



TOWN OF HUDSON

Board of Selectmen



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

BOARD OF SELECTMEN MEETING

December 13, 2022

Attorney-Client Session, pursuant to RSA 91-A:2 I

(not open to the public)

6:30 p.m.

Regular meeting will begin immediately after Attorney-Client Session

Board of Selectmen Meeting Room, Town Hall

Agenda

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ATTENDANCE

4. PUBLIC INPUT

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. **Nomination**

Municipal Utility Committee (1 alternate member vacancy expiring 4/30/25)

Karl Huber Jr

B. **Appointments**

1) Benson Park Committee - (1-member vacancy expiring 4/30/23, 1-alternate vacancy expiring 4/30/24, 1 alternate vacancy expiring 4/30/25)

Scott Anderson

2) Conservation Commission - (1-member vacancy expiring 12/31/25, 1 alternate vacancy expiring 12/31/25)

Ken Dickinson (incumbent member)

3) Planning Board - (1 alternate member vacancy expiring 12/31/25)

George Hall Jr (incumbent alternate member)

- 4) Zoning Board of Adjustment - (1-member vacancy expiring 12/31/23, 2 alternate vacancies expiring 12/31/23, 2 alternate vacancies expiring 12/31/25)

Tristan Dion (incumbent alternate member)

Dean Sakati (current alt. member applying for member position being vacated by Mr. Etienne)

6. CONSENT ITEMS

A. Assessing Items

- 1) Veteran Tax Credits: map 149, lot 001, sub 057, 36 Glasgow Circle; map 156, lot 008, sub 020, 2Madeleine Ct.; map 156, lot 005, sub 036, 58 Brackett Lane; map 149, lot 001, sub 106, 8 Scottsdale Drive; map 197, lot 078, 27 Winnhaven Drive; map 131, lot 040, 3 Timothy Lane; map 111, lot 017, 151 Robinson Road; map 117, lot 026, 5 Parker Drive; map 117, lot 026, 5 Parker Drive; map 216, lot 014, sub 094, 40 Reflection Drive
- 2) All Veteran Tax Credits: map 168, lot 068, sub 047, 327 Fox Run; map 241, lot 031, 37 Dracut Road; map 133, lot 088, 7 Sandalwood Road
- 3) Disabled Veteran Tax Credits: map 157, lot 059, 28 Robin Drive; map 253, lot 054, 22 Williams Drive
- 4) Solar Exemptions: map 139, lot 046, 11 Hummingbird; map 230, lot 022, sub 025, 34 James Way; map 125, lot 003, 30 Woodcrest Drive; map 160, lot 027, 63 Rangers Drive; map 111, lot 017, 151 Robinson Road
- 5) Certification of Yield Taxes Assessed/Timber Warrant: map 209, lot 001, 48 Friars Drive
- 6) Prior Tax Years Abatements: map 116, lot 94, 45 Senter Farm Road
- 7) 2022 Abatement Applications: map 176, lot 21, 196 Central Street; map 176, lot 23, Central Street; map 148, lot 29-1, Marsh Road; map 222, lot 18-1, 220 Lowell Road; map 138, lot 100-1, 225 Webster Street; map 177, lot 5-1, 10 Shadowbrook Drive
- 8) 2022 Property Tax Abatement: map 175, lot 34-17, 7 Village Lane
- 9) 2022 Property Tax Abatement: map 147, lot 17-34, 50 Lexington Court

B. Water/Sewer Items - none

C. Licenses & Permits & Policies

- 1) Raffle Permit - Hudson Fish & Game Club
- 2) Raffle Permit - Brennan's Smoke Shop
- 3) Pole Licenses - two (2) new poles on Library Street
- 4) Hawker/Peddler License - B&B Catering
- 5) Hawker/Peddler License - Spring Hill Catering

D. Donations - none

E. Acceptance of Minutes

1) Minutes of November 22, 2022

F. Calendar

12/14 7:00 Planning Board - Buxton Meeting Room
12/15 7:00 Benson Park Committee - HCTV Meeting Room
12/15 7:00 Budget Committee - Buxton Meeting Room
12/19 7:00 Sustainability Committee - Buxton Meeting Room
12/20 7:00 Municipal Utility Committee - BOS Meeting Room
12/21 6:00 Library Trustees - Hills Memorial Library
12/26 - Town Hall Closed
12/28 7:00 Planning Board - Buxton Meeting Room
01/02 - Town Hall Closed
01/04 7:00 Budget Committee - Buxton Meeting Room
01/09 7:00 Cable Utility Committee - HCTV Meeting Room
01/09 7:00 Conservation Commission - Buxton Meeting Room
01/10 7:00 Board of Selectmen - BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on November 22, 2022

1. Selectman Gagnon made a motion, seconded by Selectman Guessferd to forward Hudson Police, Fire, and Town Supervisors Association Contract to the Fiscal Year 2024 Warrant. Carried 5-0.
2. Selectman Morin made a motion, seconded by Selectman Gagnon to authorize Chief Assessor Jim Michaud to buy back 100 hours of earned time. Carried 5-0.
3. Selectman Morin made a motion to adjourn at 10:02pm. This was seconded by Selectman Gagnon. Carried 5-0.

B. Right to Know Policy - Revisions (follow up from 11/1/22) - Right to Know Committee - Discussion

C. Hudson Community Power/Electric Aggregation Plan - HEAC - Discussion

D. ARPA Working Group Project Recommendations - Town Administrator - Decision

8. NEW BUSINESS

A. 12 Lions Ave HVAC Contract - Engineering - Decision

B. Water Supply Feasibility Study Contract - Engineering - Decision

- C. Solid Waste Infrastructure for Recycling Grant (SWIFR) - Engineering - Decision
- D. Warrant Article Q - Appoint Conservation Commission as Agents to Expend from Forest Management Fund & Warrant Article R - Forest Management Funding - Conservation Commission - Decision
- E. Request to Accept Domestic Cannabis Eradication/Suppression Program \$15,000 Grant - HPD- Decision
- F. Police Safety Revolving Fund - HPD - Decision
- G. Application for Payment from Capital Reserve Funds - Town Administrator - Decision
- H. November 2022 Revenues & Expenditures - Town Administrator - Discussion
- I. Proposed Procedure for Enacting or Revising Board of Selectmen Policies - Town Administrator - Decision
- J. BOS Follow Up Visioning Session - Chairperson - Decision

9. **BOARD LIAISON REPORTS**

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **REMARKS BY SCHOOL BOARD**

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

13. **NONPUBLIC SESSION**

RSA 91-A:2, III (a) Strategy or negotiations with respect to collective bargaining
RSA 91-A:3 II (b) The hiring of any person as a public employee.

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

14. **ADJOURNMENT**

Items for the next agenda, with complete backup, must be in the Selectmen's Office
no later than 12:00 noon on Thursday, January 5, 2023.

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

5A-1

Date: 11/2 **RECEIVED**
NOV 30 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

Karl J Huber Jr **23 B Clearview Circle**
Name Street Address
508_864_4768 (cell)
Home Phone Number Work Phone Number
(fmr) Global Partner Program Mgmt @ Salesforce
Occupation (or former occupation, if retired)
Mechanical Engineering in college
Education/Special Interests
Chair .Water Commission / Dunstable Water Dept. Member Dunstable Master Planning Committee
Professional/Community Activities I am recently retired from the hi-tech industry and looking for some new opportunities. We moved here from Dunstable MA where I was the chair of the Dunstable Water Dept for 20+ years. I would like to offer my services/time to the Hudson MUC. We live in Shepherds Hill and I am available to assist in any way.
Reason for applying **Town of Dunstable MA.** (a) Leah Basbanes - BOS (b) John O'Brien - Water Commission (c) Cheryl Mann (retired: Administrator)
MA DEP Bob Bostwick - Drinking Water Program Chief (MA DEP)
Reference(s)

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

Member _____	Alternate <u>X</u>	Reappointment _____
_____ Benson Park Committee	_____	_____ Building Board of Appeals
_____ Cable Utility Committee	_____	_____ Conservation Commission
<u>X</u> Municipal Utility Committee	_____	_____ Nashua Regional Planning Commission
_____ Planning Board	_____	_____ Recreation Committee
_____ Sustainability Committee	_____	_____ Citizens Traffic Advisory Committee
_____ Zoning Board of Adjustment		

Area(s) of Expertise:

_____ Architecture/Construction	_____ Environmental Planning
<u>X</u> Information Technology	<u>X</u> Communications
<u>X</u> Finance	<u>X</u> Other <u>Business Partner relationships</u>

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

Hudson Resident: Yes No


Signature of Applicant
kjhjr55@gmail.com
e-mail address



Karl Huber <kjhjr55@gmail.com>

Municipal Utility Committee

6 messages

WILLIAM ABBOTT <wabbitt@comcast.net>
To: "kjhjr55@gmail.com" <kjhjr55@gmail.com>

Thu, Nov 3, 2022 at 1:57 PM

Karl,
Thanks for your interest.
The municipal utility committee has an opening for an alternate member, you can apply through the selectman's office. You could also consider attending the next meeting on November 15 at 7 PM in the selectman's meeting room.
Bill

Karl Huber <kjhjr55@gmail.com>
To: WILLIAM ABBOTT <wabbitt@comcast.net>
Cc: vmarquez@hudsonnh.gov

Fri, Nov 4, 2022 at 10:36 AM

Hello Bill,
Thank you for getting back to me.
I will plan to attend the meeting on Nov 15th.
All the best.
_Karl
(Quoted text hidden)
--
_Karl J. Huber, Jr.

Marquez, Valerie <vmarquez@hudsonnh.gov>
To: Karl Huber <kjhjr55@gmail.com>, Bill Abbott <wabbitt@comcast.net>

Fri, Nov 4, 2022 at 11:32 AM

Hello,

I am glad that you will be attending the next meeting! I have enclosed an application for your review. In case you want to join after the meeting. Have a great weekend!



Valerie Marquez
Water Utility Clerk
Phone 603-886-6002
Fax 603-881-3944

From: Karl Huber <kjhjr55@gmail.com>
Sent: Friday, November 4, 2022 10:37 AM
To: Bill Abbott <wabbitt@comcast.net>
Cc: Marquez, Valerie <vmarquez@hudsonnh.gov>
Subject: Re: Municipal Utility Committee

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

[Quoted text hidden]

 **MUC.pdf**
124K

Karl Huber <kjhjr55@gmail.com>
To: WILLIAM ABBOTT <wabbitt@comcast.net>, Karl Huber <kjhjr55@gmail.com>

Wed, Nov 16, 2022 at 7:26 PM

Hello Bill,

First of all it was a pleasure joining the meeting last night and meeting the members of the municipal utility committee (MUC). I easily recognized and have familiarization with the issues and topics discussed. I was hoping you can provide some more "detail" to the role of an alternate member, since my previous experience was as a commissioner. I was also interested in your topic of having difficulty in viewing certain documents on the web portal. I was involved in all of our Dunstable Water Dept (DWD) web content, internal and public. I also provided a lot of content to post for customer and community review. I tried to locate the MUC meeting minutes and noticed not much available for the past (7) meetings...the latest posted for 09/20/22 meeting.

Please confirm the following. I just want to confirm who the (2) helpful ladies were sitting in the back. I think it was Barbara O'Brien and Donna Staffier-Sommers.

I am excited about the opportunity to join the MUC.

Happy Thanksgiving.
_Karl

On Thu, Nov 3, 2022 at 1:57 PM WILLIAM ABBOTT <wabbitt@comcast.net> wrote:
[Quoted text hidden]

[Quoted text hidden]

WILLIAM ABBOTT <wabbitt@comcast.net>
To: Karl Huber <kjhjr55@gmail.com>

Wed, Nov 16, 2022 at 8:03 PM

Karl,
The two gals are as you guessed are Barbara and Donna. Valerie usually does not attend the meetings but works with Donna to prepare the meeting agenda and package. The alternate member is expected to attend all committee meetings and may participate in all discussions but not vote. The alternate member will be seated in the event of a regular member absence and can vote. As was pointed out at the meeting, the committee is strictly advisory to the selectmen who act as commissioners of both the Water Utility and Sewer Utility.
Bill

[Quoted text hidden]

Karl Huber <kjhjr55@gmail.com>
To: WILLIAM ABBOTT <wabbitt@comcast.net>

Wed, Nov 16, 2022 at 8:26 PM

Hello Bill,

I appreciate your clarification on the role, as that was what I considered. I am very interested in submitting the application and meet the requirements.

Glad you confirmed Barbara and Donna. I can check in with Donna on the web portal doc view issue necessary.

All the best.

_Karl

[Quoted text hidden]

RECEIVED

NOV 17 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

XXX



How may we help you?

Submission #71

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

[Previous submission](#)

[Next submission](#)

Submission information

Form: Board & Committee Application

Submitted by Visitor (not verified)

Wed, 11/16/2022 - 1:27pm

73.227.6.205

Date

Wed, 11/16/2022

First Name

Scott

Last Name

Anderson

Street Address

22 Weymouth Ct.

Home Phone

6173898559

Work Phone

E-mail Address:

bucs24@aol.com

Education

A. S. Arboriculture /Essex Agricultural Tech Institute

Occupation (or former occupation if retired)

Arborist/ Senior Horticulturist

Special Interests

Also interested in the Lower Merrimack Local Advisory Committee (LMLAC)

Professional/Community Activities**Reference**

John Madden, Benson Park Comm. Chairman

Reason for Applying

To assist the management of one of Hudson's valuable assets and allow my horticultural background and experience to be used toward this parkland.

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

Member

Please select area of interest

Benson Park Committee

Areas of Expertise

- Environmental Planning
- Other

Are you a Hudson, NH resident?

yes

[Previous submission](#)

[Next submission](#)



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

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

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

Agenda 12-13-22
RECEIVED
DEC 02 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

5B-2

Date: 12/2/22

KEN DICKINSON 12 St. Anthony Dr.
Name Street Address

603-594-0152 603-402-0760
Home Phone Number Work Phone Number

LANDSCAPE ARCHITECT
Occupation (or former occupation, if retired)

Bachelor of Landscape Architecture SUNY ESF Syracuse, NY
Education/Special Interests

land use Planning + Design, Construction, Project Management, Forestry
Professional/Community Activities

Renewal/Reappointment (on commission for 20 yrs.)
Reason for applying

Elvis Dhima / Bill Collins
Reference(s)

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

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

Area(s) of Expertise:

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

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

Hudson Resident: Yes No

Kenneth Dickinson
Signature of Applicant

kmd12@comcast.net
e-mail address

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

Agenda
12-13-22
RECEIVED
NOV 22 2022
 TOWN OF HUDSON
 SELECTMEN'S OFFICE

Date: 11/21/22

5B-3

GEORGE R HALL JR 18 PAR LANE
 Name Street Address

603-889-4065 N/A
 Home Phone Number Work Phone Number
CELL

FORMER MANAGER OF REAL ESTATE DIV. OF BROX INDUSTRIES INC
 Occupation (or former occupation, if retired)

ASSOC. DEGREE IN CIVIL & HIGHWAY ENGINEERING FROM WENTWORTH INST.
 Education/Special Interests

HUDSON PLANNING BOARD FEB 1995 THRU DEC. 2015 & 5/20-10/20 & CURR
 Professional/Community Activities

CONTINUE COMMUNITY INVOLVEMENT
 Reason for applying

SELECTMEN MORIN & McGRATH, TIM MALEY
 Reference(s)

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

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

Area(s) of Expertise:

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

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

George R Hall Jr
 Signature of Applicant

Hudson Resident: Yes No

GRGHALL@AOL.COM
 e-mail address

Agenda
9-27-22



RECEIVED
SEP 22 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

5B-4

How may we help you?

Submission #69

Print Resend e-mails

[Previous submission](#)

[Next submission](#)

Submission information

Form: Board & Committee Application
Submitted by Visitor (not verified)
Wed, 09/21/2022 - 8:14pm
70.109.145.21

Date

Tue, 09/21/2021

First Name

Tristan

Last Name

Dion

Street Address

15 Glen Drive

Home Phone

9785513604

Work Phone

E-mail Address:

t.c.dion@gmail.com

Education

Tyngsboro High School, Florida State College / CNATTU Oceana - Avionics Technician

Occupation (or former occupation if retired)

United States Marine Corps, Senior R&D Systems Engineer, Manufacturing Support Analytics & Training

Special Interests**Professional/Community Activities**

Volunteer work with various veterans orgs (22 Kill, Wounded Warriors, Irrelevant Warriors)

Reference

Zach McDonough 978-729-3035

Reason for Applying

Years of experience interpreting and applying extremely complex international laws and standards. This translates well to interpreting local laws and ordinances and making well thought-out judgement decisions that can benefit the community as whole.

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

Member

Please select area of interest

Zoning Board of Adjustment

Areas of Expertise

Other

Are you a Hudson, NH resident?

yes

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



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

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

Laffin, Jill

From: S. Dean Sakati <dsakati@me.com>
Sent: Friday, December 9, 2022 9:33 PM
To: Laffin, Jill
Subject: Re: Hudson Zoning Board
Attachments: scan0038.pdf; Untitled attachment 00018.htm

Hello Jill,

Just realized I did not send this application. I checked "Member" instead of reappointment, which I was thinking could qualify me for the position that Mr Etienne is vacating. Overall, I am flexible to do what is best for the town. Hoping it is not too late to submit.

Best,
Dean

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

Date: 12/7/2022

S. Dean Sakati 11 Fairway Drive
 Name Street Address

803-888-1678 617-684-2025
 Home Phone Number Work Phone Number

Head of Global Markets Product Strategy, State Street Bank
 Occupation (or former occupation, if retired)

BS Accounting - State University of NY, Oswego, MBA - Boston College
 Education/Special Interests

Board Member- Equilend Holdings; Current ZBA Alt member
 Professional/Community Activities

Would like to continue making a contribution to our community- ZBA plays an important role
 Reason for applying

William Cole, Liam Urbach (resident, former Army colleague), Kathy Leary, Bill Kalgran
 Reference(s)

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

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

Area(s) of Expertise:

<input type="checkbox"/> Architecture/Construction	<input type="checkbox"/> Environmental Planning
<input type="checkbox"/> Information Technology	<input type="checkbox"/> Communications
<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Other _____

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

S.D.S.A.

 Signature of Applicant

Hudson Resident: No

dsakati@me.com

 e-mail address



TOWN OF HUDSON

Office of the Assessor

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

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

www.hudsonnh.gov



Agenda
12-13-22

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

6A-1

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 13, 2022

FROM: Jim Michaud, Chief Assessor 

RE: Veteran Tax Credits:

36 Glasgow Cir. – map 149/ lot 001/ sub 057
2 Madeleine Ct. – map 156/ lot 008/ sub 020
58 Brackett Ln. – map 156/ lot 005/ sub 036
8 Scottsdale Dr. – map 149/ lot 001/ sub 106
27 Winnhaven Dr. – map 197/ lot 078
3 Timothy Ln. – map 131/ lot 040
151 Robinson Rd. – map 111/ lot 017
5 Parker Dr. – map 117/ lot 026
5 Parker Dr. – map 117/ lot 026
40 Reflection Dr. – map 216/ lot 014/ sub 094

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

John Drake - 36 Glasgow Cir. – map 149/ lot 001/ sub 057
Robert Johnson - 2 Madeleine Ct. – map 156/ lot 008/ sub 020
Patricia Murphy - 58 Brackett Ln. – map 156/ lot 005/ sub 036
Sandra Cole - 8 Scottsdale Dr. – map 149/ lot 001/ sub 106
Jamie Howard Hutchings - 27 Winnhaven Dr. – map 197/ lot 078
Matthew Silva - 3 Timothy Ln. – map 131/ lot 040
William Brandt - 151 Robinson Rd. – map 111/ lot 017
Erin Olson - 5 Parker Dr. – map 117/ lot 026
Robert Olson – 5 Parker dr. – map 117/ lot 026
Donald Becotte - 40 Reflection Dr. – map 216/ lot 014/ sub 094

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



TOWN OF HUDSON

Office of the Assessor

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

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

www.hudsonnh.gov

Agg. 12/13/22



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: December 13, 2022

FROM: Jim Michaud, Chief Assessor 

RE: All Veterans Tax Credits:

- 327 Fox Run – map 168/ lot 068/ sub 047
- 37 Dracut Rd – map 241/ lot 031
- 7 Sandalwood Rd – map 133/ lot 008

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

- Paul MacPherson - 327 Fox Run – map 168/ lot 068/ sub 047
- Kevin Desmond - 37 Dracut Rd – map 241/ lot 031
- John Cummings - 7 Sandalwood Rd – map 133/ lot 008

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



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov

RECEIVED
DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



12-13-22


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

6A-3

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 13, 2022

FROM: Jim Michaud, Chief Assessor

RE: Disabled Veteran Tax Credits: 
28 Robin Dr. – map 157/ lot 059
22 Williams Dr. – map 253/ lot 054

I recommend the Board of Selectmen sign the PA-29 forms granting Disabled Veteran Tax Credits to the property owners listed below. The residents have provided documentation verifying that they do qualify for this credit.

Jeremy Lyon – 28 Robin Dr. – map 157/ lot 059
Richard Parziale - 22 Williams Dr. – map 253/ lot 054

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



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
12-13-22

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

DATE: December 13, 2022

FROM: Jim Michaud, Chief Assessor

RE: Solar Exemptions:

- 11 Hummingbird Ln – map 139/ lot 046
- 34 James Way – map 230/ lot 022/ sub 025
- 30 Woodcrest Dr. – map 125/ lot 003
- 63 Rangers Dr. – map 160/ lot 027
- 151 Robinson Rd. – map 111/ lot 017

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

- James Selders - 11 Hummingbird Ln – map 139/ lot 046
- William and Michelle O'Brien - 34 James Way – map 230/ lot 022/ sub 025
- Antonio Rosa - 30 Woodcrest Dr. – map 125/ lot 003
- Theodore Trost - 63 Rangers Dr. – map 160/ lot 027
- William and Molly Brandt - 151 Robinson Rd. – map 111/ lot 017

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

Agg Adj
12-13-22

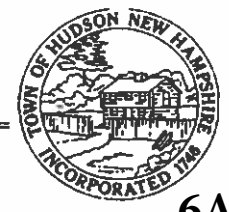
RECEIVED

TOWN OF HUDSON

DEC 08 2022

Office of the Assessor

TOWN OF HUDSON
SELECTMEN'S OFFICE



Jim Michaud
Chief Assessor, CAE

email: jmichaud@hudsonnh.gov


www.hudsonnh.gov

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

6A-5

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: December 13, 2022

FROM: Jim Michaud, Chief Assessor 

RE: Certification of Yield Taxes Assessed/Timber Warrant:

48 Friars Drive – map 209/ lot 001

I recommend the Board of Selectmen sign the following attached Certification of Yield Taxes Assessed and Timber Tax Warrant for:

Lowell Road Property Owner DE, LLC
133 Pearl St.
Boston, MA 02110

CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2022 to March 31, 2023

TOWN / CITY OF: HUDSON
COUNTY OF: HILLSBOROUGH
DATE OF BILLING: December 13, 2022

SEND SIGNED COPY TO: NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL AND PROPERTY DIVISION
PO BOX 487
CONCORD, NH 03302-0487
or E-mail to timber@dra.nh.gov

Kara Roy, Chairperson	Date
Robert Guessferd, Vice-Chairman	Date
David S. Morin	Date
Marilyn E. McGrath	Date
Brett Gagnon	Date

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET (In Thousands)	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VALUE	TAX AT 10 %	
LOWELL ROAD PROPERTY OWNER DE, LLC 133 PEARL ST BOSTON, MA 02110	WHITE PINE	877.635			\$185.00	\$162,362.48	\$16,236.25	Subtotal of TAXES Due (Col. #9)
	HEMLOCK				\$59.00			
	RED PINE				\$59.00			
	SPRUCE & FIR				\$156.50			
	HARD MAPLE				\$367.00			
DESIGNATED ON NOTICE OF INTENT TO CUT	WHITE BIRCH	0.020			\$101.00	\$2.02	\$0.20	\$16,827.79
	YELLOW BIRCH				\$181.25			
	OAK	5.450			\$462.50	\$2,520.63	\$252.06	
MAP & LOT NUMBER 209-001-000	ASH				\$223.00			Less bond or amount previously paid, if applicable
	SOFT MAPLE	0.430			\$151.50	\$65.15	\$6.52	
	BEECH/PALLET/TIE LOGS	0.070			\$68.25	\$4.78	\$0.48	
	PINE BOX / PALLET				\$44.75			
	OTHER:							
# 3	OTHER:							
OPERATION NUMBER					TONS	CORDS		
22-229-03-T	SPRUCE & FIR				\$ 0.85			Total Amount Due
	HARDWOOD & ASPEN				\$ 4.40			
	PINE		299.60		\$ 0.43	\$127.33	\$12.73	
	HEMLOCK				\$ 3.40			
ACCOUNT OR SERIAL #:	BIOMASS CHIPS		3,299.86		\$ 0.85	\$2,804.88	\$280.49	\$16,827.79
	HIGH GRADE SPRUCE				\$ 28.50			
6133	CORDWOOD			28	\$ 13.95	\$390.60	\$39.06	
						\$168,277.87	\$16,827.79	

**ORIGINAL WARRANT
YIELD TAX LEVY
December 13, 2022
THE STATE OF NEW HAMPSHIRE**

COUNTY OF: HILLSBOROUGH

TO: *Donna Melanson*, Collector of Taxes for Town of: HUDSON, in said County.

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

Given under our hands and seal at *Hudson*,

Kara Roy, Chairperson Date

Robert Guessferd, Vice-Ch Date

David S. Morin Date

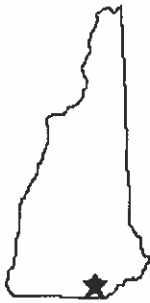
Marilyn E. McGrath Date

Brett Gagnon Date

DATE OF BILLING: December 13, 2022

NAME & ADDRESS	TAX MAP & LOT	OPERATION #	YIELD TAX DUE
LOWELL ROAD PROPERTY OWNER DE, LLC 133 PEARL ST. BOSTON, MA 02110	209-001-000	22-229-03-T	\$16,827.79
DATE YIELD TAX DUE:			January 12, 2023

Agenda
12-13-22



TOWN OF HUDSON

Office of the Assessor

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

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

www.hudsonnh.gov




6A-6

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

To: Board of Selectmen
Steve Malizia, Town Administrator

December 13, 2022

From: Jim Michaud, Chief Assessor 

Re: prior Tax Years Abatements
Map 116 Lot 94 – 45 Senter Farm Road

The owner of above property has filed, retrospectively, for a property tax abatement for the 2019, 2020, and 2021 tax years. The house on the property had incorrect square footage listed on it from 2019 through 2021; for 2022 it was fixed. The erroneous square footage (SF) total was 3,092 SF for the living area of the house; the correct and (re)verified SF is 2,602 SF for the living area of the house.

The RSA governing tax abatements, RSA 76:16 (attached), is split into two parts, part I. (b) governs abatements that are timely filed by March 1 of the period after the final property tax bill of the year. The second part, part I. (a), addresses abatement applications that are not timely filed, as is the case with this property. The difference between the two is that part I (b) is appealable beyond the local level if the property owner does not agree with the municipalities abatement application decision; part I. (a) is not appealable beyond the local municipality level. This application is filed under the provisions of RSA 76:16 I (a).

The error on the square footage of the property was not a fault of the owners; the property was new construction and the department had access by which to accurately represent the square footage of the property. The department recommends, in spite of the applicant not timely filing, however employing the provisions of RSA 76:16 I (a), that the BOS agree to abate property taxes associated with this error, for the affected tax years of 2019, 2020 and 2021. The department was able to calculate (before we turned off our old Patriot Properties – AssessPro software) the difference in the assessed values from the billed one with incorrect square footage, and the revised assessment for those years with the correct square footage. The prior billed total assessment was \$712,200; the revised with the correct SF is; \$673,100. If the BOS are in agreement, the abatement forms attached would secure that refund for those years to the taxpayer.

Motion: To approve an abatement for 2019, 2020 and 2021 tax year property taxes for Map 116 Lot 94, 45 Senter Farm Road, as attached, as recommended by the Chief Assessor.

201920202021Abatement45SenterFarmRd

TITLE V TAXATION

CHAPTER 76 APPORTIONMENT, ASSESSMENT AND ABATEMENT OF TAXES

Abatement

Section 76:16

76:16 By Selectmen or Assessors. –

I. (a) Selectmen or assessors, for good cause shown, may abate any tax, including prior years' taxes, assessed by them or by their predecessors, including any portion of interest accrued on such tax; or

(b) Any person aggrieved by the assessment of a tax by the selectmen or assessors and who has complied with the requirements of RSA 74, may, by March 1, following the date of notice of tax under RSA 76:1-a, and not afterwards, apply in writing on the form set out in paragraph III to the selectmen or assessors for an abatement of the tax. The municipality may charge the taxpayer a fee to cover the costs of the form required by paragraph III.

II. Upon receipt of an application under paragraph I(b), the selectmen or assessors shall review the application and shall grant, for good cause shown, or deny the application in writing by July 1 after notice of tax date under RSA 76:1-a. The failure to respond shall constitute denial. All such written decisions shall be sent by first class mail to the taxpayer and shall include a notice of the appeal procedure under RSA 76:16-a and RSA 76:17 and of the deadline for such an appeal. The board of tax and land appeals shall prepare a form for this purpose. Municipalities may, at their option, require the taxpayer to furnish a self-addressed envelope with sufficient postage for the mailing of this written decision.

III. The abatement application form shall be prescribed by the board of tax and land appeals. The form shall include the following and such other information deemed necessary by the board:

(a) Instructions on completing and filing the form, including an explanation of the grounds for requesting tax abatements, including abatements for poverty and inability to pay pursuant to RSA 76.

(b) Sections for information concerning the person applying, the property for which the

abatement is sought and other properties in the municipality owned by the person applying.

(c) A section concerning compliance with the RSA 74 inventory requirement.

(d) A section explaining the appeal procedure and stating the appeal deadline in the event the municipality denies the tax relief request in whole or part.

(e) A section requiring the applicant to state with specificity the reasons supporting the abatement request with an explanation of what specificity means.

(f) A section for the applicant to list any comparable properties supporting an abatement request.

(g) A place for the applicant's signature with a certification by the person applying that the application has a good faith basis and the facts in the application are true.

(h) The statement: "If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A."

IV. Failure to use the form prescribed in paragraph III shall not affect the right to seek tax relief.

Source. RS 44:1. CS 47:1. GS 53:10. GL 57:11. PS 59:10. PL 64:13. 1939, 46:1. RL 77:13. RSA 76:16. 1967, 180:1. 1990, 49:1. 1991, 386:3, 5. 1992, 175:1. 1993, 86:1. 1994, 91:1, 2; 393:3. 1995, 265:16. 1997, 189:1. 2002, 217:1. 2004, 203:12, eff. June 11, 2004. 2014, 175:1, eff. Sept. 9, 2014.



TOWN OF HUDSON

Office of the Assessor

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

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
12-13-22

6A-7

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

TO: Board of Selectmen
Steve Malizia, Town Administrator

December 13, 2022

FROM: Jim Michaud, Chief Assessor 

RE: 2022 Abatement Applications
Map 176 Lot 21 – 196 Central St
Map 176 Lot 23 – Central St
Map 148 Lot 29-1 – Marsh Rd
Map 222 Lot 18-1 – 220 Lowell Rd
Map 138 Lot 100-1 – 225 Webster St
Map 177 Lot 5-1 – 10 Shadowbrook Dr

I recommend that the Board of Selectmen approve the abatements on the above referenced properties. The interaction of old values vs. new values, with the lowered 2022 tax rate has now created a credit for the above properties on the tax collectors screens due to overall overpayment, the tax collectors screens need to be cleared of the credit balances.

Motion:

Motion to approve Abatements for property taxes for Map 176 Lot 21 – 200 Central Street; Map 176 Lot 22 – Central Street; Map 148 Lot 29-1 – Marsh Road; Map 222 Lot 18-1 – 220 Lowell Rd ; Map 138 Lot 100-1 – 225 Webster Street; Tax Map 177 Lot 5-1 – 10 Shadowbrook Dr; as recommended by the Chief Assessor.

Cc: File 2022AbateApprovalCreditBalances



TOWN OF HUDSON
Office of the Assessor

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

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE
www.hudsonnh.gov



Agenda
12-13-22

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

6A-8

To: Board of Selectmen
Steve Malizia, Town Administrator

December 13, 2022

From: Jim Michaud, Chief Assessor 

Re: 2022 property tax - abatement
Map 175 Lot 34-17 – 7 Village Lane

The above property , after the combination of the change in assessed value, and the significant drop in the tax rate, resulted in the property owner paying more on the June 2022 tax bill than was subsequently owed for the whole year. This abatement is to return that credit amount to the taxpayer.

Motion: To approve an abatement for 2022 tax year property taxes for Map 175 Lot 34-17, 7 Village Lane, as attached, as recommended by the Chief Assessor.

2022Abatement7Village Lane



TOWN OF HUDSON

Office of the Assessor

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

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

www.hudsonnh.gov




Alzola
12-13-22

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

6A-9

To: Board of Selectmen
Steve Malizia, Town Administrator

December 13, 2022

From: Jim Michaud, Chief Assessor 

Re: 2022 property tax - abatement
Map 147 Lot 17-34 – 50 Lexington Court

The above property had an Elderly Exemption Level 3 exemption approved and applied to the property AFTER the 1st tax bill for 2022 was issued. The combination of that now applied exemption at \$173,000, the change in assessed value, and the significant drop in the tax rate, resulted in the property owner paying more on the June 2022 tax bill than was subsequently owed for the whole year. This abatement is to return that credit amount to the taxpayer.

Motion: To approve an abatement for 2022 tax year property taxes for Map 147 Lot 17-34, 50 Lexington Court, as attached, as recommended by the Chief Assessor.

2022Abatement50LexingtonDr

RECEIVED

Agenda 12-13-22

NOV 28 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

6C-1



RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: Hudson Fish & Game Club, INC.
 Address: 53 Pine Rd, Hudson NH 03051
 Raffle Benefit of: Junior Rifle Team
 Date & Time of Raffle: 4/11/2023
 Raffle to be held at: Hudson Fish & Game Club
 Prizes: Limited edition Henry Arms lever action rifle 45-70
 Date of Ticket Sales: Jan 1 - Apr 1 2023
 (must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number

[Signature]
 Applicant's Signature
William Dutton
 Applicant's Printed Name
19 Hunter Dr Derry NH 03038
 Address
607-594-2194
 Phone Number

Approved on: _____, by

HUDSON BOARD OF SELECTMEN

Chairman

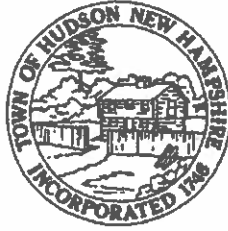
Selectman

Selectman

Selectman

Selectman

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



Agenda
12-13-22
RECEIVED
DEC 05 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

6C-2

RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: Brennan's Smoke Shop
Address: 95 River Rd, Hudson, NH 03051
Raffle Benefit of: Operation Vets Voa - Hollis, NH
Date & Time of Raffle: December 17, 2022
Raffle to be held at: 95 River Rd, Hudson, NH
Prizes: Cigar Humidor, Hand Blown Glass Christmas Ornaments
Date of Ticket Sales: December 15, 16, 17, 2022
(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number

[Signature]
Applicant's Signature
Jason Spurlin
Applicant's Printed Name
95 River Rd, Hudson, NH
Address
603-417-2515
Phone Number

Approved on: _____, by

HUDSON BOARD OF SELECTMEN

Chairman _____

Selectman _____

Selectman _____

Selectman _____

Selectman _____

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



TOWN OF HUDSON
Engineering Department

RECEIVED
NOV 30 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE




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

6C-3

INTEROFFICE MEMORANDUM

DATE: November 30, 2022

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

RE: Petition and Pole Licenses for two (2) new Poles on Library Street in the Town of Hudson, NH, as per attached for Consolidated Communications of Northern New England Company, LLC and PSNH d/b/a Eversource Energy

The attached two Pole Petition and Licenses from Consolidated Communications of Northern New England Company, LLC and PSNH are for new poles on located on Library Street in Hudson.

The Public Works and Engineering Departments have both reviewed them and are recommending these Pole Licenses for approval.

Thank you.

Motion:

To approve the Petitions and Pole License from Consolidated Communications and PSNH for two (2) new poles located on Library Street.

Enclosures



TOWN OF HUDSON
Engineering Department



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

INTEROFFICE MEMORANDUM

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

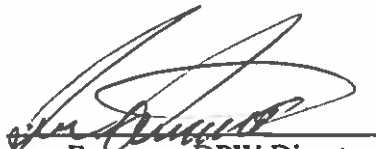
FROM: Doreena Stickney, Administrative Aide

DATE: November 28, 2022

RE: Petition and Pole License for two (2) new Poles on Library Street in the Town of Hudson, NH, as per attached for Consolidated Communications of Northern New England Company, LLC and PSNH d/b/a Eversource Energy

Attached please find two (2) Pole License Petitions from Consolidated Communications and PSNH for new poles on Library Street in Hudson. Please sign below to verify that you have reviewed and approve these licenses.

Thank you.



Jess Forrence, DPW Director



Elvis Dhima, Town Engineer

Attachments

**PETITION AND POLE LICENSE
PETITION**

Date: July 6, 2022

Concord, New Hampshire
To the Selectmen of Hudson, New Hampshire.

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

The licensing of 2 replacement poles 279/14 (LTS 198/18) and 279/15 (LTS 198/16) on Library St in the Town of Hudson, New Hampshire, as per attached.

**CONSOLIDATED COMMUNICATIONS OF
NORTHERN NEW ENGLAND COMPANY, LLC**

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

By Kimberley Burgess
Right-of-Way Dept.

By [Signature]
Right-of-Way Dept.

LICENSE

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

ORDERED

Date: July 6, 2022

That **CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC** and **PUBLIC SERVICE OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY** be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the highways covered by said petition. All of said wires except such as are vertically attached to poles and structures shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted. The approximate location of the poles and structures shall be shown on plan marked CCI LICENSE FORM and EVERSOURCE, 362412 dated July 6, 2022 attached to and made a part thereof.

_____ By a vote of
Selectmen

_____ Town of Hudson, New Hampshire
Selectmen

_____ Attest [Signature]
Selectmen Town Clerk
of the Town of Hudson, New Hampshire

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

Book _____, Page _____.

Date _____

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

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

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

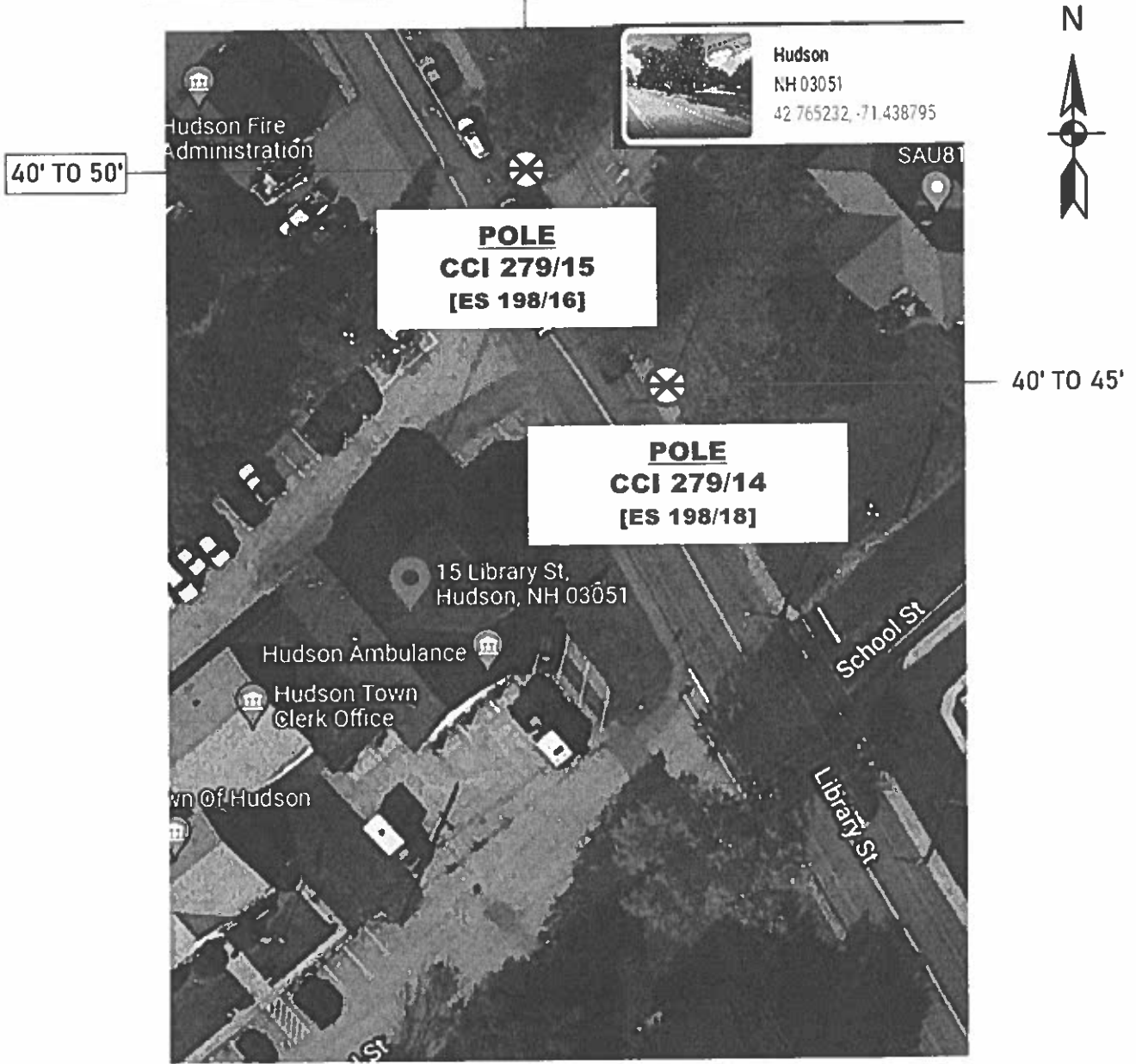
As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following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

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

CCI No: 362412 Municipality: HUDSON Exchange Code: 9165

Engineer Name: BENJAMIN WILLS Engineer Number: (603) 703-9018 Date: 06/27/2022

License Detail: REPLACING 40' POLE WITH A 50' POLE AS REQUESTED



ALL PLANT IS LOCATED WITHIN HIGHWAY LIMITS

ELCO: EVERSOURCE

[] = ELCO POLE NUMBER

DOT NO. _____

Memo #: 22-NHO-129924

[X] = PEDESTAL POST LOCATION

CHECKED BY _____

INITIAL PROPOSED FACILITIES TO BE

[WS] = WARNING SIGN LOCATION

POWER CO. = 12.47KV VOLTS THREE PHASE

[MH] = MANHOLE LOCATION

TEL CO. = CONSOLIDATED COMMUNICATIONS

[—] = BURIED CABLE/CONDUIT LOCATION

THIS DRAWING IS NOT TO SCALE



5 Davis Farm Rd.
Portland, ME 04103

362412
22-2358

November 21, 2022

Town Clerk
Town Hall
12 School St
Hudson, NH 03051

Dear Mr. Ordway or colleague,

Attached herewith is a copy of our Petition and License. Since the pandemic we found that going paperless would be a safer, more efficient way of processing these documents. Please do not hesitate to call me at (207) 535-3004 with any questions you may have concerning this or the license process.

The Licensing of 2 replacement poles on Library St in the Town of Hudson, New Hampshire, as per attached.

Will you kindly provide electronic signatures or print and present the attached to the Selectman for their approval and signatures also please filling in the date of licensing? It may then be recorded in the Town Clerk's records, scanned to return to me via email at Kimberley.Burgess@Fairpoint.com? I will subsequently retain a copy.

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

Kind regards,

A handwritten signature in cursive script that reads "Kimberley Burgess".

Kimberley Burgess
Right-of-Way Department

enclosures
kab

Agala
1273-22

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

RECEIVED

DEC 06 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

6C-4

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

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

- Applicant Michael Bevens DOB 10/19/1971
- Applicant's Address 8A Applewood Road Pelham NH 03076
Home Phone # 603-635-1928 Business Phone # 603-365-5802
- Goods sold in the Name of B + B Catering
Address & Phone # if different from Self _____
- Type of Vending Operation/Merchandise to be sold Hot & Cold Food, Beverages, Snac
- Description of Stand or Vehicle (include Make/Model) 2011 GMC Sierra 3500
License # NHL13031933 Registration # 4869705
- Date of Sales Monday - Friday 8am - 2pm
- Proposed Location(s) of Sales (be specific) CPI, Chasse, Clarks, Sullivan, Keystone, One Stop, Joks, Bobcat, Reed Ferry Sheds
- Approximate length of time at each Location 10 minutes

•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 Michael Bevens Date 11/23/22

E-mail Address m1b71@comcast.net

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____


State License (Date of expiration) 11 / 7 / 23

Health License (Date of expiration) 2 / 28 / 23

Owner's Permission

Recommended

Not Recommended w/reasons _____



Zoning Administrator

11-23-22

Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

Not Recommended w/reasons _____



Chief of Police

11-29-22

Date

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



Michael Z Bevens

(not valid unless signed by Applicant)

Date November 7, 2022

This certifies that in accordance with RSA Chapter 320

Micheal Bevens of **8a Applewood Rd. 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 **Micheal Bevens** 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 **10/19/1971** Height **5'9"** Weight **185**

Color of Hair **Blonde** Color of Eyes **Blue**

Distinguishing Characteristics **none**




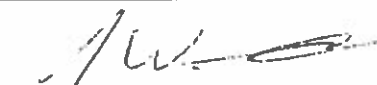

License Number **2022-441**

This License Expires **November 7, 2023**

E. J. Hennessy
Deputy Secretary of State

This license may be laminated

The following businesses allow Michael Bevens of B & B Catering to sell food and beverages on the premises as noted below daily between the hours 8:00 AM to 2:00 PM in accordance with the Town of Hudson Hawkers and Peddlers licensure requirements Chapter 232.

Business Name	Address	Signature
SL Chasse Steel	8 Christine Drive	
Clayton's Auto Repair	5 Christine Drive	
Clark's Car Care	317 Derry Road	
Key Stone Carvings	One Rebel Road	Vicki Keadael
Sullivan Tire and Auto Service	134 Lowell Road	
Continental Paving	One Continental Drive	Dena Chamberlee
One Stop Auto Body	150 Lowell Road	
Jok Auto Sales & Services Inc	150 Lowell Road	Justin Johnson
Bobcat of NH	2 Tracy Lane	Dennis Daulton
Reeds Ferry Sheds	3 Tracy Lane	Wing Perry



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

MICHAEL LAWTON BEVENS
known as
B&B CATERING


located at

8A APPLEWOOD RD 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 February 28, 2023

Establishment Type **16D3 Cook Unit**
Seating **0**
Facility ID **FA0002028**


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

Algeria
12-13-22

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

RECEIVED
DEC 07 2022 6C-5
TOWN OF HUDSON
SELECTMEN'S OFFICE

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

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

- Applicant Matthew Reddig DOB 9/16/66
- Applicant's Address 10 Nathaniel Dr Hudson, NH 03051
Home Phone # (603) 860-1772 Business Phone # (603) 860-1772
- Goods sold in the Name of Spring Hill Catering
Address & Phone # if different from Self _____
- Type of Vending Operation/Merchandise to be sold mobile food truck
- Description of Stand or Vehicle (include Make/Model) 2015 GMC Sierra Catering Truck
License # SHC-2 Registration # 062EA0431057
- Date of Sales Year Round
- Proposed Location(s) of Sales (be specific) C5I, CLECO INDUSTRIES, JMD metal.
DRW, Gilchrist metal fab.
- Approximate length of time at each Location 10 min

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

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

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

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

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

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

Name Matthew Reddig Date 12/5/22

E-mail Address Matt@NEFirePro@gmail.com

Rec'd
ck# 1030
\$100

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____


State License (Date of expiration) 12 / 6 / 23

Health License (Date of expiration) 1 / 31 / 23

Owner's Permission _____

Recommended

Not Recommended w/reasons _____



12-8-22

Zoning Administrator

Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

Not Recommended w/reasons _____



12/8/22

Chief of Police

Date

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



Matthew Reddig
(not valid unless signed by Applicant)

Date December 6, 2022

This certifies that in accordance with RSA Chapter 320

Matthew Reddig of **10 nathaniel Dr Hudson, NH 03051**
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

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

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

Color of Hair **Blonde** Color of Eyes **Blue**

Distinguishing Characteristics **none**

License Number **2022-453**

This License Expires **December 6, 2023**

E. Hennessy
Deputy Secretary of State

This license may be laminated



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 MAILTO: BUREAU OF FINANCE/RECEIPTS UNIT-FOOD PROTECTION
 129 PLEASANT ST, CONCORD, NH 03301
 Tel:603-271-4589 FAX:603-271-4859 TDD Access: 1-800-735-2964
 Website:http://www.dhhs.nh.gov E-mail: DHHS.FoodProtection@dhhs.nh.gov

RETAIL FOOD RENEWAL APPLICATION/ INVOICE



To renew your license and make a payment online go to
<https://www.dhhs.nh.gov/programs-services/environmental-health-and-you/food-protection>



To renew your license via mail, please follow the steps below.

Account No: AR0001997
Invoice No: IN0037777
Amount: 225.00
Payment Due On: 12/31/2022

LICENSE INFO CURRENTLY ON FILE

1.) Verify the license information below and note any changes on this form. Please complete blank fields if applicable.

<u>Facility Name:</u>	SPRING HILL CATERING	<u>Facility Number:</u>	FA0003245
<u>Location:</u>	10 NATHANIEL DR, NH 03051-5075	<u>Phone:</u>	(603) 860-1772
<u>Owner Name:</u>	SPRING HILL CATERING INC	<u>Emergency Phone:</u>	None Listed
<u>Type of Ownership:</u>	CORPORATION	<u>Email:</u>	mattymr@aol.com
<u>Person In Charge:</u>	MATT REDDIG	<u>Number of Seats:</u>	0
<u>Mailing Address:</u>	10 NATHANIEL DRIVE, HUDSON, NH 03051		

SUPPORTING DOCUMENTATION

2.) Submit all supporting documentation. Incomplete applications will be returned.

Based on information in our files, no supporting documentation is required for your renewal

CHARGE / PAYMENT DETAILS

<u>INVOICE NO</u>	<u>LINE NO</u>	<u>APPLIED DATE</u>	<u>DESCRIPTION</u>	
IN0037777	1	01/31/2023	Cook Unit	225.00
			Total	225.00

PAYMENT

3.) Checks should be made payable to "Treasurer, State of NH". Please submit signed invoice along with payment and mail to Bureau of Finance Receipts Unit-Food Protection, 129 Pleasant St, Concord NH 03301.

I, (print name & title) _____, certify that all information provided in or attached to this application is complete, accurate and up-to-date as of the date specified below. I further certify that there are no willful misrepresentations of the answers to questions herein, and that I have made no omissions with respect to any of my answers to the questions presented. I understand that it is my responsibility to immediately notify the Food Protection Section with regard to any changes, corrections or updates to the information provided.

SIGNATURE OF APPLICANT: _____

DATE OF APPLICATION: _____



* 1 N 0 0 3 7 7 7 2 2 5 . 0 0 *

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



ENVIRONMENTAL HEALTH SERVICES RECEIPT

Receipt No: #000021999

Date: Dec 01, 2022

Invoiced To

- ▶ SPRING HILL CATERING INC
- ▶ 10 NATHANIEL DRIVE
- ▶ HUDSON, NH 03051

Facility

- ▶ SPRING HILL CATERING
- ▶ 10 NATHANIEL DR HUDSON, NH 03051-5075

Billing Information

- ▶ XXXX-XXXX-XXXX-2618 
- ▶ Spring Hill Catering
- ▶ 10 Nathaniel Drive
- ▶ Hudson, New Hampshire 03051
- ▶ mattatnefirepro@gmail.com

Invoice	Description		Total Paid
IN0037777	Cook Unit	\$225.00	\$225.00

Total amount paid: \$225.00

*This is for the new licence
JAN '23 - JAN '24*

HUDSON, NH BOARD OF SELECTMEN

Minutes of the November 22, 2022 Meeting

1. CALL TO ORDER - by Chairperson Roy the meeting of November 22, 2022 at 7:00 p.m. in the Selectmen Meeting Room at Town Hall
2. PLEDGE OF ALLEGIANCE led by Hudson resident & HEAC member, Craig Putnam
3. ATTENDANCE

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

Staff/Others: Steve Malizia, Town Administrator; Craig Putnam, Hudson Electric Aggregation Committee; Kate Messner, Hudson Electric Aggregation Committee; Elvis Dhima, Town Engineer; Paul Inderbitzen, Town Moderator; Scott Tice, Fire Chief; Jess Forrence, DPW Director; Gary Gasdia School Board Representative; Jill Laffin, Executive Assistant

4. PUBLIC INPUT

Robinson Smith, 48 Burns Hill Road

Hi. Robinson Smith at 48 Burns Hill Road in Hudson, New Hampshire. So after working with Selectman Gagnon, it looks like we are making some headway regarding the Wason Road situation. But I think it's important for the community as a whole to have some clarity and transparency regarding what we're doing right now and what actions the Board has taken so far. So if we could go ahead and clarify some of this for the community. Selectman Morin then said I guess first, we need a clarification what headway we've made. Chairperson Roy said Mr. Gagnon. Selectman McGrath then said not only that but is Selectman Gagnon speaking for the entire Board? Chairperson Roy replied if Mr. Gagnon wants to speak to that. Selectman Gagnon replied saying, sure so yeah, what we did was I talked to the gentleman and he gave me his full speech from last time what his recommendations were. He went over what he did. He contacted a lot of the different department heads and he actually made some recommendations. And so simply, I took his recommendations and I forward it to the Police Chief, as well as Jess Florence and the Engineer, Mr. Dhima. And I said, Are these suggestions viable? One of the suggestions that seemed to boil to the top was a small parking area of sorts on Wason Road. And the gentleman said that he's already spoken to a lot of department heads about that, and it seemed to be a valid idea to speak about. So all I did was simply pass the information along. And then I asked Mr. Forrence, as well as the Police Chief, if they would talk about it at the next Highway Safety meeting. And I believe that date is early December, December 6th, something like that. So they said that they would they would discuss it. They obviously know what the gentleman's recommendations are and then get back to us on, you know, on the Board, on what they think is possible.

Chairperson Roy then said and that small parking lot you're talking about is that land that we currently own. Selectman Gagnon replied, yes, ma'am. To which the Chairperson replied, okay, okay. Does that answer your question? Selectman Gagnon said does that cover about? Mr. Smith replied, Yeah. No, that's wonderful. I'm just trying to keep everybody on the same page, and I think that's important, especially throughout this process. Another aspect is it's been brought to my attention that the highway, the Traffic Highway Safety Committee doesn't have any type of capital reserve fund. So any type of improvements essentially have to come out of their yearly budget and you're asking them to essentially do a feast or famine situation. Where do we buy salt for the roads? Do we buy fuel for our trucks? Do we buy resources for our police department to go ahead and make safety improvements for the community? I don't think that's really a fair situation for those departments. And I think that having some kind of capital reserve fund that we could appropriate funds and yearly to make improvements to the safety of the community would be an ideal scenario.

Mr. Smith continued on saying, let's see. Thirdly, having a yearly evaluation of potential road safety projects for commencements would be a good scenario for the community. Having a list of different areas where we can make improvements to increase that safety. I believe it was Mr. Thatcher brought up issues on Virginia Drive and he's concerned of his own children even going down to Nottingham West, just walking there. Now the school does not have any type of sidewalk in front of the school. You're in the wintertime. You're asking the kids to basically walk next to the snow banks where they're likely to get hit by a car or something like that. So I think having a plan for some of these other areas in the community would be a very good scenario moving forward. And then finally, after reviewing the meeting last night I'm sorry, the meeting, the previous Board of Selectmen meeting, it looks like we have a surplus of about 600 some odd thousand dollars associated with the ARPA funds. I think that placing some of those funds in a reserve capital fund would be a smart way of managing some of these resources, number one. And secondly, I think that appropriating or earmarking some of these funds associated with the safety issues on Wason Road is a step in the right direction.

Chairperson Roy replied saying so, so the only thing I'll comment on is using ARPA funds to create a capital reserve fund. I'm not sure that the rules of the ARPA, the American Rescue Plan Act, would allow us to do that. Mr. Smith replied, so we can spend the ARPA funds, but the funds that they offsetted in our normal budget, we can appropriate that to a capital reserve fund. So that would make sense. Chairperson Roy replied, right. That would still have to go before the voters. Mr. Smith replied, sure. Yeah. And I'm sure having some sort of capital reserve fund would have to as well. To which Chairperson Roy replied, Right. That's what I mean. Like before we could ever a fund, a capital reserve fund, we'd have to create it first.

Selectman Gagnon then said, if I may, you brought up a good, good point. I looked to Selectman Morin too maybe at the next time we meet for the ARPA meeting, we could either ask Jess or Elvis if ARPA funds could be used for a small police only parking lot. If that's even a valid idea for that money. Selectman Morin replied, we'd have to find out because there's actually several questions that we need to get answered on the ARPA funds before we move forward. Selectman Gagnon replied okay. So we can at least ask if that's possible. We're working on stuff right now. Mr. Smith replied, that's wonderful. Anyway, I thank you for your time. I'm sorry about the tone of the last meeting, but it's just been very frustrating over ten years and then finding out a fatality and it's just awful. So I very much appreciate your time. Chairperson Roy replied, thank you. Thank you for your input.

Tim Wyatt, 139 Barretts Hill Road

Tim Wyatt at 139 Barretts Hill Road. Just briefly. I want to let the board know first thank you for your service. I am in favor of the Hudson Community Power Initiative that's being brought by the Hudson Electric Aggregation Committee, primarily for the benefit of our neighbors who are having a lot of trouble paying their electric bills and but also for a number of other matters that will be addressed by this program. I attended the presentation last week and looked at the plan. It's pretty long and so I didn't get all of it. But and I also saw the the workshop that you all attended. And I think actually you're already in agreement that it sounds pretty good. But there's a couple of things that I believe will be answered tonight later on in the agenda. And as with other matters of the town that have been somewhat controversial in some ways, I appreciate the board has been able to make a decision to bring to the town the ability to vote on these matters that could be helpful to the residents. And thank you very much.

Heidi Jakoby, 94 Gowing Road

My name is Heidi Jacoby and I live at 94 Gowing Road here in Hudson, and I just have a statement tonight. Public Engagement, Transparency, and Curiosity I would argue are critical to the functioning of any town. I have heard from each of you that the public needs to take more interest in the town. As you know I have taken that too heart.

I want to thank each of you for your continued service to the town, as selectmen and as liaisons to various committees, throughout the town. I know this is all very time consuming and it is appreciated.

Today I want to address the Planning Board liaison Mr. Guessferd directly. Unfortunately, after the November 9th planning board meeting I was informed and shocked to hear all public input has ended. There was new information presented on the 9th and I know there are more reports and information to come.

I have spent well over 30 hours reviewing the documents for the Target Hudson Logistics Center Project and I have a variety of questions I would like you to ask the developer. I know this is a new project and I am just flabbergasted at how the planning board is using waivers and references to the old Amazon project so freely. Alas some waivers have already been granted, and I for one disagree with the rationale used to grant them.

Since the Planning Board continues to reference the Amazon Project I would hope that you Mr. Guessferd and all of the new planning board members have reviewed that documentation and have considered some of what was said in those reports and meetings.

On November 9th I had 13 questions I wanted to ask, not for or against this project, but wanting clarity on a variety of issues that were not clear in the reports, nor were these issues brought out by the planning board. Today I will try and be as concise as possible.

1. Property Values: Even though the Amazon project was approved the peer review of the real estate report stated and I quote:

AER Preliminary Observations ...While acknowledging Mr. Reek's effort and general approach, comparability is an inherent issue in the Logistics Hudson setting, because there is, in fact, no sufficiently close comprehensively comparable experience in the State.

Being there are NO close comprehensively comparable experiences in the state one can agree with Mr. Reeks that there will be no effect, but one can also conclude that there will be a significant effect on real estate value. I would argue as did other residents that this is clearly an issue, which was never resolved, and with another year having gone by, I do not understand why the planning board has not required a new peer review of the new real estate report?

2. Water: There will be cuts into the ground over 35ft deep in some areas. What information has the applicant provided to show that the aquifer that may supply wells in the area would not be disturbed? This cut is close to the river so I would think it would have some effect. What would be the relief for residents who may lose their well?
3. Aesthetics: Having participated in the focus groups for the town Planning process, one thing that was a main topic was the Aesthetics of the town. Would the planning board please ask the applicant about how it might improve the aesthetics of this site as viewed both from the river as it is a recreational river, and from the Sagamore bridge, as many enter our beautiful town? We know eventually solar will be placed on the building why not ask the builder to adjust the berm and sight lines to include the extra height of the solar panels to ensure the residents cannot see anything on the roof?
4. Traffic: At the last meeting, we found that Target will be sending 25% of the traffic down through town to route 102 or 111. Assuming that is correct then what traffic mitigation should be considered further down and through town? All mitigation stops at Wason Road. What about the roads beyond Wason? Especially where there are more pedestrians, bikers, and students.
5. Public Safety: I noticed the Police report was not in the file for the last planning board meeting and I look forward to reviewing that as well. Having done a great deal of research on the impact of adding an over 1 million square foot warehouse to community infrastructure, the statistics are clear that there will be a significant drain on our Police and Fire, just look at Fall River, MA. I am urging the planning board to look much more closely at the statistics and to make sure we can staff all shifts with this influx of need. More questions need to be asked and answered here.
6. Monitoring: Please be clear on what type of monitoring will be done going forward: traffic, sound, light, air, water, etc. be specific as to the consequences of being outside the set parameters. There needs to be clear and meaningful consequences and a process for maintaining good order and transparency. Why not require the developer to have a night sky consultation with the association to ensure the best lights are used in this case when it is built? Why has there not been a sound study which takes into consideration the river and how sound travels over water?

Clearly, I have many more questions. There were over 70 stipulations in the approval of the Amazon facility. I want to encourage Mr. Guessferd and the rest of the planning board to look at those stipulations with fresh eyes as this is still the first warehouse of this size to ever be built in New Hampshire and never has one been built so close to a residential area. Does there need to be more stipulations or some better wording of the ones which exist on the Amazon plan? Hudson is a test case, an experiment, this has never been done.

We have elected you to do what is in the best interest of the town. As we are the test case for such a warehouse, please take extra care in reviewing this new project. Time has passed, things have changed, and this project needs a fresh look and fresh consideration.

I hope you have taken my earlier letter concerning the sewer allocation into consideration and I hope to be hearing more about that in the future.

Infrastructure continues to be a concern throughout the town, staffing of our police and all emergency services is of critical importance and needs to be carefully considered with every decision. I really do appreciate all the work all of you have done, and I appreciate this time to make that statement. And I do have a printout, if you'd like one. Selectman Guessferd replied, absolutely would like that.

Selectman Guessferd then said I want to make a comment. Just just from my perspective, I am aware that there was no public input at that meeting. I don't believe that that was intentional, per se. In other words, I don't think public input has ended unless. What gives you that? Ms. Jakoby replied, after the meeting I went up to the Chairman, Mr. Malley, with Mr. Groth also and asked if there would be additional public input, and they said there will not be any additional public input. Public input had ended unless there is a major change in the site plan that has been proposed. That was my understanding of what they informed me of, and that's the only reason I came here today. Selectman Guessferd replied, Okay. And I will I will look into that as well. Okay. Because that's that's kind of I wasn't involved in that conversation. Ms. Jakoby replied no you weren't. Selectman Guessferd went on to say I did talk about the fact that there hadn't been public input that night. And as far as I was concerned, that was not it was it was more of a mistake. But let me talk let me talk with the Chairman and Mr. Groth and we'll, certainly, as far as I'm concerned, we'll make sure we at least address your concerns. I'll do I'll do my best to get those out there if there's not public input. But your input will be if you give me that information, yes, I will pass it on to the Board. Ms. Jakoby replied, thank you so much.

Janie Delano, 18 Blueberry Lane - submitted electronically for the public record. Ms. Delano had originally submitted public input electronically on 11/15/22. The Executive Assistant forgot to add it to the agenda to be read for public input. Ms. Delano then sent a follow up email 11/20/22.

On Wednesday, November 30, 2022, 2:00AM Janie Delano tadandpole4@yahoo.com wrote:

"To whom it may concern,
I requested that my input be recognized at your public meeting as you will note below.
To make it easier "Due to my inability to attend night meetings, please enter this into your record as I am opposed to the Opt Out proposal."

My opposition was not "counted" that I can see or hear.

And at your meeting 11/28/2022 again it was not stated however it was repeatedly stated --5 people spoke very favorably, not exact wording yet close.
and "14 people were referenced to being there, (not a BIG representation but my 1 vote matters. So in essence, 15. Or 6. (If not more that were not mentioned)

Please recognize my (and others if there are those) objection.

Please give people accurate perspective.

I watch every meeting.

I vote in about every election.

I am one of those 2500 or 3000 you speak of, voting residents.

Thank you.

Janie Delano
18 Blueberry Lane.
Hudson Nh

On Tuesday, November 15, 2022, 02:31:10 AM EST, Janie Delano <tadandpole4@yahoo.com> wrote:

Good Day,

Perhaps saying there was a "vote" in the sense that it was an official "vote", no the selectmen did not vote.

Let us say then that it was agreed, 3-2 that you come back with more information i.e. on an Opt In plan.

And the warrant as was presented did not move forward.

Semantics in my view.

Any town resident can now choose a lower electric rate without this plan as you and others suggested by stating already some of the selectmen have chosen. As I too have already chosen my rate.

So to have residents of our town chosen what is best for them without this Aggregation Proposal.

In my view (and many others) we do not need a "government" proposal to obtain lower electric rates.

I know you believe differently. That is fine.

For you or anyone else to suggest that

" But understand that a vote against such a warrant article is a vote to deny your neighbors the ability to choose for themselves whether they wish to participate in Hudson Community Power (and save money) or not."

our vote against this is to deny our neighbors to save money is simply false and an unwelcome narrative.

People know how to save money all by themselves and it is unwelcome for someone else to dictate/suggest/etc. how I will save money or

how my neighbors will save money.

To address the issue of a locked in rate, we have locked in mortgage rates, bank rates, car loan rates--all locked in.

To suggest this is bad is a fallacy also, in my humble opinion.

Due to my inability to attend night meetings, please enter this into your record as I am opposed to the Opt Out proposal.

I appreciate the selectmen recognizing the "problems" associated with this premise.

Thank you for responding.

Janie”

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Nomination

Benson Park Committee (1-member vacancy expiring 4/30/23, 1-alternate vacancy expiring 4/30/24, 1 alternate vacancy expiring 4/30/25)

Scott Anderson

Chairperson Roy invited Mr. Anderson forward and said and you're applying for one full member term to expire April 30, 2023. Mr. Anderson replied yes. Chairperson Roy then said why don't you tell us a little bit about yourself and why you want to be on the Benson Park Committee?

My name is Scott Anderson, resident of 22 Weymouth Court here in Hudson. I've been here living here now for almost seven years. In the past, I've worked and done landscaping and agriculture and horticulture related work in general. And for most of my career I worked at Phillips Academy, Andover, Mass. On the grounds department there as an arborist and lead horticulturalist. And I feel my background and everything can be an asset to the park and the care of a valuable asset in the town. Chairperson Roy replied, thank you. And if I could comment. Phillips Academy has a beautiful campus, so if you have anything to do with that, Congratulations. Mr. Anderson replied, thank you. To which the Chairperson replied, you're welcome. Does anybody have any questions of?

Selectman Gagnon said yeah. A quick question, if I may. Thank you. I noticed on your application you said also potentially interested in the lower Merrimack Local Advisory Committee. Can you give me a quick blurb on why you kind of swayed to the Benson Park Committee and not that committee? They're both very. Mr. Anderson replied, that was I haven't learned as much about that yet. I've just heard recently mention about it in meetings here and different conversations. So I'm not quite as familiar on that end. I do really appreciate the environment and have concern for it and everything. Selectman Gagnon replied, well excellent. I am sure your skills will be used no matter where you sit.

Selectman Morin was recognized and said just where you live. I know there was some landscaping issues down there. Is there a committee where you want a committee that helped get that rectified within that development? Mr. Anderson replied, I actually sat on the board of directors for Sparkling River Condominiums for about five and a half years. I did not run for reelection this past September. That was personal to some degree because my wife had just retired and we want to do a little more other activities. Selectman Morin replied, I just know there was some issues with trees and things like that. So you're familiar with how all that works? Mr. Anderson replied, yes. to which Selectman Morin replied, excellent. Thank you.

Chairperson Roy then said anybody else have anything? I think as Ms. Laffin explained to you, we will vote on your your application at the next meeting and she'll let you know what the result is. Thank you very much for coming in and volunteering.

B. Appointment

Conservation Commission - (2-member vacancies expiring 12/31/25, 1 alternate vacancy expiring 12/31/25)

Carl Murphy (incumbent alternate member)

Chairperson Roy explained there is now a... and then we have an appointment to the Conservation Committee. It's Mr. Carl Murphy. He's an incumbent alternate member looking to apply for a full membership that expires on 12/31/2025. There's one existing vacancy. Is that my understanding? The Town Administrator replied there will be a vacancy at the end of December. Chairperson Roy went on to

say Mr. Kallgren has opted not to be reappointed, so there will be a vacancy at the end of December. So I think we probably all know, Mr. Murphy, if anybody would like to make a motion to? Selectman Morin made a motion, seconded by Selectman Gagnon to appoint Carl Murphy as a member of the Conservation Commission with a term to expire 12/31/25. Carried 5-0.

6. CONSENT ITEMS

Chairperson Roy asked, does anyone have anything they'd like removed for separate consideration? Selectman Morin said I just have a quick question on D, if I could. Chief, was that a donation from the VFW to you and the Police or was it separate. Chief Tice, who was in the audience, replied, two separate. Selectman Morin then asked they were the same that you received today. To which Chief Tice replied yes. Selectman Morin then said can't we just throw it on tonight because we're doing the VFW donation anyway? Selectman Gagnon made a motion, seconded by Selectman Guessferd to include a \$300 donation from VFW Post 5791 to the Hudson Police Department. Carried 5-0.

Chairperson Roy asked, does anyone else have anything? Selectman McGrath said I'm just going to speak to item 6B-1. She then said I just want to make a point that the person that is applying for that is no relation. So. So I can vote on it, but I just wanted to bring that up. I don't even know the person.

Selectman Guessferd asked that item F be removed. I'll speak to F, it's real quick on F, there is a meeting shown for the Planning Board on the 23rd tomorrow night. That meeting has been moved to next week which is actually on, on the, on the calendar already here. So just want to remove that from. F.

Selectman Morin made a motion, seconded by Selectman Gagnon to approve Consent Items A, B, C, D, E & F as amended. Carried 5-0.

Chairperson Roy then said so I'll entertain a motion to approve consent item F as amended. Selectman Guessferd made this motion, seconded by Selectman Morin. Carried 5-0.

CONSENT ITEMS

- A. Assessing Items - none
- B. Water/Sewer Items
 - 1) Sewer Abatement - S-UTL-23-05 Acct. #5358
- C. Licenses & Permits & Policies
 - 1) Pole Licenses - 25 new poles located throughout Town (see documentation for addresses)
 - 2) Raffle Permit - Sparkling River Condo Association
- D. Donations
 - 1) Donation of \$300 from VFW Post 5791 to Hudson Fire Department
- E. Acceptance of Minutes
 - 1) Minutes of October 19, 2022
 - 2) Minutes of October 20, 2022
 - 3) Minutes of October 25, 2022
 - 4) Minutes of November 1, 2022

F. Calendar

11/22 7:00 Budget Committee - School Budget Review - Buxton Meeting Room
~~11/23 7:00 Planning Board - Buxton Meeting Room~~
11/24 Happy Thanksgiving - Town Hall Closed
11/25 Thanksgiving Recess - Town Hall Closed
11/28 7:00 Sustainability Committee - Buxton Meeting Room
11/29 7:00 Budget Committee - School Budget Review - Buxton Meeting Room
11/30 7:00 Planning Board - Buxton Meeting Room
12/01 3:30 Trustees of the Trust Funds - Buxton Meeting Room
12/07 8:30 Highway Safety Committee - BOS Meeting Room
12/07 7:00 Budget Committee - School Budget Review - Buxton Meeting Room
12/08 7:00 Zoning Board of Adjustment - Buxton Meeting Room
12/12 7:00 Cable Utility Committee - HCTV Meeting Room
12/12 7:00 Conservation Commission - Buxton Meeting Room
12/13 7:00 Board of Selectmen - BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on November 1, 2022

- 1) Selectman Gagnon made a motion, seconded by Selectman Guessferd to seal the minutes of the first nonpublic session held during the 10/25/22 Board of Selectmen meeting. Carried 4-0-1. Selectman McGrath abstained.
- 2) Selectman Guessferd made a motion, seconded by Selectman Morin to adjourn at 10:19 p.m. Carried 5-0.

B. Hudson Community Power/Electric Aggregation Plan - HEAC - Decision

Chairperson Roy recognized Craig Putnam and Kate Messner of the Hudson Electric Aggregation Committee. Mr. Putnam explained that Henry Hendron of CPCNH was planning to be there but there was a scheduling conflict. Mr. Putnam then said So thank you to the Board of Selectmen for having us back this evening. I've got a few slides to go through to address some of the outstanding issues from the last time that we met. So what I'd like to do this evening is to review sort of the current state of affairs, both from the standpoint of the aggregation committee itself, as well as the recent happenings with Community Power Coalition of New Hampshire. I'd like to discuss the public hearing that was held a week ago tonight and then move on to a warrant article discussion, which is sort of part of the public hearing and then open it up for any Q&A from from you folks.

So when we met last was the workshop on October 4th and it was it was quite clear that there were some level of uncomfot, discomfort around the opt out nature of the draft plan as written. And Mr. Herndon and I saw three clear takeaways from from the meeting that we were asked to address, and they were to basically there was a desire to better understand the demonstrated cost savings from similar programs in other markets. More information on the success rate of opt out versus opt in plans. And finally, there was a desire expressed to ensure that we were going to make every effort to engage and inform the public about the program.

So let me take those in turn. So the first takeaway, which was to four for the Board to better understand the demonstrated cost savings. So the next day Mr. Herndon provided results or provided the following to the Board of Selectmen. And the the text is there from a message that he had sent to the Board. And basically it cites a study that was conducted in Massachusetts comparing community power rates to utility default rates. And the bottom line is highlighted there, which was average supply rate savings were 12.6%

for residential customers and 11.2% for small commercial customers. Now, we acknowledge that that was for a different state. The rules are somewhat different, but at least it's still Eversource. And so the results that we could expect should be at least somewhat comparable. We can't predict them at this point. We're too far away from being able to do that. But those are the kinds of numbers that have been achieved elsewhere in the country as well. At this point Selectman McGrath said can I make a suggestion? To which Mr. Putnam replied sure. Selectman McGrath then said so this is, this is concerning just the supply portion of the electric bill that most people receive. Mr. Putnam replied, that's correct. Selectman McGrath went on to say and I think that in order to... so that people understand exactly what they're what they're signing. If they opt in or opt out, what they're actually doing and what their bill, a typical bill say an electric bill that you'd get maybe \$100 a month, and of that, there's a certain amount that's just the supply portion. Mr. Putnam replied, that's correct. Selectman McGrath continued saying so I would think that maybe that explanation would help people to understand exactly what you're trying to what type of money you're trying to save them, that it's not going to be the entire bill. Correct? It's only going to be a small portion. Mr. Putnam replied an excellent point. And we have material for that that we have prepared and shown in the past and will continue to do so. Mr. Putnam replied, thanks. It's an excellent point.

Mr. Putnam went on to say, I wanted to bring to your attention a recent announcement. This was from July 12. It was an announcement from the City of Cambridge, Massachusetts, from their community electricity organization. And so it's a city run program provides Cambridge, Mass. With residential and businesses with alternative to Eversource's, basic service, electricity supply. So it's essentially what we're talking about here. But this was done in Massachusetts, in Cambridge. There is a link on the Electric Committee's website to this announcement. But the one of the clear takeaways here was that they're 100% renewable energy opt up option. And that's common for these kinds of programs is now more affordable than Eversource's basic default service. It's 100% renewable and it's less than what you're paying for Eversource. What they were paying, I should say, for Eversource today on the supply side. And they're serving over 33,000 households and nearly 5,000 businesses are participating.

Selectman McGrath then said so again, the opt up. What exactly is that? How does that relate to most people? Mr. Putnam replied, if you will? I do have a slide in the deck that I can show you on that. I read through. I mean, I've read through this. Mr. Putnam replied, yeah, I had some backup slides that were not part of the packet, so I can put that slide up if you'd like. And this slide is one that is it's in the Electric Aggregation Plan. Which is where I took it from. This is the, this is the slide. And this this basically is what we would be proposing for Hudson Community Power. So the default service is the blue column. So probably set somewhere at about 5 to 10% above the RPS requirement for green energy. That's the renewable portfolio standard. That's a state mandated number that all utilities, all all suppliers must meet that minimum amount. For 2023 that'll be 23.4% renewable. So we were envisioning having somewhat greener default option and intend to beat and preferably meet Eversource's default rate at launch. But to the right are some other optional products that would be possible. Now this is all for discussion, but a basic service might be opt down. I don't care about anything greener. Give me the rock bottom price. That's that's the basic service column. And then maybe there's a couple of opt up, greener options, maybe 50%, maybe 100%. Again, all for discussion. Does that help? Selectman McGrath replied, it helps me. But does it help everybody else that people that are watching this? I mean, that's the audience that you should be gearing that towards. I mean, we need to understand it, too. But, you know, it's.... Chairperson Roy then said I think we should let Mr. Putnam go through his.... Selectman McGrath replied, he asked me a question. So I'm responding to the question. Chairperson Roy replied, I think if we let them go through and then we can ask him whatever questions we have. Selectman McGrath replied go right ahead.

Mr. Putnam continued with his presentation saying, so that was that was the Cambridge slide. Takeaway, two, was there was a desire for more information on the success rates of opt out versus opt in plans. I contacted Clifton Below, who is the chair of Community Power Coalition of New Hampshire. He's the prime author of the Community Power Law in New Hampshire, RSA 53-E, which is what this whole thing is based upon. He also co-authored and sponsored the nation's first Electric Utility Restructuring Act back in 1966 1996. Pardon me. He's a former New Hampshire PUC commissioner, former New Hampshire state rep and senator, and he's also the assistant mayor and city councilor in Lebanon currently. So his reply was, was lengthy and and here it is. I've highlighted some of the key phrases there. that there are no

known cases of a municipal electric aggregation launching on only an opt in basis. New Hampshire's municipal aggregation law sat dormant and unused for 24 years because it only allowed opt in launches. There was a bill that came along later on, more recently to enable launching on an opt out basis due to the historic success of that approach that was that was done by Senator Bradley. Opt out launches typically end up serving 90 to 95% or more of utility, the utility default service. and opt in campaigns by third party suppliers serving residential customers typically garner around 5% participation. And then on a related note, after I'd received that from Mr. Below, New Hampshire Public Radio published an article on the 15th that Eversource was about to go into their new rate setting time. And Eversource was saying in the article that they're in an unprecedented position. But the key thing that caught my attention in the article was Eversource was stating that about 84% of their residential customers are on default energy service. So that comports very, very closely to what Mr. Below was saying. I think that number for Eversource, that state or I should say statewide, their service area in New Hampshire, which is not the entirety of the state. So that number might be a little different for Hudson, but but we're probably somewhere in that in that range. I'll actually have an updated value for that number for Hudson soon, because one of the things that we've done recently is we have reapplied to Eversource for updated load data and that was done a week ago. Selectman Gagnon helped me with that and they're obligated to provide that number of those numbers to us within 30 days. So by mid-December we should have updated load data and that will allow me to correct the error that you found, Selectman Guessferd, in that table in the in the document, I haven't touched it because I knew we would be doing this update. And so now I'll be able to put the correct most recent, more recent data in it. I don't know exactly what timeframe Eversource is going to give us, but it'll be more recent than the data we had before.

Mr. Putnam continued on saying, the third takeaway was that there was a desire to ensure that every effort was taken to engage and inform the public about this potential program. And so I've listed here a number of the things that we either have done or have plans to do. We got the Get Tech Smart recording date, a new date reestablished. So we're going to do that with Flo Nicolas on the fifth in the morning. We did the first of our planned public hearings a week ago today. We have another one planned for the 17th of January. Yeah, there is I believe there's already running on Hudson Community TV, some signage in between shows advertising the well, there was some that was advertising the public hearing a week ago and we can certainly update that for the future and provide additional information. We did physical signage around town with the sandwich boards leading up to and at the the elections on the eighth. We have done in the past and would plan to continue to do things like information booths at Hudson events like Old Home Days, things of that nature. And we're starting to get engaged with some of the organizations in town. I'm working on getting in front of the Rotary, but certainly interested in engaging with, you know, at the Senior Center, VFW Lions, other other organizations around town. We'll see how we fare on that.

And then finally, it should be noted that very recently on the 17th CPCNH signed a contract with a public engagement consultant, Sam Evans-Brown of Clean Energy in New Hampshire. He was formerly a host on NHPR. And what they're going to be doing is helping CPCNH engage with public engagement, planning and outreach. It is something that is critically important to the success of community power, not just in Hudson, but statewide. And we need more horsepower. And so that's that's coming on board very, very soon.

So those were those were the takeaways from the workshop. Post the workshop I had inquired about public noticing for for the public hearing that was planned for the 15th. And through some communications, I was basically asked to to stop preparations for that event. And after some email back and forth, it became clear that there seemed to be a misunderstanding about the sponsorship or who was hosting the the hearing. I believe it was felt that I was trying to do this under the guise of the Board of Selectmen, and that was not the intent. So it was good that we got that resolved. And so we then did go ahead with putting plans back in place to advertise and then hold that public hearing on the 15th. And we have now got the the get tech smart. Recording session re-established now for the fifth.

As I noted, we had the hearing a week ago today, that first hearing, 14 people showed up, which I was I was pleased to see that many people turned out for the for that event, even though that we had a fairly

short amount of time to advertise it. So before I move on to the hearing, let me let me quickly review things with CPCNH. And the Coalition is now up to 22 municipalities in one county. So continuing to grow and there are over 30, I believe the number is 35 additional communities that have expressed interest in joining. So certainly building up ahead of steam around the state, there is an enormous effort that's going on right now to prepare. Review and vote on four important documents for for moving forward with community power for these various towns. They're listed there's a cost sharing agreement and energy portfolio, risk management policy, a rate setting policy and a financial reserve policy. I haven't mentioned any of those in the past because they don't affect us at this point. I am certainly participating as other members of CPCNH and in helping to develop these policies and have them reviewed. They're still in draft form. They have not been voted in yet. But very soon they will be voted in because they're needed in order for the wave one towns that are intending to go live this spring, to be able to be stood up and function. So they would only affect Hudson Community Power if Hudson community power comes into existence. So if there's a warrant article that moves forward and it's approved by the voters, then it's up to the Board of Selectmen to actually decide to stand up Hudson Community Power. So let me just be real clear on that. A vote to move a warrant article onto the ballot obligates the town in no way, shape or form. Approval of a warrant article on the ballot obligates the town in no way, shape or form. It's only after that. Those those are basically enabling things to enable the Board of Selectmen to then later on decide, let's do this.

Mr. Putnam then said, so back to the public hearing a week ago, as I mentioned, there was a strong turnout. 14 people attended. There were a number of questions that got asked and answered during the presentation. A couple are listed here and I can speak to those if there's interest. But but overall, I want to say that the plan was was well received. There were five people that chose to come up and speak and ask, you know, directly address The Committee and they were all they were all positive. They all expressed support for what we were planning to do. And there was a lengthy discussion at the end of the hearing around some proposed text for warrant articles that I had brought to that meeting. And so the the consensus on that was so I brought three different well, actually four. I brought a proposed text or a text for discussion, let's call it that for an opt out enrollment mechanism. I brought a similar one for opt in enrollment mechanism, and then I brought a pair of warrant articles that were linked together. And I had worked with Mr. Malizia to to try to figure out how to how to do that properly. How to word that properly. And in that discussion, there were there were a couple of takeaways for us. The the clear message was the linked pair. It's too confusing. Don't do that. Keep the text as simple as possible, but be as informative as necessary. And so that's what I'm trying to do.

And basically the the bottom line was, is that the attendees expressed support and encouragement to proceed with the single opt out warrant article that that is not the one that I had brought to the October 4th meeting. That was that was that was a failure. I freely admit that was not well, well thought through. But the the article, the suggested warrant article text that I had brought to the public hearing is here. It is based on the text that the town of Pembroke has been using. And I and I adapted it for Hudson. And it's it's I guess it's a lengthy warrant article maybe as they go but I'm trying to to thread the needle here between being as concise as possible but, but cover all of the most important aspects that people would need to know in order to be able to have an informed vote on it. I was reviewing this text today and I realized that there was actually something that was missing from it. And so this this next slide is not in the deck, but it's the same slide with an additional sentence added. All right. And what was missing, in my opinion was, is there was an explanation of here's what happens if you're on default power. There was no companion sentence that said, here's what happens if you're already on a competitive electric supply plan. And so I've added something to address that this is not necessarily final, but, you know, it could still be wordsmith more I suspect. But this is this is basically what the feedback was from from folks that they wanted to see an article, a warrant article along structured like this. So that's the end of my comments. I have some others. I have the other warrant articles, if you want to look at them. The ones that I had at the at the hearing a week ago, and I've got some other backup slides if necessary. So questions, comments, please.

Chairperson Roy then said just before I turn it over, thank you for putting so much effort into getting the public out. And I watched the meeting. It was it was fascinating to me. So, you know, thank you for doing

that and bearing with us so that we can be as comfortable as possible with with what we're going to put forward to the voters. So with that, does anybody have any questions?

Selectman Morin was recognized and said people that are on budget payments. Now, with Eversource, what happens to them if they go to this? Mr. Putnam replied, the assistance plan is addressed in the Electric Aggregation Plan. It's a required section. I can't tell you offhand which of the appendices it's in, but it's in there. That's unchanged.

Selectman Morin replied, okay. Eversource was on the news the other day talking about another rate increase, and their concerns were that they can't get enough suppliers. What's that going to do if they can't get suppliers? Are you going to be able to get suppliers? Mr. Putnam replied, it certainly is a it's a valid question. Absolutely. And I, I suspect that what's going to come into play and here's where I really wish Henry was here. But I think that the difference in the way purchasing, procurement of power would take place through a community aggregation program. It's allowed to be and intended to be different than the way Eversource is required to purchase power. They can only go into market for two 10 day windows twice a year and they buy six months' worth of power. That's it. So so they're very constrained in how they can purchase the power. A community power agency...Let's just for the sake of argument, say that we go forward. It's approved. Hudson Community Power gets stood up and we chose to work with CPCNH. CPCNH's process where they're going with this, they've already partnered with a company to do power procurement or they're in the final contract negotiations. I guess it's probably best to say that that way. But those the way that company will be purchasing power on behalf of CPCNH and on behalf of the communities that are buying power through CPCNH is such that those contracts are not limited to just six months. They can be layered, they can be different start and end dates, they can be have different timelines, time periods that they extend for so that you build a portfolio of things.

Mr. Putnam went on to say, the other the other piece of this is that part of what's baked into the rate that customers would pay through. Hudson Community Power, if we work with CPCNH is that there's a reserve fund that gets built up and that reserve fund can help as a buffer. And so it can it can be used to try to mitigate some of these different rate shocks and so on. So it's a dynamic environment. Clearly. It's an environment that's certainly coming across is stressful to Eversource in their ability to purchase power. I'm sure it will be stressful for all agencies that are purchasing power, but I think the advantage of a community power agency is that they'll have more flexibility, more leeway in how they can go about doing it. And always with the goal of having lower rates. It's probably not a terribly satisfying answer, but it's. Selectman Morin replied, well, no, that's it's up in the air for everybody. But I just wondered if they're having problems. I can certainly see this having problems. Mr. Putnam replied, yeah, it won't deny that. And I'm sure it will be challenging. Yes.

Selectman Morin then said yourself and myself had a discussion at voting and you actually brought the RSA's, which would have been probably a good thing to do the first meeting, which would have explained a lot of issues and especially people that have sent us emails saying they have rights not to go into this and they're upset about that. You're taking their rights away, they feel. And you brought it up again tonight. And again, it's going to concern me about the warrant article. You said in your plan that we're as the Board of Selectmen are going to have to approve the policies. So what that says is the Town of Hudson is supporting this and behind this. The Board of Selectmen asked you to move forward with this. You are a town government organization that put this together. So when we put a warrant article together from the town, where are the questions going to come when people, this starts, that people don't know what's going on, no matter all the stuff that you did, which I appreciate, there's going to be a lot of people. And the people that are going to be answering these phone calls, these people right here, and they don't know like, you know. You know about the information. Are you willing to have somebody from your committee available to town hall to answer questions if this goes online? Because you're going to get the questions. Because they can't answer them.

Mr. Putnam responded saying, I'm not entirely sure what I'm being asked to or I mean, you're looking at the committee. I'm not sure what you're asking us to sign up for. Selectman Morin replied if this goes online, no matter how much work you do matter the Board of Selectmen does, there's going to be

questions that come into town hall. Would somebody, be available who has the education and the information that this town hall can forward to somebody on the committee to answer the questions. Chairperson Roy said I guess my question would be at what point like before before it goes to warrant article or after? Selectman Morin replied, no, because I think it would be after because we're going to have people that pay attention and they're going to go to the vote and you know how many small voters that we get. It's going to be afterwards when the masses get this and they didn't follow. Selectman Guessferd said didn't pay attention. To which Selectman Morin replied, right. Right. You know, there's gonna be questions. Chairperson Roy then said I just want to be clear about at what point you will look for some assistance. Selectman Morin replied, it would be if this goes into effect. Selectman Guessferd said if we decide to implement it. You need it after the vote. Selectman Morin replied, right. Because the way this all looks, again, we ask them to do it. The Committee did it. Part of the town. The policies are going to be approved by the Board of Selectmen. Whether they understand it or not, they're going to see that the town did this and these people can't answer the questions. Selectman Guessferd replied, right.

Mr. Putnam then said so let me let me try to answer your question. First, there's the let's say it all, it all moves forward. And and at some point after an approved warrant article, the Board of Selectmen decides, yes, we want to we want to move forward with this. So the next major thing that needs to happen is so move forward in partnership with whom? All right. So that needs that's the big thing that needs to be decided at that point. Does Hudson Community Power partner with CPCNH for power procurement? Does Hudson partner with one of the for profits that we've spoken to in the past? That's that's a that's a pile of work that needs to be addressed later. Or we're not we're not there. Selectman Morin replied, I understand. Mr. Putnam replied I understand that that's not answering your specific question yet, but all that work needs to happen. And the reason I bring it up is, is that all of that will take months. And so it will more than more likely than not at the best we're looking at this standing up and going live in the spring of 2024. All right. So there's plenty of time for resources to be brought to bear on being able to back up the folks in town hall to be prepared for any questions that come along. All right. It's not as I'm understanding how you've you've posed the problem; it's not going to be an immediate problem. It's going to be a problem that'll happen somewhat later down the road. Selectman Morin replied, I just don't think it's fair that we put all this on our employees. Mr. Putnam replied, oh, I understand. I understand. But are you asking us to be manning the phones or backing up manning the phones. Selectman Morin replied or having somebody that they can say this is your contact person. Mr. Putnam replied yeah, I think I think that we could certainly work out something where we're backing up town resources. We either the committee or, let's say CPCNH if we partnered with them or Company X, if we partner with them for procurement, I would expect that they would be bringing resources to bear on this as well. I know CPCNH is planning an all-out, you know, campaign to to help towns be ready to do this. It's part of why they brought Clean Energy New Hampshire on board and the the procurement folks and another. Unfortunately, these contracts are not signed yet so I really can't speak to who the players are yet that CPCNH is working with, but they're very close. But they they are substantial companies that have lots of expertise in this and have done this kind of thing many times for many years across the country. So they're they're they're they're very much competent to be able to help agencies like CPCNH and then the municipalities that are signing up to do this kind of thing. I can't speak quite as authoritatively as to what resources would be brought to bear by any of the for profits if we decided to go with them. Does that does that help? Selectman Morin replied, yeah, it doesn't answer my question entirely. Mr. Putnam replied but but, but we can work something out, I'm sure.

Selectman Gagnon then said so kind of curtailing on what your point was, my interpretation of listening to you gentlemen speak your question and your answer, it sounds like, you know, we keep saying a lot of ifs, but, you know, the Hudson Aggregation Committee will potentially and theoretically work with C PCNH and will have a customer service division. Seemingly, we will let town officials here and town personnel know if you get complicated questions that you can't ask, send them to the customer service number to CP New Hampshire as its as its their project and they will be funding outreach, marketing and sales like structure. So I would think to your point it would be CPCNH if we went with them that would cover that town hall would simply just pass the phone line to them. You explain it. Selectman Gagnon replied, it sounds easy, it sounds easy, but it won't be. And the problem is, like I stated, I understand it's their project. And we had the discussion on meeting day how it was all going to work. But again, the Board of

Selectmen approving the policies. The Sustainability Committee, which is a government organization, put this together. So where are people going to assume that started? That's the issue. Selectman Gagnon replied, and we can...hopefully. I totally agree with that and hopefully we can just redirect them to the source of the true information. That's what I would see.

Selectman Morin then said just got one more thing. I'd like to get something clear and clarified because I was pretty dismayed after watching your meeting, after our last board meeting. That it came out from members of your committee that the Board of Selectmen don't want people to save money. There wasn't one of us in that room that night that said we don't want people. We had some concerns because residents called us and said they don't want to be changed. And I wasn't happy with your committee. People on your committee coming right out and saying, well, they don't want you to save money. That had nothing to do with it. What we were talking about, we wanted to make sure this done was correctly and fairly to all the residents. So I just want to make that clear that nobody on this Board made that statement. Mr. Putnam replied, I don't believe I made that statement either. Selectman Morin replied, no, I didn't say that. I said your committee. Thank you.

Chairperson Roy asked, does anybody else have anything? Selectman McGrath was recognized and said so looking at the next to the last page in your presentation, the suggested opt out warrant article. Mr. Putnam replied, yeah. This is the unedited one. Yeah. Selectman McGrath continued saying, do you expect me to be able to read that up on there? I mean, I'm lucky, I'm lucky I can read this. Mr. Putnam replied, yeah, I got to make it fit on one slide. Selectman McGrath replied, no, I understand. I'm fine with. I just can't read it from there. I have to look here, and I even need these cheater glasses to actually see it all. But my question for you is this: for the warrant article, I think that I think that this is a little too wordy. And I don't mean to be insulting anybody, but I look at things. I'm used to working with something like this and I bulletize the items so that it's clearer so you can just kind of go down. They're going to be working on a ballot and they want to get in and out of there as quick as they can. They don't want to be sitting around reading a lot of stuff. So I think, that I think that I mean, consider that making it easier to read so that they can go down line by line or bullet by bullet. And this is what this is what it's going to do for me. It's going to save me money. It'll save me money. And maybe you could even put a copy of a snapshot of a bill in the supply section of the bill, as opposed to.... Mr. Putnam asked, in the warrant article? Chairperson Roy said I don't believe you can do that in a warrant article. Selectman McGrath replied, well maybe you can't. Selectman Guessferd suggested maybe we can do it in a presentation or something. Mr. Putnam replied, sure, Sure. I can certainly do that.

Selectman McGrath went on to say I just I mean, make it as easy for the voter as you possibly can. And as informative as you can. And listen, I'm not trying to pick this. I told you, I signed up for a supply. So it's changing my bill. I don't know if it's changing it by \$0.02 or \$5 or it's not going to be it's not going to be the entire bill that they're going to be saving. It's just the supply, the supply portion of the bill. So and people need to really be aware of that so that they're not expecting to get their bill cut in half. It's going to be cut by a portion, a small portion of it. Mr. Putnam replied, so certainly all of the points that you've raised are quite valid. We're happy to and intend to address those kinds of things in our outreach and the education kinds of things that we're going to be doing. Like I said, we've already got some slides that.... Selectman McGrath interjected saying I know, but. So you had you had an outreach, right? You had a meeting here, a public hearing. 14 people showed up. I would expect that it'd be more than that. 14 people is great. I'm not saying that it's not, but it's not 20 people. It's not 30 people. It's I mean, this is saving them, potentially saving them money. Mr. Putnam replied, which is why we're trying to do things that have a much larger outreach like Hudson, you know, cable TV and Flo Nicolas, Get Tech Smart Show and so on. And so we're going to try to get as much outreach as we can and we can have sessions that are tailored, I suppose, one way or another, you know, one one on here, you know, Electric Bill 101 kind of thing. Here's the way the bill is structured. Like I said, we have those slides. Selectman McGrath replied I'm one person of this Board. One person. those are my comments. And and like I said, I'm in favor of trying to save money where you can. And I want that for all of the residents, the taxpayers of Hudson to be able to opt in. Opt in for saving saving their money on electric bill. But again I'm one person. Mr. Putnam replied, I wish that opt in could work. There's just no track record of it working. To your point around the amount of text and so on. I'm happy to sit down and wordsmith that with, with who whoever wants to work with me on

that. That's that's fine. I don't know whether you can do bulleted items in a warrant article. I have no idea, but happy to, happy to engage.

Selectman Gagnon was recognized and said thank you, Madam Chair. And this is probably taken, excuse me, this is probably can be taken offline or at one of the committee meetings, but I'm just reading it, you know what you have written here and I get your intent. But what comes to mind is, is as you keep saying, this is a multi-staged approach. And so I think you should look at this as the warrant article is simply to initiate one of those stages. Whereas currently the way you have it written is you're trying to cover the entire program and that may be too much. I think reading it just cover what this stage is trying to accomplish. And then the other...Mr. Putnam interjected saying well that was the original warrant article, if I might. And the problem there was is that it required there was no information about, so what am I actually voting for. Because it just simply referenced the Electric Aggregation Plan. That's a 70-page document. And so so I was trying to, you know, that one was too too extreme over there, and maybe I've gone too far in the other direction. Happy to try to wordsmith with someone.

Selectman Morin then said my question to you, Selectman Gagnon, if he said it was this warrant article for this stage, does that mean in the future we'll have to do them for the next stage and the next stage where this, this encompasses so they can move forward. You know what I'm saying? Selectman Gagnon replied, very good point. Selectman Morin asked, do you know what I'm saying, to which Selectman Gagnon replied yeah. Yeah, very good point. I, I guess just in this discussion, I would say no. I think the the only thing you need to ask the voters for is if they authorize the plan, then all the stages of who we pick, CPCNH or someone else, how we stand it all up. I don't believe the voters would need to approve anything further.

Selectman Guessferd then said right. This says to authorize the Board to develop and implement. Chairperson Roy said, Right. So we would take all the subsequent steps. Selectman Morin then said it would have to be in there just to make sure it's covered. Selectman Guessferd added, yeah that parts got to be. And then we then figure out how to do it. if if people are in support of it. I mean, that's.

Selectman Gagnon then said so it sounds like the final result is the words. Chairperson Roy then said, And I just want to be clear. So if the warrant article were to pass and the Board as a Board still didn't see the benefit of it, then we don't have to go forward. Is that my understanding? Mr. Putnam replied, that's absolutely correct. Chairperson Roy replied, All right. Does anybody else? Mr. Putnam then said so these are these are some. These are two gates that we need to get through. First one is getting the warrant article to the ballot and then getting the warrant article on the ballot passed by the voters. Neither of those encumbers the town, neither of those commits the town.

Chairperson Roy said, does anybody have any. I just have one question for you. Is this presentation and all of the information that you garnered from the first public hearing, is that available somewhere online for the citizens to see? Mr. Putnam replied, so the minutes of the public hearing are in draft form and we'll be... Chairperson Roy held up the printed slides and asked, is like this up? Is this anywhere? Mr. Putnam replied oh, this presentation? I will certainly put it on the HEC website if it's not on already there. But it will be there. Chairperson Roy asked, is that part of the Town website? To which Mr. Putnam replied, yes it is. It's, it's under the Sustainability Committee.

I'll make sure that this is there as soon as possible. Selectman Guessferd added and maybe on the front of the website. The face of the website of the town website and maybe it's also said see the new whatever just so people can. Chairperson Roy said the little like news section. Mr. Putnam replied notices section or something. Selectman Guessferd said notices section. Because that way people at least will see that. And then they'll dig down. Mr. Putnam replied, I can ask Lorrie to do that.

Chairperson Roy then asked, so do you need anything for us to do anything tonight? Mr. Putnam replied, it was my understanding from the title of this part of the meeting that there was a decision to be made. Chairperson Roy replied, oh it's a decision. Okay. All right. The Town Administrator then said you might want to get an edited warrant article for the next meeting because why pass something that you don't

know what it is. Chairperson Roy replied, right. So we would want to see it with the edited version. Yeah. So, yeah, just so we have an accurate. Mr. Putnam replied, that's fine. The Town Administrator said for the the next meeting on the 13th. Mr. Putnam then said okay. That's fine. It does not have to be. I'm not looking for anything in the way of a decision tonight. It was my understanding that there was an intent to do one. Chairperson Roy replied, okay, so then, just so we're clear after that is if we go forward, can they edit it more like everybody was talking about how wordy it was and everything? Can can it be further edited or do we. Cuz I don't want to I don't want to put something forward and then say, oh, that's not that's not the wording that everybody saw when they listened to the meeting. The Town Administrator replied, what I would advise is if he could wordsmith it slightly, give it to our attorney, have him take a look at it. If the attorney says it looks like it would be in compliance, that would come back to the Board. Chairperson Roy replied, okay, all right. Mr. Putnam said I'm happy to do that. The Town Administrator then said so you have until probably the week before the 13th approximately. We have a week or two to do that. Mr. Putnam responded saying, okay, that's not a problem.

Selectman Guessferd then said, and my comment with regard to that is I think what everybody's kind of saying here is they've got to get a lot of the detail out of this. A lot of the it's more, this is more of an explanation than it is a warrant article. And I get I get it. I understand. But I can tell you right now, people will not read through it. They'll either just say no or they'll say yes because, you know, whatever they see at the bottom; governing body vote, whatever. And so, yeah. Got to not like the original, you know, but somewhere in between where, you know, where it's relatively easy to read. It's got it's got the information people need to know is I mean I think like the last sentence is good. I mean, it will not launch unless electricity rate is equal to or less. People need to understand they're going to save money when they read this if they're going to if that's the piece of it. But I mean, again, there's more of this that's offline. But yeah, bring it, bring it down, because as it is, it's not. Selectman Morin then said yeah, just just off the top of my head, looking at it at least 30 days before the that can come right out. The Chairperson agreed saying, I don't think that's necessary. Yeah. Yeah.

Selectman Gagnon then said and I guess just so we don't step over or have issues, miscommunications like our first meeting here, are we in consensus that this gentleman can can move forward with wordsmithing, that we generally believe in the plan and that the next public hearing in January, as of right now is is okay. Chairperson Roy replied, I'm not going to hold anybody to. Selectman Guessferd said well, we want to put it to the voter. Bottom line is what are we going to put to the voters. Chairperson Roy agreed saying, yeah. I'm not going to hold anything to... Selectman Guessferd interjected saying whether we support the plan individually or not, what are we going to put to the voters? Chairperson Roy agreed saying, right. Selectman Gagnon then said you know, again, I misspoke. I just mean. Selectman Morin replied we are we are by asking them to come back with a change. So we are. The Chairperson added yeah. But I'm not going to hold anybody to how they vote. To which Selectman Gagnon replied no, no, of course, of course. I meant the public hearing in January. That can still be planned in that kind of thing.

Mr. Putnam then said so I have a question for you, though, just so I'm clear on this. So in order to advance a warrant article onto the ballot, am I saying that correctly? The Town Administrator replied, to the warrant, to which Mr. Putnam replied, the warrant. Thank you. It needs to have at least three positive votes? Chairperson Roy replied, yes, yes. it has to have a majority vote. Mr. Putnam replied, okay.

Selectman McGrath was recognized and said I just want to I want to be clear. I'm in favor of saving the taxpayers any money that they can. It just has to be done correctly. They have to know exactly what they're agreeing, what the voters are going to be agreeing to.

Chairperson Roy then said just to help you give a little bit of a plug, next public hearing on this...Mr. Putnam replied oh, the it's planned for the 17th of January and with the 19th is a snow date. 7:00 PM Buxton. Room. Chairperson Roy replied, okay. All right. Thank you. That was my last, my last thing. If nobody else has anything. Selectman McGrath asked, is that a big enough room for you? I mean, I know you only had 14 people at the last, but. But say 30 people show up. Are you going to have enough room in that? Selectman Guessferd replied, I think 30 is good. 30 is okay. Now if you get 60, that's another

ballgame. Selectman Morin replied, well the numbers higher but we've already been down that road. Chairperson Roy said I think 34 participants and you might be pressing your luck, if I remember correctly.

Mr. Putnam then said so I will plan to come to the next meeting, which is...Chairperson Roy replied, December 13th. Mr. Putnam replied, December 13th. Okay. And I'll have... so I will work on wordsmithing this down is there. Can I work with you, Mr. Malizia? The Town Administrator replied, you'll have to give it to me if you go to the lawyer, so yeah. Mr. Putnam replied, so I will work on trying to pare this down to the minimum. Selectman Guessferd said try to get some of the steps and things out of the process, out of it. This is about a concept. Ms. Messer asked, and you need it how far in advance of the meeting with? The Town Administrator replied, the Thursday prior. I don't know the data that is, but the Thursday prior, I think it's the eighth. The Executive Assistant replied, it is the 8th. Mr. Putnam then asked, so are you folks willing to have drafts circulated to you and to comment on that or? The Town Administrator replied, I think you're best off giving it to me to get to the attorney. Chairperson Roy agreed saying yeah. The Town Administrator replied, because too many cooks spoil the broth. Chairperson Roy jokingly said we might end up with something twice as long. Mr. Putnam replied, okay, I think that's it. To which Chairperson Roy replied, again, thank you for all your work. Thank you for your time.

8. NEW BUSINESS

A. November 8, 2022 General Election Debrief

Chairperson Roy recognized Town Moderator Paul Inderbitzen who was present to debrief the Board on the recent November 8th midterm election. The Moderator began saying, For the benefit of those watching the November 8th was a record turnout for Hudson for a midterm election. 62.9, 63% turnout. The best we've had before that if you look back when we had a similar total checklist was 50%. So 51%. So it was a little bit of a surprise. I knew we were going to have a good turnout, but I didn't know if it could be that good, which is good. We like to have that. I wish we could have more of it. The use of the Poll Pads was a plus. We were able to process, as you see from the statistics in total, we processed almost 800 voters and hour two locations. That, that surprised even me when I put the numbers together. About 330 from Alvirne and 460 at the Community Center. Although you have to take that into consideration that all the absentees, 850 absentee ballots, were all counted and brought in through at the Community Center. So that added something to their number. But that was pretty good.

I know there were lines and I had a few complaints about the lines, but we actually moved those lines, I thought very well. And even though you were in line around the building, sometimes it you didn't you didn't last long. I think we the morning one at Alvirne was out past the campaigners, but in 45 minutes we brought that down, which I thought was really good.

Selectman Gagnon then said, sorry to interrupt you, if I may, to that point as well, cuz I think it was a interesting discussion. The AG's office reached out to or came to me and said they had two complaints at the Community Center and he said that there's a line. And then the Chief of Police came by and said, I don't see a line. And so to your point, it was interesting because I indeed personally saw the line of the Community Center going out to the road down the main road. But within seemingly 20 minutes it was gone. When the Police Chief, started to go around. He goes, I don't see a line. So we had this discussion and it was quite interesting. So I, I applaud you, the Police, for for getting it so effectively that those bubbles of people that lined up got through really quite quickly. The Moderator replied, I think so too. And we did have a line at 11 for new registrations around 5:00 between five and six. That was a little bit unexpected. And of course, to register for the first time takes a lot longer. And even though their crew did as well as they could, there were just a bunch of people that came in at the last not the last minute, but in the evening to register for the first time. So registering ahead of time is really a plus for any election because it will take you longer to get through. And they only had one poll pad to put those new registrations into the system for voting. And having more Poll Pads would have would have moved that

process forward a little bit because they had a good crew, the Supervisor of the Checklist and their crew were really, really on top of things and they were really working hard. I have to compliment the Police Department. I know there was some parking issues at the Community Center for a while and even the Police Chief was out there directing traffic. I understand they did a fantastic job. The DPW guys did a great job of setting up and taking down and even at Alvin, where they have to take it all down at the end of the night so they can free up the cafeteria for the next day. They all did a great job and my people were all, some of them missed lunch or missed dinner, they really put an effort in to make it work. And I really appreciate that and congratulate them.

The Moderator went on to say, we had about 610 new registrations. We had 845 absentee ballots that we had to, absentee voters that we had to process and then take their ballots. It would have been nice if it was like two years ago when we could preprocess and I know the moderators are working on trying to get the legislature to do that, to let us preprocess open them up ahead of time, make sure there's a signature. If there's no signature, we can call the voter and say, hey, you didn't sign it, come in and fix that. So that would that would have helped us a little bit too. But the Clerks, the Clerks, crew, they closed for the day and came in and they did all the absentee ballots. It took a while, but they were really they said, boy, this is hard. I said, welcome to my world. But if anybody has any questions about what we did, I thought the fact that we put through so many. I was comparing some of the voters per hour through. And I'll tell you, we it was a we did a lot that was that was that was a surprise to me as well.

Chairperson Roy asked, does anybody have any questions? Selectman Guessferd was recognized and said a couple of observations and I'll just ask you. I kind of felt we were undermanned as well, especially like where we were at the table. We were at it at times it was just trying to keep up with things, you know, with getting those slips from the from the Poll Pads that they brought over to get their ballot. And with two, we can figure out, I think, the best optimal way of doing that. But I just felt in general, we were undermanned and and the people that were there, they were they were they were I was amazed at how well and how great things went, but it just felt like we needed more volunteers. The Moderator replied, I would have liked to have had a few backup people to give people a break. I did not. I did expand the law requires that if you use Poll Pads, you have to have a paper checklist as a backup where you take the slips and you mark it on a paper checklist. So if there's any failure of the Poll Pads, you've got a checklist that you can start working with. There's an alternative to that of having it. I went from two in the primary to three people and they couldn't keep up. I don't think they finished at the Community Center until 11:30 because we had to get out of Alvirne by eight, by eight or nine, we couldn't finish there. We finished it later on and you're supposed to be within 30 minutes. So that was one area where I didn't anticipate how long it was going to take to do those those sheets. There's an option of of using a having a printer available where if there is a failure, you can immediately print out a completed checklist of people who have been. We're going to explore that as a possibility. We don't anticipate failures. Of course, you never anticipate failures. But all the all the Massachusetts towns, you know, the whole bunch of Massachusetts and Connecticut towns that have been using the Poll Pads right along, they've never had a problem. So we're going to look into that as an alternative to having those people, because I could have doubled that and we might still been behind. And that means I got to have six more people than what we normally have. Poll Pads is supposed to save time and people. It would have been for something that big. I would have liked to have had five check ins at each location, which like we would have possibly done for the presidential. Normally we have eight, so we have four and four. When we did the presidential, we had ten check ins at Memorial and we still had lines. So that's something we got to look at and maybe expand. But we don't have a lot of space to expand either. That's the other thing.

Selectman Morin was recognized and said I really think it's time we get out of the Community Center. During the day, we had to pull Public Works guys off the street and we had to pull Police Officers off the street because that parking lots of fiasco and I understand people come in and find the first parking lot they can. The big problem was driving around the back to the other side because they didn't know and we had to have people direct it. I think the Community Center for the amount of people, especially this showed that we had a record turnout, that we need to move it. If you put them in the parking lot of Memorial School and Alvirne there's no need for direction, there's plenty of parking. The buildings are big.

When I got there at probably 1:30, the line at the Community Center was out the door and down the side of the building to the back. I just think, you know, we need to move it out of there.

Chairperson Roy replied, so I think that there might be more than one option to explore that. And one of them is to sort of fix that parking lot as a and it's not only for for elections, but overall, like because I understand people don't know. But I also understand there's no like arrows pointed on the on the, you know, painting on the ground that says you can only go this way. Right? Selectman Morin replied, I know I understand that. But human nature is we're going to look for the closest parking lot, parking spot. They're not going to drive around. They're going to go slow and they're going to look through everything to see if there's a parking. I mean, the two schools, it's a big wide open. Chairperson Roy replied, I guess it might be worth a discussion. Selectman Guessferd replied, yeah, absolutely. The Moderator added well it is a function of the Board of Selectmen. The location and the setup is really your responsibility. And you've got two years to plan. The next one is two years from now.

Selectman McGrath was recognized and said so it might be wise for this Board to at least implore of the Governor and the legislature to make voting day a holiday. Chairperson Roy replied, wouldn't that be a wonderful thing? Selectman McGrath replied no, it would be because because the school if we need to use the schools right now, they have classes on those days and that means parking is taken up by those, you know, the high school and and the teachers and all of that. So I would think that that's something that we as voters and we as leaders for the town should be imploring, you know, our our higher ups to, you know, make this make the voting a holiday. School Board Chairman Gary Gasdia replied, just to clarify, just to clarify, we actually don't have school on those days. Selectman McGrath replied oh, you don't? To which Chairman Gasdia replied, because because it's really a safety issue. Right? We can't have the students in while you have the voters. And I think ultimately that's where we've run into issues last year when we were looking at the schools is, you know, we can have what we've done. What we did this year was we moved a couple of of the teacher workshop days so that that was there, but we still didn't have enough days. So September was a snow day, even though it was a beautiful day out. And that's where I think, you know, with a couple of years we might be able to plan, plan around that. But we can't have the we can't have the students in the school, so we don't have schools school on that day. It's just a matter of figuring out the calendar. Selectman McGrath responded, because I remember the conversation that we had before and because we were talking about looking at Memorial School as a location to vote. But the students were going to be there. Chairman Gasdia replied, so not to go too deep, but when we first started talking, the law in the state of New Hampshire would have allowed us to to have Alvirne do a remote day. They've since said you can only do remote days in the event of inclement weather. You couldn't use voting as a as a reason. So that meant we would need to close all the schools as opposed to just closing Alvirne. So that's that was a change in the law, which complicated a little more from when we first were talking last year.

Chairperson Roy then said I would put forth that we should also encourage them for automatic voter registration. That would probably help also. The Moderator added that does take up a lot of time. Chairperson Roy replied, yeah. Ms. McGrath at that is something that we should certainly explore. Selectman Gagnon then asked, could we make that type of motion tonight? I'm in support of it. Chairperson Roy replied, sure if somebody wants to craft a motion. Selectman Gagnon then asked, Ms. McGrath, would you like to say it or shall I? Selectman McGrath replied, no, you go right ahead. Selectman Gagnon said I'd like to make a motion for this Board collectively to send a letter to the Governor of New Hampshire portraying our support for a state holiday for elections. Chairperson Roy said so can I ask before somebody seconds that that be amended to include our our state representatives and a state senator? Selectman McGrath replied, I was going to suggest that. Selectman Gagnon replied, fine with me. Selectman Morin seconded this motion. Selectman Gagnon made a motion, seconded by Selectman Morin to send a letter from the Board of Selectmen to the Governor of New Hampshire, Hudson State Representatives and Hudson's State Senator, portraying the Board of Selectmen's support to make election day a state holiday in New Hampshire. Carried 5-0.

The Moderator asked the Board if there were any other questions. Chairperson Roy replied, I just have a comment cuz I have to get on my soapbox for a second. There were 10,337 votes cast. In March of 2022

at the town election, where you get to decide how your taxpayer dollars are spent. 4,259 people showed up. I think we can do better. I just it pains me that every election is important and I get that. But it pains me that we have such a low turnout at a local election. And I and I don't want to get too partisan about it, that that people vote along a party line, makes them come out and vote. And a town election is not a party election. So that's my that's my that's my thing. Selectman McGrath then said the thing to add to your soapbox is that the March election dictates what they pay in their taxes. Chairperson Roy replied, exactly! Exactly! It is mind boggling to me. Selectman Guessferd added, I think we're all in violent agreement on this. I mean, people come out and vote, you know, for the local election. It affects you way, way more. Chairperson Roy added, Right. Directly affects you. Yes. You know? so anyways.

The Moderator then said if the members wanted to in terms of planning ahead and looking at options because one of the options would be using Memorial instead of the other, another option would be changing the the wards so that more people come to Alvirne. But Alvirne's smaller they have plenty of parking. No problem. We had no problem with parking even with teachers in the in the school. They were doing their workshops over at the CTE I think. You could have more coming there. But the cafeteria is is smaller than the Community Center in terms of space to add more booths and stuff. That's something to consider too. I was thinking of that until I said, Well, that might not work at Alvirne with just the cafeteria. Chairperson Roy replied, so I don't disagree. I just think that we need, after just changing everything, we need to really cautiously and purposefully move towards whatever the next changes may be and obviously include the school cuz there are if they can't, they can't they have to call snow day, right? Then, you know, that could detrimentally impact students. The Moderator replied, and one of the things to think about, if you look at 2024 there in February, there is a there is a presidential primary which usually has a similar turnout because it's national. And that even if I give them a date, it's supposed to be the second February, in a second Tuesday in February. But there was one time they had to move it into January because the law that allows the Secretary of State to move it ahead of any other state's primary and, you know, you don't want to do that three months before and then tell the school, oh, by the way, we moved the date up. This is not this is not conducive to good. So that's something we got to think about, too. Chairperson Roy replied, I agree. The Moderator then said, but I'm willing to work with anybody. I think I have some people on on my group that would be willing to sit down and talk about different ideas, some some very knowledgeable people and interested in what we're doing. Chairperson Roy replied, thank you.

At this point in the meeting, resident Debbie Putnam, who was seated in the audience came to the public input table and said: Debbie Putnam, 59 Rangers Drive. I was a ballot clerk and I became a ballot clerk way back when COVID first started, and I was seriously worried. We were getting reports from the Massachusetts some towns worried about holding elections because they didn't have enough volunteers to run the polls. And this I just wanted to speak in support of Mr. Inderbitzen's request to the town regarding the budget of additional Poll Pads. They are a massive game changer in checking in people and making sure everything is valid. I was able to look people in the eye and say, okay, I have verified, yes, you are in the system. This this correct. We're required to say their name to them and they're required to say name to us. Once we're required to say the name back to them three times during the check in process. So it became very transparent you know very I felt very valid for the voters. And I was thanking the young people voting for the first time was very clear and I was like, thank you so much. And to echo your plea, please come out in the March elections. But it gets back to the fact that the Poll Pads are a major game changer. And they will, if they're funded, enable us to survive the next presidential election. Because clearly there's more and more interest in the town. We hope it carries through to March, but this particular election in November shows that there is more activity in the town. So that's my only input. Chairperson Roy replied, thank you.

B. Warrant Article Need - Veterans Tax Credits

Chairperson Roy recognized the Town Administrator who said, you have in front of you a packet of information regarding veterans tax credits. Just to set the scenario the legislature passed a law this year and expanded the credit to active service. Active duty, along with certain reservists and guard. DRA is now requiring that we re-adopt our credits based on that law change. So there's a standard

veterans tax credit of \$50. Hudson has elected to do an optional veteran's tax credit of \$600 and an all veterans credit of \$600. So DRA is requiring or saying you need to re adopt if you don't re adopt your optional and your veteran's all veterans, you will revert to the standard veteran's credit, which is \$50. So what I'm recommending, what the Assessor is recommending that you forward a warrant article to the warrant, it's page three of this packet, that basically re adopts the optional veteran's tax credit and the all veterans tax credit to ensure that our veterans receive the credit that they already receiving. If we don't you'll be getting a \$50 credit. Selectman Morin made a motion, seconded by Selectman McGrath to approve FY24 warrant article(s) to readopt the Optional Veteran's Tax Credit and the All Veteran's Tax Credit. Chairperson Roy then said I just have a question about that. So the warrant article talks about which I get. But it doesn't talk about the expansion that the RSA...the Town Administrator replied, the expansion will be in the law 7228. Chairperson Roy replied, oh, okay. The Town Administrator added, so that's why that's why we're doing it because now the law has expanded. So we're just referencing the the statute that we have to re adopt it. Chairperson Roy replied, okay. Alright.

Selectman Gagnon then said, question If I may, just for my lame understanding here, the the law allowed for a tax credit for veterans and so forth, and there they're expanding that tax credit to active military, correct? The Chairperson replied, correct. The Town Administrator explained, it was for retired under honorable. Selectman Guessferd then said active Guard. Active Reserve active. Selectman Gagnon asked, so do we know how many is in that potential pool in Hudson? I mean, are we going from. The Town Administrator replied, I'm not sure we have statistical information for Hudson. Chairperson Roy replied, I don't think that it's going to be. The Town Administrator continued saying, statewide I think there are approximately maybe \$6,000. Selectman Gagnon replied, okay. I just don't know if we're gonna get to get like an influx like twice as much in this line item in the budget. Chairperson Roy replied, right. I don't know, quite frankly, if too many. Title 12 or 14 folks. I mean, you'll get some Title 32 folks more than anything. The Town Administrator replied, presumably you'll get some, but it won't be. Selectman Guessferd added, yeah. I mean, they have to be on active duty, which means you've got to be stationed at Hanscom or something like that. Chairperson Roy added or you're on the Active Guard. Yes, it's not. Yeah. I don't see. The Town Administrator added, New Hampshire has many veterans, but right now there's an estimated to be about 6000 state wide. Selectman Gagnon replied, okay. All right. Just just curious. That was going to be a huge line item to encumber. Chairperson Roy replied, yeah, it's not okay. Yeah, it shouldn't be. Yeah. I don't think it'll have a huge impact on our tax rate. Okay. Seeing no further questions from the Board, the Chairperson said motions been made and seconded. All those in favor say aye. Motion carried 4-0-1. Selectman Guessferd abstained stating I benefit from it. Chairperson Roy replied oh I mean; I guess I do too. Do you think I should abstain? I mean. Selectman Guessferd replied, no, not necessarily. I just made a personal, personal choice.

C. Lowell Road Bridge - Construction Services

Chairperson Roy recognized Town Engineer, Elvis Dhima. Mr. Dhima began by saying, Thank you very much, Chairperson Roy. Good evening, everyone. First item for you tonight is the Lowell Road bridge construction phase. As you recall, this was one of the projects identified to be done utilizing ARPA funds. We got the design done, we got the permitting completed and we went out to bid. We budgeted \$650,000 for this. Our engineering estimate as we got closer to the design was \$450,000 and we went through the mandatory pre bid. Three contractors showed up and we had three bids from those three contractors. We got one for \$334,500, \$488,950 and \$492,400. \$334,500 is a qualified contractor. It's the same contractor that did the transfer station for us, very familiar with us. They did a good job. We went over the estimate to make sure we were right on target. And basically one of the items that they saved money on was the de-watering. So that's, that was basically the one thing that kind of took them below everyone else. We budgeted \$125,000 for the de-watering phase, you know, stopping First Brook, getting the culvert cleaned up. And their estimate for that was \$50 grand versus the other parties had headed over \$200,000, which was I think it was way overboard. So with that said, you have in front of you tonight a recommendation to move forward with the low bid and get this thing done. I'll take any questions you might have.

Selectman Guessferd was recognized and said yeah, you kind of addressed it. So there is a large discrepancy and you just explained the difference in price. So typically with the low bid, you would say that all three, all three bidders are relatively technically equal. Mr. Dhima replied, yeah, we'd like to see that. But that's not always the case. Yes. I mean, you know, but this one, yeah, we were shooting for \$450,000 knowing that was a very healthy number. The \$334,000 you know; I was a bit concerned. But the one thing that he also did is which I thought he was kind of smart, is we carried a certain amount of money for traffic mitigation there. In reality, the project is really off the road and we have a good staging area there. By many sources, Realty was basically going to be working with us to work in his area on staging. So it's really not any work on the road. So I think he went from ten grand to \$1,000 for that item. The concrete piece, which was the biggest one, I think it was right on target. I think we carried \$3,000 a yard and he carried \$3,200. So it was right there. But it was, it was between the de-watering, the traffic and I think it was something else, the erosion establishment. I think we had a healthy number and he has done it before. He feels comfortable with it.

Mr. Dhima went on to explain, and another thing to it too is which was different is in the past we have set up generators to fit the bypass system. So basically to get the brook from one side to the other, you have to have a pump system, a very significant one. So you have a primary one and you have power as well that you require. These guys are not using a generator. They're going to be using a temporary feed they'll be transferred. So I reached out to Eversource and it appears it's its very easy set up. It costs up to \$500 bucks. In the past, used to be as much as ten grand. So if some people said, I need to have a generator there and it's going to cost me \$50 grand or whatever, these guys basically saying, now we're going to have the power company give us that meter set up, just like you do with construction for a house when you have a temporary meter. So I think when they did the numbers and being familiar with this, they kind of felt that \$50 grand is a good number. They're aggressive and they'd like to try to get that done this year. Selectman Guessferd replied, okay, so so having said all that, all this is documented in your evaluation file. Okay. Mr. Dhima replied, yeah. We we don't want anyone to lose money coming to town and no one is going to retire on a job they do here. But we want to make sure that they're not doing something that they're going to regret. We don't want anyone in that position either when we're in position to get anyone out of a business. So we want to make sure that they're crossing their T's. We're trying to be fair. I think that's that's trying to build a good relationship. We had no issues with them at the landfill and that was a significant big project. They're very good with paperwork. So I asked him point blank, are you feeling comfortable with this? And they're like, yeah, so let's get it done. Selectman Guessferd replied, yeah, it's as much for me, that piece as it is for just making sure they're a responsible contractor. And and they didn't just because I've seen it in the past where somebody low bids and and they're really not 100% qualified. Mr. Dhima replied, it happens all the time. It happens all the time. And that's part of this, you know, and we don't always pick the low bid either. We have done that in the past this Board previous boards have we want to make sure we feel comfortable who we go with. Selectman Guessferd replied, it's nice you had an opportunity this time to go low bid. So. Mr. Dhima replied, it's always nice to come in and say we'll be able to save some money. But yeah, this one we are, we feel comfortable moving forward. Selectman Guessferd replied, Okay. Seeing no further questions, Selectman Guessferd made a motion, seconded by Selectman McGrath to approve the contract for construction services for the Lowell Road Bridge (116/080) to William P. Davis Excavation, LLC for the amount not to exceed \$334,500 and to charge costs to American Rescue Plan account number 7210, as recommended by the Town Engineer and Finance Director. Carried 5-0.

D. Lowell Road Bridge - Inspection Services

The Chairperson again recognized Town Engineer, Elvis Dhima who said, thank you, Chairperson. So with this one, we'll be doing the same thing we did with the transfer station. We're going to have the company that did the design be able to be standby in case we have any questions concerned. Part of this project, a little different than previous one we have, is we're going to have DES permit that we have to comply with. So basically monitoring the flow of water, sedimentation and things of that sort, any migration of any kind of fish over there from one side to the other, things like that. So we we're better off having a third party to make sure that we're not too biased about being our project and there's no issues

there. So this contract, the \$14,500, is going to cover five grand for DES compliance efforts, and then about \$9,500 is going to be related to on call services for me to call them in if I need a second opinion on anything, including steel or concrete mix, and then the bypass itself to make sure that, you know, we are setting this up right and we're we're not missing anything. And that's basically the \$14,500 providing additional support during construction.

Selectman Guessferd was recognized and said so when something like this, I'm used to seeing things like time and materials, in other words, in other words, billing by the hour. And like you've said here, it's up to \$14,500. I didn't see anything in the contract with like a specified rate or anything like that. I know you said the contractor's standard rates or something to that effect. but typically you would see there would just be billing out at a particular negotiated rate per hour because it looks like it's mostly labor. Mr. Dhima replied, it's basically like \$100 to \$125 on call. I think I had it in, but maybe I not included it. I think the original cost was about \$38 grand because that cost about they usually go about 10% of the cost of the construction, something like that. So if it's \$34,000, they'll do 10%, 8 to 10%. I'm like, Nah, yeah, it's Hudson. Cut it in half, it's off we went. Typically for a municipality, it's it's the standard for engineering, you know, there's a design for it and there's a construction for it. And that number is about 5 to 10%, depending on who you get and what you do. We like to do it by as needed. If I need them, I'll use them. If I don't, I don't. But the rate is basically about \$100 to \$125 and I can provide that to the board. And that's standard. You can go as much as \$175. Selectman Guessferd replied oh yeah, yeah. Mr. Dhima continued saying, I'm not looking for rising stars. We just want a second opinion. Selectman Guessferd replied, it's not so much the fact that you know of the rate itself, but it's having that rate specified in the contract. So that we know how much we're paying per hour for their services.

Mr. Dhima replied we get that information when we get the invoice. And if it's anything that I don't like, believe me, I don't have a problem saying revise. I can provide that later on if that's okay with the Board. But it's something along the lines of what they did for the design phase, and they were the low bid for that. So they've been, they've been very good, you know, providing things on time, not over budget. They actually went over budget on the design and the environmental permitting, but they did not pass that to us. They decided to eat it and that was it. So they've been good to us and they've been very reasonable on the rates. And these guys are going up every year. Just the nature of the beast.

Selectman Guessferd replied I would just say, you know, I'm not I don't have a problem with this. But this one, I'd say in the future, my advice, my suggestion is an hourly rate in the contract and they bill by that. So you know what up front, you know what the rate is up front. Mr. Dhima replied, wo what I'll do is when we cut the PO and we'll put that in as part of the backup. So all of the contract signed and then I'll provide I'll provide an hourly rate added to that. So if anyone asks when we pay, the invoices will be we'll be locked in a problem. Selectman Guessferd replied, it avoids a lot of it avoids a lot of uncertainty and issues when you get those invoices. Mr. Dhima responded, no, I totally get it. I'll let it in when we cut the PO. Not a big deal. Selectman Guessferd replied okay, great. That works. Okay. Mr. Dhima replied, thank you. Good question. You're on fire tonight. Seeing no further questions, Selectman Gagnon made a motion, seconded by Selectman Guessferd to approve the contract for Inspectional Services for the Lowell Road Bridge repair to Wright-Pierce, Inc. for the amount, not to exceed, \$14,500 using American Rescue Plan Account #7201. Carried 5-0.

At this point Selectman Morin was recognized and said I have a question for the Engineer if you don't mind. Selectman Morin went on to say, I understand there may be federal funding coming. Could you talk a little bit about that? Mr. Dhima replied, so we got notified, thank you Selectman Morin. We got notified that EPA federal money will be coming down the line for recycling centers for communities like us. So Mr. Florence and I and Mr. Malizia are looking into what that means. So we're having one of our consultants look into it, there's a deadline of December 16 for notice of intent and January 16th for actually submitting the grant. So we're going to try to give something to the Board by the next meeting, which is the 13th, if it's worth looking into it, to see if it's if it's worth pursuing it for either the design, the construction, or both and looking into what the match is, if any. Could be 100%, we're not sure, but that's in the works right now. So it'll be interesting to see. But it's regarding solid waste management and recycling, which is

basically exactly what the Board has been talking about at the transfer station. So pretty exciting stuff. We'll see where it goes. There's obviously a lot into it, but I think we're in that position where there's more money than projects out there. So we could be like the Twin Bridges when we thought we had to pay ourselves. And actually, you know, we have we're in the program through an 80/20 approach. Chairperson Roy asked, do you have any idea what dollar figure?

So any idea what a dollar figure for? Mr. Dhima replied, we're going to be asking for the for the top. But I would say we could be looking at \$250,000 for the design of the entire facility, \$250,000, and it could be up to \$7 million for the actual building facility, not including the not including the scale project, which is \$50 grand for the design and about \$400,000 for the construction, which is part of the ARPA project list. Now that's been added to Mr. Malizia. So if we get something of those lines, we could very well look into piggybacking into that and morph it into that and use ARPA funds for something else. We don't know. It's hard to tell, but. We have our consultant look into it and we're going to try to put in a professional package together. So the intent, the idea that we get someone to professionally put this together and have a better chance of getting something out of it instead of us trying to do it. So they're evaluating. We're going to have something if it's worthwhile or if it's as good as it sounds, the Board will be presented with some options. We'll see where it goes. Chairperson Roy replied, all right. Thank you. To which Mr. Dhima responded, thank you. Have a great night.

E. Request to End Contract with Milton Caterpillar

Chairperson Roy recognized DPW Director, Jess Forrence. Mr. Forrence began by saying Good evening, Madam Chair. Members of the Board. Very disappointing. Back in April, I got approval to lease purchase a front end loader from Milton Cat. The beginning of November timeframe. We were notified that the machine we were looking for is not into production anymore. They said they probably would not be able to give us one until springtime. Where this is a front line piece of equipment for snow we started scrambling. We did some calling on a couple other vendors, and we ended up going down a couple of steps than we wanted to go before that. So what I would like to do is cancel the contract with Milton Cat. As long as you people are okay the second one. Chairperson Roy said so we can we can combine the discussions so we understand what the effect is on the operation. Mr. Forrence replied, yeah. So when we got the notification that we would not see this thing until spring at the earliest. They're having problems with parts and this is one of the biggest companies in the world. And so like I said, we started scrambling. I didn't say anything to them. First question I was at is, do you have anything that we could rent? The answer was no. So that's when we started looking. So we looked elsewhere. We we found what the second packet would be. So before I can buy another one, unless you guys do that, I have to erase the contract with Caterpillar.

Chairperson Roy then said okay, so can we just go to the to the vehicle that you then want to do a lease purchase on? Because unless I misunderstood you, it's not the same vehicle. Mr. Forrence replied, it is not the same. Different, totally different manufacturer. When we go through the source while we looked at not cheapest, but we look what we also get with it. Caterpillar was at the top with what we were looking for through the Sourcewell. Volvo was second and then Komatsu was third. We had to give up a lot for the Komatsu because it's more expensive than the the latter of the two. So we had to give up the plow that we wanted with it and a set of forks that we also wanted with it. So we are getting the machine for the... hopefully we're getting the machine with a bucket on it and somewhere down the road we'll get the plow and something to do it. The funding stays right where the cat was. The interest rate is still, the Kansas City Bank is just fantastic to work with. Really good. They stayed at the 3.94% as we got back in April, so that made it a lot easier going forward. So not much change on it. Chairperson Roy replied, so I guess my point about the the what does that do to the operation to not have those two add ons, the plow and the forks, what does that do to the operation? Mr. Forrence replied, it's going to slow it down. This machine that we're going to get is not the primary machine to go out and plow snow. We have another one that heads out with the grater and the other trucks to take care of Lowell Road, Derry Street because they're so wide. This one stays in the yard, loads trucks, mixes, sand, salt as the storm goes through, heads out when we have a tree down or something like that during the storm, which is not uncommon. So we have

two loaders. Right now, we have one. we'll have two loaders that we've had since I started working here 35 years ago. So it's just a good, good piece of equipment.

Selectman Morin asked are forks interchangeable between the two pieces? Mr. Forrence replied, no, no. So what we can do is buy an attachment, an adapter, if you will, to end up doing that. But the adapter only work on that one one loader. So we're going to look into some other alternatives once we get this in house and the budget is approved for next year.

Selectman Morin then asked, with our luck with contracts, any penalty getting out of this one? To which Mr. Forrence replied, not at all. I talked to Milton Cat this morning. I was hoping he'd say, I've got better news for you so I wouldn't have to sit here tonight. But he did not say that. So there was no problem getting out the contract. Selectman Guessferd replied, yeah cuz there's nothing in the contract which talks about. Selectman Morin replied, well there wasn't either for the fire truck. That's why I'm asking. Selectman Guessferd replied, right. Well, I get it.

The Town Administrator then said the other thing is we've made no payments at this point. Right? Mr. Forrence replied, right. The Town Administrator went on to say and the second thing is the other vehicle. We'll have it here in a week or two? Mr. Forrence replied, we got lucky on that also. It was in the assembly line. The company that was buying it fell through. The guy just put the Town of Hudson's name on it. No commitment or anything until I call them tomorrow morning. But we could have it as early as the middle of next month.

Selectman Guessferd then asked so how are we documenting the cancellation of the contract with with Cat, with Milton? Are we just? Mr. Forrence replied, I'm calling him tomorrow morning saying null and void. If he needs something from me, I'll put something together and send it to him. But that's all he was requesting. Just the phone call. Selectman Guessferd replied, okay. We should probably just put a memo on the file somewhere. Mr. Forrence replied, yeah, yeah. Absolutely. Seeing no further questions, Selectman Gagnon made a motion, seconded by Selectman Guessferd to authorize the Public Works Director to end the 5-year lease purchase agreement for a Caterpillar 938M with Milton Cat. Carried 5-0.

F. Replacement Front End Loader Lease Purchase

Selectman Morin jokingly started the discussion saying, you know, I'm kind of on the fence now with this new one. Selectman Guessferd added, me too. To which Mr. Forrence replied that's only two of you! After some laughter Selectman Morin said Luck I live on the main road. It has to get plowed. Chairperson Roy then asked, okay, then does anyone have any more questions about the. The replacement five-year lease purchase? Seeing no further questions Selectman Morin made a motion, seconded by Selectman McGrath to authorize Public Works Director to enter into a five-year lease purchase agreement for a Komatsu WA370 front end loader with Anderson Equipment. Carried 5-0.

G. Resignation of FF/AEMT

Chairperson Roy recognized Fire Chief Scott Tice. Chief Tice said, so firefighter Andrew Perkins has given a letter of resignation effective Sunday. Andrew's been with us since January of 2014, so we just shy of nine years. He's going to be moving on to the Franklin Fire Department. We have we've had some good conversations. This is not any issue with his employment here. This is based on personal, personal reasons and personal choice. So while we hate to see him go, because he's been a very good employee for us and he's a really good kid, but I encourage him to do to make the decision he's making because it's in his in his family's best interest and the demotion. We're already in a hiring process, so we really don't need another motion. We're already moving forward with that. Chairperson Roy replied, okay. So you just need the one motion to accept the resignation. Anybody have any questions? I'll entertain a

motion to accept a letter of resignation from Firefighter/AEMT Andrew Perkins Effective 0800 on November 27, 2022, with the Board's thanks and appreciation. Selectman McGrath made this motion, seconded by Selectman Gagnon. Carried 5-0.

H. Walmart Grant Acceptance

The Chairperson again recognized Chief Tice who explained, the Fire Department's been awarded a community grant from Walmart in the sum of \$2,000. So I'd ask the Board to authorize me to accept that, and we would follow up with a letter of appreciation to them. Seeing no further questions *Selectman McGrath made a motion, seconded by Selectman Gagnon to authorize the Fire Chief to accept the Community Grant sponsored by Walmart in the amount of \$2,000 is recommended by the Fire Chief. Carried 5-0.*

I. Release of Discretionary Easement - 274 Lowell Road

Chairperson Roy recognized the Town Administrator who said, I received correspondence from Attorney Andrew Perlman regarding property at 274 Lowell Road. He has a client buying 274 and 280 Lowell Road, and there was an unusual no development easement on that property granted to the town that expired in April 1st, 1988. The title company that's working on the property sale recommends just to have the town release that even though it's not required. It's already extinguished. So I took the request to Attorney Lefevre. He sees no reason not to do it. Matter of fact, he thinks it's a reasonable request. So I have it in front of you to release the discretionary easement that actually lapsed in 1998. Pardon me? In 1988? Yeah. The Chairperson asked, anybody have any questions?

Selectman Gagnon was recognized and said yeah, just just quickly, this address, it just interesting to me that it had an easement to not build, even if it was so old. The Town Administrator replied, it was ten years. It was a ten-year easement. I don't know what the rationale was. Selectman Gagnon then said and this property 274 Lowell Road? The Town Administrator replied south end of town somewhere in proximity to trying to think past Walmart past all of that. Selectman Gagnon asked is it right in your Haffner's that open lot there? The Town Administrator replied, no no. It's much further south of that. Before it turns into Dracut and River. Selectman Gagnon then said okay. I just find it odd that there. Selectman Guessferd said on the right hand side heading south. The Town Administrator replied I believe it's the left hand side. Selectman Gagnon then said and your assumption of why a no build easement would have an expiration? Usually a no build easement is to protect the land and so forth. The Town Administrator replied, yeah, I couldn't tell you what the what the what the impetuous was back in 1984 when they did this. Selectman Gagnon replied okay. Thank you. The Town Administrator replied, nonetheless, it's expired. It's it's actually moot. But title insurance companies like to be like belt and suspenders so no reason for us not to release it. It's not in force. Seeing no further discussion *Selectman Guessferd made a motion, seconded by Selectman Morin to sign the release of Discretionary Easement granted by Herbert Brown and Charlene Brown to the Town of Hudson, dated February 21st, 1984, as recorded at the Hillsborough County Registry of Deeds Book 3159, Page 0269. Carried 5-0.*

J. Warrant Article L - Funding for Benson Park Renovation Capital Reserve Fund

At their meeting on October 20th, the Benson Park Committee voted to approve a request for a warrant article to add \$10,000 to the existing Benson Park Renovation Capital Reserve Fund. If you recall, the voters approved a \$10,000 fund funding for that reserve fund last at last year's town meeting. The fund, I believe, has a balance of approximately \$62,504. That's after we did the Haselton Barn move. So it stands to reason that \$10,000 is reasonable to replenish because obviously we have things at

Benson Park that we need to maintain and or renovate. So this would afford warrant article to the warrant in the amount of \$10,000 should you approve it. The Chairperson asked, does anybody have any questions? Seeing no questions from the Board, Selectman Morin made a motion, seconded by Selectman Gagnon to move Warrant Article L - Funding for Benson Park Renovation Capital Reserve Fund to the warrant. Carried 5-0.

K. October 2022 Revenues & Expenditures

The Chairperson recognized the Town Administrator who said, so we are 33% or one third of the way through the fiscal year. At this point, everything looks like it's tracking very, very reasonable. Certainly, as I've mentioned before, we always encumber the trash contract and legal. But typically at this point in time, we seem to be tracking pretty much where we should be from an expense perspective. Like I don't see anything right now. I look at welfare, maybe it's coming, but right now we've managed that account pretty well and we've managed our legal affairs fairly well at this point in time. And automobiles, just keep keep on trucking. We're 36.6%, so we're ahead. I'm fascinated by that. But you know what? No complaints. It's it's great. And we even actually had a little bit of uptick in our interest. In our interest. I can see the environment's improving. Not for the borrower, but for the for the account owner. So it looks like we've actually gotten a little bit of favorable interest this past month and hopefully that will continue because all of that helps to help you make decisions on tax rate surplus, whatnot. So, so far, so good. Chairperson Roy asked, anybody have any questions about revenue and expenditures? There were no questions from the Board.

L. Right to Know Policy Public Hearing Discussion

Chairperson Roy began the discussion by saying, so it's been asked that we have a discussion about approving the policy after a public hearing. So it is, it is a deviation from the way we typically approve policies. You know, it's not an ordinance. It's it's simply a policy. But I agree that we would have a discussion about it. So if anybody has any comments about it, if they want to move forward with having a public hearing or if they just want to approve it, as we do with every other policy.

Selectman Guessferd said given this subject I think it's probably, it may be, it may be a wise move to have a public hearing. Just to be transparent is the Right to Know policy. I mean, I'm willing to listen to any side of this, but that's kind of my initial thought is you know, it's taken a long time to get to this point. We've taken several months and gone through various aspects of it. But whatever other input there is, I'm listening.

Selectman Gagnon was recognized and said so I... thank you for that for that input. I mean, I'm, I think the intent here I speak for my interpretation and to reiterate what was said before at previous meetings was simply to have a mechanism where if this Board ever were, I'm not saying anyone here in this room were to be, but if the option were to be malicious to this policy in some way and change it without the public's input, I think I personally would just like to see a mechanism, if it's not a public hearing, just a mechanism to make sure that the public is aware of any changes and even, you know, have input or even sign off on any changes because this really is a policy between the people and us.

Selectman Morin was recognized and said first of all, we have a state law that already does this. So this was above and beyond the state law that we're required to do. I think they put their due diligence into it. It's been approved by our attorney. As the Chairman said, we don't do policies every time we do it. And what are we going to get out of public input? Because the Committee the Committee is the one that put this together and we have to approve it. And if somebody in the public hearing didn't like it, we still have a state law that says this is what we've got to do for minimum. So we're above and beyond what the state

law says. So we've done everything we possibly can. I mean, the committee's you know, we've even sent it back to the lawyer. The Chairperson added, a couple of times at this point. Selectman Morin replied, yeah, exactly. I mean. Selectman Guessferd replied, alright. No, and this is why I wanted. The Chairperson added that's why I want to open it up. Selectman Morin added, that's what we're talking. Because it was a request to have this discussion.

Selectman McGrath was recognized and said am I not...am I not correct, when they were here the last time the Committee Members, they hadn't incorporated all of the or made the changes that our town, the Town Attorney recommended. The Town Administrator added, there were three outstanding things. Selectman Morin agreed saying, yes. The Town Administrator continued saying this is one of them. The other two, we still have to work with the Attorney to make sure that we come to agreement, i.e. the Committee and the Attorney as to what it should or shouldn't say. I believe it had to do with native format language and there was some other piece. But this is one of the things that the Attorney, I believe, didn't feel you needed to do, but I believe that's what he said.

Chairperson Roy then said so I will tell you that I'm reluctant to do it for a couple of reasons. One, that committee that was formed was subject matter experts on it. Right. So there's there's that issue. That's the issue, again, that we talked about that it's been to for legal review a couple of times. And with we're still working with them to massage some language. And then what's to say somebody doesn't come up with another policy and say, hey, this policy is special for whatever reason, and we should have a public hearing about that. And then as time goes on, this entity gets bogged down with public hearings on on policy, which is not not something I think we should we should have. I do, and I said it before as to changes to the policy, I think I think we have the public input process. I think that if we take again, like the the School Board does a first read, second read approach to change in the policy. I think that would be a more appropriate and quite frankly, I think we should do that for every policy so that if people do want to have public input to it, they have two bites at the apple to do that. I just don't know to have a formal public hearing for every policy is.... Selectman Guessferd interjected saying I agree. So post it or whatever. Selectman Morin then said when we formed the committee too, remember we had the public input. Who do you want to represent you on the Committee? Selectman Guessferd replied yeah, true. Okay. No good discussion. I just want to make sure that.

Selectman Gagnon then said so then if I make could we curtail on what you were saying a little bit. Can we make a motion to, to kind of change the way we do all of our SOP, standard operating procedures, Chairperson Roy said policies? Selectman Gagnon continued saying to have first and second reading similar to what the School does so that we make that consistent so. Selectman Morin replied well some of that shouldn't be related to the public. Some of our policies should there shouldn't be no impact, especially, you know, if a department head brings a policy directed towards their department, then there should be no public input on that. Selectman Guessferd said I think it's a rat hole. To which Selectman Morin replied, exactly. You know? Selectman Gagnon then said so, so then how do you so I guess Chairperson, how? The Town Administrator then said what I think the School, I believe does is do they do two readings. So they have a policy, they introduce it. Chairman Gasdia agreed saying, right. The Town Administrator added, you have public input at your meeting. Chairperson Roy agreed saying, right. The Town Administrator continued saying, folks can come to public input. They're not they're not debating the policy with you. They may provide public input because there's two readings, there's an opportunity, I assume, between the first reading and the second reading for the public to make comment. The Chairperson replied, right. It's not a, it's not a special public input. It is public input at regular meeting. So you know, the policy is for the first read is published with our agenda. So on Thursday before. The Town Administrator replied, so you would expect that if you had two readings, you know people might not be aware of it. But after the first reading, if you then sent it to a second reading, unfortunately people have to pay attention to their government and they have an opportunity to come to a public input or send correspondence into the Board before you adopted a policy at a second or after a second reading. I think that's the whole thought process because I cribbed theirs and I could probably prepare something for the next meeting.

School Board Chairman Gasdia was recognized and said and I don't think you see a groundswell of people. Chairperson Roy agreed saying, right. I mean, I don't either, but it allays the the point of having above this particular policy. But it is also a kind of a compromise. And I don't think it's it's a bad practice to have a first read, second. Because it also gives us the opportunity to hear what our fellow Board members have to say about something we were thinking about. And then the second reading have a more formed opinion and discussion about it.

Selectman Gagnon then said so just just follow up. I think I'm on board with a lot of what's being said. To Mr. Moran's point, I'd assume that after this we all agree on the policy that the committee will be expunged, so they won't be really around to help with any changes in the future. Right? Chairperson Roy replied, that that would be my it would be disbanded. And I might want to think about leaving that option open to reform them if we needed them. Selectman Gagnon replied, yeah and so I think I'm totally on board. How do you solidify then the first and second reading for some policies and not others? The Town Administrator replied, so I'll just bring something to the next meeting that says, do you want to approve this as your operating procedure, i.e. two hearings two readings or whatever, whatever they refer to it as. Chairman Gasdia said first and second.

Selectman McGrath was recognized and said so I want to be clear about what the Town Attorney has recommended. Is he recommending that we do have a public hearing on on this or not? Chairperson Roy and the Town Administrator both replied, no. The Town Administrator replied you should be because you should be consistent somewhat with the same practice and policies that you're observing with all your other policies. The Chairperson agreed saying, right. The Town Administrator then said and it's not common practice to do public hearings when changing a policy. Selectman McGrath replied and I just want to make sure that we're paying attention to the Town Attorney's recommendations.

The Town Administrator then said public hears hearings require time notifications. Obviously, there's that component, but there's also an advertising you have to publicize. And we typically publicize all these, in, we still have to do it in a paper of general circulation. And because they know that it's not inexpensive to do that.

Selectman Morin then said and just to your question, you know, the Fire Department comes up with an IV policy. People shouldn't be making discussions on that. You know what I'm saying? Chairperson Roy asked, is that kind of policy even come before us? Selectman Morin replied, well, it might, depending on, you know, but but. The Town Administrator said there are other things that come up that are probably more common. Selectman Morin then said but but again, if you make this policy reference, if you make this policy, it says you've got to review every policy. We've got to review every policy. Selectman Gagnon said I get that's a concern. Absolutely. If I may, Madam Chair, just for the sake, just take a looking I know the chairman of that committee is in the audience. Is there anything that we missed or that needs to be said Mr. Chairman? Mr. Bento, who was in the audience, replied, no. Selectman Gagnon then said I just want to check. Chairperson Roy said thank you. So so we'll just wait till the next meeting and Mr. Malizia will look at a policy.

M. FY2024 Out of Budget Requests Discussion

Chairperson Roy began this discussion by saying, then so so the final thing in the public session is out of budget requests. So I think this is my thought process. I think in the spirit of transparency that we think about presenting our out of budget requests at deliberative session. And what I mean by that is, you know, for instance, we line striping was was an out of budget request that the liaison of that that department talks about like why that was added to the to the to the why we added that to the budget. Now I understand that there might be some risk to that in that gives people a chance to say no. Right? But again, I think that we, we have an obligation as much as we can to make sure that that that our citizens know what's in their budget and why we added certain things that weren't originally in the budget. So again, I wanted to open up discussion and see where we wanted to go with that. So does?

Selectman Gagnon was recognized and said if I just think can you explain a little bit more? I'm not totally following what what you're trying to lay down here. The Chairperson replied, so, so you take one of the out of budget requests, right? And the liaison for that department would say, you know, we added \$35,000 for line striping and marking. Selectman Gagnon then asked are you talking about at like the deliberative session? To which the Chairperson replied, yes. I apologize. My brain doesn't. Deliberative session. I knew what I was talking about. Yeah. Yeah. So so again, I just sort of want to open that up for discussion.

Selectman Guessferd replied, yeah, I've got a couple of thoughts about it. The first thought I have is, I mean, this year I wouldn't normally say this is something you should, you should do every, every time you have out of budget requests. Part of me is like especially some of the ones like the gas, the diesel, the salt. People need to understand, you know, that these we had we had to do this, that these were items that are necessities. They're not. You know but we level funded the budget. We told our department heads this is what we want you to do. And they tried the best they could. It came back and said, hey, you know, if we're going to maintain certain levels of of maintenance, safety, then we have to do these things. And it gives visibility right to the fact that we are in a default budget. But at the same time, there's other items here that that people might not quite have the same feelings about. The other thing is, do we want to set a precedent here, too, with regard to out of budget requests?

Selectman Morin said I think it's a double edged sword. And I think that, I'm going to say all of these things we found to be either a safety issue or let's take the staff vehicles for the Fire Department instead of getting the big Tahoe's we got them to buy the small ones to save the taxpayers money because this board felt that they needed them and it needed to be in the budget. But we went smaller to make sure we did our due diligence to make sure that they got correct. I think opening... the problem with bringing it to the deliberative session is there's only how many people there? And then we just talked about the few people that go to voting and what can be done in that deliberative session by 100 people versus getting to the unfortunate 4,000 people. And I think that's that's a problem. I think we as a Board made this conscious decision because we felt this had to get done or we would have forwarded it to a warrant article to let the town make the decision anyway.

Selectman Gagnon then said I think; I agree with that that point. The other thing I have concern with potentially just thinking of human nature, how this may play out is that I don't mean this to be cruel in any way or mean, but if I was a department head and had to do something like this or knew that out of budget expenses were going to be talked about a deliberative session, wouldn't you put put maybe controversial things in the budget and then put things that are tied to law or requirements as out of budget expenses because they're going to be showboated? So like this list, I mean, as you said originally, they're all tied to law or safety. Why, why would someone say no to this stuff and wouldn't the department head say, well, other things, it may not be as clear cut a yes. Actually put in the budget. Am I out of bounds here or would that be possible? Know what I'm saying?

Selectman McGrath then said so just a comment. It's not all about safety. There's one item in here that I'm adamantly opposed to, and that's hiring an associate planner. That has nothing to do with safety, has everything to do with convenience. Chairperson Roy replied, I'm not sure that that's true, that it's all about convenience. I think it's about getting... Selectman Guessferd said efficient. Selectman McGrath then said it's not safety. It's not safety. Selectman Morin replied, it's not safety. But it was a request by the the townspeople that that was a big topic of discussion. The Chairperson then said and, you know, my personal opinion, I guess, is that needs been demonstrated for a while now. Longer than this one budget year. But yeah. Okay. So I take all that in.

Selectman Guessferd said yeah, I think in addition to that, I mean, just again, it's making sure we're covering all aspects of this. We are \$500K over the default budget because of these. Something like that. And I know if it's \$500K whatever it is. 500-600K, something like that. The Chairperson replied with a total tax impact of \$0.11. Selectman Guessferd replied, \$0.11. Yeah. No I get it. Chairperson Roy replied, yeah. No. And I, and I understand that.

The Town Administrator then said you're not comparing...this isn't the default budget. You're \$600 and something thousand. Selectman Guessferd replied, I thought it was \$600 and something. The Town Administrator replied this is just the out of budget. You were to you were a couple of hundred thousand over the default budget just with the with the budget. Then you added this and now you're over. Also just quickly point out that it's no longer your budget when it goes to the deliberative session. It's the Budget Committee's budget. Selectman Guessferd replied, right. At this point. Yeah. The Town Administrator went on to say, so if the Budget Committee determines and if this all makes it through the budget, because again, they still have to go to a public hearing, then they go through their final vote, they can change this down or up. I don't see up, but they could change this. It becomes their budget. You're not speaking about all the other critical things that are in the budget. You're only talking about this outside the budget stuff. There are many other things that that still we wouldn't get if the default budget passed that you're not talking about. You know, I think it's fraught with peril because I could easily see one of the 30 odd people getting up and saying, Hey, I make a motion, we get rid of this. Selectman Morin then said, and we're done. The Town Administrator then said there's a fallacy that we're not transparent. We sit at meeting after meeting after meeting, we identify this stuff, meeting after meeting after meeting. I'm not going to give you a big bull's eye. Selectman Guessferd said yeah, it's kind of yeah. The Town Administrator continued saying, that's a concern. Because frankly, if you thought this was important, I'm not saying hide it. If somebody asks for it, you certainly speak to it. But I'm not so sure you want to waive this stuff in front of everybody. Selectman Guessferd said highlight it. Yeah, we don't want to highlight it. The Town Administrator said that's a concern. That's all I'm saying. And then you do it. You're going to be beholden to do it. Chairperson Roy replied right. See that is part of it. Like once we do it, we can't undo it. The Town Administrator said that's a concern. You're going to keep doing it. Chairperson Roy said, and again, that's why we want to talk about it.

Selectman Gagnon then said and so, Madam Chair, can maybe can you restate your theoretical concern and maybe we can back off the idea of doing this. Chairperson Roy replied, I'm just trying to have it try and have it as transparent as possible. And I'm not suggesting that we're not transparent. I just think that the more transparency we have, the better. Selectman Gagnon then asked so are there other ways of accomplishing your goal without doing this directly? Chairperson Roy replied, sure. We could add this little sheet to the budget, right? That that is posted online so they know exactly what we added to the budget. Right? Like we could do those those kinds of things. We can discuss it in meetings and all those kinds of things. But I just think that there's again. Selectman Guessferd replied, it's not hidden. It's not hidden.

Selectman Gagnon replied yeah, but I think to your point, if I'm understanding correctly, we need to work hard. Not only did the departments work on, we worked hard to get the budget where it is. It is higher than the default by a significant amount. But we really, I think, all cared about what we put in. And I think I'm getting what you're laying down. We just need to advertise what we did, what we did. And even though it's higher than the default budget, we we really strived hard to make that budget as effective for Hudson as possible. So you're just looking more for just better advertising on on why the numbers fell the way they did so that we can hopefully pass it? The Chairperson replied, and why we added what we did. And some of it is safety and some of it is need. Like I don't I don't know how we can get around paying less for diesel fuel, right? Like I mean, you know, we're dependent on the market, you know, but but you know, to to some of the other things. Why why was it imperative this year that we put that in not and not wait yet another year for some of these things? Or why can't the Fire Department wait for another year for trucks kind of and just be able to talk about our rationale for for adding those things back in or adding those things in?

Selectman Gagnon then said could we add a cover letter or do we already add a cover letter to the budget that people can read explaining the differences? I think we do that, right? We've a cover letter on the budget that explains. The Town Administrator replied, well there's cover letter that transmitted the budget to the Budget Committee. But I don't I don't speak for the Budget Committee, and I'm not going to I'm not going to try to. That's their budget. And like I say, I'll give them whatever facts, statistics, information they want. But it's at that point, frankly, it's their budget. So I'm not going to presume to do something for them. It doesn't mean you can't make statements at the deliberative session. You can certainly get up and speak. Again, my experience just says to me, I think you're taking a mighty big risk. And I frankly think

with the limited amount of people that go there, you may lose some of this stuff. And then and then what did we accomplish? That's just, I'm just being devil's advocate. Selectman Gagnon replied, I get it. The Town Administrator said I've sat there a long time. Selectman Guessferd then said without a large capital project on our budget this year, it's probably going to be less people coming to to our deliberative session. Like you said, there might be 30 people that show. The Town Administrator then said if I take the people out that work there, there's probably no more than 30 unaffiliated personnel people there. Seriously, if you look if you count the room and take the committee members and employees and all the other folks out, we don't get a lot of attendance, which is which is bad, not good. But it's also could be a negative because it doesn't take many people to do things.

Selectman Guessferd asked, as the Budget Committee seen? The Town Administrator replied, the Budget Committee has been through our budget. They have not taken final action. Of course they've seen that. Selectman Guessferd replied, no, no. Was there discussion or anything like that? Selectman Morin replied we really had a lot of discussion on was the wellness officer for the police department. You may see that come back. Selectman Guessferd replied, okay. Chairperson Roy said but they can't add (inaudible). The Town Administrator said when the departments came through, though they went through, they asked questions. They went through they went through and asked the questions about these particular. Chairperson Roy added and my recollection is none of it got cut. Selectman Morin replied no, nothing got cut. The Town Administrator added, at this point nothings been cut at this point. Selectman Morin said it was just questions. The Town Administrator then said, yeah, but they still have an opportunity at their public hearing after the public hearing is closed to make their final budget recommendation, which includes they could remove, amend, change because it's their budget at this point. Because at some point at the end, they need to get a budget that they can at least, by majority, recommend. You're all aware of that. So and then they'll do the warrant articles but that's, that's separate over there.

Chairperson Roy replied, okay. Anything else? No. So consensus we just leave it the way it is? Selectman Guessferd replied, I think so, yeah. I think in the end it's okay.

9. Board Liaison Reports

Selectman McGrath: I have nothing tonight.

Selectman Gagnon: Just off the top of my head. No, I think you've heard from the Power Aggregation Committee. Nothing major with NRPC and this gentleman (Chairman Gasdia) will probably speak to the school.

Selectman Guessferd: Just a couple of things. Planning Board - we are meeting next week instead of tomorrow night. There'll be a will be a couple of things on the agenda. Hillwood will be coming up again on the 14th of December. They had a second walk through last week of the property. It was, it was a weeknight. It was 3:00 in the afternoon. And so that's that's that's moving forward. So I'm not sure exactly where we will be on the 14th, but that's the next time we'll be we'll be looking at it.

As far as Rec is concerned. We had I think I mentioned last time we had a comedy show coming up, the comedy show was held. They raised some money for for the scholarship, the rec scholarship. But it was it was a great show. I showed up. I was there for like the last hour. It was it was a lot of fun. These are always great community events, people coming together and relaxing a little bit, having a few laughs. There is something that's recently come up about the what is it, the town recreation directors in the area have come up with an idea called the Southern New Hampshire Tour of Lights. There're asking for citizens who who want to have their their light displays included to call Chrissy Peterson or contact her one way or the other. They can email her or call her. Submissions are due on the 6th of December, and then once all the locations are selected, I don't think they're going to probably deny anybody. I think they're just going to put the list together and then all town, you know, there'll be a full list for the towns will

probably put it up on, on HCTV and, and then where where you can go to tour the holiday lights. So that should be a lot of fun for folks.

Just started indoor pickleball for the seniors and so far it's going great. they're having a great time. basketball is in full swing. There is a senior trip on the first next week to see a holiday show in Danvers. There's woodshop going on as well on the fourth. So a lot of things happening and especially as we go into the wintertime, you know, they're really trying to make sure that. There's things for people to do during during these colder months as well. So hope to hear about people participating in all those. Other than that, I think I'm good.

Selectman Morin: Budget Committee is probably still meeting right now in the Buxton room. They have finished the town budget portion. No decisions. As Mr. Malizia had stated, they are starting the School budget tonight.

Benson's Committee was basically housekeeping items and we discussion on the warrant article.

And Conservation did a sidewalk at Green Meadow last Saturday and at their meeting they reviewed the Hillwood project and have moved it on to the Planning Board. That's all I have.

Selectman Gagnon then said, Madam Chair, if I may, just a question. Mr. Morin I might know the answer to this, but how often do you have a Selectman meeting in a Budget meeting in the same night? Selectman Morin replied, this is the first time. Selectman Guessferd said I was gonna say, I don't think that's ever happened before. Selectman Morin added, yeah, it's first time. The Chairperson added its just kind of a scheduling thing. I know this time of year, it's not, you know, budget season. Selectman Guessferd jokingly said I'm sure he was really conflicted. Selectman Morin then added, it happened to the school two meetings ago. Yeah. Same thing happened. Selectman Gagnon said, I'm a liaison. You're not. I'm a liaison to the school. So me missing school isn't...Selectman Morin replied, no, no, but. But I'm talking the School Board member missed the meeting. Selectman Gagnon replied, got it, got it. Selectman Morin replied Ms. Whiting missed a meeting because the same thing. Chairman Gasdia jokingly said that was our deal to put him on the same night. So you didn't come to the School Board.

Chairperson Roy: So there was a meeting of the Library Board of Trustees. They introduced Dana Brenner as the new circulation librarian. He has a very interesting background. He was in the military for a while, and then he was a teacher for a while. And then he was a librarian in the prison system for a while and he chose to leave that. And now he's our circulation librarian. So and then they just did some policy updates and things like that that they're working with the Lions Club to build a pavilion on the library property, to have a permanent place to conduct outside activities and concerts and those kinds of things. So that's kind of exciting. If you haven't yet, you should check out the Library because much like the Recreation Department, they, they offer a ton of programming at free and no cost free or low cost to all kinds of ages. So yeah, we just have an amazing Library and amazing Rec Department. So if you're looking for a way to keep busy this winter, they can probably help you out.

And then the only other thing was there was a ZBA meeting last Thursday. They heard two cases and that was essentially what they what they did. So that is all I have.

10. Remarks by Town Administrator

The Town Administrator was recognized and said just very briefly, the ARPPA working group met last Thursday. Requests have gone out to departments for projects, costs, project costs and updated projects for those projects that didn't get approved. So our next meeting is December 8th where we'll be reviewing whatever we get for submissions from the various departments. And other than that Happy Thanksgiving to everybody.

11. Remarks by School Board

School Board Chairman, Gary Gasdia was recognized and said Great. Thank you. So just a few things. So as was mentioned, the School Board budget went to the Budget Committee tonight. We did a lot of creative things with our budget this year because a couple of reasons. One, we wanted to recognize the fact that we know there's some challenges out there in the economy, but we also have a teacher's contract coming up this year, which is our number one priority to get done. We're going to have a lot of warrant articles this year as part of being creative. So are the budget we just proposed is actually \$300,000 below our default because we took a lot of large items and turned them into warrant articles that would be funded out of a fund balance, because as you've heard me talk about here many times before, we can't hire anybody. Because we can't hire anybody and we have so many positions we already know we're going to have a large fund balance. So this is a way to fund some things without impacting the tax rate. So we have a good number of warrant articles being pushed out there and a good budget. So I really want to thank the School Board and the District for all their efforts there. I hope that the Town appreciates the work that was done.

The other thing, it's getting cold out. We're seeing a lot of kids show up with no hats, no gloves, no mittens. I got the when I was a dad of the kids, I got the wife saying to me, how did you let them to go to school without gloves and hats? So I've been there. But if we can do that, that would be good. They do have recess every single day and when it's cold and they don't have them.

And then finally, if you're looking for things to do well, first Class Act, did the Radium Girls this weekend, which was great, they got to be doing Beauty and the Beast in the in the spring, there's a Derry parade with the marching band on the 26th, which is this Saturday and then the winter concerts combining HMS. And Alvirne. the 13th will be the choral concert and the 14th will be the band concert. So anyone looking to do that and so that's it. So happy Thanksgiving.

12. Other Business/Remarks by the Selectmen

Chairperson Roy said, so I just have one thing and I'm not really sure who does it, but isn't Santa Claus coming to town? Selectman Morin replied oh yes, Friday, 4:00. Selectman Guessferd asked the lights and all that, like as normal? Selectman Morin replied yes and afterwards the Lions Club is holding its kids Christmas party with Santa there at the Community Center. Chairperson Roy reiterated, so Santa and the lights at four and then Santa moves over to the Community Center.

Selectman McGrath: The only thing I have to say is I hope everyone has a happy Thanksgiving.

Selectman Morin: Same, I hope everyone has a happy Thanksgiving.

Selectman Guessferd: Yes. Not much else to say there. happy, healthy and safe Thanksgiving, that's all. Please have fun. Spend time with family.

Selectman Gagnon: Of course Happy Thanksgiving. But as one of the younger folks Wednesday, the day before Thanksgiving, is the biggest drinking day of the year. So please be careful. Have a designated driver, be safe out there. And thank you to our first responders for keeping us safe as well.

Chairperson Roy: I was actually surprised too. I didn't realize that New Year's Eve is no longer the biggest, biggest day for drunk driving incidents. It is the day before Thanksgiving. So to your point, yes, please be safe. Don't drive after you've drank. Call someone, call a cab, call or whatever. And then all I have is happy and safe Thanksgiving to everybody.

13. Nonpublic Session

Motion by Selectman Guessferd at 9:41 p.m., seconded by Selectman Morin to go into non-public session under RSA 91-A:2, III (a) Strategy or negotiations with respect to collective bargaining. RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. A roll call vote was taken. Carried 5-0.

Nonpublic Session was entered at 9:41 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered open session at 10:00 p.m.

Motions made after nonpublic session

1. Selectman Gagnon made a motion, seconded by Selectman Guessferd to forward the Hudson Police, Fire, and Town Supervisors Association Contract to the Fiscal Year 2024 Warrant. Carried 5-0.
2. Selectman Morin made a motion, seconded by Selectman Gagnon to authorize Chief Assessor, Jim Michaud to buy back 100 hours of earned time. Carried 5-0.
3. Selectman Morin made a motion to adjourn at 10:02pm. This was seconded by Selectman Gagnon. Carried 5-0.

14. ADJOURNMENT

Motion to adjourn at 10:02 p.m. by Selectman Morin seconded by Selectman Gagnon. Carried 5-0.

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

Kara Roy, Chairperson

Bob Guessferd, Vice Chairman

David Morin, Selectman

Marilyn McGrath, Selectman

Brett Gagnon, Selectmen

Agenda
12-13-22

Laffin, Jill

7B

From: Bento, Jerry
Sent: Wednesday, December 7, 2022 9:53 PM
To: Laffin, Jill
Cc: RightToKNow
Subject: BOS Meeting 12/13/2022
Attachments: Hudson RTK Policy Final Dec 8 2022.pdf

RECEIVED

DEC 08 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

Good morning Jill,

The Right to Know Committee would like to present the attached Right to Know Policy to the Board of Selectmen on 12/13/2022.

Thank you

Jerry

Town of HUDSON NEW HAMPSHIRE

Policies and Procedures

Section: General

Subject: Right to Know Policy

Policy Number:	Revision Number:
Approved by:	Revision Dates:
Origination Date	Review Frequency:

Table Of Contents

Section 1.0 - Overview

- 1.1 Purpose
- 1.2 Scope
- 1.3 Legal Definitions

Section 2.0 – Requesting Information

- 2.1 Requesting Information
- 2.2 Gathering and Organizing Information
- 2.3 Completing a Public Information Request
- 2.4 Applicable Costs

Section 3.0 – Policy Changes

- 3.1 How to Make Changes to This Policy

References

- State Contacts
- Judicial Appeals and Legal Escalations

Addendum

- Attachment 1: Hudson RTK Request Form
- Attachment 2: Hudson RTK Denial Form

Section 1.0 – Overview

1.1 Purpose

This policy is intended to guide both town personnel, and individual and entities to effectively and efficiently handle Right to Know requests and any requests for public information (requests do not need to reference NH RSA 91A). This document serves as a guidance policy and should not be considered a town ordinance or regulations of legal weight. It is recommended that all parties familiarize themselves with the actual law as written under NH RSA 91-A.

1.2 Scope

This policy and the subsequent NH state statutes apply to *Governmental Records* maintained by *Public Agencies* and *Public Bodies*. Specifically, to Hudson, this would include but is not limited to, Hudson NH governmental meetings, quasi-governmental meetings, subcommittees, and town departments.

Information for Right to Know requests are only required to be provided to legal New Hampshire residents Nothing in the law requires the Town to provide information to an out-of-state individual. See McBurney v Young, 569 U.S. 221 (2013). Requests from out-of-state individuals will be reviewed and analyzed on a case-by-case basis.

A reasonably good faith effort will be made to provide records for all right to know requests. In line with the spirit of NH RSA 91a, governmental agents/agencies should assist the Right to Know Requester as much as reasonably possible to reinforce trust, openness, and cooperation.

There are exemptions to the regulations in which information can be considered *Non-Public* and is not subject to release upon request. For further details on non-public exemptions please see NH RSA 91-A3.

There are other exemptions including but not limited to, draft notes, attorney-client privilege communication, public safety information, school records of minors, and similar information. For further details on the allowable exemptions please see RSA 91-A5.

Section 2.0 – Obtaining Public Information

2.1 Requesting Information

RSA 91-A4:1 - “Every citizen during the regular or business hours of all public bodies or agencies, and on the regular business premises of such public bodies or agencies, has the right to inspect all governmental records in the possession, custody, or control of such public bodies or agencies, including minutes of meetings of the public bodies, and to copy and make memoranda or abstracts of the records or minutes so inspected, except as otherwise prohibited by statute or RSA 91-A:5.”

2.1.1 Requests for records that can be immediately released

- a. Requestors should first make a reasonable effort to find the information they seek on the Town website HudsonNH.Gov. By using the Search feature, most past meeting minutes, meeting packets and meeting recordings can be found. Additionally, information on town events, activities, projects and similar may also be found on the town website. When requested, information is not directly accessible on the town website, the requestor should follow process below to request the information.

Records for immediate release are considered to already be available or easily accessible and currently meeting or have met the requirements of RSA 91a.

2.1.2 Request for records that require additional support and resources to provide

- a. All requests for information should be submitted to the Town Administrator’s Office in order to provide a single point of contact for requestors. (*Exception: Requests for public safety records are encouraged to be submitted to the Hudson Police Records Division or the Hudson Fire Department Respectively.*) This process will allow the town to efficiently and effectively disseminate the request to all applicable parties with the intent to meet the legal timeframe in which requests need to be responded to.
- b. The completion of an application is not legally required to request public information, but it is highly recommended that the requesting party complete a request form - [Hudson NH Right to Know \(RTK\) Request Form](#) for town employees to accurately provide timely information to requestors. Reference the addendum to this policy for more details on the application process.

If the requestor does not complete the form, the department taking the request should do so on behalf of the requester ensuring that the information that is being requested is clearly captured and understood to allow completion of the Right to Know Request.

- c. To confirm the accuracy of the request and to start the timeline as outlined in RSA91-A, it is highly recommended to have the requesting party sign and date the application before submitting it for the processing of the request.
- d. Once an application and/or request has been officially received by the Hudson NH Town Administrator's Office, the public body associated with the request has five business days to complete the said request, deny the request or provide a written statement of the time reasonably necessary to determine whether the request shall be granted or denied and the reason for the delay.

2.2 Gathering and Organizing Information

- a. Upon receipt of the request by the Hudson NH Town Administrator's Office, a representative from said office shall forward the request as applicable to the department and agency associated with the requested information.
- b. Either the department associated with the RTK request or the Informational Technology (IT) department, if determined to be the more effective resource, should make every reasonable effort to search and collect all information within the scope of the request, including but not limited to archived information, information both on the digital servers and electronic storage devices as well as information that may have been accidentally or unintentionally transferred between personal emails/accounts by public officials or staff if there is reasonable evidence to assume such.
- c. Information collected for the Right to Know request shall be provided to the requestor in its native format in which it was originally created. This will require no additional time or resources to convert documents and will provide all original information associated with the information that was requested and provided to the requestor. Native Format files will provide file creation date, author, modification dates, date email was sent, original attachments to emails and other relevant data.
- d. Information gathered and produced by a town body shall be submitted to the Town Administrator's office to compile, provide the information to the requestor, and complete the Right to Know request.

2.3 Completing a Public Information Request

- a. Information that has been gathered should be organized and presented to the requestor, but it should be known that there is no legal obligation for the public body "to compile, cross-reference, or assemble information into a form in which it is not already kept or reported by that body or agency"

- b. Right To Know information can be provided in the following forms based on the most effective delivery method as it relates to the amount of information being requested.
 - 1. Printed on paper
 - 2. Emailed back to requestor: limited if requested files are too large to send
 - 3. Loaded onto a Universal Serial Bus (USB) Hard Drive
 - 4. Post marked through USPS (which can incur cost to the requestor)
 - 5. Reference section 2.4 to see associated costs with each option when applicable
- c. A log of Right to Know request, which are not considered public safety requests associated with the fire department or police department, will be kept in a separate file in the Town Administrator's office along with the corresponding (completed) Right to Know request form.
- d. If the town is unable to make a governmental record available for immediate inspection and copying, the Town must, within 5 business days of a request, make such record available, deny the request in writing with reasons, or furnish written acknowledgment of the receipt of the request and a statement of the time reasonable necessary to determine whether the request shall be granted or denied (the Right to Know Form should be used for this purpose).

2.4 Applicable Costs

- a. If permitted by law, the individual requesting a copy of governmental records will be charged the actual cost of providing said copies or external media. No additional profits should be included by the town or governmental agency.
- b. Requests for information to be emailed, will be free of charge, unless extenuating circumstances cause the town to incur an unreasonable cost in which case, the cost will be transferred to the requestor
- c. No cost or fee shall be charged for the inspection or delivery, without copying, of governmental records, whether in paper, electronic, or other form. Nothing in this section shall exempt any person from paying fees otherwise established by law for obtaining copies of governmental records or documents, but if such fee is established for the copy, no additional costs or fees shall be charged.
- d. In the same manner as set forth in RSA 91-A:4, IV, any public body or agency which maintains governmental records in electronic format may, in lieu of providing original records, copy governmental records requested to electronic media using standard or common file formats in a manner that does not reveal information which is confidential under this chapter or any other law. If copying to electronic media is not reasonably practicable, or if the person or entity requesting access requests a different method, the public body or agency may provide a printout of governmental records requested, or may use any other means reasonably calculated to comply with the request in light of the purpose of this chapter as expressed in RSA 91-A:1. Access to work papers, personnel data, and other confidential information under RSA 91-A:5, IV shall not be provided.

Section 3.0 – Policy Changes

3.1 How to make changes to this policy

- a. Changes to this policy can be presented by the Town or the Public to the Board of Selectmen.
- b. Changes should be presented and/or discussed during a regularly schedule Board of Selectmen's meeting (1st reading) and then presented at a subsequent meeting (2nd reading) for Public Input and Board of Selectmen approval

**Attachment 1:
Additional References**

Additional References

Overview of The Regulations

Below is an unofficial and unmaintained outline of the sections within NH RSA 91-A for reference. Please navigate to <http://www.gencourt.state.nh.us/rsa/html/vi/91-a/91-a-mrg.htm> for the most up-to-date information and any changes to the regulations.

RSA 91-A:1 Preamble

RSA 91-A:1-a Definitions

RSA 91-A:2 Meetings open to Public

RSA 91-A:2-a Communication Outside Meetings

RSA 91-A:3 Nonpublic Sessions

RSA 91-A:4 Minutes and Records Available for Public Inspection

RSA 91-A:5 Exemptions

RSA 91-A:5-a Limited Purpose Release

RSA 91-A:6 Employment Security

RSA 91-A:7 Violation

RSA 91-A:8 Remedies

RSA 91-A:9 Destruction of Certain Information Prohibited

RSA 91-A:10 Release of statistical Tables and Limited Data Sets for Research

Additional References

State contacts

- a. New Hampshire's Right to Know organization; Established in 2013, Right to Know NH (RTKNH) is a nonprofit, nonpartisan citizen coalition working to improve access to New Hampshire state, county, and local governments. We advocate to strengthen New Hampshire state laws, particularly the Right-to-Know law known as RSA 91-A, as well as Right-to-Know governmental policies. We serve as a resource on Right to Know in our state with the goal of making government more open and transparent. We educate citizens on their Right to Know and aid them in exercising their rights under the law. We educate public officials on improving their adherence to the law and delivering greater government transparency to their constituents.
 - a. <https://righttoknownh.wordpress.com/>
- b. New Hampshire Municipal Association – The NH Municipal Association provides guidance to NH Cities and towns on Right to Know Laws and Regulations.
 - a. <https://www.nhmunicipal.org/>
- c. NH Attorney General – The NH Attorney General has provided a Memorandum on New Hampshire's Right to law RSA Chapter 91-A. Hudson NH shall ensure this Memorandum is available to all employees, board, and committee members to ensure Right to Know Requests comply with the Attorney General's Memorandum.
 - a. <https://www.doj.nh.gov/>
 - b. <https://www.doj.nh.gov/civil/documents/right-to-know.pdf>

Judicial appeals and legal escalations

- a. NH Superior Court – Right to Know Violations may be appealed to the NH Superior Court.
 - a. <https://www.courts.nh.gov/our-courts/superior-court>
- b. NH Supreme Court - Right to Know Violations may be appealed to the NH Supreme Court that fail at the NH Superior Court. The Statute provides an immediate remedy in Superior Court, where the case is given "high priority on the court calendar." RSA 91-A:7 A Superior Court ruling on a petition for access is deemed a final judgment, which may be appealed as of right to the New Hampshire Supreme Court. An appeal must be filed within thirty days of the date on the clerk's written notice of the decision on the merits.
 - a. <https://www.courts.nh.gov/our-courts/supreme-court>
- c. Ombudsman office: As an **alternative** to filing a petition in court, a citizen may file a written complaint with the office of the right to know ombudsman. The ombudsman will then require the public body/agency to provide an answer to the complaint within 20 days citing any justifications for their refusal to or delay in producing the requested governmental records, access to meetings open to the public, or otherwise comply with the provisions of the Right-to-Know Law (RSA 91-A).

Attachment 2:
Right To Know (RTK) Request Form

Hudson New Hampshire's Right To Know (RTK) Request Form

Pursuant to the Right to Know Law (NH RSA. 91-A), I am requesting public access, within five business days, to the governmental records reasonably described as follows.

Name of the Public Body associated with request

Describe the records sought with enough detail for the public agency to respond.

Timeframe in question

From ____/____/____ To ____/____/____
Month Day Year Month Day Year

Person Making the Request:

Name: _____ (Print)

Phone: _____ Email: _____ (optional)

Signature of Requestor: _____ Date: _____

For town hall employees only

Name of Governmental Agent: _____ (Print)

Signature of Governmental Agent: _____ Date: _____

Hudson New Hampshire's Right To Know (RTK) Request Form

If requested information is available; I have chosen to receive it by

- A link to a web address of online directory has been provided
- Printed physical copy (Fees can apply)
- Digital copy loaded on TOWN PROVIDED USB Hard Drive (Fees can apply)
- Digital copy loaded on PERSONAL USB Hard Drive (Preferred choice for large requests)
Note: Said USB drive will be fully formatted by IT for security purposes
- Digital copy E-Mailed to me at the contact listed above (Size limited)
- Physically inspect applicable documents at a town of Hudson facility
- Sent to me via U.S.P.S. mail to:
(Fees can apply) _____

The undersigned has acknowledged that their request has been completed in full and they are in receipt of the requested information upon signing this acknowledgment.

Signature of Receiver: _____ (Sign)

Attachment 3:

**Hudson New Hampshire's
Right To Know (RTK) Denial Form**

Hudson New Hampshire's Right To Know (RTK) Denial Form

If the RTK Request cannot be carried out, the reasons for such must be documented and provided back to the requestor within 5 business days. Unless the requestor was asking for "statistical tables and limited data sets for research", as referenced under RSA 91A10, then a window of 10 days is allotted for a denial.

Note: For legal denial references, please see NH RSA 91A:3 for non public exceptions and NH RSA 91A:5 Exceptions. Any other reasonably interpreted state or federal law should also be referenced as applicable.

Reference to Original Request (Brief statement referencing original request)

Reason for Denial

For town hall employees only

Name of Governmental Agent: _____ (Print)

Signature of Governmental Agent: _____ Date: _____

Hudson Community Power

Electric Aggregation Plan Update

December 13, 2022



Presented by: Hudson Electric Aggregation Committee

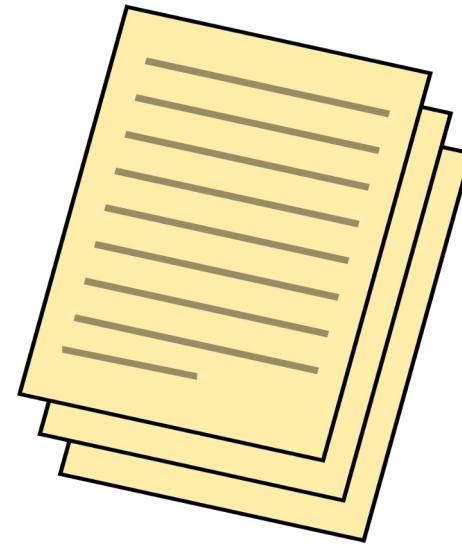
Presented to: Hudson Board of Selectmen

Hudson Community Power will allow the Town to provide energy supply and related services on behalf of Hudson's residents and businesses.

Community Power programs create an economy of scale that can result in more affordable electricity and expanded options for renewables and innovative energy technologies.

Agenda

1. Review Current State of Affairs
 - a) HEAC
 - b) CPCNH
2. Warrant Article Discussion
3. Questions & Discussion



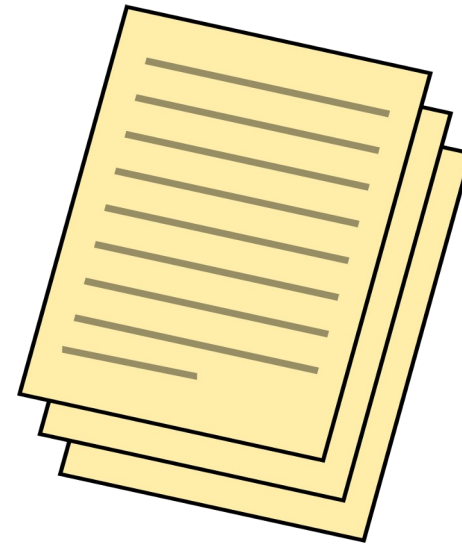
1a. Review Current State of Affairs (HEAC)

Public Hearing Correction

- ⚡ Prior to the public hearing on 11/15/22, I received email from a Hudson resident who was opposed to the opt-out nature of the proposed electric aggregation plan.
- ⚡ The resident specifically asked for their opposition be noted – and I failed to do that in the hearing. I also failed to mention the same when I last spoke to the Board of Selectmen (11/22/22). That was my error and I apologize for the oversight.
- ⚡ The minutes for the public hearing will be edited to note the resident's opposition. I believe the minutes for the last Board of Selectmen meeting have already been updated to note the message from the resident.

Support for Town Hall re: Inquiries

- ⚡ There is concern about questions coming into Town Hall regarding Hudson Community Power – and the load this will place on Town Hall staff.
- ⚡ A proposal has been developed to provide interim support for the Town Hall staff and submitted for review & feedback.
- ⚡ Long term customer support can be put in place after:
 - ⚡ The warrant article has passed in the spring,
 - ⚡ HCP is stood up by the Board of Selectmen, and
 - ⚡ A partner support organization is selected.



1b. Review Current State of Affairs (CPCNH)

Community Power Coalition of New Hampshire

Community-governed not-for-profit
Joint Power Agency formed on 10/1/21

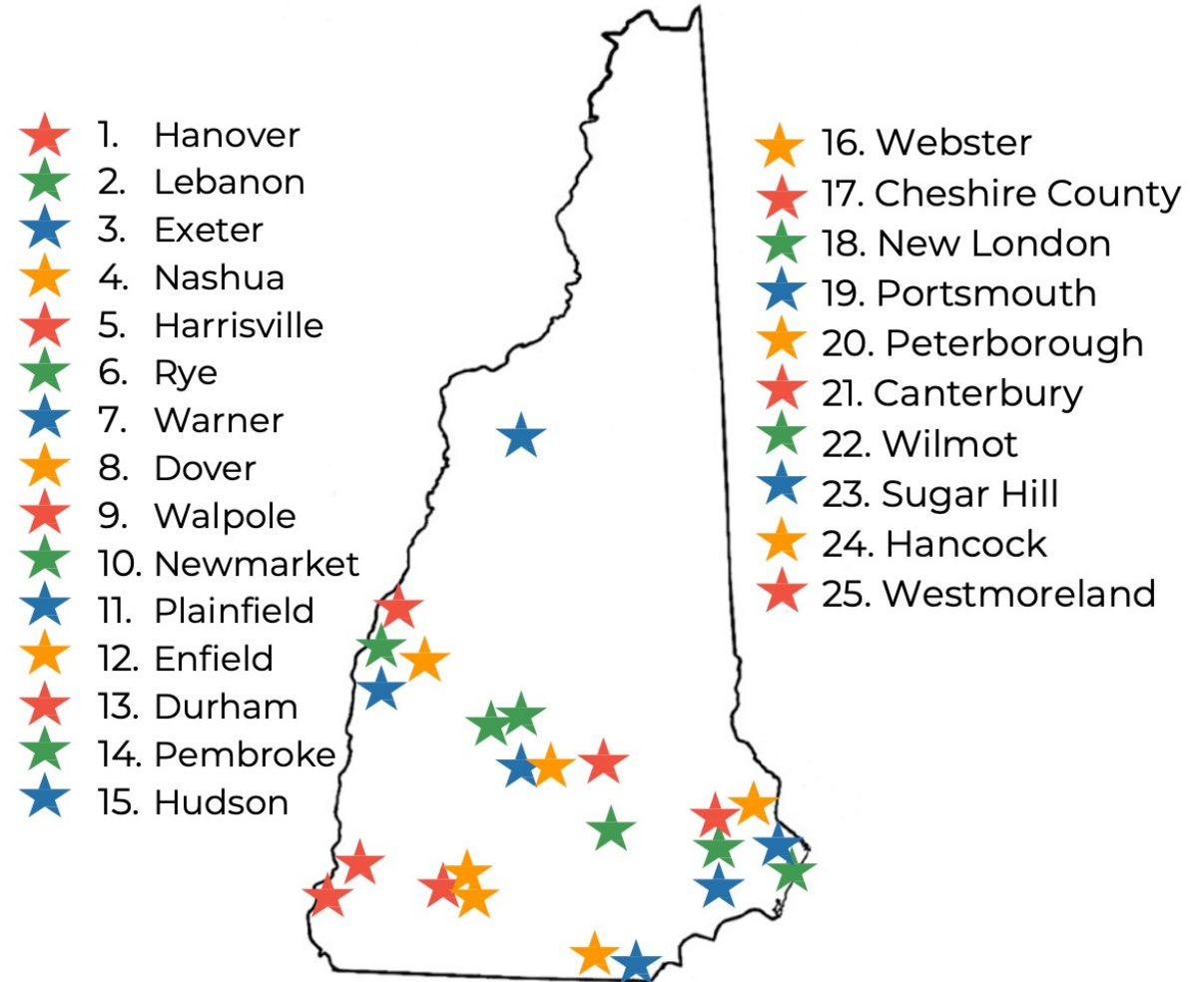
25[†] Members representing:

- **20% of NH population**
- ~119,000 customers
- ~960,000 MWh / year
- ~\$150 million / year revenues
(controlled by communities)

Target windows for program launch:

- Spring 2023 for 12 Members
- Spring 2024 for 8 Members

[†] Westmoreland to be voted in 12/15/22



Legal Services + Startup Consulting Team



General Counsel

Decades of national, state and local experience counseling public power clients

Michael Postar, Esq.

President of DWGP



Lead Technical Consultant with 10+ years power agency design/ operations experience
Drafted Joint Powers Agreement, Business Plan / cashflow analysis, Electric Aggregation Plan template & RFP solicitations and is advising on contract negotiations, critical path, regulations, org development, etc.

Samuel Golding



New Hampshire Counsel

Elijah Emerson, Esq.

HERNDON ENTERPRISES

Member Services Consultant and project lead on organizing group formation and agency incorporation
Community Power program development & approval
Administrative & communications services







Henry Herndon

Operations: Wholesale, Retail, Members

Request for Proposal for Comprehensive Services & Credit Support

Four service categories:

1. Energy Portfolio Risk Management → 
2. Retail Customer Services → 
3. Member Services → 
4. Financial + Accounting →  + (TBD)

CPCNH is in the process of negotiating service & financing agreements with these firms

Energy Risk Management Team



Dr. Gary Dorris

President of Ascend Analytics



Dr. Carlos Blanco

Managing Director of
Analytics Solutions



Dr. Allison Weis

VP Optimization



Scott
Wigglesworth

Managing Director of
Operations and Strategy



Devin Gaby

Manager of Software Services



Dr. Brandon Mauch

Manager of Resource
Planning Analytics



David Millar

Managing Director of
Resources Planning and
Procurement



Dr. Brent Nelson

Director of Market
Intelligence



Michael Ballow

Director of Analytics and
Strategy



Rishi Sahay, CFA

Director of Portfolio Analytics



Robert LaFaso

ISO Monitoring & Compliance
Analyst



Anthony Boukarim

Senior Energy Analyst

Ascend's team for CPCNH includes an additional ~30 analysts to support procurement and portfolio risk management.

Retail Customer Services Team



4M+
meters

AS OF JUNE 2022

- 100+ CCA-dedicated employees
- 200+ Call center service languages
- 200K+ Customer calls fielded annually
- 175K+ Daily usage data files received
- 750+ Rate change tests and validations performed
- 6,500+ Individual rate components managed daily
- 50+ Statutory enrollments across over 20 CCAs
- 10M+ Monthly EDI transactions



Paula White
VP Operations



Drake Welch
SVP of Community Power



Joshua Brock
VP Commercial Operations



Matthew Messina
Director of CCA Client Services

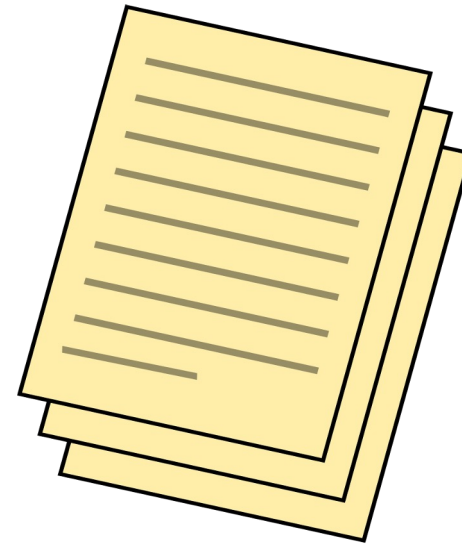


Santiago Chuck
Director of Products and Services



Matthew Leja
Manager of Systems Support

Calpine's team includes significant call center agent capacity and an additional ~20 support staff to manage CPCNH data and billing operations.



2. Warrant Article Discussion

Warrant Article Discussion

- ⚡ There have been numerous discussions and iterations of the text for a warrant article since the last BOS meeting
- ⚡ We are trying to keep the text to a minimum, yet still be clear as to the opt-out nature of the plan and accurate regarding any rate-related statements

Suggested Warrant Article

“To see if the Town will vote to adopt the Hudson Community Power plan, to authorize the Board of Selectmen to implement the plan, and to take all action in furtherance thereof, pursuant to RSA 53-E. The Hudson Community Power plan is an opt-out program that offers more flexible electricity procurement. The plan will initially provide lower electricity rates for residents, or it will not launch. Automatic participation in the plan by default can be declined, after which enrollment becomes voluntary.

Tax Impact: None

Governing Body Vote: [INSERT]

Possible Alternate Warrant Article Text

“To see if the Town will vote to adopt the Hudson Community Power plan, to authorize the Board of Selectmen to implement the plan, and to take all action in furtherance thereof, pursuant to RSA 53-E. The Hudson Community Power plan is an opt-out program that offers more flexible electricity procurement. The plan will initially provide lower electricity rates for residents, or it will not launch. Automatic **initial** participation in the plan ~~by default~~ can be declined, after which enrollment becomes voluntary.

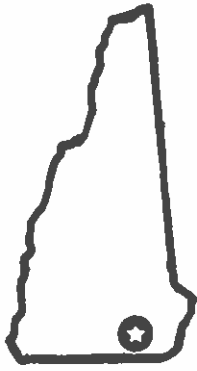
Tax Impact: None

Governing Body Vote: **[INSERT]**



3. Questions & Discussion





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

Agenda
12-7-22



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 8, 2022

Re: ARPA Working Group Project Recommendations

The American Rescue Plan Act (ARPA) working group met on November 17th and December 8th to review project submissions for the remaining \$1,075,203.57 of APRA funds. After reviewing and discussing the project submissions, the ARPA Working Group is recommending that the following projects be funded:

HVAC at Community Center	\$ 79,650
HVAC at Town Hall	\$100,000
Gas & Diesel Tanks Design	\$ 50,000
Gas & Diesel Tanks Construction	\$600,000
Catch Basin Cleaning	\$ 30,000
Storm Water BMPs	\$ 20,000
Robinson Pond Phosphorus Reduction	\$ 75,000

The total amount for the recommended projects equals \$954,650 leaving a remaining balance of \$120,553.57. The Working Group is recommending that this amount be kept in reserve until the true costs are known for the Gas & Diesel Tank Design & Construction project and the HVAC at Town Hall project. Should the Board of Selectmen vote to approve the proposed projects, the following motion is appropriate:

Motion: To approve projects listed above in the amount of \$954,650 using American Rescue Plan Act (ARPA) funds.

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

**Town of Hudson
American Rescue Plan Act (ARPA) Funds
December 7, 2022**

Total ARPA Funds Awarded		\$2,682,044.10
ARPA Funds Received	8/9/2021	\$1,341,022.05
	8/2/2022	<u>\$1,341,022.05</u>
	Total	\$2,682,044.10

<u>Projects Approved</u>	<u>Total Allotted for Project</u>	<u>Total Spent / Committed to Date</u>	<u>Balance</u>	<u>Project Status</u>
Flagstone Drive Drainage Replacement	\$350,000.00	\$243,875.68	\$106,124.32	Complete
West Road Transfer Station	\$892,935.00	\$895,709.80	(\$2,774.80)	Complete (\$5k held for paving)
Lowell Road Bridge/Culvert	\$700,000.00	\$390,089.95	\$309,910.05	Design Complete Construction bids due in Nov.
Taylor Falls & Veterans Memorial Bridges	\$475,000.00	\$0.00	\$475,000.00	Not Started. Project to be funded with other Fed funding
Seagrave Fire Apparatus	<u>\$77,165.00</u>	<u>\$77,165.00</u>	<u>\$0.00</u>	Complete
Totals	<u><u>\$2,495,100.00</u></u>	<u><u>\$1,606,840.43</u></u>	<u><u>\$888,259.57</u></u>	
APRA Funds Awarded/Received	\$2,682,044.00			
APRA Funds Expended/Committed	<u>\$1,606,840.43</u>			
Balance of APRA Funds Available	<u><u>\$1,075,203.57</u></u>			

**Town of Hudson
American Rescue Plan Act (ARPA) Funds
December 7, 2022**

Total ARPA Funds Awarded	\$2,682,044
Total ARPA Funds Expended/Committed	\$1,606,840
ARPA Funds Available/Not Committed	\$1,075,204

	Revised or New Submitted Projects	Department Submitting Request	Estimated Cost
1	HVAC Hudson Community Center	Administration	\$79,650
2	HVAC Hudson Town Hall	Administration	\$100,000
3	Transfer Station Scale Design	Engineering/Public Works	\$50,000
4	Transfer Station Scale Construction	Engineering/Public Works	\$400,000
5	Speare Road Culvert Replacement Design	Engineering/Public Works	\$50,000
6	Gas and Diesel Tanks Replacement Design	Engineering/Public Works	\$50,000
7	Gas and Diesel Tanks Replacement Construction	Engineering/Public Works	\$600,000
8	Public Works Hot Box	Engineering/Public Works	\$50,000
9	Fire Department EMS Equipment	Fire	\$126,925
10	Email Archive Server	Information Technology	\$15,000
11	Hudson Police Firing Range Rehabilitation	Police	\$105,000
12	Catch Basin Cleaning - DPW		\$30,000
13	Stormwater BMPs - DPW		\$20,000
14	Associate Planner-Planning		\$113,000
15	Robinson Pond Phosphorus Reduction - Engineering		\$75,000
16	Replace Two (2) Fire Vehicles - Fire		\$20,490
	Total		\$1,885,065
	Balance of APRA Funds Available		\$1,075,204
	APRA Funds Available less Submitted Projects		(\$809,861)

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: HVAC Hudson Community Center

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

Replace the HVAC system, including the air handling system, at the Hudson Community Center.

Total Project Cost (Estimate):

\$79,650

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	Complete
Bid Solicitation & Selection	Complete
Construction	4 to 6 months
Total timeline	4 to 6 months

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

As the building serves as the Town's Recreation Center as well as meeting space and a voting location, it is imperative that the current system is replaced to ensure fresh air properly conditioned for the weather. As the current system is aged and has experienced system failures, future system failures may require a replacement of the entire system on an emergency basis.

Additional Comments:

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: HVAC Hudson Town Hall

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

Update and upgrade HVAC system at Town Hall

Total Project Cost (Estimate):

\$100,000

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	1 month
Bid Solicitation & Selection	1 month
Construction	4 to 6 months
Total timeline	6 to 8 months

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

As the building serves as a core piece of the Town's infrastructure, it is important that the current systems are replaced to ensure fresh air properly conditioned for the weather. As the current systems serving the building are aging, any future system failures may require emergency replacement.

Additional Comments:

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Transfer Station -Scale -Design

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

The existing transfer station is in need of a commercial scale/scale house set up that can providing revenue for the Town and help with the transfer station current and future operations. This phase would include the design and permitting phases.

Total Project Cost (Estimate):

Our consultant has provided a quote for \$50,000.

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	December 1, 2022
Bid Solicitation & Selection	February 1, 2023
Construction	N/A
Total timeline	90 days

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

Hudson currently falls behind all adjacent municipalities in this field and this is part of the master plan for the transfer station.

Additional Comments:

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Transfer Station Scale Construction

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

The existing transfer station is in need of a commercial scale/scale house set up that can provide revenue for the Town and help with the transfer station current and future operations. This phase would include the construction phase.

Total Project Cost (Estimate):

Our estimate is \$400,000.

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	December 1, 2022
Bid Solicitation & Selection	February 1, 2023
Construction	120
Total timeline	120 days

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

Hudson currently falls behind all adjacent municipalities in this field and this is part of the master plan for the transfer station. Delay will results in further cost escalation.

Additional Comments:



Civil/Environmental Engineers
 35 Bow Street
 Portsmouth, NH 03801

File: 1197-Hudson Solid Waste-221118 Cost Estimate
 Preliminary Solid Waste Improvements Cost Estimate
 CMA Engineers - 1197
 November-22
 By: ECT

Hudson Solid Waste Improvements

Item No.	Item	Unit	Est. Qty.	Construction Cost	
				Unit Price	Total Price

Phase 2 - Scale

	General Conditions (3% of Construction Costs)	LS	1	NA	\$ 19,300.00
	Mobilization (3% of Construction Costs)	LS	1	NA	\$ 19,300.00
	Sitework	LS	1	\$ 10,000.00	\$ 10,000.00
	Paving	Ton	250	\$ 120.00	\$ 30,000.00
	Crushed Gravel (6")	CY	420	\$ 28.00	\$ 11,760.00
	Gravel (12")	CY	840	\$ 23.00	\$ 19,320.00
	36' Pit Scale	EA	2	\$ 80,000.00	\$ 160,000.00
	Scale Management Software/Electrical	EA	1	\$ 30,000.00	\$ 30,000.00
	Scale House	LS	1	\$ 50,000.00	\$ 50,000.00
	Other	LS	1	\$ 10,000.00	\$ 10,000.00

Estimated Construction Cost \$ 359,700.00

Contingency (10%) \$ 36,000.00

Construction Subtotal \$ 395,700.00

Engineering Design & Permitting \$ 50,000.00

Engineering Construction Services (8%) \$ 26,000.00

Scale Total: \$ 471,700.00

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Speare Road Culvert Replacement

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

The existing culvert was repaired approximately 2 years ago, but is still in need of replacement. The first step is to complete the design and permitting of project and have a shovel ready project.

Total Project Cost (Estimate):

Our current estimate is for the design and permitting \$50,000

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	December 1, 2022
Bid Solicitation & Selection	February 1, 2023
Construction	
Total timeline	90 days

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

The delays will result in further deterioration of the existing culvert and closure of Speare Road in the future.

Additional Comments:

The current option is the first step of addressing this matter and this project was identified in the CIP list.

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Gas & Diesel Tanks Replacement

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

The existing tanks at Public Works are over 25 years old, are in need of replacement. These tanks serve DPW and all Town vehicles and are essential to our day to day operations, winter and summer months. This project will require design, permitting, construction, compliance and oversight. We recommend the design and permitting to be completed first.

Total Project Cost (Estimate):

Our current estimate is \$50,000

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	December 1, 2022
Bid Solicitation & Selection	February 1, 2023
Construction	N/A
Total timeline	90 days

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

Delays will result in increased cost in the future due to construction, compliance and new requirements.

Additional Comments:

The current option is the first step of a safer and better pump station setup.

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Gas & Diesel Tanks Replacement

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

The existing tanks are over 25 years old and are in need of replacement. These tanks serve DPW and all Town vehicles and are essential to our day to day operations, winter and summer months. Once design & permit phase is complete then construction phase can start

Total Project Cost (Estimate):

Our current estimate is \$600,000

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	August 1, 2023
Bid Solicitation & Selection	September 1, 2023
Construction	December 1, 2023
Total timeline	90 days

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

Delays will result in increased costs in the future due to construction, compliance and new requirements.

Additional Comments:

The need for this tank to be replaced and relocated is not going away.

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Public Works Hot Box

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

DPW is in need of a hot box, which will provide DPW with the proper equipment to fix and repair roads all year around. This is a portable device that keeps the hot mix warm and provides better and longer fixes compared to the cold patch currently used as an alternative.

Total Project Cost (Estimate):

Our current estimate is \$50,000

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	December 1, 2022
Bid Solicitation & Selection	January 1, 2023
Construction	NA
Total timeline	30 days

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

Delays may result in increased cost in the future for the equipment.

Additional Comments:

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Fire Department EMS Equipment

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

This project encompasses the procurement of power loading ambulance cot systems and a mechanical CPR device. The addition of these devices will provide the opportunity for HFD employees to operate in a safer manner. Both pieces of equipment help to eliminate fatigue during an emergency, lessen opportunity for orthopedic and muscular injury to personnel as well as lessen aerosol droplet exposure potential because the equipment will provide a larger buffer between a patient and medical care provider. +

Total Project Cost (Estimate):

\$126,925

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	Sole Source Provider
Bid Solicitation & Selection	Sole Source Provider
Construction	
Total timeline	60-90 days

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

A delay in the purchasing of this equipment will slow the opportunity for our medical care providers to increase safety in their job duties. A delay will require our responders to continue to have limited buffer space with our patients while continuing to be exposed to injury potential when moving and lifting patients or performing CPR compressions.

Additional Comments:

Mechanical CPR devices provide an automated way to deliver high quality CPR and improve clinically meaningful outcomes among patients while lessening provider fatigue and CPR quality. Power loading cots improve operator and patient safety by supporting the cot throughout the loading and unloading process. These also provide an exposure barrier between the patient and the medical care provider.



2 Powered Systems

Quote Number: 10435707

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: HUDSON FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Shane Donnelly

Email: shane.donnelly1@stryker.com

Phone Number: (774) 502-9462

Quote Date: 11/28/2022

Expiration Date: 12/29/2022

Delivery Address

Name: HUDSON FIRE DEPT

Account #: 1095356

Address: 15 LIBRARY ST

HUDSON

New Hampshire 03051-4250

End User - Shipping - Billing

Name: HUDSON FIRE DEPT

Account #: 1095356

Address: 15 LIBRARY ST

HUDSON

New Hampshire 03051-4250

Bill To Account

Name: TOWN OF HUDSON

Account #: 1071839

Address: 12 SCHOOL ST

HUDSON

New Hampshire 03051-4249

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	2	\$25,485.75	\$50,971.50
2.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	2	\$22,523.26	\$45,046.52
Equipment Total:					\$96,018.02

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
3.1	76011PT	ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for MTS POWER LOAD *INCLUDES FLOOR PLATE*	2	\$9,090.00	\$18,180.00
3.2	71061PT	ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for Power-PRO XT MTS Mid: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Trendelenburg, dual compatibility, backrest storage pouch	2	\$5,763.75	\$11,527.50
ProCare Total:					\$29,707.50



2 Powered Systems

Quote Number: 10435707

Version: 1

Prepared For: HUDSON FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Shane Donnelly

Email: shane.donnelly1@stryker.com

Phone Number: (774) 502-9462

Quote Date: 11/28/2022

Expiration Date: 12/29/2022

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,200.22
Grand Total:	\$126,925.74

Comments:

Bulk Pricing Discount

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Email Archive Server

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

The email archive server is to archive incoming and outgoing email (including internal email). This is done in an effort to support email Right to Know requests. This project is recommended by the Right to Know Committee.

Total Project Cost (Estimate):

\$15,000

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for
Proposals (RFP)

Bid Solicitation & Selection

Construction

Total timeline

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

No urgency - other than the recommendation of the Right to Know Committee to be completed as soon as possible.

Additional Comments:

The Board of Selectmen added this project, \$15,000 to the IT Budget 5330-412 for FY24.

\$12,500 server cost and \$2,500 is first year support cost.

Town of Hudson, New Hampshire

American Rescue Plan Act of 2021 – Project Identification

Name of Project: Hudson Police Firing Range Rehabilitation

Eligibility Category:

- A. Public Health & Negative Economic Impacts
- B. Premium Pay
- C. Revenue Loss & Government Services
- D. Water, Sewer & Broadband

Project Narrative (describe project in a few sentences):

The Hudson Police Firing Range has large berms that catch lead bullets and shrapnel. This has been in service for over 25 years. The lead needs to be mitigated and the berms replaced. HPD Range is a paved facility. The pavement is heaving and cracking and needs resurfacing. The range has a trailer on site for classroom work. It has electric heat and AC for climate control. The trailer is exceeding its potential life cycle.

Total Project Cost (Estimate):

\$40,000 for berm mitigation/replacement + \$25,000 for range driveway and range resurfacing + \$40,000 for a trailer = \$105,000

Project Timeline (estimate timeframes anticipated by task):

Drafting & Publishing a Request for Proposals (RFP)	one week
Bid Solicitation & Selection	one month
Construction	one month total
Total timeline	two months, however, seasonal work

Urgency (describe the consequences of delaying or not completing this project. If possible, elaborate on the effect of delaying this project for 1-2 years, 3-5 years, 5 years or more):

The berms should not be delayed since the cost to mitigate the lead removal will only continue to rise.

The pavement has heaving and cracks and could be dangerous as people try to move fluidly with live ammo on the surface. This should not be delayed at all.

The trailer is still usable for now. I worry that inflation and supply issues may become a detriment if the trailer begins to fail due to its old age.

Additional Comments:

The areas needed are listed in priority with the first two identical in priority.

We are struggling to get an estimate in writing on the berms and trailer. However, the berm removal and restoration in 2019 would have cost \$35,000. A new trailer may cost up to \$40,000.

Malizia, Steve

From: William Cole <bcfairway@msn.com>
Sent: Wednesday, November 23, 2022 2:43 PM
To: Malizia, Steve
Cc: Dave Morin; Labrie, Lisa
Subject: ARPA-funded projects (Proposed)

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

Steve,

Per request and in support of the next ARPA Coordination Meeting (8 Dec@1400hrs), the following projects - from BOS FY24 Outside the Budget Requests list - are submitted for consideration of ARPA-fund support:

Line Item 5330-412	IT	Software	Email server S/W	\$15,000.00
Line Item 5554-221	DPW	Eq Rental	Catch Basin Cleaning	\$30,000.00
Line Item 5554-406	DPW	Drainage	Stormwater BMPs	\$20,000.00
Line Item 5571-100	Planning	Salary, etc.	Associate Planner	\$113,000.00
Line Item 5585-225	Engineer	Eng Fees	Robinson Pone	\$75,000.00
Line Item 5730-404	Fire	Trucks	Replace (2) vehicles	\$20,490

Favorable consideration of the above, while not encompassing a great deal of money given the larger picture, will provide the taxpayers of Hudson with a degree of relief from their projected direct tax burden.

Would also, I suspect, send a favorable message to the taxpayers with regard to the Town's appreciation of the current and projected economic challenges they face.

Question / Comments - contact me at any time.

Please forward to anyone I may have missed.

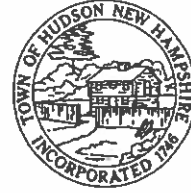
Best regard,

Bill Cole



TOWN OF HUDSON

Finance Department



Agenda
12-13-22

8A

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

RECEIVED

NOV 28 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

To: Board of Selectmen
Steve Malizia, Town Administrator

From: Lisa Labrie, Finance Director *LL*

Date: November 28, 2022

Subject: 12 Lions Ave. – HVAC Contract

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

Recommendation:

To award the contract for design and construction services for the HVAC upgrade at the Community Center to North Shore Home Energy, LLC.

Information:

The Community Center HVAC is in need of replacement. The project was listed as a potential to be completed with ARPA funds. It was advertised on the Town website and in the Union Leader on Oct. 17th, 2022. On Nov. 4th, 2022, a mandatory pre-bid meeting was held and four (4) different vendors were sent bid invitations. The budget to complete this project is \$125,000.

Two (2) bids were received:

North Shore Home Energy, LLC of South Hampton, NH:	\$79,650.
Triple Construction, LLC of Hudson, NH	\$104,668.

Funding: The construction costs are to be charged to account no. 7205 which is an infrastructure account funded by the American Rescue Plan.

Motion: To approve the contract for construction services for the HVAC System at 12 Lion's Ave. to North Shore Home Energy, LLC. for the amount of, not to exceed \$79,650 and to charge the costs to 7205. Recommended by the Town Engineer and Finance Director.

Cc: Elvis Dhima, Town Engineer



TOWN OF HUDSON

Engineering Department



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

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: November 21, 2022

RE: 12 Lions Ave – HVAC Contract

The community center heating , ventilation and air conditioning (HVAC) is in need of replacement. This project was identified on the list of projects to be completed with ARPA funds and was rated 5th on the list. We advertised on the Town website and on the Union Leader on October 17, 2022. On November 4, 2022 we held a mandatory pre-bid meeting and we sent the bid invitations to four different vendors. Our budget is \$125,000.

On November 18, 2022 we received 2 bids as follows:

North Shore Home Energy, LLC South Hampton, NH:	\$79,650
Triple Construction , LLC, Hudson, NH	\$104,668

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

Motion:

To approve the contract for design and construction services for the HVAC upgrade to North Shore Home Energy, LLC. for the amount of, not to exceed \$79,650, using ARPA funds.

Office of the Town Clerk/Tax Collector
Design/Build Services for Town Facility HVAC Replacement
Friday, November 18, 2022 @ 10:00am

Received		
Name & Address	Date	Bid Price
Triple Construction, LLC	17-Nov-22	104668
5 Executive Drive, Suite 3 Hudson NH 03051	9:40 AM	
North Shore Home Energy LLC	18-Nov-22	79650
77 Exeter Rd Unit G South Hampton NH 03827	8:17 AM	
Respectfully Submitted:		
cc: Selectmen		
Finance		
Engineering		

Donna McElarson

**DESIGN / BUILD SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
TOWN OF HUDSON, NEW HAMPSHIRE**

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

1. Design / Built Services :

Design and built services for the project listed above.

\$ 79,650

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

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

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

The undersigned acknowledges:

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

Company: North Shore Home Energy

Signed by: [Signature]

Printed or typed name: Joshua Mann

Address: 77 Exeter rd #G South Hampton NH 03827

Telephone number: 9784571772 fax number: _____

Toll free number: _____ e-mail: nsheoffice@gmail.com

Cell phone number: 9782709876

Primary point of contact: Joshua Moore

Payment terms and conditions: Net 60

Please fill out, sign and return to:

Town Clerk's Office
Town of Hudson
12 School Street, Hudson, NH 03051
603-886-6003; 603-594-1142 (Fax)

Due Date/Time: NOVEMBER 18, 2022 Not Later Than 10:00 AM

SPECIFICATIONS EXCEPTION FORM

**DESIGN / BUILD SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

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

Quote meets all specifications

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

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

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

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

Alternate Form
W-9 (rev 01/2011)

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregard entity name, if different from above

North Shore Home Energy LLC

Check appropriate box for federal tax classification (required): Individual/ Sole proprietor C Corporation S Corporation

Partnership

Trust/estate

Limited Liability Company - Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) _____

Exempt payee

Other (see instructions)

Address (number, street, and apt. or suite no.)

77 Exeter rd #C

City, state, and ZIP code

South Hampton NH 03827

Requester's name and address (optional)

City of Concord
41 Green Street
Concord NH 03301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number -

Employer identification number -

82-405 1924

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. Person

Date 1/18/22

General Instructions

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


Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

**DESIGN / BUILD SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

Company North Shore Home Energy LLC
Taxpayer identification number 824051904
Authorized signature 
Date 11/18/22
Address 77 Exeter rd #G South Hampton NH 03821
Telephone 9784571772
Toll-free number _____
Fax number _____
E-mail address nshooffice@gmail.com

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): NORTH SHORE HOME ENERGY LLC.
77 EXETER RD UNIT G.
SOUTH HAMPTON, NH 03827

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address): JOSHUA MOORE
77 EXETER RD UNIT G
SOUTH HAMPTON, NH 03827

BID

Bid Due Date: 11/18/22

Project (Brief Description Including Location): HVAC SYSTEM REPLACEMENT

BOND

Bond Number: \$4000

Date (Not later than Bid due date): 11/18/22

Penal

Sum:

FOUR THOUSAND

(Words)

\$4,000

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

NORTH SHORE HOME ENERGY LLC (Seal)

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

By: Joshua Moore (OWNER)
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest:
t: _____
Signature and Title

Attest:
t: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



North Shore Home Energy LLC

77 Exeter Rd, G
South Hampton, NH 03827

ESTIMATE	#1210
ESTIMATE DATE	Nov 18, 2022
SCHEDULED DATE	Fri Nov 18, 2022 6:15am
TOTAL	\$79,650.00

Town of Hudson
12 School St
Hudson, NH 03051

CONTACT US

(603) 489-9705
 nshomeenergyconsulting@gmail.com

ESTIMATE

Services	qty	unit price	amount
12 Lions Ave HVAC Replacement	1.0	\$79,650.00	\$79,650.00

Remove and dispose of the existing 40 ton Carrier split HVAC system. Furnish and install a new York 40 ton split two stage four pipe air conditioning system equipped with a new York 40-50ton hydronic coil. Install the new DX cooling coil and hydronic heat coil in the existing location and reconnect the return ductwork. Install the 10hp blower section and drive package on top of the unit and connect the supply ducting with a canvas connect for vibration. Install the new condensing unit on the existing concrete pad. Install all new refrigeration lines from the air cooling coil to the condensing unit. Reconnect the existing hydronic line and condensate drain. Completely rewire system up to code with all new disconnects and install a new Honeywell programmable thermostat to control the system.

DX Cooling Section M# YORYD480C00A2BAB2

Blower Motor M# YOR2LP04610133

Blower Drive M# : YOR1LD0410

Condenser M# YORYD480C00A2BAB2

Hydronic Heat Coil M# YOR1HW0407

Warranty:

York 5yr compressor, 2yr parts.
1yr labor.

Lead Time:

Current lead time is 18-20 weeks build time.

Total **\$79,650.00**

Thank you again for choosing North Shore Home Energy!



Thursday, November 17, 2022

Proje
Addr
Clie

Scope of work seems to be in order except duct cleaning. More detailed than north shore

Dear Town of Hudson

Thank you for affording Triple Construction LLC, the opportunity to submit a proposal for the Design Build Services Facility HVAC Replacement project. Please read through this document thoroughly and should you have any questions contact us prior to signing.

We hereby submit a proposal for the following work:

Please refer to the attached Bid Clarification sheet for details related to the project scope.

We propose to furnish labor and materials, in accordance with the attached specifications for the sum of: 104,668.00 **One Hundred and Four Thousand, Six Hundred and Sixty-Eight Dollars and Zero Cents.**

Payments shall be made per contract payment terms (Net 30).

Triple Construction, LLC


Contractor Signature

Acceptance of Proposal:

The above price, specifications, and conditions are satisfactory and hereby accepted. Triple Construction, LLC is authorized to do the work as specified. Paymet shall be made as described above.

Date

Owner Signature

BID BOND WAS PROVIDED AFTER THE BID WAS OPEN.



CLARIFICATIONS:

1. Project scope is to be performed by Triple Construction, LLC and their related subcontractors during regular business hours.
2. Triple Construction, LLC will not be held liable for any outstanding issues with existing conditions. Materials will be installed as set forth in the project bid document, and/or agreed upon with the client representative.
3. Building permit is included in Triple Construction, LLC scope.
4. Costs associated with additional requests, and or requirements by local building and fire departments will be performed at an additional cost. Pricing is only reflective of what is currently in project documents (Undated RFP), or agreed upon within this bid proposal package.
5. Costs associated with liquidated damages due to circumstances beyond our control will not be the responsibility of Triple Construction, LLC.
6. Recover and dispose of existing air handler, condenser and associated piping.
7. Furnish and install new Carrier Air Handler with hot water coil.
8. Furnish and install new 40-ton carrier condenser.
9. Furnish and install new refrigerant piping.
10. Make water pipe connections
11. Provide crane to set condenser.
12. Provide start-up and commissioning.
13. Provide twelve months complete warranty.
14. Disconnect and reconnect power supply.

EXCLUSIONS: (Additional pricing can be provided for some of the following upon request)

1. Winter conditions, including but not limited to staging, tarps, heating, or plowing, are currently excluded from our proposal at this time.
2. Concrete cutting, or any new concrete/equipment pads.

**DESIGN / BUILT SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
TOWN OF HUDSON, NEW HAMPSHIRE**

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

1. Design / Built Services :

Design and built services for the project listed above.

\$ 104,668.00

One Hundred and Four Thousand, Six Hundred and Sixty-Eight Dollars and Zero Cents.

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

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

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

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:

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

Company: Triple Construction, LLC

Signed by: 

Printed or typed name: Scott Laurier

Address: 5 Executive Drive, Hudson, NH 03051 _____

Telephone number: 603-546-1082 **fax number:** _____

Toll free number: _____ **e-mail:** slaunier@triple-construction.com

Cell phone number: 603-505-7158 _____

Primary point of contact: Scott Launier _____

Payment terms and conditions: Net 30 _____

Please fill out, sign and return to:

Town Clerk's Office
Town of Hudson
12 School Street, Hudson, NH 03051
603-886-6003; 603-594-1142 (Fax)

Due Date/Time: NOVEMBER 18, 2022 Not Later Than 10:00 AM

SPECIFICATIONS EXCEPTION FORM

**DESIGN / BUILD SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
TOWN OF HUDSON, NEW HAMPSHIRE**


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

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

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

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

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

Signed: 
I DO meet specifications

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

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

Alternate Form
W-9 (rev 01/2011)

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregard entity name, if different from above

Check appropriate box for federal tax classification (required): Individual/ Sole proprietor C Corporation S Corporation Partnership Trust/estate Exempt payee
 Limited Liability Company - Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) _____
 Other (see instructions)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

City of Concord
41 Green Street
Concord NH 03301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number --

Employer identification number --

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. Person

Date:

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**DESIGN / BUILD SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

Company Triple Construction, LLC

Taxpayer identification number 811114333

Authorized signature 

Date 11/17/2022

Address 5 Executive Drive, Hudson, NH 03051

Telephone 603-546-1082

Toll-free number _____

Fax number _____

E-mail address slaunier@triple-construction.com

**DESIGN / BUILD SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
Town of Hudson
Insurance Requirements for All Contractors**

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

Commercial General Liability

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

- Occurrence
- Claims Made

Additional Coverage to Include

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

Commercial Automobile Liability

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

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

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

Workers Compensation

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

Commercial Umbrella

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

Other

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Triple Construction, LLC. 5 Executive Drive, Hudson, NH 03051

as principal, hereinafter call the Principal, and
Great Midwest Insurance Company

as corporation dully organized under the laws of the State of Texas
as Surety, hereinafter call the Surety, are held and firmly bounded unto


Town of Hudson, NH

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

WHEREAS, the Principal has submitted a bid for
Town of Hudson, NH HVAC replacement (Design/Build) Hudson, NH

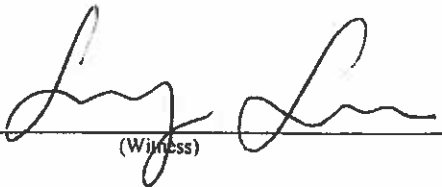
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 11th day of November 2022



(Witness)

Triple Construction, LLC

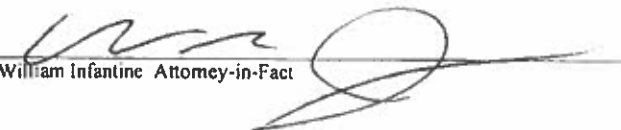


(Witness)



Gino Bernard, Manager

Great Midwest Insurance Company



William Infantine Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: WILLIAM J. INFANTINE, KAREN J. CASE, CHRISTOPHER J. SNOW, LYNDISAY LEE, MATTHEW CHRUPCALA,

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 30th day of November, 2020.

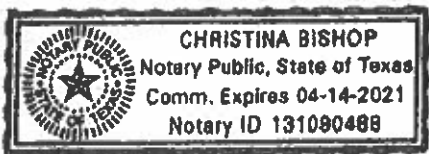


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 30th day of November, 2020, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of November 20 22



BY [Signature] Leslie K. Shaunty Secretary

"WARNING: Any person who knowingly and with intent to defraud any Insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE OF AWARD

Dated _____, 20

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: Design/Build Services for Town Facility HVAC Replacement

OWNER'S CONTRACT NO: _____

CONTRACT FOR: Design/Build Services for Town Facility HVAC Replacement

(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

Hudson – RFP 22

Design/Built Services for Federal Street Pump Station Upgrade

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is

_____ Dollars (\$) _____).

4 (four) copies of each of the proposed Form of Agreement, and Performance and Payment Bond forms accompany this Notice of Award.

You must comply with the following conditions precedent within five days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Provisions.
3. (List other conditions precedent).

- _____
- _____ List of suppliers
- _____
- _____ Performance and Payment Bonds (1 copies)
- _____
- _____ Insurance Certificates (1 copies) - Please note that in accordance with General
- _____ **Condition 2.1.2 of the Contract Documents, the Municipality must be named as**
- _____ **additional insureds.**
- _____
- _____
- _____
- _____
- _____
- _____

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable performance BOND, payment BOND and agreement signed by the party to whom the Agreement was awarded, the **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Hudson
(OWNER)

By _____
(Authorized Signature)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____, 20 _____

By _____

Title _____

Copy to ENGINEER
 (Use Certified Mail, Return Receipt Requested)

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A LUMP SUM PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2022 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**DESIGN / BUILD SERVICES FOR
TOWN FACILITY HVAC REPLACEMENT
HUDSON, NEW HAMPSHIRE**

ARTICLE 2 - ENGINEER

The Project is being managed by the Town Engineer with assistance from _____, who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the Lump Sum Cost as shown on the Proposal Form (attached).

- 3.1 **Liquidated Damages:** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with the General Conditions, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the OWNER shall deduct from payments due the CONTRACTOR **Two Hundred and Fifty (\$250.00) for each calendar day that expires past the date for each calendar day that expires after the Substantial Completion date specified, until said portions of the work have been completed.** If payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the CONTRACTOR, and then the CONTRACTOR or his Surety shall pay the balance to the OWNER.

- 3.2 In addition to the above, if the Contract is not completed within the time specified and no extension of time is authorized by the OWNER, the CONTRACTOR shall indemnify the OWNER for costs to the OWNER of additional engineering work required during any such extension period.

ARTICLE 4 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions and Supplemental Conditions. Applications for Payment will be processed by ENGINEER as follows:

- Payment will be made within thirty (30) days of submittal

The Town waives any retainage requirement for this project. All payments to the Contractor will be based on the payment schedule noted above.

ARTICLE 5 - INTEREST

All monies not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Request for Proposal RFB 04-21.
- 7.2 Town of Hudson required contract forms:
- a.) Proposal Document
 - b.) Specifications Exception Form
 - d.) Alternate Form W-9
 - d.) Indemnification Agreement
- 7.3 Bid Bond.
- 7.4 Notice of Award.
- 7.5 This Agreement.
- 7.6 Performance Bond.
- 7.7 CONTRACTOR's Proposal.
- 7.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).
- 7.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER Town of Hudson

CONTRACTOR _____

By: _____

By: _____

Print Name _____

Print Name _____

Title: _____

Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, duly authorized _____ of _____, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by _____, duly authorized _____ of _____, a _____ corporation, on behalf of same.

Justice of the Peace/Notary Public

Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

Hudson, New Hampshire

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.

NH License No.: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state

in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

(Corporation, Partnership or Individual)

and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Hudson, NH

(Name of Owner)

12 School Street, Hudson, NH 03051

(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of _____

_____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators' successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

Design/ Build Service For Federal Street Sewer Pump Station Update

Hudson, NH

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)
which shall be deemed an original, this _____ day of _____, 20 ____.

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

Principal

BY _____

(Address)

By: _____
Witness as to Principal

(Address)

ATTEST:

By _____
Witness as to Surety

(Address)

(Surety)
BY _____
Attorney - in - Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire



TOWN OF HUDSON
Engineering Department

RECEIVED
DEC 07 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

*Agenda
12-13-22*



8B

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

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 7, 2022

RE: Water Supply Feasibility Study Contract

We have been working with a Saint-Gobain (SG) representative regarding the impact of polyfluoroalkyl substances ("PFAS") on our system for the past year. We have agreed that different options need to be looked at to meet our current and future water needs.

Our water consultant, Weston & Sampson, has prepared a fee for the agreed scope of work for the amount of \$195,782.09, which will be funded by SG. The study will take approximately four months to complete and will identify solutions and costs associated with them.

This study will provide the ground work for the next step towards addressing the water supply we are dealing with.

In conclusion, we are recommending that the Board of Selectmen approve the agreement between Town of Hudson and Weston and Sampson.

Motion

To award the contract for Engineering Services to Weston & Sampson Engineers, Inc. in the amount of, not to exceed \$195,782.09.

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
TOWN OF HUDSON, NEW HAMPSHIRE
AND
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this _____ day of _____, 20__, by and between The Town of Hudson, New Hampshire, acting herein by and through its Board of Selectmen, hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 100 International Drive, Suite 152, Portsmouth, New Hampshire 03801, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services for the Town of Hudson Water Supply Feasibility Study, hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 The ENGINEER shall provide a brief overview of the existing water supply sources for the OWNER including:
 - 2.1.1 Review of the existing well yields from the Litchfield Wells (Dame, Ducharme and Weinstein) and determination of the amount of water the OWNER requires to be compensated from PFAS-impacted wells.
 - 2.1.2 Provide a summary of the PFAS impacts in each Litchfield Well (Dame, Ducharme and Weinstein) and a summary of the related investigation of these impacts to date.
 - 2.1.3 Provide a summary of the historical water utilization from each Hudson water supply source from 2010 to date including the water received from Pennichuck Water Works (PWW).
 - 2.1.4 Provide a description of the current water system source redundancy status.
- 2.2 The ENGINEER shall assess the town's ability to supplement the PFAS-contaminated water supply wells with new/replacement groundwater sources by performing the following:

- 2.2.1 The ENGINEER will conduct a review of the 2003 Weston & Sampson report and mapping entitled "Identification of Potential Groundwater Sources". Updates to the potential contaminant source inventory (including PFAS contamination), water quality/treatment, and costs will be completed in an effort to adjust the evaluation matrix and site ranking in the report. The resultant changes will be used to identify (if any) the prioritization of sites recommended for further study.
 - 2.2.2 The ENGINEER will summarize the work completed to date to evaluate the 5 highest ranked sites identified in the 2003 Report as well as the 5 highest ranked sites from the previous task. This summary will include the potential yield and water quality results obtained for each site along with a recommendation (if any) for future work to be completed to verify any data gaps identified.
 - 2.2.3 The ENGINEER will use the results of the previous task (Section 2.2.2) to opine on the probability of success with respect to water quantity and quality and its ability to replace the yield lost to PFAS contamination at existing sources.
- 2.3 The ENGINEER shall assess the feasibility of PFAS treatment of the existing groundwater sources (Dame, Ducharme and Weinstein). Evaluation criteria for each alternative (as defined below) shall include ease of implementation, risk reduction, and cost (both capital and operation & maintenance).
- 2.3.1 Present two typical treatment options that would potentially be used to treat the PFAS contaminated source water. Provide a review of raw water quality parameters at each of the three wells and identify applicable pretreatment concepts. In particular, iron, manganese, total organic carbon, chloride and sodium concentrations will be reviewed and potential treatment needs will be addressed to minimize impacts to PFAS-specific treatment systems. Provide a proposed schematic process flow diagram of the treatment system. These deliverables will be provided for each of the following scenarios:
 - i. Water Treatment Plant (WTP) to treat the Dame/Ducharme Wells, only
 - ii. WTP to treat the Weinstein Well, only
 - iii. WTP to treat Dame/Ducharme and Weinstein Wells including a routing assessment of a proposed raw water transmission main between the Dame/Ducharme and Weinstein well sites.
 - a. Review both the Dame/Ducharme and the Weinstein well sites for each site's ability to support a WTP that would treat the total combined flow from all three wells.
 - 2.3.2 Review challenges and potential constraints related to treatment of existing sources including:
 - i. Environmental/wetlands/permitting considerations
 - ii. NHDOT right of way (if applicable)
 - iii. Access/easements/land purchase requirements
 - iv. Site layout limitations for residuals handling
 - v. Backwash water supply

- 2.3.3 Utilizing the existing hydraulic water model, conduct a brief review of the water distribution system adjacent to the proposed WTP site(s). Identify and recommend upgrades to the distribution system to enable all three wells to be pumped into the water distribution system from either the Dame/Ducharme or the Weinstein well sites.
 - 2.3.4 Conduct an appropriation-level project capital cost estimate (engineering, construction and contingency), in 2023 dollars, for the scenarios described in 2.3.1 and 2.3.3. Determine anticipated operational & maintenance costs, in 2023 dollars, associated with the feasible treatment alternatives. Utilizing the capital cost and operation and maintenance estimates, calculate a 60-year life cycle cost analysis of each option described in 2.3.1 and 2.3.3.
 - 2.3.5 Summarize findings of the treatment feasibility assessment. Include an approximate timeline that demonstrates anticipated project milestones from conceptual design through construction.
- 2.4 The ENGINEER shall review and assess interconnection alternatives between the OWNER's water system and adjacent water systems. Evaluation criteria for each alternative shall include total volume and flow of supply available, ease of implementation, risk reduction, and cost (both capital and operation & maintenance). The interconnection alternatives include:
- 2.4.1 Connection with PWW
 - i. Meet with PWW to discuss capacity to serve the OWNER. Assuming capacity is sufficient, evaluate supply/connection options as follows.
 - ii. Evaluate the existing water main crossing at Taylor Falls. There are two bridges at this location (NH Route 111 west-bound and east-bound bridges). The existing 12-inch diameter water main is located on the west-bound bridge.
 - a. Conduct a brief, hydraulic analysis of the existing 12-inch diameter water main on the west-bound bridge and identify limitations in the water main's ability to transmit all desired levels of flow to Hudson.
 - b. Provide equivalent pipe diameter needed to transmit maximum day water demand via Taylor Falls bridge.
 - iii. Assess a new river crossing from PWW to Hudson
 - a. Using the Hudson hydraulic model, assess the water distribution system in Hudson to identify three (3) additional river crossing options and review water main upgrades (in Hudson) needed for the Hudson distribution system to receive supplemental water supply from PWW.
 - b. The three (3) alternative river crossing alignment recommendations will also be made with information provided by the OWNER regarding their preference for alternative crossing locations, and in consideration of the following:
 - i. perform a review of publicly available land records (assessor's mapping) to determine land ownership,
 - ii. ease of access,
 - c. Based on the recommended locations of the river crossing options established through the criteria listed above, present the locations to PWW

- for their assessment. If hydraulic modeling of the PWW water system is needed, additional scope and fee will be required to conduct the analysis.
- iv. In addition to the pipeline assessment, develop a preliminary concept for a pump station to transmit water from the PWW system into Nashua. The hydraulic grade line (HGL) for PWW is lower than the HGL in Hudson and will require pumping to boost water from PWW into Hudson at the selected river crossing location.
 - v. Assess use of PWW's existing Merrimack River Booster Station (MRBS) to supply Hudson
 - a. Discuss with PWW the capabilities and operation of the MRBS, PUC limitations to PEU supplying Hudson, and any known hydraulic concerns to increasing flow through the station.
 - b. Inquire with PWW if MRBS is able to push more water through the Nashua core system to feed the station. No hydraulic modeling of the PWW core system will be provided under this contract. All comments and recommendation of needs to pass additional water through the core system as provided by PWW will not be verified by ENGINEER.
 - c. Assess ability of the Litchfield water distribution system to increase flows to Hudson via MRBS by use of the Litchfield/Hudson combined hydraulic model.
 - d. Identify capital improvements required in Litchfield and/or Hudson to increase flow to Hudson via MRBS.
 - vi. Review challenges and potential constraints for all crossing options presented above including:
 - a. Environmental/wetlands/permitting considerations
 - b. NHDOT right of way
 - c. Access/easements/land purchase requirements
 - vii. Conduct an appropriation-level project capital cost estimate (engineering, construction and contingency), in 2023 dollars, for the scenarios described in 2.4.1.ii, 2.4.1.iv and 2.4.1.v. Determine anticipated operational & maintenance costs, in 2023 dollars, associated with the proposed pump station. Utilizing the capital cost and operation and maintenance estimates, calculate a 60-year life cycle cost analysis of each option described in 2.4.1.ii, 2.4.1.iv and 2.4.1.v.
 - viii. Summarize findings of the river crossing assessment. Include an approximate timeline that demonstrates anticipated project milestones from conceptual design through construction.
- 2.4.2 Connection with City of Lowell, Massachusetts water supply (via the Dracut water system). Lowell supplies water to the Dracut Water Supply District which also includes supplying water into a portion of the Town of Tyngsborough, Massachusetts (which is owned and operated by Dracut Water Supply District). Tyngsborough and Hudson share a town border. The following option will explore feasibility of creating a redundant connection for water supply from the City of Lowell and Dracut WSD water system.

- i. Meet with City of Lowell officials to discuss capacity (both supply and transmission) to serve the OWNER. If capacity is sufficient, proceed to evaluate connection options with the Dracut water system.
- ii. Meet with Dracut water system officials to discuss transmission capacity to serve the OWNER.
- iii. Assess the compatibility of the two water distribution systems (Hudson and Dracut) including an examination of the existing hydraulic gradelines, disinfection methodologies, and water rates.
- iv. Discuss potential concerns regarding an interstate water transfer and/or inter-basin transfer with Massachusetts Department of Environmental Protection to determine potential limitations or regulatory considerations.
- v. Evaluate potential interconnection locations based on Dracut and OWNER preferences, proximity of the two distribution systems, hydraulic considerations, and water main improvements required to facilitate a connection.
- vi. Identify additional infrastructure improvements (such as pumping stations, pressure reducing valve facilities, and/or chemical feed systems) required to facilitate a connection to the Dracut water system, as necessary.
- vii. Review challenges and potential constraints for the connection options presented above including:
 - a. Environmental/wetlands/permitting considerations
 - b. NHDOT/MADOT right of way
 - c. Access/easements/land purchase requirements
- viii. Conduct an appropriation-level project capital cost estimate (engineering, construction and contingency), in 2023 dollars, for the scenarios described in 2.4.2.v and 2.4.2.vi. Determine anticipated operational & maintenance costs, in 2023 dollars, associated with 2.4.2.vi. Utilizing the capital cost and operation and maintenance estimates, calculate a 60-year life cycle cost analysis for a connection with the Dracut water system as described above.
- ix. Summarize findings of the Lowell water supply/Dracut water system connection assessment. Include an approximate timeline that demonstrates anticipated project milestones from conceptual design through construction.

2.4.3 Connection with Manchester Water Works (MWW)

- i. Provide brief summary of the South Central New Hampshire Regional Water Supply study.
- ii. Discuss limitations and feasibility constraints regarding connection with MWW as it is assumed that connection to MWW is not a viable connection alternative.

2.5 The ENGINEER shall prepare an engineering report detailing the results of the feasibility study and the potential water supply alternatives as described within Article 2.1 through 2.4.

2.5.1 Prepare a draft report summarizing the findings of the feasibility assessment and relevant costs (capital, operation/maintenance, 60-year life cycle) for viable alternatives.

- 2.5.2 Develop an alternatives analysis matrix for the feasible water supply alternatives. The matrix will identify and provide a weighting for the environmental/permitting constraints, land ownership/access limitations, impacts to the distribution system, 60-year life cycle costs and OWNER preference of the viable alternatives to determine an overall ranking.
 - 2.5.3 Provide the draft report to the OWNER and additional project stakeholders and meet with the OWNER and project stakeholders to discuss the draft report.
 - 2.5.4 Receive and incorporate comments from the OWNER and stakeholders and incorporate into a final report to be delivered to the project stakeholders.
- 2.6 The ENGINEER shall provide project management efforts for the duration of the project including the following:
- 2.6.1 Coordinate, prepare for, and attend four progress meetings with the OWNER and project stakeholders during the duration of the project. Create meeting agendas in advance of the meetings and prepare meeting minutes for distribution to project stakeholders following the completion of each meeting.
 - 2.6.2 Provide a project schedule including key project milestones, proposed progress meetings/intervals, and draft and final report submission dates for review and approval by the OWNER and project stakeholders.
 - 2.6.3 Obtain and coordinate the services of any subcontractors/subconsultants required to complete the SCOPE OF SERVICES as described within Article 2.
- 2.7 The following services listed in this section are not included as part of this AGREEMENT and are not paid for by the OWNER:
- 2.7.1 Preparation or submission of permits. The SCOPE OF SERVICES will identify necessary permits related to the potential water supply alternatives but does not include preparation of the permits for submission to relevant agencies.
 - 2.7.2 Conducting field investigations. The SCOPE OF SERVICES includes identifying potential field investigations and or evaluations that should be performed to further refine the scope and costs of potential water supply alternatives but does not include conducting these investigations.
 - 2.7.3 Coordination or communication with private landowners regarding easements and/or land purchase agreements. The SCOPE OF SERVICES will identify when these efforts may be required to support a potential water supply alternative but does not include coordination or communication regarding these efforts.
 - 2.7.4 Topographic, property, or utility survey of potential treatment plant sites, river crossing locations, or water main corridors will not be performed.

- 2.7.5 Structural services involving inspection of the existing bridges or creation of new load rating evaluations is not included. Structural services include an evaluation of existing information for the bridges to allow for a determination of their general suitability to accommodate proposed water main infrastructure.
- 2.7.6 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.
- 2.7.7 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.5 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.6 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.7 Pay the ENGINEER for work performed in accordance with the terms specified herein.
- 3.8 Examine all studies, reports, sketches, Drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in

writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance of the work of any Contractor(s).

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting within 15 days of signing this AGREEMENT and concluding within 120 days.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.
- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of \$195,750 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date.
- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the amount of \$1,000,000 combined single limit per accident.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of \$3,000,000 per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New Hampshire.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New Hampshire.

6.6 Additional Insured

OWNER shall be named an additional insured for insurance coverage included in Articles 6.1, 6.2 and 6.3 only.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

- 7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid to the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended

or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty, including costs arising from the COVID-19 pandemic. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

11.9 Opinions of Probable Construction Cost

The ENGINEER makes opinions of probable costs using its best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or the Contractor's methods of determining prices, or competitive bidding or market conditions or when the Project will be constructed. ENGINEER cannot and does not guarantee that Contractor's bids or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER desires greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

11.10 Changed Conditions

If concealed or unknown conditions that affect the performances of the services are encountered, that are not ordinarily found to exist or that differ materially from those generally recognized as inherent in the services of the character provided for under this AGREEMENT or which could not have reasonably been anticipated, notice by the observing party shall be promptly given to the other party and, if possible before the conditions are disturbed. If the ENGINEER makes the claim, ENGINEER's schedule and compensation shall be equitably adjusted to reflect additions that result from such changed conditions.

11.11 Force Majeure

If delays or failures of performance of the ENGINEER are caused by occurrences beyond the reasonable control of the ENGINEER, the ENGINEER shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by the ENGINEER, or any other causes which are beyond the reasonable control of the ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

ARTICLE 13– CONTROLLING LAW

This Agreement is to be governed by the law of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

TOWN OF HUDSON, NEW HAMPSHIRE

WESTON & SAMPSON ENGINEERS, INC.

By Its Board of Selectmen:

By:

Jeffrey W. McClure, P.E.
Senior Associate

DATE



TOWN OF HUDSON
Engineering Department

RECEIVED
DEC 05 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

Agenda
12-13-22



8C

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

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer
Jess Forrence, Public Works Director

DATE: December 5, 2022

RE: Solid Waste Infrastructure for Recycling (SWIFR) Grant Program

We have an opportunity to apply for a federal grant related to solid waste/ recycling facilities and operations. The minimum amount is \$500,000 and the maximum is \$4,000,000 and the total amount available is \$40,000,000. There is no mandatory cost match/share requirements from the Town.

We recommend that the Town hire our consultant, CMA Engineers Inc., to assist us with the application efforts to maximize our chances of winning the grant.

In conclusion, we are asking the Board of Selectmen to consider the following options:

First Motion

To waive the bid process and to award the engineering services to CMA Engineers Inc., for the amount of, not to exceed, \$7,000, using Engineering Account# 5585-225.

Second Motion

To authorize the Town Engineer to file for the grant.

Third Motion

Not to pursue the grant at this time.



December 6, 2022

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

Re: Town of Hudson Transfer Station – Engineering Services
Amendment #3 to Engineering Services for Hudson Transfer Station Upgrades
CMA Eng. #1197

Dear Elvis:

In response to your request, we have prepared this Amendment #3 to our contract for engineering services for the Town of Hudson Transfer Station Improvements. The amendment includes engineering services for the preparation of an application for the Solid Waste Infrastructure for Recycling (SWIFR) Grant Program being administered by the Environmental Protection Agency (EPA). The amendment modifies our contract for Engineering Services for Transfer Station Upgrades dated September 14, 2020.

Background, Approach and Scope of Services

Work to date has included planning for long term improvements in a three-phase approach that includes retaining walls to support an elevated area for dropping off materials (Phase I, *completed*), a scale (Phase II), and a new recycling facility and transfer station building (Phase III).

While preparing to move forward with Phase II, the Town is also in the process of seeking out funding sources for Phase III. The intent is that the SWIFR Grant may be able to be utilized to fund Phase III.

We propose the following scope of work as described below:

- Prepare and submit a Notice of Intent, as required.
- Attend informational session on grant application process.
- Assist the Town in completing the required forms for the SWIFR Grant application.
- Prepare and compile additional supporting documents as required for the SWIFR Grant application

Schedule

CMA Engineers will complete the following deliverables by the deadlines provided:

- | | |
|----------------------------------|-------------------|
| • Submit Notice of Intent | December 15, 2022 |
| • Submit SWIFR Grant Application | January 16, 2023 |

Engineering Fees

CMA Engineers, Inc. will complete the Scope of Services outlined above for the fee of **\$7,000**. CMA Engineers will monitor project requirements throughout the course of the project and will advise the Town if the actual costs are projected to exceed that amount.

Engineering fees will be assessed on the basis of CMA Engineers, Inc. standard rates. Engineering staff are invoiced at the rate of salary cost (wage rate plus 35% to cover statutory and customary fringe benefits) times a

factor of 2.45. Sub-consultants will be invoiced at cost times 1.15. Expenses are invoiced at cost. Mileage will be billed at the prevailing IRS rate. CADD computer time is invoiced at \$10/hr.

Contract Terms

Work will be performed in accordance with our contract for engineering services referenced above and dated September 14, 2020. The terms and conditions of that contract shall apply except where modified above.

If you have any questions, please don't hesitate to call. If you concur with the arrangements outlined herein, you may authorize us to proceed by signing in the space(s) indicated below.

Very truly yours,
CMA ENGINEERS, INC.



Paul D. Schmidt, P.E.
President



Liam B. Kalloch, P.E.
Project Engineer

Accepted and Authorized to Proceed:

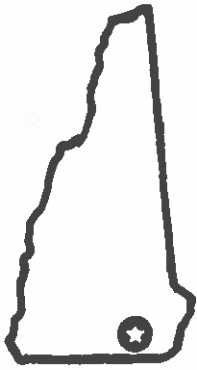
Town of Hudson, NH

Date

LBK:xxx

CMA Engineers, Inc			
BILLING RATES CHART			
2022			
			3.308
			<i>mark-up</i>
Musselman, Craig	PE	Principal	195.00
Straub, William	PE	Principal	195.00
Grillo, Robert	PE	Vice-President	195.00
Adams, Travis	PE	Project Engineer	119.95
Beaudet, Jason	PE	Project Manager	174.94
Bouchard, Joshua	PE	Project Manager	168.10
Bouchard, Whitney	PE	Project Engineer	123.22
Burke, Sarah	EIT	Project Engineer	115.12
Chiaromonte, Chris	EIT	Project Engineer	114.51
Clark, Benjamin	PM	Project Manager	174.94
Corbett, Phil	PE	COO/Project Manager	190.85
Deyling, Brett	PE	Project Engineer	137.57
Etten, Hannah	EIT	Project Engineer	122.46
Fortier, Sam	PE	Project Engineer	140.33
Gordon, William		CADD Technician	86.84
Hartford, Andy		Resident Project Engineer	132.32
Hewitt, Jacob	EIT	Project Engineer	119.28
Huynh, Max	EIT	Project Engineer	103.38
Kalloch, Liam	PE	Project Engineer	131.53
Kareckas, Jack		Construction Inspector	121.08
Karlson, Alyssa		Intern	62.85
Messina, Nicholas	EIT	Project Engineer	117.12
Osbon, David		CADD Technician	135.28
O'Shea, Kathleen		Admin Assistant	99.24
Roy, Adam	PE	Project Manager	123.26
Sandahl, Adam	PE	Project Manager	174.94
Schmidt, Paul	PE	President/Project Manager	190.85
Leith, Reilly		Admin Assistant	69.47
Strickland, Jodie	PE	Project Engineer	122.52
Thibodeau, Emma	EIT	Project Engineer	108.69
<p>Engineering fees will be assessed on the basis of CMA Engineers, Inc. standard rates. Engineering staff are invoiced at the rate of salary cost (wage rate plus 35% to cover statutory and customary fringe benefits) times a factor of 2.45. Principal time is invoiced at the lesser rates of \$195 for Craig N. Musselman, P.E, William A Straub, P.E and Robert J. Grillo, P.E.. Rates are subject to annual adjustments.</p>			

Agenda
12-13-22



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



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

8D

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: December 6, 2022
Re: Warrant Article Q – Appoint Conservation Commission as Agents to Expend from Forest Management Fund
Warrant Article R – Forest Management Funding

The Conservation Commission has submitted two (2) warrant articles for the Board of Selectmen’s consideration. Warrant Article Q seeks to appoint the Conservation Commission as agents to expend from the Forest Management Fund. Warrant Article R is looking to appropriate funds from the Forest Maintenance Fund for the purpose of forest management. The Conservation Commission will speak to their request at the meeting. Should the Board vote to forward the warrant articles to the warrant, the following motions are appropriate:

Motion: To move Warrant Article Q, Appoint Conservation Commission as agents to expend from Forest Management Fund to the warrant.

Motion: To move Warrant Article R, Forest Management Funding to the warrant.

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

**Fiscal Year 2024
Warrant Article Q**

**Appoint Conservation Commission as Agents to Expend from
Forest Management Fund**

Shall the Town of Hudson vote to appoint the Hudson Conservation Commission as agents to expend as authorized by RSA 31:19-a, I, from the Forest Maintenance Fund, previously established in 2018? No funds to be raised by taxation.

Recommended by the Board of Selectmen

**Fiscal Year 2024
Warrant Article R**

Forest Management Funding

Shall the Town of Hudson vote raise and appropriate the sum of \$_____ for the purpose of forest management (signage, trail building, maps, parking, etc.) and other costs associated with the maintenance and care of Town forest land? Said funds to come from the Forest Maintenance Fund, which is funded from revenues produced by timber harvesting in connection with forest management. No amount to be raised through taxation. This is a Special Warrant Article and is a non-lapsing appropriation per RSA 32:7 and shall not lapse until December 31, 2027 or until the project is completed.

Recommended by the Board of Selectmen

Conservation Commission Warrant Article Proposals FY2023

The Hudson Conservation Commission is currently tasked with maintaining and improving three town forests. Monies for the maintenance and upkeep of forest properties should come from the Forestry Maintenance fund not the Conservation Fund.

Colburn Town Forest Established by town vote Location: 20 Musquash Road Size: 51.95 Acres

Rangers Town Forest Established by town vote Location: 70 Rangers Drive Size: 56.64 Acres

Hudson Town Forest* Established by town vote Location: 142 Kimball Hill road Size: 52.26 Acres

*At some point another 26.32 acres of adjoining property will be added to the forest acreage. Currently this property is considered conservation property.

First Article proposed

Article XXXX (to be determined)

Shall the Town vote to appoint the Hudson Conservation Commission as agents to expend, as authorized by RSA 31:19-a, 1, from the Forest Maintenance Fund, previously established in 2018? No money to be raised by taxation.

Explanation: With this Article we are asking the voters to allow the Conservation Commission to manage and expend funds from the Forestry Maintenance Account without the need to seek approval by the voters at the annual town meeting. As noted, the RSA below allows for this type of arrangement. Typically it would be the Forestry Committee making the request but Hudson does not have such a committee and the Conservation Commission is tasked with oversight of all town forest land.

31:19-a Trust Funds Created by Towns. –

I. A town may at any annual or special meeting grant and vote such sums of money as it deems necessary to create trust funds for the maintenance and operation of the town; and any other public purpose that is not foreign to the town's institution or incompatible with the objects of its organization. The town may appoint agents to expend any funds in the trust for the purposes of the trust. An annual accounting and report of the activities of the trust shall be presented to the selectmen and published in the annual report.

Second Article Proposed, It might have to be petitioned

Article XXXX (to be determined)

Shall the Town vote to raise and appropriate the sum of \$ _____ for the purpose of forest management (signage, trail building, maps, parking, etc.) and other costs associated with the maintenance and care of Town forest land? Said funds to come from the Forest Maintenance Fund, which is funded from revenues produced by timber harvesting in connection with forest management. No amount to be raised through taxation. This is a Special Warrant Article and is a non-lapsing appropriation per RSA 32:7 and shall not lapse until 12/31/2027 or until project is completed. No money to be raised by taxation.

Explanation: With this Article we are asking the voters for their approval to spend a set dollar amount from the Forestry Maintenance Fund for the purpose of maintaining town forest land and for purchasing materials for trail marking and informational kiosks at our three town forest properties. The goal would be to purchase the items needed and have everything completed by the end of 2023. As these project can take a considerable amount of time to complete the warrant article is written to address the amount of time required to “complete the project”

Universal Citation: NH Rev Stat § 32:7 (2013)

32:7 Lapse of Appropriations. – Annual meeting appropriations shall cover anticipated expenditures for one fiscal year. All appropriations shall lapse at the end of the fiscal year and any unexpended portion thereof shall not be expended without further appropriation, unless:

I. The amount has, prior to the end of that fiscal year, become encumbered by a legally-enforceable obligation, created by contract or otherwise, to any person for the expenditure of that amount; or

II. The amount is legally placed in any nonlapsing fund properly created pursuant to statute, including but not limited to a capital reserve fund under RSA 35, or a town-created trust fund under RSA 31:19-a; or

III. The amount is to be raised, in whole or in part, through the issuance of bonds or notes pursuant to RSA 33, in which case the appropriation, unless rescinded, shall not lapse until the fulfillment of the purpose or completion of the project being financed by the bonds or notes; or

IV. The amount is appropriated from moneys anticipated to be received from a state, federal or other governmental or private grant, in which case the appropriation shall remain nonlapsing for as long as the money remains available under the rules or practice of the granting entity; or

V. The amount is appropriated under a special warrant article, in which case the local governing body may, at any properly noticed meeting held prior to the end of the fiscal year for which the appropriation is made, vote to treat that appropriation as encumbered for a maximum of one additional fiscal year; or

VI. The amount is appropriated under a special warrant article and is explicitly

designated in the article and by vote of the meeting as nonlapsing, in which case the meeting shall designate the time at which the appropriation shall lapse, which in no case shall be later than 5 years after the end of the fiscal year for which the appropriation is made.

A couple of Q&A from the New Hampshire Municipal Association

Q: Can the selectmen decide to harvest the timber in the town forest or decide that no hunting will be allowed in the town forest?

A. No. RSA 41:11-a specifically excludes town forests from the selectmen's authority to regulate and manage. Thus, the selectmen have no authority with regard to management of the town forest—that authority is delegated to either a forestry committee or the conservation commission by the legislative body when it establishes the town forest. By voting to establish a town forest, the voters are bypassing selectmen and placing the authority to manage a specific piece of town property with another town committee. However, the selectman can, and should, communicate with the forestry committee about ideas and concerns they may have about the town forest.

Q: Does the forestry committee get a budget to carry out its duties?

A. The legislative body can raise and appropriate the funds it deems necessary to establish or maintain a town forest. RSA 31:113. Maintenance expenses might include such things as preparing a forestry plan, purchasing and planting trees and other activities related to the maintenance of the town forest. The authority to spend such appropriations lapses at the end of the town's fiscal year as required by RSA 32:7.

In addition to funds that may be appropriated by the legislative body, any proceeds from the town forest, for example, money received from a timber harvest, must be deposited into a special forest maintenance fund. This fund is allowed to accumulate from year to year and does not lapse, unless the legislative body votes otherwise.



Tad K. Dionne
Chief of Police

TOWN OF HUDSON
Police Department
Partners with the Community

RECEIVED

DEC 06 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

1 Constitution Drive, Hudson, New Hampshire 03051
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 594-1162



8E

Captain David A. Cayot
Special Investigations Bureau

Captain David A. Bianchi
Administrative Bureau

Captain Michael P. Davis
Operations Bureau

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: Tad K. Dionne, Chief of Police 

Date: 06 December 2022

Re: Agenda Item – 13 December 2022

Scope:

The Hudson Police Department would like to meet at the next scheduled Board of Selectmen meeting on Tuesday, 13 December 2022 to request approval to accept the awarded Domestic Cannabis Eradication/Suppression Program (DCE/SP) Grant. The U.S. Department of Justice, Drug Enforcement Administration has granted \$15,000 to the Hudson Police Department to cover salaries and equipment used during the eradication of marijuana in Hudson which falls under several specific categories listed in the attached documentation.

Motion:

To authorize the Hudson Police Department to accept the Domestic Cannabis Eradication/Suppression Program (DCE/SP) Grant which was awarded by the U.S. Department of Justice, Drug Enforcement Administration in the amount of \$15,000.





www.dea.gov

**U.S. Department of Justice
Drug Enforcement Administration**

Springfield, Virginia 22152

Agreement Number 2023-87

THE DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows.

This Letter of Agreement (LOA) is entered into between the HUDSON POLICE DEPARTMENT, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of New Hampshire*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of New Hampshire*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

Letter of Agreement 2023-87

As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of New Hampshire*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. Capture, maintain, and share with DEA data and statistics on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows.
 - i. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - j. Submit electronically a DEA monthly expenditure report, with a copy of **THE AGENCY** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.
2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with *New Hampshire* law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

Letter of Agreement 2023-87

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the period of October 1, 2022 to September 30, 2023, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of “ditch weed”.

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY**'s presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

Letter of Agreement 2023-87

licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (ODS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they are **not automatically approved for purchase**. All requests for purchases must be received in HQ/ ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to **THE AGENCY** may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

Letter of Agreement 2023-87

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacturedistribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a LOA and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA’s payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), and OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) which have been combined

Letter of Agreement 2023-87

in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY23 (10/01/2022 through 09/30/2023)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for six (6) years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

Letter of Agreement 2023-87

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the State of New Hampshire resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAM. The UEI is required when there is a need for more than one bank/electronic funds transfer account for a location.

Letter of Agreement 2023-87

THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

Note: It is **THE AGENCY's** responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current UEI is _____.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on _____.

HUDSON POLICE DEPARTMENT

Printed Name & Signature: _____

Title: _____ Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge, Boston Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2023-AFF-B-OP-OD/5443000/DEA-JLE-JDCE-OD009

Click or tap here to enter text.

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2022

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:

Account Number:

Name of Bank/Financial Institution:

Address of Bank/Financial Institution:

Telephone Number of Bank/Financial Institution:

Contact Person of Bank/Financial Institution:

Bank/Financial Institution ABA Number:

State-Local Agency Name / LOA Number:

E-mail Address for Agency's Financial/
Accounting Section for Transfer Notifications:

Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

Investigative Support Section (ODS)
DEA Headquarters



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, as amended December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate, the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number:

TOWN OF HUDSON

Police Department

Partners with the Community

1 Constitution Drive, Hudson, New Hampshire 03051
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 594-1162

Agenda 12-13-22
RECEIVED

DEC 07 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

8F

Tad K. Dionne
Chief of Police

Captain David A. Cayot
Special Investigations Bureau

Captain David A. Bianchi
Administrative Bureau

Captain Michael P. Davis
Operations Bureau

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: Tad K. Dionne, Chief of Police

Date: 07 December 2022

Re: Agenda Item – 13 December 2022

Police Safety Services Revolving Fund

The purpose of this warrant article is to create a **Police Safety Services (PSS) Revolving Fund** as outlined in NH RSA 31:95-h (c). This program would be very similar to the revolving fund that was created to support Emergency Medical Services (EMS) for Hudson Fire in March of 2019 and Hudson Community Television in March of 2015.

- A. The Hudson Police Department has budgeted for police cruisers, outfitting police cruisers, and police cruiser maintenance, and associate operational costs under the 5630 Police Patrol Cost Center, Automobiles, Large Equipment Maintenance, and Tires in the Police Department budget.
- B. We are asking that fifty percent (50%) of revenues received from Police Detail Cruiser Fees be deposited into the PSS Revolving Fund, and the money be allowed to accumulate from year to year.
- C. Should the voters approve the warrant article, the PSS Revolving Fund would go into effect July 1, 2023.
- D. This revolving fund would provide a funding mechanism that would include operational costs and capital funding (vehicle purchases).
- E. With the establishment of this fund, we would offset costs related to 5630 Automobiles, Large Equipment Maintenance, and Tires, and other equipment related to Police Safety Services in the Police Department budget. With the rising inflation, increased prices on police vehicles and associated costs, and lack of vehicle inventory, this is a pathway to direct revenue created from police vehicles and apply it directly to police vehicle costs.

F. Last year, the Town of Hudson collected \$48,720 from Police Detail Cruiser Fees. Under this proposed program, with the same revenue generated, \$24,360 would be deposited into the Revolving Fund and \$24,360 would go to General Fund revenue.

We recognize this is a different way of funding the cost of our Police fleet. This will provide a continuous mechanism for offsetting cruiser expenses that are supported by the users of the Police Safety Services (details).

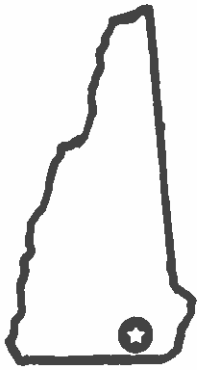
We respectfully request that the Board of Selectmen forward the attached warrant article to the 2024 Town Warrant for consideration by the voters.

Fiscal Year 2024 Warrant Article P

Establish a Public Safety Services Revolving Fund

Shall the Town of Hudson vote to establish a Public Safety Services (PSS) revolving fund pursuant to NH RSA 31:95-h (c) for the purpose of providing public safety services? Fifty percent (50%) of revenues received from Police Detail Cruiser Fees shall be deposited into the fund, and the money shall be allowed to accumulate from year to year, and shall not be considered part of the Town's general surplus. The Town Treasurer shall have custody of all moneys in the fund, and shall pay out the same only upon order of the Board of Selectmen, and no further approval of the Town Meeting shall be required to expend from the fund. These funds may be expended only for purposes of Police Fleet Purchasing/outfitting, Police Fleet Maintenance, or Public Safety Services equipment needed in conjunction with special events, highway construction, other construction, or any other public safety purpose deemed appropriate by the Board of Selectmen. The Public Safety Services revolving fund shall go into effect on July 1, 2023.

Recommended by the Board of Selectmen



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


Agents
12-73-22



8G

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: December 6, 2022

Re: Application for Payment from Capital Reserve Funds

Attached please find seven (7) Applications for Payment from Capital Reserve Funds. They are as follows:

- | | | |
|-----------------|-------------------------------------|--------------|
| 1. Assessing | Future Property Revaluation CRF | \$ 66,244.39 |
| 2. Assessing | Future Property Revaluation CRF | \$ 38,530.18 |
| 3. Fire | Communications & Infrastructure CRF | \$659,000.00 |
| 4. Fire | Fire Apparatus Refurb & Replace CRF | \$170,000.00 |
| 5. Police | Police Safety Equipment CRF | \$ 69,953.44 |
| 6. Police | Police Safety Equipment CRF | \$ 35,293.30 |
| 7. Sewer/Drains | VacCon Truck Replacement CRF | \$391,960.00 |

The Trustees of Trust Funds have requested that the Board approve the disbursements from the capital reserve funds. The Board of Selectmen are the agents to expend for all of the above listed funds and there are sufficient funds in each capital reserve fund to make the disbursements. Should the Board of Selectmen vote to approve the disbursements, the following motion is appropriate:

Motion: To approve the disbursements from the accounts listed above in the total amount of \$1,430,981.30.

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

Town of Hudson, NH
Capital Reserve/Trust Funds
Fiscal Year 2024

Date of Creation	Fund	Department	Name of Trust	Market Value Balance 6/30/2022	Budgeted Additions FY23	Anticipated Withdrawals FY22	Anticipated Withdrawals FY23	FY23 Projected Balance before Expenditures	Agents/ Authority to Expend	Town Proposed FY2024
19-Aug-94	GF	5750-450	Ambulance CRF	62,578				62,578	Vote	
10-Mar-98	GF		Benson's Land CRF	98,114	10,000		(45,610)	62,504	BOS	
12-Mar-13	GF	5940-450	Communications Equip & Infrastructure	846,736			(659,000)	187,736	BOS	
13-Mar-01	GF		Conservation Land CRF	759,653				759,653	Vote	
16-Jun-94	GF	5940-450	Employees Earned Time	862,937				862,937	BOS	
10-Mar-20	GF		Energy Efficiency CRF	25,154	25,000			50,154	BOS	
14-Mar-00	GF	5730-450	Fire Apparatus CRF	235,784			(170,000)	65,784	Vote	
11-Mar-08	GF	5730-450	Fire Apparatus Refurb & Repair CRF	242,833	25,000			267,833	BOS	25,000
08-Mar-11	GF	5730-450	Fire Equipment CRF	7,531				7,531	BOS	
11-Mar-08	GF	5410-450	Future Property Revaluations CRF	221,589	25,000		(66,244)	180,345	BOS	25,000
08-Mar-22	GF		Generator Replacement & Repair CRF	0	30,000			30,000	BOS	30,000
09-Mar-21	LIB		Hills Mem Library CRF	22,125				22,125	LIB TR	
09-Mar-21	LIB		Hills Mem Library Maintenance CRF	1,311				1,311	LIB TR	
14-Mar-06	GF	5330/5677	Information Services CRF	77,379				77,379	BOS	
14-Mar-17	GF	5060-450	Library Improvements CRF	52,416				52,416	Vote	
11-Mar-14	GF	5045-450	Major Repair to Town Buildings CRF	180,066				180,066	BOS	
18-Mar-95	SF	5564-450	Nashua WWT CRF	3,624,569		(232,947)		3,391,622	BOS	
13-Mar-07	GF	5630-450	Police Bullet Proof Vest Repl CRF	40,713				40,713	BOS	
13-Mar-07	GF	5630-450	Police Duty Weapons Repl CRF	47,055				47,055	BOS	
09-Mar-21	GF	5630-450	Police Safety Equip CRF (Tasers/Cameras)	6,640	100,000			106,640	BOS	100,000
09-Mar-10	GF/CC	5586-450	Pond Reclamation CRF	62,653				62,653	BOS	
12-Mar-02	GF	5810-450	Rec Facility Land Purchase CRF	209,744				209,744	Vote	
11-Mar-14	GF	5810-450	Recreation Equipment CRF	1,862				1,862	BOS	
11-Mar-14	GF	5824-450	Recreation Field Construction CRF	1,350				1,350	BOS	
28-Nov-97	SF		Sewer Capital Assessment	9,290,173		(186,169)		9,104,004	BOS	
16-Sep-95	SF	5564-450	Sewer Pump Repair CRF	177,882		(45,000)		132,882	BOS	
14-Mar-06	GF/SF	5554/5562-450	VacCon Truck Replacement CRF	401,064	30,000			431,064	Vote	30,000
12-Mar-02	WF	5592-450	Water Utility Improvement CRF	3,588,142				3,588,142	BOS	
12-Mar-02	WF	5592-450	Water Utility Capital Repair CRF	396,114				396,114	BOS	
08-Mar-16	WF	5592-450	Water Utility Infrastructure & Capital CRF	77,008				77,008	BOS	
BOS = Board of Selectmen				21,621,173	245,000	(464,116)	(940,854)	20,461,203		210,000
Trustees = Trustees of the Trust Fund										
Vote = Town Meeting Vote							GF	3,747,996		
LIB = Library Trustees							SF	12,628,508		
							WF	4,061,264		



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Assessing Dept
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 8-2-2022 Date payment required: ASAP

Printed name of person submitting request: Jim Michael

Title of person submitting request: Chief Assessor

Deliver payment to: Assessing 5410

Signature of person submitting request: [Signature]

Signature of Finance Director: [Signature]

Submitted pursuant to:

Action as agent to expend. BOS

Warrant article approved at town/school district annual or special meeting.

This request is for only a portion of the amount authorized by the article

This request is for the total amount authorized by the article in question or represents the final payment in a series.

Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$66,244.39
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: 5410-450 Property Revaluation CRK

Date and warrant article number which authorizes this request: 3/11/07-A15

Or
 Date and minutes of meeting by boards and trustees authorizing withdrawal: _____
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.



PURCHASE ORDER

(Pending Posting Process)

TO: Vision Government Solutions Inc
1 Cabot Road #100
Hudson, MA 01749

Contact:
Vendor ID: V00182 (800) 628-1013
1099 Eligible: No

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

PO No: **ASR22001**

Date: 8/02/2021
Dept. Of: Revaluation of Property
Job No:

Ship Via: Standard Shipping
Terms: Standard Terms

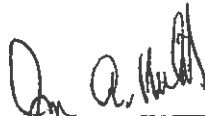
Comment: To Be Paid Exclusively Through the
Property Revaluation Capital Reserve
Account

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

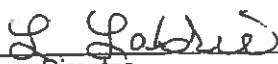
Attention:

Requested By: jmichaud

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
-	2022 Full Statistical Revaluation Contract	1.0000	149,000.0000	149,000.00
Debit Account No: 01-4152-5410-450-000		Desc: Assess, CRF Revaluation		
			Total	149,000.00



Department Head



Finance Director



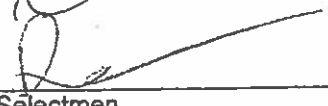
Town Administrator



Chairman, Board of Selectmen



Board of Selectmen



Board of Selectmen



Board of Selectmen



Board of Selectmen

Vision Government Solutions, Inc.
1 Cabot Rd - Suite 100
Hudson, MA, 01749
Email: AR@vgsi.com



INVOICE

Invoice Nbr.: IN010466
Date: 31-Jul-2022
Due Date: 30-Aug-2022
Terms: Net 30 Days

BILL TO:
Hudson
12 School Street
Hudson, NH 03051
Attn: Jim Michaud

NHHUDS00-2022-001

Project ID: Hudson NH 2022 Statistical Update

Project # NHHUDS00-2022-001
Project Description Hudson NH 2022 Statistical Update

Contract Amount	149,000.00
<hr/>	
Total Completed to Date	102,491.19
Retainage 10%	10,249.12
Total Earned Less Retainage	92,242.07
Less Previous Invoices Sent	65,407.38
Current Contract Amount Due	26,834.69
Current Deposit Applied	
Current Payment Due	26,834.69

Remit Payment To:
Vision Government Solutions, Inc.
PO Box 844019
Boston, MA 02284-4019

Vision Government Solutions, Inc.
1 Cabot Rd - Suite 100
Hudson, MA, 01749
Email: AR@vgsi.com



Invoice Nbr.: IND10316
Date: 29-Jun-2022
Due Date: 29-Jul-2022
Terms: Net 30 Days

INVOICE

BILL TO:
Hudson
12 School Street
Hudson, NH 03051
Attn: Jim Michaud

NHHUDS00-2022-001

Project ID: Hudson NH 2022 Statistical Update

Project # NHHUDS00-2022-001
Project Description Hudson NH 2022 Statistical Update

Contract Amount	149,000.00
Total Completed to Date	72,674.88
Retainage 10%	7,267.49
Total Earned Less Retainage	65,407.39
Less Previous Invoices Sent	51,872.92
Current Contract Amount Due	13,534.47
Current Deposit Applied	
Current Payment Due	13,534.47

Remit Payment To:
Vision Government Solutions, Inc.
PO Box 844019
Boston, MA 02284-4019

Vision Government Solutions, Inc.
1 Cabot Rd - Suite 100
Hudson, MA, 01749
Email: AR@vgsi.com



INVOICE

BILL TO:
Hudson
12 School Street
Hudson, NH 03051
Attn: Jim Michaud

Invoice Nbr.: IN010186
Date: 27-May-2022
Due Date: 26-Jun-2022
Terms: Net 30 Days

NHHUDS00-2022-001

Project ID: Hudson NH 2022 Statistical Update

Project # NHHUDS00-2022-001
Project Description Hudson NH 2022 Statistical Update

Contract Amount	149,000.00
Total Completed to Date	57,636.56
Retainage 10%	5,763.66
Total Earned Less Retainage	51,872.90
Less Previous Invoices Sent	38,840.73
Current Contract Amount Due	13,032.17
Current Deposit Applied	
Current Payment Due	13,032.17

Remit Payment To:
Vision Government Solutions, Inc.
PO Box 844019
Boston, MA 02284-4019

Vision Government Solutions, Inc.
1 Cabot Rd - Suite 100
Hudson, MA, 01749
Email: AR@vgsi.com



INVOICE

Invoice Nbr.: IN009320
Date: 29-Apr-2022
Due Date: 29-May-2022
Terms: Net 30 Days

BILL TO:
Hudson
12 School Street
Hudson, NH 03051
Attn: Jim Michaud

NHHUDS00-2022-001

Project ID: Hudson NH 2022 Statistical Update

Project # NHHUDS00-2022-001
Project Description Hudson NH 2022 Statistical Update

Contract Amount	149,000.00
<hr/>	
Total Completed to Date	43,156.37
Retainage 10%	4,315.64
Total Earned Less Retainage	38,840.74
Less Previous Invoices Sent	25,997.68
Current Contract Amount Due	12,843.06
Current Deposit Applied	
Current Payment Due	12,843.06

Remit Payment To:
Vision Government Solutions, Inc.
PO Box 844019
Boston, MA 02284-4019

IN009320

Hudson NH 2022 Statistical Update

Period From: 04-2022

Period To: 04-2022

Project: NHHUDS00-2022-001

Invoice Date: 4/29/2022

Invoice Number: IN009320

Description of Work	Scheduled Value	Previous Application	Current Billing	Completed to Date		Balance to Finish	Retainage
				Amount	%		
Project Supervision	12,045.77	6,504.71	0.00	7,227.46	60	4,818.31	722.75
Letters/Mailings	10,506.06	0.00	0.00	0.00	0	10,506.06	0.00
Residential Valuation	15,413.35	6,936.01	2,080.80	10,018.68	65	5,394.67	1,001.87
Residential Measure & List	7,144.19	1,285.96	3,857.86	5,715.35	80	1,428.84	571.54
Residential Field Review	25,274.18	1,137.34	1,137.34	2,527.42	10	22,746.76	252.74
Commercial Valuation	11,577.82	3,126.02	0.00	3,473.35	30	8,104.47	347.33
Commercial Measure & List	840.63	151.32	453.93	672.50	80	168.13	67.25
Commercial Field Review	8,145.20	366.53	0.00	407.26	5	7,737.94	40.73
Digital Imaging	658.28	118.49	355.46	526.62	80	131.66	52.66
Digital Imaging Capture	312.68	0.00	0.00	0.00	0	312.68	0.00
Residential Hearings	11,728.13	0.00	0.00	0.00	0	11,728.13	0.00
Commercial Hearings	1,609.95	0.00	0.00	0.00	0	1,609.95	0.00
Data Entry	21,098.35	949.43	3,797.70	5,274.59	25	15,823.76	527.46
Data Entry Printing	4,976.56	447.89	447.89	995.31	20	3,981.25	99.53
Project Finalization & Support	6,735.64	0.00	0.00	0.00	0	6,735.64	0.00
Travel & Expense	6,593.40	1,068.13	712.09	1,978.02	30	4,615.38	197.80
Bonding	4,339.81	3,905.83	0.00	4,339.81	100	0.00	433.98
Total:	149,000.00	25,997.66	12,843.07	43,156.37	29	105,843.63	4,315.64



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Assessing
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 11-21-22 Date payment required: ASAP

Printed name of person submitting request: Jim Michael

Title of person submitting request: Chief Assessor

Deliver payment to: Assessing - 5410

Signature of person submitting request: J. A. Michael

Signature of Finance Director: _____

Submitted pursuant to:

- Action as agent to expend.
- Warrant article approved at town/school district annual or special meeting.
- This request is for only a portion of the amount authorized by the article
- This request is for the total amount authorized by the article in question or represents the final payment in a series.
- Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$38,530.18
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: 5410-450

Date and warrant article number which authorizes this request: 3/11/08 - #15
 Or

Date and minutes of meeting by boards and trustees authorizing withdrawal: _____
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.

Original to Treasurer, 12/1/22

Article 11

Hiring of Two Police Officers

Shall the Town of Hudson raise and appropriate the sum of \$135,418 which represents the cost of wages and benefits to hire two additional full-time police officers? These officers will be assigned to the Patrol Division and work directly in the neighborhoods and business community. (This appropriation is in addition to Article 10, the Operating Budget.) (Recommended by the Board of Selectmen.) (Recommended by the Budget Committee.)

Article 12

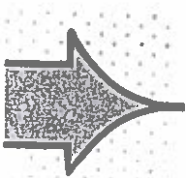
Design/Reconstruction/Repair of Pelham Road Dam over Second Brook

Shall the Town of Hudson raise and appropriate the sum of \$350,000 for the design and reconstruction/repair of the Pelham Road dam over Second Brook? (This appropriation is in addition to Article 10, the Operating Budget.) (Recommended by the Board of Selectmen.) (Recommended by the Budget Committee.)

Article 13

Sale of Town-owned Property

Shall the Town of Hudson raise and appropriate the sum of up to \$450,000 for moving expenses, fit-up, equipment and furnishing costs of the new town library and to authorize the Board of Selectmen to raise the full amount of up to \$450,000 solely from the sale of two town-owned parcels of real estate, identified as 47 Ferry Street (Tax Map 182-093) and 49 Ferry Street (Tax Map 182-092)? Said sale of real estate to be upon such reasonably commercial terms and conditions as shall be determined by the Board of Selectmen. Any excess funds produced by the sale of said real estate shall be paid into the town's general fund. In the event the proceeds from the sale of this real estate are less than \$450,000, the amount appropriated under this article shall be reduced to that lesser amount. This is a non-lapsing appropriation per RSA 32:7 (VI) and will not lapse until the purposes of this article are completed or June 30, 2014, whichever is soonest. (This appropriation is in addition to Article 10, the Operating Budget.) (Recommended by the Board of Selectmen.) (Recommended by the Budget Committee.)



Article 14

Fire Apparatus Refurbish and Repair Capital Reserve Fund

Shall the Town of Hudson establish a Capital Reserve Fund under the provisions of RSA 35:1 to be known as the "Fire Apparatus Refurbishment and Repair Capital Reserve Fund" for the purpose of refurbishing and repairing of fire apparatus and to raise and appropriate the sum of \$20,000 to be placed in this fund and to further appoint the Board of Selectmen as agents to expend from this fund, in accordance with RSA 35:15 II? (This appropriation is in addition to Article 10, the Operating Budget.) (Recommended by the Board of Selectmen.) (Recommended by the Budget Committee.)

Article 15

Capital Reserve Fund for Future Property Revaluations

Shall the Town of Hudson establish a Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of funding future property revaluations to be known as the "Property Revaluation Capital Reserve Fund" and to raise and appropriate the sum of \$5,000 to be placed in said fund and to designate the Board of Selectmen as agents to expend? (This appropriation is in addition to Article 10, the Operating Budget.) (Recommended by the Board of Selectmen.) (Recommended by the Budget Committee.)



Article 16

Land Use Change Tax Fund

Shall the Town of Hudson raise and appropriate \$196,789 from the un-appropriated balance of the Land Use Change Tax Fund at the end of Fiscal Year 2007 and to place said amount into the Conservation Land Capital Reserve Fund for Purchase of Open Space for Conservation Purposes, said fund having been established under Article 30 of the March 2000 Warrant for the purpose of acquiring land, development rights or conservation easements? (This appropriation is in addition to Article 10, the Operating Budget.) (Recommended by the Board of Selectmen.) (Recommended by the Budget Committee.)



PURCHASE ORDER

(Pending Posting Process)

PO No: **ASR23014**
Date: 11/15/2022
Dept. Of: Revaluation of Property
Job No:
Ship Via: Standard Shipping
Terms: Standard Terms
Comment: current billing on reval contract

TO: Vision Government Solutions Inc
1 Cabot Road #100
Hudson, MA 01749

Contact:
Vendor ID: V00182 (800) 628-1013
1099 Eligible: No

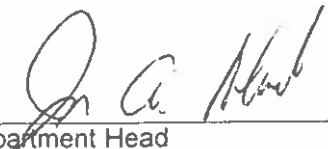
BILL TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

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

Attention:

Requested By: jmichaud

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
--	current invoice on reval contract	1.0000	5,579.5600	5,579.56
Debit Account No: 01-4152-5410-450-000		Desc: Assess, CRF Revaluation		
			Total	5,579.56



Department Head

Board of Selectmen

Finance Director

Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen

Vision Government Solutions, Inc.
1 Cabot Rd - Suite 100
Hudson, MA, 01749
Email: AR@vgsi.com



INVOICE

BILL TO:
Hudson
12 School Street
Hudson, NH 03051
Attn: Jim Michaud

Invoice Nbr.: IN010942
Date: 11-Nov-2022
Due Date: 11-Dec-2022
Terms: Net 30 Days

NHHUDS00-2022-001

Project ID: Hudson NH 2022 Statistical Update

Project # NHHUDS00-2022-001
Project Description Hudson NH 2022 Statistical Update

Contract Amount	149,000.00
Total Completed to Date	145,302.51
Retainage 10%	14,530.25
Total Earned Less Retainage	130,772.26
Less Previous Invoices Sent	125,192.70
Current Contract Amount Due	5,579.56
Current Deposit Applied	
Current Payment Due	5,579.56

Remit Payment To:
Vision Government Solutions, Inc.
PO Box 844019
Boston, MA 02284-4019

IN010942

Hudson NH 2022 Statistical Update

Project: NHHUDS00-2022-001

Period From: 11-2022

Period To: 11-2022

Invoice Date: 11/11/2022

Invoice Number: IN010942

Description of Work	Scheduled Value	Previous Application	Current Billing	Completed to Date		Balance to Finish	Retainage
				Amount	%		
Project Supervision	12,045.77	9,757.07	1,084.12	12,045.77	100	0.00	1,204.58
Letters/Mailings	10,506.06	9,455.45	0.00	10,506.06	100	0.00	1,050.61
Residential Valuation	15,413.35	13,872.02	0.00	15,413.35	100	0.00	1,541.34
Residential Measure & List	7,144.19	6,429.77	0.00	7,144.19	100	0.00	714.42
Residential Field Review	25,274.18	22,746.76	0.00	25,274.18	100	0.00	2,527.42
Commercial Valuation	11,577.82	10,420.04	0.00	11,577.82	100	0.00	1,157.78
Commercial Measure & List	840.63	756.57	0.00	840.63	100	0.00	84.06
Commercial Field Review	8,145.20	7,330.68	0.00	8,145.20	100	0.00	814.52
Digital Imaging	658.28	592.45	0.00	658.28	100	0.00	65.83
Digital Imaging Capture	312.68	281.41	0.00	312.68	100	0.00	31.27
Residential Hearings	11,728.13	10,027.55	527.77	11,728.13	100	0.00	1,172.81
Commercial Hearings	1,609.95	1,448.96	0.00	1,609.95	100	0.00	161.00
Data Entry	21,098.35	18,039.09	949.43	21,098.35	100	0.00	2,109.84
Data Entry Printing	4,976.56	4,478.90	0.00	4,976.56	100	0.00	497.66
Project Finalization & Support	6,735.64	606.20	2,424.83	3,367.82	50	3,367.82	336.78
Travel & Expense	6,593.40	5,043.95	593.41	6,263.73	95	329.67	626.37
Bonding	4,339.81	3,905.83	0.00	4,339.81	100	0.00	433.98
Total:	149,000.00	125,192.70	5,579.56	145,302.51	98	3,697.49	14,530.25

Vision Government Solutions, Inc.
1 Cabot Rd - Suite 100
Hudson, MA, 01749
Email: AR@vgsi.com



INVOICE

BILL TO:
Hudson
12 School Street
Hudson, NH 03051
Attn: Jim Michaud

Invoice Nbr.: IN010801
Date: 30-Sep-2022
Due Date: 30-Oct-2022
Terms: Net 30 Days

NHHUDS00-2022-001

Project ID: Hudson NH 2022 Statistical Update

Project # NHHUDS00-2022-001
Project Description Hudson NH 2022 Statistical Update

Contract Amount	149,000.00
<hr/>	
Total Completed to Date	139,103.01
Retainage 10%	13,910.30
Total Earned Less Retainage	125,192.71
Less Previous Invoices Sent	111,546.41
Current Contract Amount Due	13,646.30
Current Deposit Applied	
Current Payment Due	13,646.30

Remit Payment To:
Vision Government Solutions, Inc.
PO Box 844019
Boston, MA 02284-4019

Vision Government Solutions, Inc.
1 Cabot Rd - Suite 100
Hudson, MA, 01749
Email: AR@vgsi.com



INVOICE

BILL TO:
Hudson
12 School Street
Hudson, NH 03051
Attn: Jim Michaud

Invoice Nbr.: IN010624
Date: 31-Aug-2022
Due Date: 30-Sep-2022
Terms: Net 30 Days

NHHUDS00-2022-001

Project ID: Hudson NH 2022 Statistical Update

Project # NHHUDS00-2022-001
Project Description Hudson NH 2022 Statistical Update

Contract Amount	149,000.00
Total Completed to Date	123,940.44
Retainage 10%	12,394.04
Total Earned Less Retainage	111,546.39
Less Previous Invoices Sent	92,242.07
Current Contract Amount Due	19,304.32
Current Deposit Applied	
Current Payment Due	19,304.32

Remit Payment To:
Vision Government Solutions, Inc.
PO Box 844019
Boston, MA 02284-4019

IN010624

Hudson NH 2022 Statistical Update

Period From: 08-2022

Period To: 08-2022

Project: NHHUDS00-2022-001

Invoice Date: 8/31/2022

Invoice Number: IN010624

Description of Work	Scheduled Value	Previous Application	Current Billing	Completed to Date		Balance to Finish	Retainage
				Amount	%		
Project Supervision	12,045.77	8,672.96	0.00	9,636.62	80	2,409.15	963.66
Letters/Mailings	10,506.06	0.00	4,727.73	5,253.03	50	5,253.03	525.30
Residential Valuation	15,413.35	11,791.22	1,387.20	14,642.68	95	770.67	1,464.27
Residential Measure & List	7,144.19	6,429.77	0.00	7,144.19	100	0.00	714.42
Residential Field Review	25,274.18	20,472.08	2,274.68	25,274.18	100	0.00	2,527.42
Commercial Valuation	11,577.82	9,378.04	521.00	10,998.93	95	578.89	1,099.89
Commercial Measure & List	840.63	756.57	0.00	840.63	100	0.00	84.06
Commercial Field Review	8,145.20	7,330.68	0.00	8,145.20	100	0.00	814.52
Digital Imaging	658.28	592.45	0.00	658.28	100	0.00	65.83
Digital Imaging Capture	312.68	281.41	0.00	312.68	100	0.00	31.27
Residential Hearings	11,728.13	0.00	7,388.72	8,209.69	70	3,518.44	820.97
Commercial Hearings	1,609.95	0.00	1,014.27	1,126.97	70	482.99	112.70
Data Entry	21,098.35	15,190.81	949.43	17,933.60	85	3,164.75	1,793.36
Data Entry Printing	4,976.56	3,583.13	447.89	4,478.90	90	497.66	447.89
Project Finalization & Support	6,735.64	0.00	0.00	0.00	0	6,735.64	0.00
Travel & Expense	6,593.40	3,857.14	593.41	4,945.05	75	1,648.35	494.51
Bonding	4,339.81	3,905.83	0.00	4,339.81	100	0.00	433.98
Total:	149,000.00	92,242.08	19,304.32	123,940.44	83	25,059.57	12,394.04



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Fire Department
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 8/11/2022 Date payment required: (ASAP/Next Meeting)

Printed name of person submitting request: Robert M. Buxton

Title of person submitting request: Fire Chief

Deliver payment to: Finance

Signature of person submitting request: *Robert M. Buxton*

Signature of Finance Director: _____

Submitted pursuant to:

- Action as agent to expend.
- Warrant article approved at town/school district annual or special meeting.
- This request is for only a portion of the amount authorized by the article
- This request is for the total amount authorized by the article in question or represents the final payment in a series.
- Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$659,000.00
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: Communications Equipment and Infrastructure CRF

Date and warrant article number which authorizes this request: _____

Or
 Date and minutes of meeting by boards and trustees authorizing withdrawal: 11/12/2019
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.

emergencies and to also keep that equipment secure so it is not going to be an issue for any of the occupants in the vehicle. It is going to be shipped as a 12 passenger van but most likely will be outfitted to be an 8 passenger van. We'll have that option if ever needed to transport 12 people.

Selectman McGrath asked and my first question and if it's not an appropriate question just say so. How often is the SWAT vehicle used? Sergeant Lamarche indicated we use it for every call out. We use it twice a month for our monthly training. The 2008 vehicle we have now has less than 20,000 miles on it. It's very operable. The agency intends on keeping it and using it for another responsibility. If you recall, Officer Emmons did use it as his vehicle to drive to the middle school when he was assigned in that assignment. That was the only time it really got regular mileage. Other than that, it's been garaged most of the time. The use of it, it stays parked most of the time. We use it every time we have training. As part of our monthly standards for CALEA accreditation exercises is to inspect the vehicle for readiness. That's something that we have to make sure the vehicle is going to go and is ready to go, and it's always in a state of readiness so that we're prepared and use it appropriately. Selectman McGrath noted thankfully we don't have to use it all that often. Sergeant Lamarche said no. We're very fortunate.

Selectman McGrath said the other question that I've had and this is based I think on a previous vehicle that we talked about is the bullet proof glass. Is this going to be equipped with any of that? Again if I'm asking inappropriate questions...Sergeant Lamarche said it's not an inappropriate question, it's a great question. That vehicle is not going to be outfitted to be a bullet resistant vehicle. We do currently have the bear cat on the team that's housed in Derry and we do have access with our relationship with other teams. If we need more than one bear cat or an armored personnel carrier, we'll have access to that. The intention of this vehicle is to transport all the Hudson members. There have been times in the past where our van was utilized for special details up at the airport for dignitary protection. It's a covert van. It's not going to be marked up. They're not going to realize it's a SWAT van until you see the members pouring out of it at a call.

Selectman Martin asked can I drive it. Chief Avery said most certainly.

The only thing Chief Avery added is that again the van will be purchased by not with tax dollars. This will be purchased from drug forfeiture money that we have in our account and it will be outfitted with drug forfeiture money. As you know, the Southern NH Regional SWAT Team will be partaking and does partake in drug raids quite often. So we will be utilizing the funds out of that account. The other van will be used in our Detective Division.

Chairman Morin asked if there were any further questions. Seeing none.

Motion by Selectman Coutu, seconded by Selectman McGrath, to waive the bid process and approve the purchase of a 2020 Transit Wagon from Colonial Ford in the amount of \$40,220.25 with funds to come from the Police Forfeiture Fund to replace the SWAT van, carried 5-0.

H. Phase 1 of the Town-Wide Radio System Upgrade

Chairman Morin recognized Fire Chief Robert Buxton and Police Chief Bill Avery.

Good evening Mr. Chairman and members of the Board. Chief Buxton indicated tonight before you is the costing for the Phase I of the radio process program that we had been working with the Board on for the last six months or so. Phase I comes in at a total of \$659,000 which is actually under budget currently. That is less than the total amount in the Capital Reserve Fund. We're looking to secure funding for \$659,000. That will cover the consoles, the consolets which are backups, the desk sets, and the channel gateways which basically merges the frequencies back



and forth. We're looking to get that accomplished. This is a sole source project. What does that mean? That means that we're buying from Motorola directly. There's no third party vendor in the middle. So we're asking you to waive the bid process also.

Chairman Morin asked if there were any questions for the Chiefs. Seeing none.

Motion by Selectman Martin, seconded by Selectman McGrath, to waive Chapter 98-7 Bidding Procedure of the Hudson Town Code for the purpose of completing phase 1 of the town of Hudson Radio Communication System upgrade, carried 5-0.

Motion by Selectman Martin, seconded by Selectman McGrath, to authorize the Town of Hudson Fire Department to award the purchase phase 1 of the Town of Hudson Radio System upgrade to Motorola Solutions with funding to be taken from the Communications Equipment and Infrastructure Capital Reserve Fund in an amount of \$659,000, carried 5-0.

Before you leave, Selectman McGrath mentioned to both Chiefs in case you haven't seen this. In the south end of town - and I've been driving by this sign for the last several weeks - at the New Life Christian Church on Lowell Road. They had a sign up there for approximately two weeks praying for the police officers. This week it's prayers for the firefighters. So I thought you both should know that.

I. Rivier University Student Intern Sponsorship

Chairman Morin recognized Fire Chief Robert Buxton.

Chief Buxton explained Mr. Chairman and members of the Board, we've been approached by Rivier University out of Nashua to see if we'd have interest in hosting an intern this spring. The student's major is public health and homeland security. Approximately 175 hours of voluntary internship work so there's no costing to us. They would work within the Operational Division and be managed by Deputy Chief Tice. Incident management mitigation and emergency management along with working on a Capstone topic regarding cancer prevention within the fire service. So again 175 hours of labor, 14 hours a week at no cost to us so we bring this program forward for consideration.

Selectman Coutu asked are we going to have that person vetted before we bring him in. Chief Buxton asked what do you mean vetted by background check. Yes there will be a background check on that.

Motion by Selectman Martin, seconded by Selectman McGrath, to sponsor a Rivier University volunteer student internship with the Hudson Fire Department starting in January 2020, carried 5-0.

K. Sustainability Committee - Warrant Article Proposal (Energy Efficiency Capital Reserve Fund)

Chairman Morin recognized Sustainability Committee Chairman Linda Kipnes. Good evening.

Good evening. Linda Kipnes stated I'm proposing this warrant article as a way to hopefully get some money to do some energy projects. This is not a specific project but would be a start to a fund for any department who wanted to do some energy efficiency in their building.

Run: 8/11/22
11:32AM

Status of PO Number CAP20000

Town of Hudson, NH

Vendor No: M01902 - Vendor Name: Motorola Solutions, Inc.

Page: 1
User: elariviere
Report_POStatus

Vendor Item	Date	Status	Account No.	Qty	Price	Amount
Chief Buxton	11/13/2019	C	01-4902-6089-000-000	1.0000	659,000.0000	659,000.00
Posting Year: 2020						
Received						
	12/10/2019		Inv No: 41278613	1.0000	164,750.0000	164,750.00
	4/24/2020		Inv No: 41284637	1.0000	395,400.0000	395,400.00
	9/04/2020		Inv No: 41290673	1.0000	65,900.0000	65,900.00
	12/28/2020		Inv No: 41296160	1.0000	32,950.0000	32,950.00
Total Received:						659,000.00
Line Changes						
Reverse Completion: 9/29/2020						32,950.00
<hr/>						
	<u>Void Amount</u>		<u>Complete Amount</u>		<u>Receive Amount</u>	<u>PO Amount</u>
	0.00		0.00		659,000.00	659,000.00



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Fire Department
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other) *Next Mtg.*

Date request submitted: 5/4/2021 10/25/22 JMB Date payment required: Before June 30, 2021

Printed name of person submitting request: Robert M. Buxton

Title of person submitting request: Fire Chief

Deliver payment to: Finance

Signature of person submitting request: *Robert M. Buxton*

Signature of Finance Director: *L. Labrie*

Submitted pursuant to: ** Fire Truck was finally ac'd 10/20/22*

- Action as agent to expend.
- Warrant article approved at town/school district annual or special meeting.
- This request is for only a portion of the amount authorized by the article
- This request is for the total amount authorized by the article in question or represents the final payment in a series.

Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$170,000
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: Fire Department Fire Apparatus Capital Reserve Fund

Date and warrant article number which authorizes this request: 3/10/2020 - Warrant Article 15

Or
 Date and minutes of meeting by boards and trustees authorizing withdrawal: _____
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.

orig. to Trustees 12/1/22



TOWN OF HUDSON

Finance Department



Agenda
4-27-21

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

To: Board of Selectmen
From: Lisa Labric, Finance Director *LL*
Date: April 22, 2021
Subject: Fire – New Squad Vehicle Purchase

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

Recommendation:

I agree with Chief Buxton to bypass the formal bid process. With the intention of maintaining the original chassis to be moved to a support vehicle, the original manufacturer (Alexis) should be used for both new and refurbishment vehicles.

Funding: The expenditure is to be funded thru the Fire Apparatus Capital Reserve Fund set up for this purpose. As of March 31, 2021, there was \$256,492 in this account. With the passing of Warrant article 15, Voters expressed their approval to use \$170,000 of this fund to purchase the truck.

Motion:

To waive the competitive bidding requirements as outlined in Town Code 98-7 and to purchase a 2020 Squad Vehicle from Alexis Fire Equipment at the price of \$170,000 as recommended by the Fire Chief and Finance Director. The truck is to be funded through the Capital Reserve Fund.

Cc: Robert Buxton, Fire Chief

Selectman McGrath made a motion, seconded by Selectman Roy to waive the competitive bidding requirements as outlined in Town Code 98-7 and to purchase a 2020 Squad Vehicle from Alexis Fire Apparatus at the price of \$170,000 as recommended by the Fire Chief and Finance Director. The truck is to be funded through the Capital Reserve Fund. Carried 5-0

Selectman Roy made a motion, seconded by Selectman McGrath to authorize the Fire Chief to purchase the new Squad vehicle through Alexis Fire Apparatus for a cost of \$170,000. Carried 5-0

3) Selectman McGrath made a motion, seconded by Selectman Gagnon to hire Cindy Holton as the Hudson Recreation Department Women's League Softball Coordinator for the fee of \$600.00. Carried 5-0.

4) Selectman McGrath made a motion, seconded by Selectman Roy to hire David Foreman as the Hudson Recreation Department Men's League Softball Coordinator for the fee of \$600.00. Carried 5-0.

5) Selectman McGrath made a motion, seconded by Selectman Morin to hire Melina Shea for the position of Assistant Town Clerk/Tax Collector, at a rate of \$17.50 per hour, effective April 19, 2021. Carried 5-0.

6) Selectman Roy made a motion, seconded by Selectman McGrath to seal the nonpublic minutes of the April 13, 2021 meeting. Carried 5-0.


7) Motion to adjourn at 10:15 p.m. by Selectman Gagnon, seconded by Selectman Roy. Carried 5-0.

B. Request to Reconsider Green Meadow Golf Course Sewer Allocation

This was deferred to the May 11, 2021 Board of Selectmen meeting agenda due to Covid-19

8. NEW BUSINESS

A. Bracket Lane Water Line Extension - this item was deferred to the 5/11/21 meeting due to Covid-19.

 B. HFD - Squad Replacement

Chairman Coutu recognized Fire Chief, Rob Buxton. Chief Buxton said, Good evening, Mr. Chairman. Members of the Board this evening, we're here to work through the process of awarding the warrant article that was put forward in March of 2020. This will be to purchase a new squad chassis for a value of \$170,000 to have the body put on the new chassis for that truck. The money for this project will be removed from the capital reserve fund for fire apparatus. It was approved by the voters at the March 10th meeting. And we've work through the process, through Covid doing the engineering portion and the scope and the review, because it's not just as simple as taking one piece off and putting another piece on. Right. So we had to work through those pieces and we were delayed three times because of Covid outbreaks. So we're a bit behind in awarding this, we would like to once again work with Alexis Fire Apparatus, who was the original manufacturer of this piece of apparatus, and that would be remounting the body portion of the truck and the new chassis and adding and inspecting the entire body prior to returning it to us. If you remember, seven years ago, we put the rapid response vehicle in place. And as of today, that vehicle is actually responded to 7,835 five calls in the community. So we're certainly getting our money's worth out of that. This money will come out of the capital reserve fund. The Finance Director has provided you with a letter of support for our request to use source spending through Alexis Fire Apparatus. So I'm asking for your support this evening to waive the bidding process and then authorize the new vehicle purchase.

Selectman Gagnon was recognized and said, quick question for you, Chief. For my own knowledge, being a kind of self-taught mechanic, what's the price of a brand new vehicle? So you're talking here about taking the body and putting on our new chassis. There's savings, of course. Chief Buxton replied, Yeah, the estimated cost, because we did the cost comparison was \$300,000 for the new squad vehicle. And when the original plan was put in place, which we had adopted, was a 10 year lifespan on the body itself. So at the five year period, we would purchase a new chassis, put the original body on it to achieve those cost savings. So we're in that process right now.

Seeing no further questions for the Chief, the Chairman said, I'll entertain a *motion to waive the competitive bidding requirements as outlined in town code 98-7, and to purchase a squad vehicle from Alexis Fire Equipment at the price of \$170,000, as recommended by the Fire Chief and Finance Director. The truck is to be funded through the Capital Reserve Fund. A motion made by Selectman McGrath, second by Selectman Roy discussion. Carried 5-0.*

Chief Buxton said, Mr. Chairman, there was two motions for that vehicle unless you pulled them into one. I think the second to award that to Alexis Fire Apparatus.

The Chairman said, I'll entertain *a motion to authorize the Fire Chief to allow the Fire Chief to purchase the new squad vehicle through Alexis Fire Apparatus for the cost of \$170,000. Selectman Roy made this motion, seconded by Selectman McGrath. Carried 5-0.*

C. HFD - Refurbishment

Chief Buxton was again recognized and explained, So the second project this evening is to buy a brush unit module and have that installed on top of the old chassis that is coming from the squad. The plan was to get into a rotation of our medium size fleet and not buy new pickup trucks to utilize this brush trucks. So we are looking to utilize capital reserve money again this year for refurbishment and repair. It was created in 2008. Currently, there is a balance of \$209,474. Then we're requesting to remove \$139,781. So the unit would be refurbished if we wish and we will continue to move forward with our medium size fleet replacement program and the current skid that is in our brush unit would be made available for Public Works. So the Director of Public Works and I, he would take our old skid unit and put that into play. I believe the plan was to use it at the landfill. So we're certainly look forward to giving that to him to utilize and move forward. So once again, we'll look into while the truck is out in Illinois having the work done to it, it makes sense to have the new module put on top of it there and move forward that project. The Finance Director agrees with us and has made a recommendation to again waive the bidding process and award the contract to Alexis Fire apparatus. The Chairman asked and we purchased that originally from Alexis, right? Chief Buxton responded, We purchased originally. Yes. Chairman Coutu said, Ok, all right. Any questions from the Board seeing none, I entertain *a motion to waive the competitive bidding requirements as outlined in Town code 98-7 and to refurbish a squad vehicle with the work to be done by Alexis Fire Equipment and a price of 139,781 as recommended by the Fire Chief and Finance Director. The restoration of the squad vehicles to be funded through the fire apparatus refurbish capital reserve fund Selectman Roy made this motion, seconded by Selectman Gagnon. Carried 5-0.*

Chairman Coutu then said, before you leave, Chief, I have two things. Number one, could you give us an overview so the public would know what your department went through this weekend?

Chief Buxton replied, Will do. OK, so the state of New Hampshire has been operating underneath the red flag warning since approximately the middle of last week. And that is a forestry term that basically signifies the high risk for brushfires in the area. Starting on Saturday, the Town of Hudson started responding to multiple, multiple mutual aid requests for a response, four brush units to assist other

Vendor: A00730-Alexis Fire Equipment Company

Payee: Alexis Fire Equipment Company

Check Date: 2/25/2022

Check Number: 01074386

Invoice Number	PO Number	Date	Description	Amount	Discount
RE677F-IN		2/18/2022	Brush Unit Refurb T40	\$139,781.00	
RE677F-IN.		2/18/2022	T40 repairs change order C	\$5,817.00	
RE677F-IN..		2/18/2022	T40 repairs change order A	\$1,050.00	
SK877F-IN		2/18/2022	T47 Change order A	\$5,156.00	
SK877F-IN.		1/28/2022	T47 Change order B	\$596.00	
SK877F-IN..		2/18/2022	New squad vehicle T47	\$119,096.00	

Subtotal: \$271,496.00 \$0.00
Check Total: \$271,496.00 ✓



PURCHASE ORDER

(Pending Posting Process)

[Handwritten scribble]

TO: Alexis Fire Equipment Company
109 East Broadway
Alexis, IL 61412

PO No: **CAP21000**
Date: 5/04/2021
Dept. Of: Machinery, Vehicles & Equipmnt
Job No:
Ship Via: Standard Shipping
Terms: Standard Terms
Comment: Warrant Article 15 - Approved
3/10/2020

Contact:
Vendor ID: A00730 (978) 790-0246
1099 Eligible: No

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

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

Attention:

Requested By: elariviere

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Chief Buxton	New Squad Vehicle Purchase	1.0000	170,000.0000	170,000.00
Debit Account No: 01-4902-6200-000-000		Desc: Fire Squad Vehicle		
Approved by BOS on 4/27/2021 with funding from the Fire Apparatus CRF.				
Total				170,000.00

[Handwritten signature and notes over table total]

5/4/21 Partial payment regarding purchase of new Squad down payment of \$50,904 - made this date

*2/23/22
Please do NOT mail check. Please return to Chief Buxton
Thank you*

[Signature]
Department Head

[Signature]
Board of Selectmen

[Signature]
Finance Director

[Signature]
Board of Selectmen

Town Administrator

[Signature]
Board of Selectmen

[Signature]
Chairman, Board of Selectmen

ALEXIS

INVOICE

ALEXIS FIRE EQUIPMENT CO.
109 EAST BROADWAY
ALEXIS, IL 61412
(309) 482-6121

INVOICE NUMBER: SK877F-IN ✓
INVOICE DATE: 2/18/2022
TAX SCHEDULE: NONTAX
JOB NUMBER: SK877

TOWN OF HUDSON FIRE DEPT
39 FERRY STREET
HUDSON, NH 03051

CUSTOMER NUMBER: HU11
CUSTOMER P.O.:

CONTACT:

TERMS: C.O.D.

ITEM CODE	DESCRIPTION	UM	QUANTITY	PRICE	AMOUNT
MISC	RESCUE SQUAD REMOUNT		1.000	170,000.000	170,000.00
MISC	CHASSIS PAYMENT		1.000	50,904.000	50,904.00
	CK#1071185				
MISC	CHANGE ORDER A		1.000	5,156.000	5,156.00
MISC	CHANGE ORDER B		1.000	596.000	596.00

✓ 119,096

THANK YOU FOR CHOOSING ALEXIS FIRE EQUIP.

NET INVOICE:	124,848.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL	124,848.00

DRIVEN TO SERVE.

✓ (P)



PURCHASE ORDER

(Pending Posting Process)

PO No: **CAP21000**
 Date: 5/04/2021
 Dept. Of: Machinery, Vehicles & Equipmnt
 Job No:
 Ship Via: Standard Shipping
 Terms: Standard Terms
 Comment: Warrant Article 15 - Approved 3/10/2020

TO Alexis Fire Equipment Company
 109 East Broadway
 Alexis, IL 61412

Contact:
 Vendor ID: A00730 (978) 790-0246
 1099 Eligible: No

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

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

Attention:

Requested By: elariviere

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Chief Buxton	New Squad Vehicle Purchase	1.0000	170,000.0000	170,000.00

Debit Account No: 01-4902-6200-000-000 Desc: Fire Squad Vehicle
 Approved by BOS on 4/27/2021 with funding from the Fire Apparatus CRF.

Total 170,000.00

Vendor: A00730-Alexis Fire Equipment Company

Payee: Alexis Fire Equipment Company

Check Date: 5/05/2021

Check Number: 01071185

Invoice Number	PO Number	Date	Description	Amount	Discount
SK877CH-IN		4/28/2021	Vehicle Purchase <i>Chassis Payment</i>	\$50,904.00	

Subtotal: \$50,904.00 \$0.00
 Check Total: \$50,904.00 ✓

ALEXIS INVOICE

ALEXIS FIRE EQUIPMENT CO.
109 EAST BROADWAY
ALEXIS, IL 61412
(309) 482-6121

INVOICE NUMBER: SK877CH-IN
INVOICE DATE: 4/28/2021
TAX SCHEDULE: NONTAX
JOB NUMBER: SK877 *F-10*

TOWN OF HUDSON FIRE DEPT
39 FERRY STREET
HUDSON, NH 03051

CUSTOMER NUMBER: HULL
CUSTOMER P.O.: *CAPB1000*

CONTACT:

TERMS: NET 10 DAYS

ITEM CODE	DESCRIPTION	UM	QUANTITY	PRICE	AMOUNT
MISC	FORD CHASSIS		1.000	50,904.000	50,904.00
	<i>(VIN: 1FDUF5HTXLDA13200 T47</i>				

THANK YOU FOR CHOOSING ALEXIS FIRE EQUIP.

DRIVEN TO SERVE

NET INVOICE:	50,904.00
FREIGHT:	0.00
SALES TAX:	0.00
INVOICE TOTAL:	<i>50,904.00</i>



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Hudson Police Department Via Selectman
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 10/28/22 Date payment required: When available

Printed name of person submitting request: Tad Dionne

Title of person submitting request: Chief of Police

Deliver payment to: Finance

Signature of person submitting request: *Tad Dionne*

Signature of Finance Director: *L. Labrie*

Submitted pursuant to:

Action as agent to expend.

Warrant article approved at town/school district annual or special meeting.

This request is for only a portion of the amount authorized by the article

This request is for the total amount authorized by the article in question or represents the final payment in a series.

Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$69,953.44
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: Police Safety Equipment Capital Reserve Fund

Date and warrant article number which authorizes this request: 3/9/21 Article #18

Or
 Date and minutes of meeting by boards and trustees authorizing withdrawal: _____
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.

ADIA. In the name of the town.



PURCHASE ORDER

(Pending Posting Process)

PO No: **POL23157**

Date: 10/25/2022

Dept. Of: Public Safety, Police

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment:

TO: Utility Associates, Inc.
250 E. Ponce de Leon Ave
Suite 700
Decatur, GA 30030

Contact:
Vendor ID: U01104
1099 Eligible: No

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

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

Attention:

Requested By: skimball

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
#41481	BodyWorn Cameras & Vehicle Comm. System	1.0000	69,953.4400	69,953.44
Debit Account No: 01-4210-5630-403-000		Desc: Police Patrol, Small Equipment		
Payment 3 of 5 payments				

Total 69,953.44

Safety Equipment
Reimburse from ↑ Capital Reserve Fund

Department Head

Board of Selectmen

Finance Director

Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen



UTILITY.

Invoice

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Date 10/24/2022
Invoice# 41481
Customer Hudson NH Police
Terms Net 60
Due Date 12/23/2022
PO # Signed SA Attached - Hudson NH PD
Sales Rep Watson, John
Created From Sales Order #21182
Ship Date 11/16/2021

Bill To
 Sherrie Kimball
 Chief William Avery
 Hudson NH Police Department
 wavery@hudsonnh.gov

Ship To
 Hudson NH Police Department
 1 Constitution Drive
 Hudson NH 03051

POL23157

Item	Description	Qty Ordered	Rate	Contract Amount	Due Now
BWC-S-4005	AVail Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT Communications - 5 Years	15	\$8,855.00	\$132,825.00	\$25,191.66
BW-S-4005	AVail Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years	36	\$6,160.00	\$221,760.00	\$42,059.12
CAD-I-4001	CAD Integration	1	\$15,000.00	\$15,000.00	\$2,844.91
DISCOUNT	Discount with Multi-Year Agreement	1	\$(750.00)	\$(750.00)	\$(142.25)

For inquiries, please use the following contact info:
 ~New Orders - orders@utility.com
 ~Existing Orders - insidesales@utility.com
 ~Accounting - accounting@utility.com
 Any other questions may be directed to
 404-816-0300

ABA# 031207607
 PNC Bank, N.A.
 East Brunswick, NJ 08816
 SWIFT Code PNCCUS33
 Account Information:
 Utility Associates, Inc.
 Account# 8026405918

Total	\$69,953.44
Amount Due	\$69,953.44



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Hudson Police Department Via Selectman
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 10/28/22 Date payment required: When available

Printed name of person submitting request: Tad Dionne

Title of person submitting request: Chief of Police

Deliver payment to: Finance

Signature of person submitting request: 

Signature of Finance Director: S. Rabbin

Submitted pursuant to:

- Action as agent to expend.
- Warrant article approved at town/school district annual or special meeting.
- This request is for only a portion of the amount authorized by the article
- This request is for the total amount authorized by the article in question or represents the final payment in a series.
- Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$35,293.30
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: Police Safety Equipment Capital Reserve Fund

Date and warrant article number which authorizes this request: 3/9/21 Article #18

Or
 Date and minutes of meeting by boards and trustees authorizing withdrawal: _____
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO
 Hudson Police Dept. - NH
 1 Constitution Dr
 Hudson, NH 03051-3986
 USA

Invoice

Invoice ID: INUS099723
 Date: 15-Sep-22
 Page: 1 of 2
 Sales Order: SUS0041733,
 Requisition: Q327838
 Your Ref: Net 30 days
 Our Ref: 115458
 Payment: FCA
 Invoice Account:
 Terms of Delivery:

RECEIVED
 SEP 19 2022
 BY:

SHIP TO
 Hudson Police Dept. - NH
 1 Constitution Dr
 Hudson, NH 03051-3986
 USA

Pol23129

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
1	T7Cert	2021 Taser 7 Certification Bundle	55.00		35,293.30

(Handwritten mark)

Sales Amount	35,293.30
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	35,293.30
Amount Received	0.00
BALANCE DUE	USD 35,293.30

Payment Due 15-Oct-22

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS099722	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS099722	Reference No INUS099722	Phoenix AZ 85034
					Reference No INUS099722

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO
 Hudson Police Dept. - NH
 1 Constitution Dr
 Hudson, NH 03051-3986
 USA

Invoice

Invoice ID: INUS099722
 Date: 15-Sep-22
 Page: 2 of 2
 Sales Order: SUS0041733,
 Requisition:
 Your Ref: Q327838
 Our Ref:
 Payment: Net 30 days
 Invoice Account: 115458
 Terms of Delivery: FCA

SHIP TO
 Hudson Police Dept. - NH
 1 Constitution Dr
 Hudson, NH 03051-3986
 USA

***Tax Note**

Ship-to-address Legend*

- 1 Hudson Police Dept - NH
 1 Constitution Dr
 Hudson, NH 03051-3986
 USA

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS099722	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS099722	Reference No INUS099722	Phoenix AZ 85034
					Reference No INUS099722

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Lisa Labrie Finance
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 12/1/22 Date payment required: _____ Next Meeting

Printed name of person submitting request: Lisa Labrie

Title of person submitting request: Finance Director

Deliver payment to: Finance

Signature of person submitting request: L. Labrie

Signature of Finance Director: L. Labrie

Submitted pursuant to:

- Action as agent to expend.
- Warrant article approved at town/school district annual or special meeting.
- This request is for only a portion of the amount authorized by the article
- This request is for the total amount authorized by the article in question or represents the final payment in a series.
- Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$391,960
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: Vaccon Truck Capital Reserve Fund

Date and warrant article number which authorizes this request: _____
 Or


Date and minutes of meeting by boards and trustees authorizing withdrawal: 4/13/21 BOS Mtg. Minutes
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.

orig. to Trustees 12/1/22

would be implemented. So my hope tonight is to receive the Board's approval and be able to proceed with the 2021 one adult men and adult women in softball season. Selectman Morin asked, with all the sports starting up, how are we enforcing the Covid-19 policies? Ms. Peterson replied, I would like to hire softball field supervisors for both the men's and women's league. I've also put in there that I will be in contact with all of the coaches. I will do a Zoom meeting with them. They'll be made to understand that they are responsible for their teams to make sure that everything is compliant with it as well as the umpires. So I've already actually spoken to some of them remain for. Selectman Morin asked, what about the audience? Ms. Peterson answered, Spectators as well? Yep, they absolutely. Everything will be blasted out and everybody will be made, you know, very clear on the safety protocols. And they'll be made to understand that if they're not unfortunately, you know, the league will suffer. We take health and safety of everybody is top priority. Seeing no further questions, Selectman Gagnon made a motion, seconded by Selectman Morin to approve the 2-21 Spring Adult Men's and Adult Women's Softball Leagues. Carried 5-0.

C. DPW - Vector Truck Purchase



Chairman Coutu recognized DPW Director, Jess Forrence. Mr. Forrence explained, I'm sorry. It's a thick packet. It was. There's a lot of work behind it. And I'd like to thank Jim Lavaca for the time he put into this and all the leg twisting he did to increase the trade in value. If I remember a couple of years ago when I came back and there was very little trade. And one thing good about the cold weather slowed everything down and people were looking for machines so that that brought its value up quite a bit. So Jim did a great job putting that together. Public Works receives quotes from the back on and back to our companies for the replacement of the 2009 machine we have now. We went through a lot of different government agencies. We usually use the Sourcewell, go through there. Talking with the Fire Chief and Police Chief, he said try the Greater Boston. And we did that and we were pleasantly surprised on what we find on that thing. So as a station here, I would like to go forward with the purchase of a vector in the amount of \$405,000. And if you all read your package, you see that the funds are readily available. Selectman McGrath made a motion, seconded by Selectman Gagnon to waive the competitive bidding requirements as outlined in Town Code 98-1(C) and to purchase a 2022 Vector truck from Vector Industries at the price of \$392,079 as recommended by the Public Works Director and Finance Director. The truck is to be funded through the Capital Reserve Fund. Carried 5-0.

D. FY22 Default Budget

The Chairman said the voters have done something that they don't do too often. They denied our budget request and now we have to fall back to the default budget. And I believe you are going to address this issue this evening. The Town Administrator said, you are correct, sir, as you're well aware of the budget, the general fund operating budget did not pass the sewer and the water, which was separate because it did pass. So they are not in consideration here. We're only talking about the general fund, which includes the library. So that's part of this discussion. As you're well aware, the default operating budget is thirty million four hundred seventy nine thousand one hundred forty three dollars, which is seven hundred seventy three thousand six hundred twenty one dollars less than the proposed operating budget that was on the ballot last time this happened. In fiscal 2015, department heads got together and reviewed their operations and what they could and couldn't do. We basically did that this time. We had to do it on obviously some types of calls. We couldn't meet in person and departments reviewed their budgets and we prepared a list of items that were going to try to accomplish with the reduced budget. We have to move money around, transfer things, use capital reserve funds, and in some cases, we're not gonna be able to do things. We just can't simply manufacture money. There's a couple of projects on this list. And I think if I turn your attention to page seven, you'll see the list that I'm speaking about as you go down the left hand column, the numbers, that's the default reduction. That's the amount of money that basically is coming out of the

Vendor: A0199-ATG Manchester LLC

Payee: ATG Manchester LLC

Check Date: 11/19/2021

Check Number: 01073392

Invoice Number	PO Number	Date	Description	Amount	Discount
V601000031		11/17/2021	Vactor Truck Purchase	\$391,960.00	

Subtotal:	\$391,960.00	\$0.00
Check Total:		\$391,960.00 ✓



PURCHASE ORDER

(Pending Posting Process)

PO No: **SWR22054**

Date: 11/10/2021

Dept. Of: Sanitation, Sewage

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment:

TO: ATG Manchester LLC
222 Frontage Road
Manchester, NH 03103

Contact: Jim Lagana
Vendor ID: A0199 (603) 421-9000
1099 Eligible: Yes

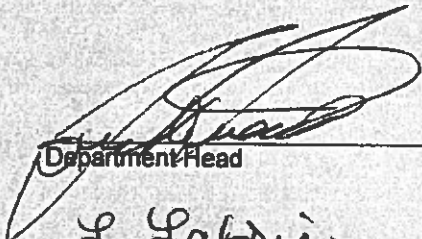
BILL TO: Town of Hudson, NH
2 Constitution Drive
Hudson, NH 03051-4249


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

Attention:

Requested By: cbeaulieu

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	Vactor truck purchase	1.0000	391,960.0000	391,960.00
Debit Account No: 02-4326-6086-000-000		Desc: Vaccon Truck Purchase		
			Total	391,960.00


Department Head


Finance Director



Town Administrator

Chairman, Board of Selectmen


Board of Selectmen

Board of Selectmen


Board of Selectmen





ATG Manchester, LLC

222 Frontage Road
 Manchester, NH 03103
 (603) 421-9000: Parts - 1; Service - 2; Sales - 3
 Fax: (603) 432-4701

ManchesterSales@AdvantageTruckNE.com

Seven Convenient Locations or Online at AdvantageTruckNE.com

MA: Raynham, Shrewsbury & Westfield NH: Lebanon, Manchester & Seabrook VT: Westminster

CUSTOMER
 HUDSON HWY DEPT, TOWN OF
 2 CONSTITUTION DR
 HUDSON, NH 03051

COPY

SALES INVOICE: V601000031

ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
SOLD	11/17/2021	11/17/2021	Charlie	SWR22054

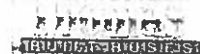
YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	PRICE
2022 - FREIGHTLINER - 114SD	3ALHG3FFXNDNK3516	
	Vehicle - Price	436,960.00

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	PRICE
2010 - INTERNATIONAL - 7000	1HTWPAZT0AJ287203	
	Trade - Allowance	45,000.00

100090

SALES PRICE	\$436,960.00
FEDERAL EXCISE TAX	+ \$0.00
STATE TAX	+ \$0.00
TOTAL PRICE	= \$436,960.00
LESS TRADE IN	- \$45,000.00
LESS DOWNPAYMENT	- \$0.00
UNPAID BALANCE	= \$391,960.00 ✓

Please Remit Payment to:
 ATG Manchester, LLC
 Attn: Truck Sales
 222 Frontage Road
 Manchester, NH 03103



Agenda
12-13-22

8H

Town of Hudson

Revenues and Expenditures

Through November 30, 2022

Stew

Town of Hudson, NH										
Appropriations and Revenue Summary										
Month Ending: As of November 30, 2022										
State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	General Fund									
4199	5020	Trustees of Trust Funds	2,875	0	59	2,934	949	0	1,985	32%
4195	5025	Cemetery Trustees	1,250	0	0	1,250	0	0	1,250	0%
4140	5030	Town Clerk/Tax Collector	410,019	0	319	410,338	162,810	11,959	235,569	43%
4140	5041	Moderator	30,045	17,000	0	47,045	36,217	0	10,828	77%
4140	5042	Supervisors of The Checklist	6,286	3,851	0	10,137	4,745	0	5,392	47%
4199	5050	Town Treasurer	8,074	0	0	8,074	3,364	0	4,710	42%
4199	5055	Sustainability Committee	1,300	0	0	1,300	452	0	848	35%
4520	5063	Benson Park Committee	1,100	0	0	1,100	34	0	1,066	3%
4199	5070	Municipal Budget Committee	800	0	0	800	0	0	800	0%
4140	5077	IT - Town Officers	4,170	0	0	4,170	0	0	4,170	0%
4199	5080	Ethics Committee	100	0	0	100	0	0	100	0%
		Town Officers	466,019	20,851	378	487,248	208,571	11,959	266,717	45%
4130	5110	Board of Selectmen/Administrat	391,769	0	9,037	400,806	144,268	45	256,493	36%
4194	5115	Oakwood	2,275	0	0	2,275	1,493	0	782	66%
4194	5120	Town Hall Operations	97,324	0	2,800	100,124	42,727	123	57,274	43%
4442	5151	Town Poor	80,000	0	(15,000)	65,000	9,175	0	55,825	14%
4130	5177	IT - Town Administration	800	0	0	800	0	719	81	90%
		Administration	572,168	0	(3,163)	569,005	197,663	887	370,455	35%
4153	5200	Legal	136,560	3,750	0	140,310	29,102	46,952	64,256	54%
4150	5310	Finance Administration	204,957	0	(4,109)	200,848	83,092	9,506	108,251	46%
4150	5320	Accounting	306,966	0	7,576	314,542	125,673	1,272	187,597	40%
4150	5377	IT - Finance	2,250	320	0	2,570	385	111	2,074	19%
		Finance	514,173	320	3,467	517,960	209,150	10,888	297,922	42%
4150	5330	Information Technology	748,638	7,274	0	755,912	307,228	4,739	443,944	41%
		Information Technology	748,638	7,274	0	755,912	307,228	4,739	443,944	41%
4152	5410	Assessing Department	475,265	114,821	(2,945)	587,141	197,973	60,485	328,683	44%
4152	5477	IT- Assessing	14,650	0	(5,325)	9,325	0	0	9,325	0%
		Assessing	489,915	114,821	(8,270)	596,466	197,973	60,485	338,008	43%
4312	5515	Public Works Facility	59,903	0	10,146	70,049	40,061	6,743	23,245	67%
4312	5551	Public Works Administration	296,458	0	4,818	301,276	130,744	0	170,532	43%
4312	5552	Streets	3,216,180	0	467,498	3,683,678	2,093,443	426,716	1,163,519	68%
4312	5553	Equipment Maintenance	506,133	0	0	506,133	237,986	10,331	257,816	49%
4312	5554	Drainage	697,327	0	0	697,327	278,243	1,186	417,898	40%
4522	5556	Parks Division	239,836	0	45,610	285,446	131,077	2,946	151,423	47%
4312	5577	IT - Public Works	4,290	0	0	4,290	1,941	144	2,205	49%
		Public Works	5,020,127	0	528,072	5,548,199	2,913,496	448,066	2,186,637	61%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: As of November 30, 2022

State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4191	5277	IT - LUD	6,300	0	0	6,300	326	169	5,805	8%
4191	5571	LUD - Planning	261,433	6,575	25,628	293,636	121,287	2,828	169,521	42%
4191	5572	LUD - Planning Board	8,350	0	0	8,350	106	0	8,244	1%
4191	5581	LUD - Zoning	218,863	0	2,677	221,540	84,671	673	136,196	39%
4191	5583	LUD - Zoning Board of Adj	16,500	0	0	16,500	5,589	8,639	2,272	86%
4311	5585	LUD - Engineering	419,252	5,420	1,544	426,216	162,428	7,315	256,472	40%
		Land Use	930,698	11,995	29,849	972,542	374,408	19,624	578,510	41%
4210	5610	Police Administration	354,001	80	732	354,813	112,558	11,992	230,263	35%
4210	5615	Police Facility Operations	287,854	916	3,524	292,294	99,977	31,535	160,783	45%
4210	5620	Police Communications	827,190	0	0	827,190	344,852	201	482,137	42%
4210	5630	Police Patrol	7,285,316	36,019	0	7,321,335	2,981,051	108,249	4,232,036	42%
4210	5640	Investigations	14,420	0	1,149	15,569	2,683	3,691	9,195	41%
4414	5650	Animal Control	133,559	0	0	133,559	49,823	1,143	82,593	38%
4210	5660	Information Services	194,189	0	0	194,189	73,390	6	120,794	38%
4210	5671	Support Services	88,023	695	19,032	107,750	55,689	2,552	49,509	54%
4210	5672	Crossing Guards	58,755	0	0	58,755	17,044	0	41,711	29%
4210	5673	Prosecutor	376,297	0	0	376,297	95,124	1,320	279,853	26%
4210	5677	IT - Police	93,629	3,637	0	97,266	57,265	7,251	32,750	66%
		Police	9,713,233	41,348	24,437	9,779,017	3,889,455	167,940	5,721,623	41%
4220	5710	Fire Administration	782,246	0	13,139	795,385	280,581	23,554	491,250	38%
4220	5715	Fire Facilities	142,009	0	0	142,009	61,431	26,402	54,176	62%
4220	5720	Fire Communications	432,845	91,278	(55)	524,068	186,472	73,474	264,123	50%
4220	5730	Fire Suppression	6,049,329	70,868	3,474	6,123,671	2,670,527	59,909	3,393,236	45%
4220	5740	Fire Inspectional Services	508,051	0	26,838	534,889	176,483	2,882	355,524	34%
4220	5765	Fire Alarm	3,746	0	0	3,746	190	68	3,488	7%
4220	5770	Emergency Management	86,368	22,000	0	108,368	28,303	0	80,065	26%
4220	5777	IT - Fire	36,506	2,425	0	38,931	21,214	2,258	15,458	60%
		Fire	8,041,100	186,571	43,396	8,271,067	3,425,202	188,546	4,657,319	44%
4520	5810	Recreation Administration	178,081	0	0	178,081	53,784	1,043	123,254	31%
4520	5814	Recreation Facilities	66,122	0	0	66,122	30,400	594	35,128	47%
4520	5821	Supervised Play	120,063	0	0	120,063	87,179	0	32,884	73%
4520	5824	Ballfields	12,242	0	0	12,242	3,940	49	8,253	33%
4520	5825	Tennis	0	0	0	0	0	0	0	0%
4520	5826	Lacrosse	12,366	0	0	12,366	0	0	12,366	0%
4520	5831	Basketball	52,604	0	0	52,604	1,985	3,641	46,978	11%
4520	5834	Soccer	13,314	0	0	13,314	13,168	31	114	99%
4520	5835	Senior Activities Operations	62,629	0	0	62,629	24,122	165	38,342	39%
4520	5836	Teen Dances	1,500	0	0	1,500	240	0	1,260	16%
4520	5839	Community Activities	7,060	0	0	7,060	1,693	0	5,367	24%
4520	5877	IT - Recreation	7,065	0	0	7,065	1,401	1,474	4,190	41%
		Recreation	533,046	0	0	533,046	217,913	6,997	308,136	42%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: As of November 30, 2022

State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4196	5910	Insurance	555,850	0	0	555,850	555,493	0	357	100%
4199	5920	Community Grants	90,484	0	0	90,484	86,649	0	3,835	96%
4583	5930	Patriotic Purposes	5,600	0	0	5,600	4,100	0	1,500	73%
4199	5940	Other Expenses	161,569	9,650	0	171,219	19,058	0	152,161	11%
4220	5960	Hydrant Rental	276,971	0	0	276,971	115,404	0	161,567	42%
4321	5970	Solid Waste Contract	2,095,828	0	0	2,095,828	709,376	1,388,348	(1,896)	100%
		Non-Departmental	3,186,302	9,650	0	3,195,952	1,490,081	1,388,348	317,523	90%
General Fund Appropriation Subtotal			30,351,979	396,580	618,166	31,366,724	13,460,242	2,355,432	15,551,050	50.4%
Warrant Articles										
4194	6013	Generator Replace/Repair	30,000	0	0	30,000	30,000	0	0	100%
4199	6061	Admin & Support Contract	57,781	0	(57,781)	0	0	0	0	0%
4901	6015	Widening Lowell Rd from Wash	0	1,317,930	0	1,317,930	21,916	1,296,014	0	100%
4901	6032	Development of Benson Property	10,000	0	0	10,000	10,000	0	0	100%
4152	6040	Future Prop. Revaluation CRF	25,000	0	0	25,000	25,000	0	0	100%
4220	6057	Fire Apparatus Refurb & Repr CRF	25,000	0	0	25,000	25,000	0	0	100%
4210	6073	Estab. Police Safety Equipment	100,000	0	0	100,000	100,000	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000	0	0	15,000	15,000	0	0	100%
4903	6210	Police Facility Expan and Reno	5,928,980	0	0	5,928,980	0	5,928,980	0	100%
4915	6201	Commun Equip & Infrast CRF	0	51,350	0	51,350	30,100	21,250	0	100%
4909	6212	Taylor Falls & Veteran Bridge	0	11,241	0	11,241	20,285	20,955	(30,000)	367%
4199	6318	Energy Efficiency CRF	25,000	0	0	25,000	25,000	0	0	100%
0000	6434	Operating Transfer to Library	0	0	0	0	257,128	0	(257,128)	100%
0000	6436	Operating Transfer to Cons Co	0	0	0	0	0	0	0	100%
General Fund Warrant Articles			6,216,761	1,380,521	(57,781)	7,539,501	559,430	7,267,199	(287,128)	16
General Fund Total Budget			36,568,740	1,777,100	560,385	38,906,225	14,019,672	9,622,631	15,263,922	61%
02 Sewer Fund										
4326	5561	Sewer Billing & Collection	168,854	0	2,803	171,657	94,881	10,023	66,753	61%
4326	5562	Sewer Operation & Maintenance	1,169,611	15,318	0	1,184,929	284,095	563,853	336,980	72%
4326	5564	Sewer Capital Projects	800,000	0	0	800,000	7,325	200,000	592,675	26%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000	0	0	15,000	15,000	0	0	100%
Sewer Fund			2,153,465	15,318	2,803	2,171,586	401,302	773,876	996,408	54%
03 Water Fund										
4332	5591	Water - Administration	300,685	638	3,576	304,899	152,215	26,618	126,066	59%
4332	5592	Water - Ops & Maintenance	1,731,889	5,500	0	1,737,389	466,018	978,121	293,250	83%
4335	5593	Water - Supply	1,396,108	0	0	1,396,108	819,911	419,774	156,423	89%
4332	5594	Water - Debt Service	1,193,906	0	0	1,193,906	91,953	0	1,101,953	8%
Water Fund			4,622,588	6,138	3,576	4,632,302	1,530,097	1,424,513	1,677,693	64%
Total General, Sewer, Water Funds			43,344,793	1,798,556	566,764	45,710,113	15,951,070	11,821,020	17,938,023	61%

Town of Hudson, NH
 Appropriations and Revenue Summary
 Month Ending: As of November 30, 2022

State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		General Fund Revenue	32,210,013		572,000	32,782,013	10,516,298	0	22,265,716	32%
		Sewer Fund Revenue	2,242,825		0	2,242,825	808,187	0	1,434,638	36%
		Water Fund Revenue	3,871,994		0	3,871,994	1,412,234	0	2,459,760	36%
Total General, Sewer, Water Funds Revenue			38,324,832	0	572,000	38,896,832	12,736,718	0	26,160,115	33%
Other Funds										
State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
04	5060	Library	1,182,077	0	0	1,182,077	390,409	0	791,668	33%
05	5598	Land Use Change Tax Fund	0	0	0	0	0	0	0	0%
06	5586	Conservation Commission	52,753	39,155	0	91,908	25,870	16,111	49,927	46%
06	6500	Purchase Property	0	0	0	0	0	0	0	0%
14	5630	Police Forfeiture Fund	0	22,575	0	22,575	22,575	0	0	0%
35	5845	Senior Activities Revolving Fund	0	51,244	0	51,244	33,332	51,244	(33,332)	165%
45	5045	Community TV Revolving Fund	0	0	4,021	4,021	139,974	313	(136,266)	100%
50	5750	EMS Revolving Fund	422,997	0	0	422,997	267,522	40,677	114,798	73%
		Other Funds	1,657,827	112,975	4,021	1,774,823	879,682	108,346	786,795	56%
		(ARPA)	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
44	7200	Flagstone Drainage Infrast.	0	0	0	0	0	0	0	0%
44	7201	Lowell Rd Bridge/Rd Infrast	0	3,745	0	700,000	16,885	349,000	334,115	0%
44	7203	West Rd Trns Stn Infrast	0	169,802	0	550,000	140,844	5,000	404,156	0%
44	7204	Seagrave Fire Truck Added	0	0	0	77,539	77,539	-	0	0%
			0	173,547	0	1,327,539	235,268	354,000	738,271	0%
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		Senior Activities Revolving Fund	0			0	37,786		(37,786)	0%
		Community TV Revolving Fund	0			0	157,677		(157,677)	0%
		EMS Revolving Fund	423,322			423,322	135,642		287,680	0%
Total Expenditures All Funds			45,002,620	2,085,077	570,785	47,484,935	16,830,752	11,929,366	18,724,818	61%

Stall

Run: 12/06/22
9:23AM

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Page: 1
bmckee
ReportSortedRevenue
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
General Fund						
01-0000-4913-000-000	Transfer from Land Use Change Fund	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	Library Revenue	9,675.00	0.00	0.00	9,675.00	0.000
01-3110-4100-000-000	General Property Taxes	21,316,634.00	0.00	0.00	21,316,634.00	0.000
01-3110-4101-000-000	Overlay	-185,000.00	0.00	-31,351.91	-153,648.09	16.947
01-3185-4120-000-000	Yield Taxes and Interest	1,500.00	0.00	0.00	1,500.00	0.000
01-3186-4115-000-000	In Lieu of Taxes	12,816.00	0.00	0.00	12,816.00	0.000
01-3189-4121-000-000	Excavation Activity Tax	3,000.00	0.00	0.00	3,000.00	0.000
01-3189-4127-000-000	Boat Tax	7,000.00	0.00	1,803.14	5,196.86	25.759
01-3190-4203-000-000	Charges on Property Taxes	5,000.00	71.21	1,704.23	3,295.77	34.085
01-3190-4204-000-000	Interest on Property Taxes	160,000.00	2,964.58	32,498.97	127,501.03	20.312
01-3220-4201-000-000	Motor Vehicle Permits	5,420,000.00	441,048.00	2,425,746.00	2,994,254.00	44.755
01-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	900.00	5,300.00	9,700.00	35.333
01-3230-4218-000-000	Building Permits	275,000.00	242,428.71	326,727.88	-51,727.88	118.810
01-3230-4381-000-000	Septic Inspection Fees	6,000.00	1,300.00	2,700.00	3,300.00	45.000
01-3290-4209-000-000	Excavation Permits	5,000.00	150.00	530.00	4,470.00	10.600
01-3290-4214-000-000	Driveway Permits	2,000.00	300.00	950.00	1,050.00	47.500
01-3290-4217-000-000	Health Permits	0.00	0.00	50.00	-50.00	0.000
01-3290-4221-000-000	Pistol Permits	4,000.00	110.00	210.00	3,790.00	5.250
01-3290-4233-000-000	Oil Burner/Kerosene Permits	0.00	0.00	0.00	0.00	0.000
01-3290-4238-000-000	Police Alarm Permit	2,800.00	15.00	750.00	2,050.00	26.786
01-3290-4239-000-000	Fire - Place of Assembly	2,000.00	140.00	690.00	1,310.00	34.500
01-3290-4254-000-000	Fire Alarm Permits	1,500.00	80.00	671.50	828.50	44.767
01-3290-4312-000-000	Zoning Application Fees	3,000.00	444.40	4,042.60	-1,042.60	134.753
01-3290-4313-000-000	Planning Board Fees	120,000.00	0.00	184,554.46	-64,554.46	153.795
01-3290-4315-000-000	Sewer Service Permit	3,000.00	225.00	1,100.00	1,900.00	36.667
01-3290-4321-000-000	UCC Filings	7,000.00	1,665.00	1,665.00	5,335.00	23.786
01-3290-4322-000-000	Vital Statistics	7,000.00	2,705.00	8,704.00	-1,704.00	124.343
01-3290-4323-000-000	Police Fines, Court	133.00	0.00	233.00	-100.00	175.188
01-3290-4325-000-000	Animal Control Fines/Fees	8,000.00	526.00	11,814.00	-3,814.00	147.675
01-3290-4326-000-000	Notary Fees	100.00	0.00	0.00	100.00	0.000

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4327-000-000	Parking Violation Fees	2,000.00	0.00	40.00	1,960.00	2.000
01-3290-4328-000-000	Street Acceptance/Opening Fee	0.00	0.00	0.00	0.00	0.000
01-3290-4334-000-000	Construction Inspection Fee	15,000.00	8,770.13	17,875.13	-2,875.13	119.168
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	0.00	300.00	800.00	27.273
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	12.00	140.00	1,360.00	9.333
01-3290-4347-000-000	Bad Check Fees	2,500.00	107.82	544.96	1,955.04	21.798
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	700.00	5,250.00	4,750.00	52.500
01-3290-4421-000-000	Marriage Licenses	4,000.00	250.00	1,440.00	2,560.00	36.000
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	50.00	305.00	695.00	30.500
01-3290-4427-000-000	Articles of Agreement	0.00	0.00	0.00	0.00	0.000
01-3290-4428-000-000	Pole Licenses	0.00	0.00	0.00	0.00	0.000
01-3290-4430-000-000	Scrap Metal License	0.00	0.00	0.00	0.00	0.000
01-3290-4450-000-000	Animal Control Licenses	18,000.00	326.00	3,854.50	14,145.50	21.414
01-3290-4451-000-000	Drain Layers License	1,000.00	250.00	750.00	250.00	75.000
01-3351-4840-000-000	Shared Revenue - Municipal Aid	0.00	0.00	0.00	0.00	0.000
01-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	1,291,333.00	0.00	0.00	1,291,333.00	0.000
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	1,007,408.25	0.00	801,407.03	206,001.22	79.551
01-3359-4656-000-000	Grants - Police	42,876.80	7,346.94	65,331.83	-22,455.03	152.371
01-3359-4657-000-000	Grants - Fire	510,463.04	24,553.04	96,651.74	413,811.30	18.934
01-3359-4659-000-000	Grants - Other	10,000.00	1,600.00	47,229.87	-37,229.87	472.299
01-3359-4660-000-000	Grants - Pandemic	0.00	0.00	0.00	0.00	0.000
01-3379-4300-000-000	Sewer Utility Admin Fee	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4301-000-000	Water Utility Admin Fee	66,000.00	0.00	66,000.00	0.00	100.000
01-3401-4324-000-000	Police Record Fees	7,000.00	778.00	3,745.00	3,255.00	53.500
01-3401-4342-000-000	Sale of Checklists	500.00	25.00	25.00	475.00	5.000
01-3401-4708-000-000	Welfare Reimbursement	1,000.00	0.00	12,631.91	-11,631.91	###.###
01-3401-4716-000-000	Cash Over/Short	0.00	0.00	-73.95	73.95	0.000
01-3401-4720-000-000	Police Outside Detail	150,000.00	39,545.19	131,998.09	18,001.91	87.999
01-3401-4729-000-000	Contracted Services - Litchfield	30,000.00	0.00	7,119.76	22,880.24	23.733
01-3401-4730-000-000	Ambulance Billings	422,000.00	0.00	137,706.85	284,293.15	32.632
01-3401-4731-000-000	Charges on Ambulance Receivables	-22,000.00	0.00	-9,262.68	-12,737.32	42.103

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3401-4732-000-000	Fire Incident Reports	500.00	75.00	456.00	44.00	91.200
01-3401-4745-000-000	Cable Franchise Fees	77,000.00	19,852.32	39,419.31	37,580.69	51.194
01-3401-4746-000-000	Police Testing and Application Fees	0.00	0.00	70.00	-70.00	0.000
01-3401-4748-000-000	Insurance Reimbursement	99,990.00	34.90	10,024.90	89,965.10	10.026
01-3401-4756-000-000	Misc Rev - Police	500.00	0.00	5,928,355.00	-5,927,855.00	###.###
01-3401-4757-000-000	Misc Rev - Fire	500.00	300.00	300.00	200.00	60.000
01-3401-4758-000-000	Misc Rev - Recreation	0.00	0.00	0.00	0.00	0.000
01-3401-4759-000-000	Misc Rev - Other	500.00	344.66	8,360.92	-7,860.92	###.###
01-3401-4761-000-000	Rec Rev - Basketball	38,720.00	310.00	245.00	38,475.00	0.633
01-3401-4762-000-000	Rec Rev - Supervised Play	141,825.00	0.00	23,250.86	118,574.14	16.394
01-3401-4763-000-000	Rec Rev - Flag Football	0.00	0.00	0.00	0.00	0.000
01-3401-4764-000-000	Rec Rev - Soccer	20,000.00	0.00	3,235.00	16,765.00	16.175
01-3401-4765-000-000	Rec Rev - Tennis	4,950.00	0.00	0.00	4,950.00	0.000
01-3401-4766-000-000	Rec Rev - Teen Dances	4,400.00	0.00	0.00	4,400.00	0.000
01-3401-4767-000-000	Rec Rev - Adult Softball	8,840.00	1,837.50	1,752.50	7,087.50	19.825
01-3401-4768-000-000	Rec Rev - Lacrosse	7,500.00	0.00	0.00	7,500.00	0.000
01-3401-4769-000-000	Rec Rev - Community Activities	11,000.00	380.00	380.00	10,620.00	3.455
01-3501-4704-000-000	Sale of Town Property	55,000.00	0.00	0.00	55,000.00	0.000
01-3502-4702-000-000	Bank Charges	-10,000.00	-450.00	-2,974.69	-7,025.31	29.747
01-3502-4703-000-000	Interest on Investments	261,000.00	8,683.70	29,072.94	231,927.06	11.139
01-3503-4373-000-000	Rents of Town Property	3,000.00	400.00	400.00	2,600.00	13.333
01-3508-4556-000-000	Donations - Police	4,035.98	2,500.00	3,037.00	998.98	75.248
01-3508-4557-000-000	Donations - Fire	3,303.40	0.00	2,500.00	803.40	75.680
01-3508-4558-000-000	Donations - Recreation	0.00	0.00	3,100.00	-3,100.00	0.000
01-3508-4559-000-000	Donations - Other	0.00	0.00	3,600.00	-3,600.00	0.000
01-3914-4996-000-000	Voted from Surplus	0.00	0.00	0.00	0.00	0.000
01-3915-4922-000-000	From Capital Reserve Fund	620,610.00	45,610.00	45,610.00	575,000.00	7.349
01-3939-4999-000-000	Use of Fund Balance	600,000.00	0.00	0.00	600,000.00	0.000
Totals	General Fund	32,782,013.47	859,265.10	10,516,297.65	22,265,715.82	32.079

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sewer Fund						
02-3190-4180-000-000	Interest on Sewer Utility	20,000.00	990.07	9,623.22	10,376.78	48.116
02-3190-4181-000-000	Sewer Betterment Interest	728.00	0.00	0.00	728.00	0.000
02-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	0.000
02-3401-4759-000-000	Misc Rev - Other	0.00	0.00	207.14	-207.14	0.000
02-3403-4780-000-000	Sewer Base Charges	560,000.00	0.00	282,074.75	277,925.25	50.370
02-3403-4781-000-000	Sewer Consumption Charges	581,086.00	-83.34	338,231.61	242,854.39	58.207
02-3409-4783-000-000	Sewer Capital Assessment Other Chg	100.00	0.00	0.00	100.00	0.000
02-3500-4773-000-000	Otarnic Pond Betterment Assessment	24,911.00	0.00	0.00	24,911.00	0.000
02-3500-4782-000-000	Sewer Capital Assessment	50,000.00	43,281.30	178,403.30	-128,403.30	356.807
02-3502-4702-000-000	Bank Charges	-3,000.00	0.00	-328.35	-2,671.65	10.945
02-3508-4561-000-000	Donations - Sewer	0.00	0.00	0.00	0.00	0.000
02-3509-4786-000-000	Sewer - Other Income/(Expenses)	0.00	0.00	-25.00	25.00	0.000
02-3915-4922-000-000	From Capital Reserve Fund	870,000.00	0.00	0.00	870,000.00	0.000
02-3939-4999-000-000	Use of Fund Balance	124,000.00	0.00	0.00	124,000.00	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	2,242,825.00	44,188.03	808,186.67	1,434,638.33	36.034

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Water Fund						
03-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	1,967.22	8,032.78	19.672
03-3290-4394-000-000	Backflow Testing Fees	25,000.00	9,595.00	16,910.00	8,090.00	67.640
03-3290-4395-000-000	Water Hookup Fee	25,000.00	3,850.00	14,410.00	10,590.00	57.640
03-3290-4396-000-000	Water Service Fees	12,000.00	2,660.00	3,756.00	8,244.00	31.300
03-3290-4397-000-000	Shutoff/Reconnect Fee	8,500.00	500.00	1,500.00	7,000.00	17.647
03-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	0.000
03-3401-4748-000-000	Insurance Reimbursement	0.00	0.00	0.00	0.00	0.000
03-3401-4759-000-000	Misc Rev - Other	0.00	0.00	1,088.22	-1,088.22	0.000
03-3402-4390-000-000	Rental Fee - Private Hydrant	64,000.00	5,434.10	21,814.50	42,185.50	34.085
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	32,481.00	45,519.00	41.642
03-3402-4392-000-000	Public Fire Protection	224,000.00	19,480.15	78,732.75	145,267.25	35.149
03-3402-4790-000-000	Water Base Charges	960,000.00	82,017.60	328,970.22	631,029.78	34.268
03-3402-4791-000-000	Water Usage Charges	2,173,994.00	157,261.50	850,099.58	1,323,894.42	39.103
03-3402-4792-000-000	Fire Access Charges	204,000.00	16,584.67	59,842.35	144,157.65	29.334
03-3402-4799-000-000	Water Sales to Pennichuck	80,000.00	0.00	0.00	80,000.00	0.000
03-3502-4702-000-000	Bank Charges	-2,500.00	0.00	-388.21	-2,111.79	15.528
03-3509-4793-000-000	Other Income - Water	10,000.00	450.00	1,050.00	8,950.00	10.500
03-3915-4922-000-000	From Capital Reserve Fund	0.00	0.00	0.00	0.00	0.000
Totals	Water Fund	3,871,994.00	304,329.22	1,412,233.63	2,459,760.37	36.473

Run: 12/06/22
9:23AM

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Page: 6
bmckee
ReportSortedRevenue
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sr Activities Revolving Fund						
35-3401-4735-000-000	Misc Rev - Senior Activities	0.00	2,715.00	8,930.00	-8,930.00	0.000
35-3401-4736-000-000	Membership Fees	0.00	670.00	5,660.00	-5,660.00	0.000
35-3401-4737-000-000	Senior Rev - Field Trips	0.00	909.00	23,195.60	-23,195.60	0.000
Totals	Sr Activities Revolving Fund	0.00	4,294.00	37,785.60	-37,785.60	0.000

Run: 12/06/22
9:23AM

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Page: 7
bmckee
ReportSortedRevenue
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
	Community TV Revolving Fund					
45-3401-4745-000-000	Cable Franchise Fees	0.00	79,409.26	157,677.20	-157,677.20	0.000
Totals	Community TV Revolving Fund	0.00	79,409.26	157,677.20	-157,677.20	0.000

Run: 12/06/22
9:23AM

Revenue Report
Month End Revenue
Town of Hudson, NH
As Of: November 2022, GL Year 2023

Page: 8
bmckee
ReportSortedRevenue
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
EMS Revolving Fund						
50-0000-4729-000-000	EMS - Contracted Services	15,000.00	0.00	7,119.75	7,880.25	47.465
50-0000-4730-000-000	EMS - 50% Ambulance Billings	430,322.00	0.00	137,706.86	292,615.14	32.001
50-0000-4731-000-000	EMS - 50% Charges on Amb Billings	-22,000.00	0.00	-9,184.43	-12,815.57	41.747
Totals	EMS Revolving Fund	423,322.00	0.00	135,642.18	287,679.82	32.042

**TOWN OF HUDSON
AUTOMOBILE REGISTRATION BY MONTH
FISCAL YEARS 2018, 2019, 2020, 2021, 2022, 2023**

	<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>
FY2018	\$345,710	\$427,939	\$416,805	\$443,016	\$371,576	\$453,830	\$2,458,875	\$582,567	\$460,122	\$473,141	\$402,980	\$543,706	\$507,592	\$2,970,108	\$5,428,983	\$4,700,000
vs. Budget	7.4%	16.5%	25.3%	34.8%	42.7%	52.3%	52.3%	64.7%	74.5%	84.6%	93.1%	104.7%	115.5%	63.2%	vs. Budget	115.5%
FY2019	\$429,067	\$457,722	\$389,685	\$464,888	\$471,953	\$454,133	\$2,667,448	\$531,274	\$504,668	\$444,548	\$561,605	\$513,577	\$511,323	\$3,066,993	\$5,734,441	\$5,000,000
vs. Budget	8.6%	17.7%	25.5%	34.8%	44.3%	53.3%	53.3%	64.0%	74.1%	83.0%	94.2%	104.5%	114.7%	61.3%	vs. Budget	114.7%
FY2020	\$437,974	\$485,183	\$410,994	\$530,162	\$446,610	\$470,237	\$2,781,159	\$638,551	\$515,784	\$416,309	\$331,136	\$452,398	\$745,339	\$3,099,517	\$5,880,675	\$5,420,000
vs. Budget	8.1%	17.0%	24.6%	34.4%	42.6%	51.3%	51.3%	63.1%	72.6%	80.3%	86.4%	94.7%	108.5%	57.2%	vs. Budget	108.5%
FY2021	\$516,858	\$430,094	\$461,725	\$494,524	\$440,822	\$489,084	\$2,833,106	\$542,186	\$502,930	\$627,048	\$523,883	\$518,796	\$571,111	\$3,285,953	\$6,119,060	\$5,420,000
vs. Budget	9.5%	17.5%	26.0%	35.1%	43.2%	52.3%	52.3%	62.3%	71.6%	83.1%	92.8%	102.4%	112.9%	60.6%	vs. Budget	112.9%
FY2022	\$433,575	\$488,988	\$450,479	\$504,693	\$429,947	\$435,191	\$2,742,872	\$536,311	\$513,594	\$552,932	\$539,268	\$528,792	\$551,548	\$3,222,444	\$5,965,316	\$5,420,000
vs. Budget	8.0%	17.0%	25.3%	34.6%	42.6%	50.6%	50.6%	60.5%	70.0%	80.2%	90.1%	99.9%	110.1%	59.5%	vs. Budget	110.1%
FY2023	\$462,768	\$505,396	\$453,460	\$563,076	\$441,048		\$2,425,747							\$0	\$2,425,747	\$5,420,000
vs. Budget	8.5%	17.9%	26.2%	36.6%	44.8%		44.8%							0.0%	vs. Budget	44.8%

**TOWN OF HUDSON
GENERAL FUND INTEREST BY MONTH
FISCAL YEARS 2018, 2019, 2020, 2021, 2022, 2023**

	<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>
FY2018	\$14,877	\$14,656	\$7,236	\$4,331	\$9,647	\$6,947	\$57,694	\$16,560	\$18,741	\$14,208	\$15,488	\$19,596	\$16,919	\$101,512	\$159,206	\$25,000
vs. Budget	59.5%	118.1%	147.1%	164.4%	203.0%	230.8%	230.8%	297.0%	372.0%	428.8%	490.8%	569.1%	636.8%	406.0%	vs. Budget	636.8%
FY2019	\$0	\$45,557	\$38,553	\$27,494	\$0	\$46,686	\$158,289	\$45,246	\$52,094	\$42,049	\$0	\$66,149	\$19,534	\$225,072	\$383,361	\$120,000
vs. Budget	0.0%	38.0%	70.1%	93.0%	93.0%	131.9%	131.9%	169.6%	213.0%	248.1%	248.1%	303.2%	319.5%	187.6%	vs. Budget	319.5%
FY2020	\$0	\$42,580	\$39,013	\$33,695	\$24,052	\$13,649	\$152,989	\$6,066	\$35,128	\$32,541	\$8,141	\$5,937	\$21,179	\$108,992	\$261,981	\$361,000
vs. Budget	0.0%	11.8%	22.6%	31.9%	38.6%	42.4%	42.4%	44.1%	53.8%	62.8%	65.1%	66.7%	72.6%	30.2%	vs. Budget	72.6%
FY2021	\$0	\$0	\$12,143	\$0	\$0	\$3,909	\$16,052	\$0	\$611	\$210	\$204	\$198	\$142	\$1,365	\$17,417	\$261,000
vs. Budget	0.0%	0.0%	4.7%	4.7%	4.7%	6.2%	6.2%	6.2%	6.4%	6.5%	6.5%	6.6%	6.7%	0.5%	vs. Budget	6.7%
FY2022	\$147	\$147	\$195	\$350	\$175	\$102	\$1,115	\$96	\$86	\$388	\$1,460	\$2,602	\$3,060	\$7,691	\$8,806	\$20,000
vs. Budget	0.1%	1.5%	2.4%	4.2%	5.1%	5.6%	5.6%	6.1%	6.5%	8.4%	15.7%	28.7%	44.0%	38.5%	vs. Budget	44.0%
FY2023	\$3,546	\$4,916	\$4,878	\$7,048	\$8,684		\$29,072							\$0	\$29,072	\$261,000
vs. Budget	1.4%	3.2%	5.1%	7.8%	11.1%		11.1%							0.0%	vs. Budget	11.1%



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

Agenda
12-13-22



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

81

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 6, 2022

Re: Proposed Procedure for Enacting or Revising Board of Selectmen Policies

At their meeting on November 22, 2022, the Board of Selectmen discussed adopting a procedure for enacting or revising Board of Selectmen policies using a two (2) meeting process. I have prepared the following procedure for the Board's consideration. The procedure is very similar to the one in use by the SAU. Please note that this procedure would be used to enact or revise Board of Selectmen policies. Ordinances and Town Code follow the appropriate NH State statute laws and would not follow this procedure.

Should the Board of Selectmen vote to approve the proposed procedure for enacting or revising Board of Selectmen policies, the following motion is appropriate:

Motion: To approve the proposed Procedure for Enacting or Revising Board of Selectmen Policies.

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

Town of Hudson
Board of Selectmen

Procedure for Enacting or Revising Board of Selectmen Policies

Except for policy action to be taken on emergency measures, the adoption of Board of Selectmen policies should follow this sequence which will take place at least at two (2) regular or special meetings of the Board:

1. Introduction and publication of proposed new or revised policies as an item of information.
2. Opportunity offered to concerned groups or individuals to comment on policy proposals.
3. Discussion and final action by Board of Selectmen on policy proposals.

The final vote to adopt or not to adopt should follow by at least two (2) weeks from the meeting at which policy proposals or revisions are first placed on the agenda.

1. Prior to enactment, all policy proposals will be titled and coded as appropriate to subject and in conformance with Town policies.
2. As much as possible, each policy statement will be limited to one (1) subject.
3. Policies and amendments adopted by the Board will be attached to and made part of the minutes of the meeting at which they are adopted and shall also be included in the policy manual of the Town marked with the date of adoption and/or amendment.
4. Policies and amendments to policies will be effective immediately upon adoption unless a specific effective date is provided in the adopted policy.

Emergency Procedure

On matters of unusual urgency, the Board of Selectmen may waive the two (2) week limitation and take immediate action to adopt new or revise existing policies. When such immediate action is necessary, the Board will document and inform the public about the reasons for this necessity.

Agenda
12-13-22

8J



TOWN OF HUDSON

Board of Selectmen



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

December 8, 2022

To: Board of Selectmen

From: Chairperson Roy

Re: Board of Selectmen Visioning Session Follow Up Meeting

Discussion regarding a follow up Visioning Session with Rick Alpers of PRIMEX. Rick facilitated the Board's Visioning Session on October 19, 2022. As mentioned at the first session, Mr. Alpers offered to come back for a follow-up session to help the Board create goals.

Is the Board in favor of this? If so what timeframe would folks like to schedule this for?