.00	5,220.00	1,780.00	74.571
1-3290-4321-000-000	UCC Filings	7,000.00	137.00	20,957.00	-13,957.00	299.386
1-3290-4322-000-000	Vital Statistics	0.00	0.00	0.00	0.00	0.000
1-3290-4323-000-000	Police Fines, Forfeit, Court	8,000.00	66.00	9,539.00	-1,539.00	119.238
1-3290-4325-000-000	Animal Control Fines/Fees	100.00	0.00	0.00	100.00	0.000
1-3290-4326-000-000	Notary Fees					

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Month End Revenue
Town of Hudson, NH
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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
		2,000.00	200.00	645.00	1,355.00	32.250
1-3290-4327-000-000	Parking Violation Fees	0.00	0.00	0.00	0.00	0.000
1-3290-4328-000-000	Street Acceptance/Opening Fee	15,000.00	0.00	6,865.00	8,135.00	45.767
1-3290-4334-000-000	Construction Inspection Fee	1,100.00	0.00	270.00	830.00	24.545
1-3290-4335-000-000	Animal Boarding Fees	1,500.00	1.00	419.00	1,081.00	27.933
1-3290-4343-000-000	Copy Fees and Sale of Books	2,500.00	0.00	961.66	1,538.34	38.466
1-3290-4347-000-000	Bad Check Fees	10,000.00	600.00	5,100.00	4,900.00	51.000
1-3290-4356-000-000	Police False Alarm Fines	4,000.00	-767.00	1,808.00	2,192.00	45.200
1-3290-4421-000-000	Marriage Licenses	1,000.00	125.00	607.00	393.00	60.700
1-3290-4422-000-000	Hawker/Peddler License	0.00	0.00	5.00	-5.00	0.000
1-3290-4427-000-000	Articles of Agreement	0.00	0.00	0.00	0.00	0.000
1-3290-4428-000-000	Pole Licenses	0.00	0.00	50.00	-50.00	0.000
1-3290-4430-000-000	Scrap Metal License	18,000.00	18.00	6,216.00	11,784.00	34.533
1-3290-4450-000-000	Animal Control Licenses	1,000.00	500.00	2,250.00	-1,250.00	225.000
1-3290-4451-000-000	Drain Layers License	268,277.00	0.00	262,412.93	5,864.07	97.814
1-3351-4840-000-000	Shared Revenue - Municipal Aid	1,291,333.00	0.00	0.00	1,291,333.00	0.000
1-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	539,910.00	107,981.91	431,927.67	107,982.33	80.000
1-3353-4610-000-000	Shared Revenue - Highway Block Grant	26,000.00	0.00	22,164.29	3,835.71	85.247
01-3359-4656-000-000	Grants - Police	499,882.00	0.00	90,882.26	408,999.74	18.181
01-3359-4657-000-000	Grants - Fire	10,000.00	0.00	1,634.47	8,365.53	16.345
01-3359-4659-000-000	Grants - Other	405,747.07	0.00	525,534.46	-119,787.39	129.523
01-3359-4660-000-000	Grants - Pandemic	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4300-000-000	Sewer Utility Admin Fee	66,000.00	0.00	66,000.00	0.00	100.000
01-3379-4301-000-000	Water Utility Admin Fee	7,000.00	660.00	4,247.00	2,753.00	60.671
01-3401-4324-000-000	Police Record Fees	500.00	0.00	112.00	388.00	22.400
01-3401-4342-000-000	Sale of Checklists	1,000.00	32.95	2,282.27	-1,282.27	228.227
01-3401-4708-000-000	Welfare Reimbursement	0.00	0.00	64.03	-64.03	0.000
01-3401-4716-000-000	Cash Over/Short	150,000.00	3,304.54	160,279.54	-10,279.54	106.853
01-3401-4720-000-000	Police Outside Detail	30,000.00	17,284.91	31,196.31	-1,196.31	103.988
01-3401-4729-000-000	Contracted Services - Litchfield	422,000.00	0.00	181,672.54	240,327.46	43.050
01-3401-4730-000-000	Ambulance Billings	-22,000.00	0.00	-10,016.59	-11,983.41	45.530
01-3401-4731-000-000	Charges on Ambulance Receivables					

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	500.00	144.00	833.00	-333.00	166.600
1-3401-4732-000-000	77,000.00	0.00	38,985.95	38,014.05	50.631
1-3401-4745-000-000	0.00	0.00	1,490.00	-1,490.00	0.000
1-3401-4746-000-000	90,380.99	9,659.41	71,562.26	18,818.73	79.178
1-3401-4748-000-000	500.00	420.00	7,377.10	-6,877.10	###.###
1-3401-4756-000-000	500.00	1,873.41	2,418.41	-1,918.41	483.682
1-3401-4757-000-000	0.00	0.00	0.00	0.00	0.000
1-3401-4758-000-000	500.00	0.00	2,646.00	-2,146.00	529.200
1-3401-4759-000-000	0.00	0.00	0.00	0.00	0.000
1-3401-4761-000-000	0.00	0.00	1,800.00	-1,800.00	0.000
1-3401-4762-000-000	20,000.00	0.00	-150.00	20,150.00	-0.750
1-3401-4764-000-000	4,000.00	0.00	0.00	4,000.00	0.000
01-3401-4765-000-000	1,500.00	0.00	0.00	1,500.00	0.000
01-3401-4766-000-000	13,000.00	0.00	0.00	13,000.00	0.000
01-3401-4767-000-000	12,000.00	0.00	0.00	12,000.00	0.000
01-3401-4768-000-000	5,000.00	0.00	0.00	5,000.00	0.000
01-3401-4769-000-000	55,000.00	1,125.40	1,892.25	53,107.75	3.440
01-3501-4704-000-000	-10,000.00	0.00	-3,518.52	-6,481.48	35.185
01-3502-4702-000-000	261,000.00	0.00	16,052.45	244,947.55	6.150
01-3502-4703-000-000	3,000.00	0.00	0.00	3,000.00	0.000
01-3503-4373-000-000	1,198.54	50.00	13,050.00	-11,851.46	###.###
01-3508-4556-000-000	0.00	0.00	7,100.00	-7,100.00	0.000
01-3508-4557-000-000	0.00	355.80	995.80	-995.80	0.000
01-3508-4558-000-000	0.00	0.00	1,200.00	-1,200.00	0.000
01-3508-4559-000-000	935,000.00	0.00	0.00	935,000.00	0.000
01-3914-4996-000-000	170,000.00	0.00	0.00	170,000.00	0.000
01-3915-4922-000-000	600,000.00	0.00	0.00	600,000.00	0.000
01-3939-4999-000-000					
Totals	31,440,705.60	706,456.70	24,697,055.32	6,743,650.28	78.551
General Fund					

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sewer Fund						
2-3190-4180-000-000	Interest on Sewer Utility	21,000.00	105.23	13,774.08	7,225.92	65.591
2-3190-4181-000-000	Sewer Betterment Interest	500.00	0.00	0.00	500.00	0.000
2-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	0.000
2-3403-4780-000-000	Sewer Base Charges	555,500.00	139,879.47	418,913.89	136,586.11	75.412
2-3403-4781-000-000	Sewer Consumption Charges	628,259.00	126,020.66	448,936.83	179,322.17	71.457
2-3409-4783-000-000	Sewer Capital Assessment Other Chg	500.00	0.00	0.00	500.00	0.000
2-3500-4773-000-000	Otarnic Pond Betterment Assessment	24,911.00	0.00	0.00	24,911.00	0.000
2-3500-4782-000-000	Sewer Capital Assessment	50,000.00	0.00	29,971.62	20,028.38	59.943
2-3502-4702-000-000	Bank Charges	-3,000.00	0.00	-1,161.95	-1,838.05	38.732
2-3508-4561-000-000	Donations - Sewer	0.00	30,000.00	30,000.00	-30,000.00	0.000
02-3509-4786-000-000	Sewer - Other Income/(Expenses)	0.00	0.00	-282.55	282.55	0.000
02-3915-4922-000-000	From Capital Reserve Fund	745,000.00	0.00	0.00	745,000.00	0.000
02-3939-4999-000-000	Use of Fund Balance	125,000.00	0.00	0.00	125,000.00	0.000
02-4915-4915-000-000	To Capital Reserve Fund - Sewer	15,000.00	0.00	0.00	15,000.00	0.000
Totals	Sewer Fund	2,162,670.00	296,005.36	940,151.92	1,222,518.08	43.472

Revenue Report
Month End Revenue
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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Water Fund						
3-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	3,090.61	6,909.39	30.906
3-3290-4394-000-000	Backflow Testing Fees	25,000.00	12,540.00	21,470.00	3,530.00	85.880
3-3290-4395-000-000	Water Hookup Fee	20,000.00	350.00	8,755.00	11,245.00	43.775
3-3290-4396-000-000	Water Service Fees	12,000.00	757.00	6,838.00	5,162.00	56.983
3-3290-4397-000-000	Shutoff/Reconnect Fee	8,500.00	0.00	1,625.00	6,875.00	19.118
3-3401-4716-000-000	Cash Over/Short	0.00	0.00	11.03	-11.03	0.000
3-3401-4748-000-000	Insurance Reimbursement	0.00	0.00	0.00	0.00	0.000
3-3402-4390-000-000	Rental Fee - Private Hydrant	61,000.00	5,356.47	37,495.29	23,504.71	61.468
3-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	38,977.20	39,022.80	49.971
3-3402-4392-000-000	Public Fire Protection	224,000.00	18,990.44	131,750.58	92,249.42	58.817
3-3402-4790-000-000	Water Base Charges	955,000.00	80,048.00	563,496.46	391,503.54	59.005
3-3402-4791-000-000	Water Usage Charges	2,122,291.00	128,330.40	1,500,553.84	621,737.16	70.704
3-3402-4792-000-000	Fire Access Charges	199,000.00	16,584.67	122,588.89	76,411.11	61.602
3-3402-4799-000-000	Water Sales to Pennichuck	80,000.00	0.00	0.00	80,000.00	0.000
3-3502-4702-000-000	Bank Charges	-2,500.00	0.00	-119.30	-2,380.70	4.772
3-3509-4793-000-000	Other Income - Water	10,000.00	250.00	1,375.00	8,625.00	13.750
3-3915-4922-000-000	From Capital Reserve Fund	0.00	0.00	0.00	0.00	0.000
Totals	Water Fund	3,802,291.00	269,703.18	2,437,907.60	1,364,383.40	64.117

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sr Activities Revolving Fund						
15-3401-4735-000-000	Misc Rev - Senior Activities	0.00	0.00	-5,757.00	5,757.00	0.000
15-3401-4736-000-000	Membership Fees	0.00	0.00	0.00	0.00	0.000
Totals	Sr Activities Revolving Fund	0.00	0.00	-5,757.00	5,757.00	0.000

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Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Community TV Revolving Fund					
5-3401-4745-000-000 Cable Franchise Fees	0.00	0.00	155,943.78	-155,943.78	0.000
Totals Community TV Revolving Fund	0.00	0.00	155,943.78	-155,943.78	0.000

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
EMS Revolving Fund						
0-0000-4729-000-000	EMS - Contracted Services	15,000.00	0.00	0.00	15,000.00	0.000
0-0000-4730-000-000	EMS - 50% Ambulance Billings	430,322.00	0.00	181,672.54	248,649.46	42.218
0-0000-4731-000-000	EMS - 50% Charges on Amb Billings	-22,000.00	0.00	-10,016.60	-11,983.40	45.530
Totals	EMS Revolving Fund	423,322.00	0.00	171,655.94	251,666.06	40.550

**TOWN OF HUDSON
AUTOMOBILE REGISTRATION BY MONTH
FISCAL YEARS 2016, 2017, 2018, 2019, 2020, 2021**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
FY2016	\$355,622	\$375,666	\$396,497	\$432,624	\$383,736	\$331,951	\$2,276,095	\$464,698	\$434,255	\$466,096	\$378,514	\$463,070	\$492,415	\$2,699,048	\$4,975,135	\$4,200,000
vs. Budget	8.5%	17.4%	26.9%	37.2%	46.3%	54.2%	54.2%	65.3%	75.6%	86.7%	95.7%	106.7%	118.5%	64.3%	vs. Budget	118.5%
FY2017	\$327,635	\$400,991	\$435,251	\$400,872	\$390,525	\$422,355	\$2,377,628	\$527,661	\$425,856	\$464,481	\$397,461	\$521,282	\$460,464	\$2,797,204	\$5,174,832	\$4,550,000
vs. Budget	7.2%	16.0%	25.6%	34.4%	43.0%	52.3%	52.3%	63.9%	73.2%	83.4%	92.2%	103.6%	113.7%	61.5%	vs. Budget	113.7%
FY2018	\$345,710	\$427,939	\$416,805	\$443,016	\$371,576	\$453,830	\$2,458,875	\$582,567	\$460,122	\$473,141	\$402,980	\$543,706	\$507,592	\$2,970,108	\$5,428,983	\$4,700,000
vs. Budget	7.4%	16.5%	25.3%	34.8%	42.7%	52.3%	52.3%	64.7%	74.5%	84.6%	93.1%	104.7%	115.5%	63.2%	vs. Budget	115.5%
FY2019	\$429,067	\$457,722	\$389,685	\$464,888	\$471,953	\$454,133	\$2,667,448	\$531,274	\$504,668	\$444,548	\$561,605	\$513,577	\$511,323	\$3,066,993	\$5,734,441	\$5,000,000
vs. Budget	8.6%	17.7%	25.5%	34.8%	44.3%	53.3%	53.3%	64.0%	74.1%	83.0%	94.2%	104.5%	114.7%	61.3%	vs. Budget	114.7%
FY2020	\$437,974	\$485,183	\$410,994	\$530,162	\$446,610	\$470,237	\$2,781,159	\$638,551	\$515,784	\$416,309	\$331,136	\$452,398	\$745,339	\$3,099,517	\$5,880,675	\$5,420,000
vs. Budget	8.1%	17.0%	24.6%	34.4%	42.6%	51.3%	51.3%	63.1%	72.6%	80.3%	86.4%	94.7%	108.5%	57.2%	vs. Budget	108.5%
FY2021	\$516,858	\$430,094	\$461,725	\$494,524	\$440,822	\$489,084	\$2,833,106	\$542,186						\$542,186	\$3,375,292	\$5,420,000
vs. Budget	9.5%	17.5%	26.0%	35.1%	43.2%	52.3%	52.3%	62.3%						10.0%	vs. Budget	62.3%

**TOWN OF HUDSON
GENERAL FUND INTEREST BY MONTH
FISCAL YEARS 2016, 2017, 2018, 2019, 2020, 2021**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
FY2016	\$2,934	\$0	\$2,630	\$417	\$1,262	\$990	\$8,232	\$1,703	\$2,866	\$2,296	\$2,094	\$2,444	\$2,881	\$14,284	\$22,516	\$5,000
vs. Budget	58.7%	58.7%	111.3%	119.6%	144.8%	164.6%	164.6%	198.7%	256.0%	301.9%	343.8%	392.7%	450.3%	285.7%	vs. Budget	450.3%
FY2017	\$6,112	\$0	\$5,786	\$4,242	\$3,440	\$2,256	\$21,836	\$0	\$5,991	\$9,498	\$16,578	\$6,333	\$7,235	\$45,635	\$67,471	\$19,000
vs. Budget	32.2%	32.2%	62.6%	84.9%	103.1%	114.9%	114.9%	114.9%	146.5%	196.4%	283.7%	317.0%	355.1%	240.2%	vs. Budget	355.1%
FY2018	\$14,877	\$14,656	\$7,236	\$4,331	\$9,647	\$6,947	\$57,694	\$16,560	\$18,741	\$14,208	\$15,488	\$19,596	\$16,919	\$101,512	\$159,206	\$25,000
vs. Budget	59.5%	118.1%	147.1%	164.4%	203.0%	230.8%	230.8%	297.0%	372.0%	428.8%	490.8%	569.1%	636.8%	406.0%	vs. Budget	636.8%
FY2019	\$0	\$45,557	\$38,553	\$27,494	\$0	\$46,686	\$158,289	\$45,246	\$52,094	\$42,049	\$0	\$66,149	\$19,534	\$225,072	\$383,361	\$120,000
vs. Budget	0.0%	38.0%	70.1%	93.0%	93.0%	131.9%	131.9%	169.6%	213.0%	248.1%	248.1%	303.2%	319.5%	187.6%	vs. Budget	319.5%
FY2020	\$0	\$42,580	\$39,013	\$33,695	\$24,052	\$13,649	\$152,989	\$6,066	\$35,128	\$32,541	\$8,141	\$5,937	\$21,179	\$108,992	\$261,981	\$361,000
vs. Budget	0.0%	11.8%	22.6%	31.9%	38.6%	42.4%	42.4%	44.1%	53.8%	62.8%	65.1%	66.7%	72.6%	30.2%	vs. Budget	72.6%
FY2021	\$0	\$0	\$12,143	\$0	\$0	\$3,909	\$16,052	\$0						\$0	\$16,052	\$261,000
vs. Budget	0.0%	0.0%	4.7%	4.7%	4.7%	6.2%	6.2%	6.2%						0.0%	vs. Budget	6.2%