



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

October 25, 2022

7:00 p.m.

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. Appointments

Zoning Board of Adjustment: 1-member term to expire 12/31/23
1-alternate member term to expire 12/31/22

 - 1) Normand Martin (alternate member applying for full member seat)
 - 2) Rich Weissgarber (new applicant)
 - 3) Tristan Dion (new applicant)
6. CONSENT ITEMS
 - A. Assessing Items - none
 - B. Water/Sewer Items - none
 - C. Licenses & Permits & Policies
 - 1) Raffle Permit - Knights of Columbus Council 5162 Hudson
 - 2) Outdoor Gathering Permit - Mill Cities Alliance
 - D. Donations
 - 1) Donation of \$2,500 from Digital Federal Credit Union to Hudson Police Dept.
 - 2) Donation of a tree, valued at \$276.75, for Library Park from the Lions Club
 - E. Acceptance of Minutes
 - 1) Minutes of October 4, 2022
 - 2) Minutes of October 11, 2022

F. Calendar

- 10/26 7:00 Planning Board - Buxton Meeting Room
- 10/27 7:00 Zoning Board of Adjustment - Buxton Meeting Room
- 10/31 Halloween - Trick or Treat 6:00-8:00pm
- 11/01 7:00 Board of Selectmen - BOS Meeting Room
- 11/02 7:00 Budget Committee - Town Budget Review - Buxton Meeting Room
- 11/07 7:00 Budget Committee - Town Budget Review - Buxton Meeting Room
- 11/08 7:00am-8pm - General Election - www.hudsonnh.gov/clerk for more info
- 11/10 7:00 Budget Committee - Town Budget Review - Buxton Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on October 11, 2022

- 1) Selectman Morin made a motion, seconded by Selectman Guessferd to retain the services of former Town Clerk/Tax Collector Roger Ordway, for the period of October 17, 2022 through December 31, 2022, at the rate of \$30.00 without benefits. Carried 5-0.
- 2) Selectman Guessferd made a motion, seconded by Selectman Morin to adjourn at 8:41pm. Carried 5-0.

8. NEW BUSINESS

- A. Public Hearing - Acceptance of Homeland Security Grant - HFD - Decision
- B. Taylor Falls and Veteran's Memorial Bridge Update - Engineering - Decision
- C. Pennichuck Water Wholesale Water Supply Contract - Water - Decision
- D. Hudson Water Utility Operation & Maintenance Contract - Water - Decision
- E. Proclamation - Small Business Saturday - Chairperson - Decision
- F. FY24 Budget Wrap Up - TA - 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: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.

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, October 27, 2022



Algeria
9-27-22
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SEP 09 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

5A-1

How may we help you?

Submission #68

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

[Previous submission](#)

[Next submission](#)

Submission information

Form: Board & Committee Application
Submitted by Visitor (not verified)
Wed, 09/07/2022 - 1:00pm
96.39.86.10

Date

Wed, 09/07/2022

First Name

Normand

Last Name

Martin

Street Address

3 Edgar Court

Home Phone

6039212388

Work Phone

9784339500

E-mail Address:

norm91370@msn.com

Education

HIGH SCHOOL

Occupation (or former occupation if retired)

CUSTOMER SREVICE, PURCHASING, SALES

Special Interests

BUDGETS AND ZOINING

Professional/Community Activities

CURRENT ALTERNATE ON ZBA AND CURRENT MEMBER ON BUDGET COMMITTEE

Reference

BILL COLE, BRUCE BUTTRICK

Reason for Applying

THERE IS A VACANT MEMBER SEAT ON THE ZBA AND I AM ONE OF THE CURRENT ALTERNATES. I WOULD LIKE TO BE APPOINTED TO THAT MEMBER SEAT. I HAVE PREVIOUSLY SERVED ON THE ZBA FROM 2004 TO 2018 BEFORE BEING ELECTED AS A SELECTMAN. I WOULD LIKE TO RETURN TO THE BOARD AS A FULL MEMBER. I ATTEND ALL MEETINGS THAT ARE REQUIRED OF ME, AND I ATTEND ALL TRAININGS THAT ARE GIVEN.

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

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SEP 22 2022

TOWN OF HUDSON
SELECTMENS OFFICE



5A-2

How may we help you?

Submission #70

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

[Previous submission](#)

[Next submission](#)

Submission information

Form: Board & Committee Application
Submitted by Visitor (not verified)
Thu, 09/22/2022 - 1:04pm
215.71.3.103

Date

Thu, 09/22/2022

First Name

Richard

Last Name

Weissgarber

Street Address

21 Flying Rock Rd

Home Phone

339-223-7451

Work Phone

781-225-6804

E-mail Address:

richweissgarber@hotmail.com

Education

BS in Aeronautics, MAS in Aviation/Aerospace Mgt, AAS in Personnel Mgt

Occupation (or former occupation if retired)

Product Support Mgr (Life Cycle Logistics)

Special Interests

Travel, hiking, flying, kayaking, target shooting, anything outdoors

Professional/Community Activities

Logistics Officer Association, Society of Logistics Engineers, Budget Committee

Reference

Chief Tad Dionne, Mr. Brian Groth, Mr. Elvis Dihma, Mr. Jess Forrence

Reason for Applying

New volunteer opportunity to serve the Town and its residents as an unbiased Zoning Board of Adjustment (ZBA) member and to learn more about the Town operations, zoning and how zoning adjustments/variances are reviewed and conducted under a quasi-judicial body supported by RSA 673:1.

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

Member

Please select area of interest

Zoning Board of Adjustment

Areas of Expertise

- Communications
- Construction
- Finance
- Information Technology
- Other

Are you a Hudson, NH resident?

yes

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Agenda
9-27-22



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SEP 22 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE
5A-3

How may we help you?

Submission #69

Print Resend e-mails

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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

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Agenda

10-25-22

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OCT 11 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

6C-1



RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: KNIGHTS OF COLUMBUS COUNCIL 5162 HUDSON

Address: P.O. Box 42 HUDSON NH 03051

Raffle Benefit of: CHARITABLE WORK / COUNCIL 5162

Date & Time of Raffle: 1ST & 3RD WEDNESDAYS JAN-JULY 2023 8PM

Raffle to be held at: ST KAT'S CHURCH HALL - COUNCIL MTG 40 DANFORTH RD

Prizes: WILLY 1ST \$25 2ND \$10 3RD \$5

GRAND PRIZE 1ST \$250, 2ND \$150 3RD \$100 (JULY)

Date of Ticket Sales: NOV-DEC 2022

(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number

[Signature]
Applicant's Signature

WYNNE MADDA
Applicant's Printed Name

11 PELHAM RD HUDSON NH 03051
Address

603-883-8797
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 weissgarber@hudsonnh.gov, with Raffle Permit in subject line.)

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OCT 04 2022

Agals
10-25-22

TOWN OF HUDSON
SELECTMEN'S OFFICE



6C-2

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

Type of Activity Road Race (running)

Date & Time of Activity 12/4/2022 8:00 am - 9:00 am

Site (address) of Activity Start: Eagle's Wing, Spruce St. Nashua

Name & Address of Company conducting Activity Mill Cities Alliance
c/o Steve Moland 531 Scenic Dr. East Sidney, ME 04330

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

[Signature] 10/4/2022
Signature of Officer of Company conducting Activity Date

Name, Address & Phone No. of President/Manager CHRISTOPHER SIMARD
265 East Dunstable Rd. Nashua, NH 03062

State of Incorporation (if incorporated) NH

Name & Address of Registered Agent (if corporation) Mill Cities Alliance
c/o Steve Moland 531 Scenic Dr. East Sidney, ME 04330

Name of Local Organization sponsoring Activity Mill Cities Alliance

[Signature] 265 East Dunstable Rd Nashua, NH 03062
Signature of Officer of Local Organization sponsoring Activity Address

603-321-1424 ejsimard11@icloud.com
Phone Number e-mail Address

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

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

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

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

For Office Use Only

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

Proof of public notice.

Date approved by Board of Selectmen

Chairman, Board of Selectmen

Weissgarber, Lorrie

From: Christopher Simard <christopher_simard@vrtx.com>
Sent: Tuesday, October 4, 2022 3:02 PM
To: Graham, Donna L; McKee, Beth
Cc: Weissgarber, Lorrie; Christopher Simard
Subject: Mill Cities Relay 2022
Attachments: Hudson MCR 2022 with Insurance.pdf; MCR Route Hudson 22.pdf

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

Dear all,

I am representing the Gate City Striders running club in logistics for the 39th Annual Mill Cities Relay (MCR) road race, which goes from Nashua to Lawrence. Nashua-Hudson is leg 1 of this 5 leg relay race of ~20 local area running clubs. This year the event will be held on Sunday Dec. 4, 2022.

In terms of general logistics/details, as in year's past the start will be at Eagle's Wing Hall on Spruce St. in Nashua and start promptly at 8:00 am.

Runners proceed into Hudson, then MA (see attached map). All runners will be through and out of Hudson into Tyngsboro by ~9:00am.

I have been in-touch with the Hudson PD and Beth M (copied here), and we will be hiring one officer and cruiser to assist with traffic where the runners cross 3A at Central St./Lowell Rd. We will also have multiple volunteers at key locations:

- o Roosevelt Ave
- o Country Rd North end
- o Country Rd South End
- o Pelham Rd
- o Wason Rd.
- o Market Basket
- o Walmart
- o Dracut Rd/Stuart St

Attached is a copy of the Outdoor gathering request, Insurance certificate and Route map. Beth, I have the payment for the police detail, which I can drop off this week, if that works for you.

Thank you for all you help. If there are any questions, please let me know.

Best regards,

Chris

Christopher Simard
603-321-1424

This email message and any attachments are confidential and intended for use by the addressee(s) only. If you are not the intended recipient, please notify me immediately by replying to this message, and destroy all copies of this message and any attachments. Thank you.

OFFICE USE ONLY

Applicant _____ Date of Event _____

Map _____ Lot _____ Building Permit Req'd _____ Street _____

SANITARY APPROVALS

Stipulations none

Health Officer/Date Deputy Health officer
David R. Weber 10/5/22

FIRE SAFETY

Stipulations none

Fire Dept./Date Fire Marshal
David R. Weber 10/5/22

ZONING

Stipulations _____

Zoning Administrator/Date Erin Galt 10-5-22

BUILDING

Stipulations None

Building Inspector/Date [Signature] 10/5/22

POLICE DEPARTMENT

Stipulations Hired one officer with cruiser ✓

Police Chief/Date [Signature] 10-10-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2022

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

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

PRODUCER Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): (765) 664-0761 E-MAIL ADDRESS: mrmayers@insmgt.com	
INSURED Road Runners Club of America/2022 and its Member Club 1501 Langston Boulevard, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Company 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2022 \$2M A.I. REVISION NUMBER:

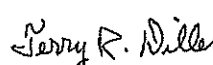
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000008971600	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molestation \$ 500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			KRO0000008971600	12/31/2021	12/31/2022	EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			BAX0000031850400	12/31/2021	12/31/2022	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

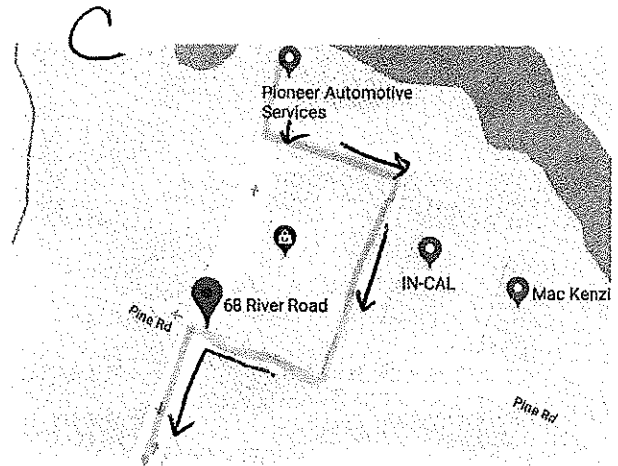
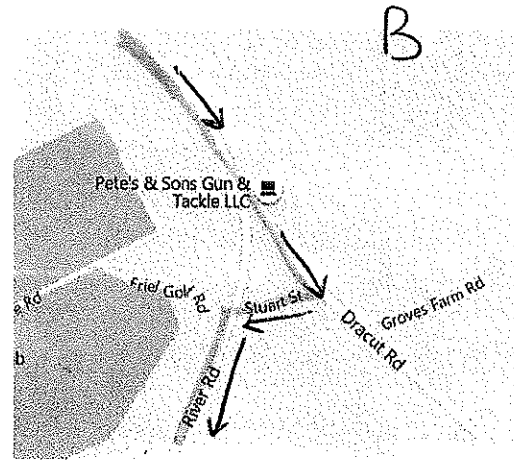
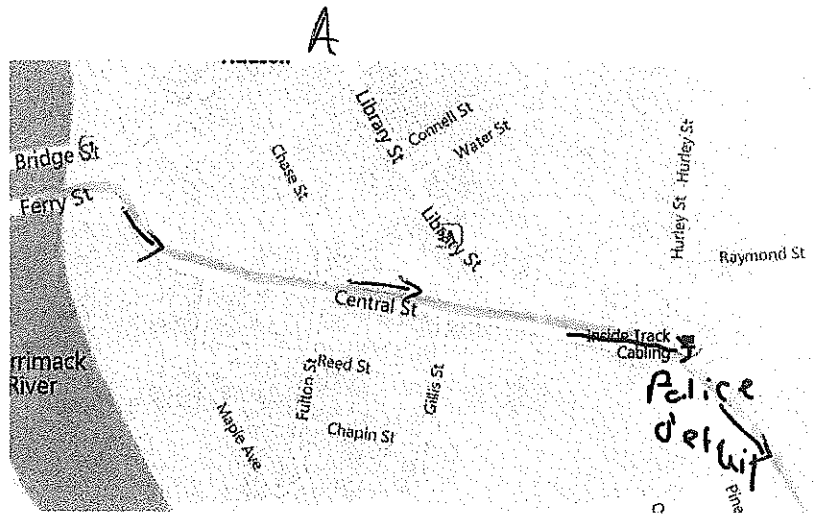
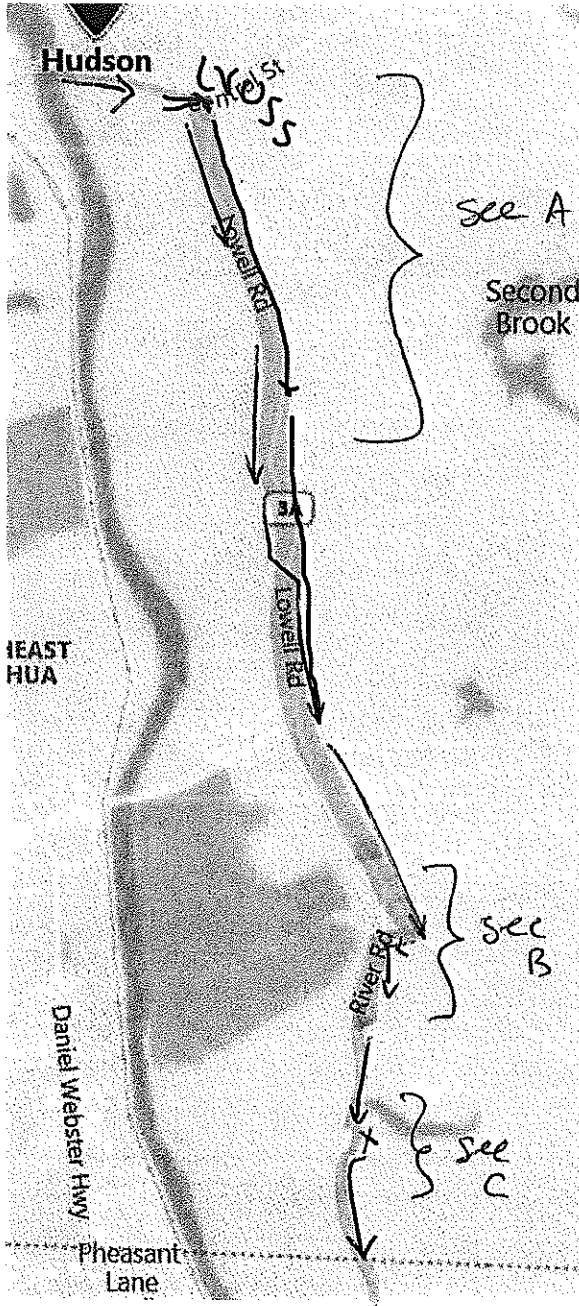
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 12/04/22 Mill Cities Relay--Road Race INSURED RRCA CLUB/EVENT MEMBER: Mill Cities Alliance ATTN: Chip Mann, 351 Scenic Dr East, Sidney ME 04330 Processed by RMV

CERTIFICATE HOLDER**CANCELLATION**

12/04/22 Town of Hudson 12 School St Hudson NH 03051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FULL ROUTE



Agenda
10-25-22

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OCT 18 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

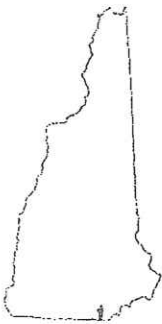


TOWN OF HUDSON

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



*Tad K. Dionne
Chief of Police*

6D-1

*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: 17 October 2022

Re: Agenda Request – 25 October 2022

Scope:

Digital Federal Credit Union has presented the Hudson Police Department with a \$2,500.00 check (#078975). The Police Department would like to deposit \$1,000.00 in the Comfort Canine Donation Account, \$1,000.00 in the Community Policing Donation Account and \$500.00 in the Equipment Donation Account.

Motion:

To accept the donation of \$2,500.00 from Digital Federal Credit Union.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

Laffin, Jill

From: Dave Morin <d620908@comcast.net>
Sent: Friday, October 21, 2022 7:42 AM
To: Laffin, Jill
Subject: Info on the tree

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OCT 21 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

6D-2

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

Jill

Below is the information and cost of the tree that will be donated by the lions club

The tree is \$276.75. It is a Plum KV

If you have any other questions please let me know

Have a great day

Dave Morin

HUDSON, NH BOARD OF SELECTMEN

Minutes of the October 4, 2022 Workshop Meeting

1. CALL TO ORDER - by Chairperson Roy the Workshop Meeting of October 4, 2022 at 6:59 p.m. in the Selectmen Meeting Room at Town Hall
2. PLEDGE OF ALLEGIANCE led by Selectman Gagnon
3. ATTENDANCE

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

Staff/Others: Craig Putnam & Kate Messner of the Hudson Electric Aggregation Committee, Henry Herndon of Community Power Coalition of New Hampshire, Jill Laffin - Executive Assistant

Excused Absence: Steve Malizia, Town Administrator

4. NEW BUSINESS
 - A. Hudson Community Power Aggregation Plan

Chairperson Roy recognized Mr. Putnam and Ms. Messner from the Hudson Electric Aggregation Committee and Mr. Putnam then introduced Henry Herndon of Community Power Coalition of New Hampshire. Mr. Putnam then addressed the Board saying, good evening and thanks to the Select Board for hosting the meeting tonight. Very much appreciate it. Looking forward to a little discussion. So tonight, we're going to talk about the Hudson Community Power, about Hudson Community Power and the electric aggregation plan that has been proposed to the Select Board by the Hudson Electric Aggregation Committee. The presentation tonight will be a brief overview of what Hudson Community Power is, what it means for us as residents, and why it's a good thing for the community. Following the overview, there will be time for a chat about some frequently asked questions and our technical expert Henry Herndon here will be able to answer more detailed questions that may arise.

So briefly the agenda for the presentation. So we'll begin with an overview of what is community power. Then move into some more details of the electric aggregation plan itself. Henry will do most of Section Three, which is a discussion and introduction of Community Power Coalition of New Hampshire. Then we'll finish up the main part of it with a brief timeline for moving forward with Hudson Community Power, and then we'll open it up for questions and discussions at the end.

Mr. Putnam then said so let's get started by talking about what is community power. Community power programs are designed to pool or aggregate the demand of customers in a community and then use that large buying power of the aggregated customers to purchase electric power on behalf of that community with the goal of lowering costs and expanding access to renewable energy and other innovations. This is all enabled by recent legislation passed about a year ago by the New Hampshire Legislature, RSA 53 E in particular. But there was earlier legislation dating back quite some time which provided the baseline for this kind of thing, the deregulation that happened quite some time ago, and the legislature's intent in acting, R.S. 53, was, as I indicated here, quote, to encourage voluntary, cost effective and innovative solutions to local needs with careful consideration of local conditions and opportunities. So community power allows governments such as Hudson to purchase electric energy supply on behalf of its residents, businesses and municipal accounts. You can think of it as a buying club for electricity, buying in bulk, and saving money. Community power allows the government to have access to competitive markets, participate in a lower cost and have more price stability. It also gives the option for purchasing more local or renewable energy. For example, our utility company servicing Hudson, which is Eversource only, is only required to

purchase at the moment 21.6% green or renewable energy. That number varies over time. But at the moment it's 21.6%. We hope to do better.

Eversource will continue to deliver and maintain the power grid, and it's still responsible to provide reliable electric service. That's part of the structure of the statutes that enabled all of this. And so one of the things that people are often concerned with is, so what? What if the power goes out? Who do I call? It's still Eversource. Their role does not change substantially in this at all. So the benefit of the community power method is that the Town can procure or purchase electricity at affordable rates, which can make it cheaper for residents and increase energy savings for the Town. It can open us up to other options as well, things like access to more green power options, the options to source more power locally, and then things like time of use rates and support for solar and storage. Some of the more leading edge types of technologies that we'd like to be able to use but cannot at the moment.

Mr. Putnam went on to say, so there's four key benefits of community power that we'd like to highlight. The first is local control. If you remember the phrase that I was reading before, the local, local, local kept coming up in that and it's really about local control because that means that we can procure the electricity for our own use versus the current practice, which is Eversource procuring it for us. The second key benefit is lower cost. We've seen in other states that have done similar kinds of community power programs Massachusetts, New York, California, to name a couple. Those groups have been able to purchase power at lower rates than their incumbent utilities, and that's the goal here as well. Another key factor is renewables. Community power allows for variation of energy sources, and so community power members will have access to additional options around green power procurement for themselves that we don't have available to us today. And community power is resilient and innovative. As indicated earlier, it allows for a range of more opportunities when it comes to energy, including new technologies, market competition and price signals.

So I want to reinforce the note at the bottom of the slide that Hudson Community Power will only launch if it's able to initially offer residential default rates that are lower than or competitive with those offered by Eversource. So we're not going to go live with this thing unless we can at least meet, if not beat Eversource's default price. So let's take a look at the typical electric bill that we get from Eversource. Hudson Community Power will only affect the supply part of the bill. The left hand number there. Eversource will continue to be responsible, as they indicated before, for the delivery portion. So they will maintain the poles and the wires and all the existing infrastructure that they maintain now, they will continue to do that. That doesn't change. The only thing that changes is so there's no change from in that standpoint from what they do today. The systems benefit charge, in particular, the part that goes to New Hampshire Saves is collected in the delivery side of the bill. The other right hand column and you'll still as a Hudson Community Power customer, you would still have access to all of those rebates. And the programs that are offered by New Hampshire Saves. And so the the difference is, is that the supplier would be Hudson Community Power instead of Eversource or perhaps a competitive electric supplier.

Mr. Putnam continued saying, so when you hear the term default service, this refers to the current basic service that Eversource provides, and that's the section of the bill that's highlighted here. Lots of people never really look carefully at this part of the bill, but this is the part that would change with the advent of Hudson Community Power. It will become the new default energy supplier for retail customers in Hudson. So there'd be homeowners and small businesses primarily. And the default is always optional. I want to stress that customers can switch back to Eversource or switch to a competitive supplier any time they want. Well, anytime on a billing boundary, basically a monthly boundary. And they can make that change with no fees, no penalties. And customers can, if they wish, go back and forth. It's not a one-time only type of thing. So community power allows a municipality to aggregate, aggregate all the residents and the businesses to purchase the power supply on their behalf. And it creates an economy of scale so that residents and businesses get more for the money than they are currently spending on their electricity.

So just to summarize some key points here, and the first is, is that as highlighted there, Eversource continues to deliver the electricity, so there's no change in that. They still maintain the wires and the poles and all of their existing infrastructure, and they will also provide customer service and billing. The Select Board with advisory support from our committee will be authorized to contract for the necessary professional services and acquire power to launch Hudson Community Power.

Participation in community power is entirely and completely voluntary. So once Hudson Community Power has stood up rates, we'd figure out what kind of rates that we can get and those rates would be published and those customers that are on default supply, in other words, those customers in Hudson that are still using Eversource to receive electricity; using the default electricity plan under Eversource stayed it that way. They will be notified and automatically enrolled in the program. And at that point they have an option to opt out. They can say, no, I want to play. Thank you. I want to stay with Eversource or I want to go to a competitive electric supplier. And customers who are already on a competitive electric supplier may choose to opt in to the program. And they probably do that when their current contract with the competitive electric supplier ends.

So let me talk a little bit about the plan itself. This needs to be voted on at the Town Meeting in the spring. I'll get to a warrant article at the end with some template proposed wording for a warrant article. But the plan itself that's been developed is fairly detailed. It's nearly 70 pages in length. You've had access to it for a while now. It's a good cure for insomnia if you've tried to read the whole thing. But really, the first 20 to 30 pages are the part that one really needs to absorb. The first 20 pages, it gives you most everything. The next ten gets you kind of into the details a little bit more. And after that, it's all the appendices, some of which are required to be there by the PUC, things on net metering and data protection and those kinds of things. So the bulk of the information that anyone would need to know is in the first 20 to 30 pages and other kinds of things are in the appendices, as they should be. So the plan basically lays out how community power has been developed, how it will be implemented, and all the other details that are required by RSA 53-E and the Public Utilities Commission.

So the Select Board has designated the Hudson Electric Aggregation Committee, which is a subcommittee of the Sustainability committee, as the Electric Aggregation Committee pursuant to the statute, RSA 53-E. And so the Hudson Electric Aggregation Committee was tasked by the Select Board a while ago to develop the plan. And we have a draft of the plan that is the topic of the conversation tonight. And there's the URL for the plan. It is there is now an HEAC website which is tucked under the Sustainability website on the town, on the town website, and so you can get to the plan through that link. Part of one of the statutory requirements of the defined for the process is that there has to be to at least two public hearings on the plan. Those are scheduled. The first one is coming up in November, November 15th. And we've also got a date in January the 17th. You have you have an error. In our package you have October 15th. Selectman Guessferd said yeah I was wondering. Mr. Putnam replied, yeah, it was an earlier version of the slides and apologies. I caught that after it had originally been submitted. So yeah, it was it is November 15th for that first public hearing. And sorry, January 17th has been booked and we have the 19th as a snow day in case. And so the purpose of the public hearings is to have a similar conversation with the members of the community and seek their input on the plan as well.

So one of the many steps that the town that having a program like Hudson County Power and having it come to pass is to have the plan. Another more technical word for community power's electric aggregation, and that's why we formally call the Community Power Plan the Electric Aggregation Plan or EAP. And the purpose of the plan is to outline the goals and objectives of community power. It defines how it will be governed. Hudson Community power would be governed, and the rules and processes that processes for it to function successfully. And it provides some guidance on implementing the Hudson Community power and ensures the Town complies with the statutes and regulations that you see in particular in items A and B there on the left. The plan does address net metering, and it also addresses the electric assistance program, which provides financial support for low income ratepayers. So all of those are things that are required to be addressed in the plan. It's important to note that the electric aggregation plan does not commit the Town to any specific actions or financial commitment. So we're this next step is to basically get Hudson Community Power authorized to exist, which would happen by having the warrant article passed in the spring. Then there's a lot more work to be done to actually stand it up. And we'll talk about that additional work here in a minute.

So just to kind of look at the plan itself, an overview of the bulk of the of the interesting part of the document, the more interesting part of the document are the chapters on the left. And chapters one through four. It's about 20 pages total. Chapter five, which is the statutory requirements for the plan is about another ten pages. Then we're into the appendices and so on. And several of those are

appendices that are required by the Public Utilities Commission to address various and sundry issues like net metering and so on. And the appendices are the other 40 pages of the document. So it's kind of where it gets into the weeds a bit. But the bulk of the interesting part is in the first 20 to 30 pages.

So Hudson Community Power will become the default electricity supplier for retail customers in Hudson if the warrant article passes in the spring. And then if and when the Select Board decides to move forward with the program all customers would receive a mailed notification of the rates once they've been determined and dates for the program going live. Customers on Eversource default would be automatically opted in and have the option of opting out. So before anything happens, they can say no, thank you, I want to stay with Eversource and then nothing changes for them. Selectman McGrath asked, does that include customers that have already signed on with someone else as the supplier? Mr. Putnam replied, if you've, if you've signed on with a competitive electric supplier, you're not. Nothing changes for it. You'll be notified. I believe I'm correct in saying you'll be notified about the new rates for Hudson Community Power and so on. But you're not touched. Nothing changes for you because you're under contract somewhere else. If you when that contract ends, if you wanted to switch to Hudson Community Power, you could at that point. Selectman McGrath then said can I ask one more question on that page before we move on? Item number four- be self-funded by rates paid. The town will not use taxes to cover program expenses. What type of taxes are you talking about? Are you talking about property taxes? Because that's where we get...Mr. Putnam replied, there's no by statute...community power programs are not allowed to affect the tax rate in the town. I guess that's the right way of putting it I think. Mr. Herndon replied you're not allowed to use general funds. Selectman McGrath said property taxes that pays puts the provides funding for our budgets are departments. Mr. Putnam then said, correct. Mr. Herndon then said you're not allowed to use that funding for community power. Instead through the sale of electricity, some of that revenue funds the program. Selectman McGrath replied, I just think that that needs to be clearer. Mr. Herndon replied, that's a good point. All right. Mr. Putnam responded, okay, thanks. And that's by statute. That's part of RSA 53.

Mr. Putnam continued on with his saying, customers may also opt up. So there would be a default offering for Hudson Community Power and then there may be some optional. Alternate offerings which customers may opt into. So, for example, there could be a 50% or 100% renewable option. Key point again is that it's entirely voluntary. If a customer does not want to be part of Hudson Community Power, they don't have to be. No one's forcing anyone to do anything. You can switch back to Eversource if you try Hudson Community Power and you don't like it and switch back to Eversource, that's fine. No penalty. If you decide to, not if you decide to opt out in the beginning, and then you're talking to your neighbor and you're hearing about the great rate that they're getting from Hudson Community Power and you want in, you can do that later on. No penalty. All right. So it's by statute, it's designed to be very flexible in that penalize anyone. And again, key point there. And we can make it make it clearer, try to come up with some better wording for item four there that that the town will not use taxpayer dollars to pay for the program. The program is self-supporting it. What pays for the program comes from the rate that people are paying. So baked in. Chairperson Roy asked, so is that similar to the sewer fund or the or the water fund? It's just self-funded. The users pay for it. Mr. Putnam replied, yeah, I guess in that sense it would be. Yeah, I'm not I'm not familiar with the details with the the mechanism for the sewer or the water but, but yeah, the users pay for it whoever is on the plan and we'll get to a slide that I think may help clarify that a little bit. Selectman Guessferd then said I don't think it will show up like sewer and water. Do you know. Part of our kind of budget, right. Chairperson Roy said right, there's no specific budget for it, but. Mr. Putnam continued saying so the electric aggregation plan authorizes the Select Board to contract for necessary services to run this program. But again, it does not require any particular course of action there.

At some point, if this is approved and it stood up. Hudson Community Power needs to partner with somebody to do the buying of power, for example. To vet those contracts and have them set up. We would typically we partner with somebody. It's not something I'm qualified to do, that's for sure. And so the Town would have to decide who do we want to partner with to do that for Hudson Community Power. We've already talked with CPCNH in the past and which is nonprofit and then two for profit companies that are interested in doing this. There may be more. Now, we did those conversations over a year ago and so they need to be refreshed so that but that's all after it's been approved by the

voters and we've stood up the process and actually engaged in the process of, I should say, engaged in the process of standing up Hudson Community Power after the vote in the spring. I'm assuming the vote will be positive. So at least 30 days before program launch, each retail customer will receive a notification of the rates and so on that that's baked into the legislation again, the statutes. And so it shows the fixed rate service compared to Eversource. And at that point the customer can decide to opt out and stick with Eversource. And to your question earlier, Ms. McGrath, if you're on competitive electric, you'd be notified of what's going on, but nothing is going to happen automatically. You're not going to be opted into anything. So all Hudson Community Power default service customers will always be able to know the fixed rate at least 30 days in advance and be able to switch supplier at the next meter read upon request with no penalty, no exit fee. So I say you can get out at any time, but it's basically on that monthly meter reading boundary.

Selectman McGrath then asked, does it stay the same, the rate for a period of time, or does it is it like a bouncing ball and it changes every month or every other month? Mr. Putnam replied hopefully it's not a ball that's bouncing, too high. Selectman McGrath replied, no but, you know, that's important to know that people that might want to opt in thinking that the price is going to be, say, \$10 a month and then the next month they get the bill and it's actually bounced up to \$20 a month. Mr. Putnam replied like just happened with Eversource. Selectman McGrath responded, well, I mean well, I'm not dealing with Eversource. My my rate is staying the same, you know, for the period that I signed up for. I'm just you know, those are important things for people to know, and especially given the state of the country and the funding, you know the... everything is going up, all the prices are going up. So if this is going to be if it's going to change, they need to know that if they if it's going to be changing, like on a monthly basis, every other month basis, every six months, once a year. I mean, those are those are important things for people to know before they sign up for this address. Mr. Herndon replied there's a requirement that if the rates are to change, there's 30 days advanced posting of that change and public hearings, I believe, are also required. But so, yeah, there's a 30 day requirement there. And part of the thinking behind community power is to allow communities and through some of these avenues to have more oversight over that to ensure there's not teaser rates. So somebody comes in with a low rate and then it jumps up the next month because you're an individual residential customer and you didn't read the fine print necessarily. But yeah, it is a good point and it's important to have that transparency.

Selectman Gagnon then said I guess, on that point, gentlemen, and I guess to clarify, Selectman McGrath's point, too, are you purchasing this like a pre buy? So I pre buy propane. I pay a set amount. It lasts me a year. Are these pay as you use it so every month it could change or do you does the Electrical Power Aggregation Committee in Hudson say we're going to buy power for the entire town for a year, two years, three years and we're guaranteed the same rate for three years? Mr. Herndon replied, it's a good question. It would depend on who you select as your service provider. So there are some companies that would say, we're going to sell you 12 months of power at this price, and at the end of that 12 months, you can come back and get a new price. And that could be good because you have stability. But it could be bad because maybe prices fall 12 months in and you're under water. So that's one model the coalition, and we'll talk a little bit about Community Power Coalition in a bit, is different in that it is rather than sort of a 24 month contract, there's an active management of a portfolio of different contracts with different suppliers. So with the Coalition does is on behalf of many communities, manage a portfolio of energy supplies and then so there they can adjust the rate as need be to keep below Eversource over time without just being locked into 124 month fixed product.

Mr. Putnam then said, another just to add to that a little bit, another component of the plan and the way things are structured is there are built in reserve funds that would be accumulated and those reserve funds can be used to help provide price stability as well. The details of those are that is in the plan. The fact that they exist and so on and how they would be used is in the electric aggregation plan. Mr. Herndon added, and there's a good slide a little bit.

Mr. Putnam went on to say so this slide has an example of some options that could be available through Hudson Community Power. And one of the questions to the citizens, as we do the public hearings, it's like, what do you want? What do you want to see in terms of options in from a plan or from a program like this? So there would be a default service, which is the left hand column. And our thinking is that the default service would try to have a renewable component that's about 5 to 10%

above the required renewable portfolio standard or RPS amount. Call it at the moment, it's at 21.6%. Next year it'll be 23.4%. So that's required by law from the PUC, I think specifies that number and it creeps up over a few years. But we'd shoot to try to have it a little greener by 5 to 10%, let's say, and at a price, as I indicated before, that would meet or beat Eversource default price at launch. Then on the right hand side, there's three optional products that somebody could choose from. One of those could be a basic service, which we'll call an opt down, which says, I don't want any more green than I have to have. I want the absolute rock bottom price. And so that would be that one as an option that somebody could sign up for, and that would certainly be below the utility rates, but still has to meet the renewable portfolio standard by law.

And then there could be greener options. So a 50% renewable or a 100% renewable, these are these are all possible. And then other things can become possible in the future as well. As we indicated, things like time of use, metering and so on, which we don't have available to us today. So this is where in particular we're looking for feedback from the Hudson residents as to what would you want out of this plan in terms of rate options. And so looking at what constitutes the rate there's two major components of that. Part of it is, is the required renewable content through the renewable portfolio standard or RPS, and that's indicated by the blue bars there. So you can see those are going up over time it's to 2023, 24, 25 from left to right. So it increases slightly. That's from the PUC that's dictated by statute. And the green box represents what additional renewable power we might take into our various offerings. And as I said, that was looked at. This would be, let's say, for the default power from Hudson Power Plan for Hudson Community Power. And I think that this box is at like 6% I think is what we did or six or 7% or something. Mr. Herndon added, I think it's five. Mr. Putnam then said we said that range, but we picked a number for this. And I think it was. Mr. Herndon then said I think that left column, it's 5% more green, the middle column, it's maybe 7.5% green. In the right column, it's 10% green. Mr. Putnam then said that's the green part is up to us to control. Mr. Herndon added, this is an illustration. Not a guarantee. Mr. Putnam said this is not fixed by any means. It's not decided. So I'll turn it over to Henry.

Mr. Herndon started off by saying, so I'm Henry Herndon, and I'm here on behalf of Community Power Coalition of New Hampshire, which is a one-year-old incorporated power agency here in the state formed by 14 city and town communities that came together to create a nonprofit subject to their control and has since grown in membership. Hudson joined in, I believe, October, shortly...Mr. Putnam corrected Mr. Herndon saying, actually in November. Mr. Herndon went on to say, November, shortly after the incorporation, and it's been in its startup phase for the past year in terms of running solicitations to hire firms to sort of the expert services on behalf of the different communities to operate these programs and support development of plans and really just peer to peer education across the state. So I'll talk a little bit about what the coalition is and how it can provide support so locally governed power agency operating on a not for profit basis and sharing expert services across the collective membership. And we've talked about some of these benefits. But, you know, the scale, the economy of scale you get is one town is magnified further by pooling purchasing power across a number of different communities. So spreading the costs over more customers to help lower those costs and get a greater economy of scale. Also being able to hire top national expertise where one small New Hampshire town might not necessarily attract the national experts. The way of 20% of the state, which is the population represented by the coalition, has done through its solicitations. So sharing that expertise across the collective membership, we talked a little bit about the portfolio.

Mr. Herndon continued on saying, so it's the approach of procurement is slightly different than a brokered approach where you hire a broker, they get you a 12-month contract, you come back at the end of the 12 months. So the managing of a portfolio, it's what competitive electric power suppliers do. It's what the coalition will do through its vendors, where they're in the wholesale market, they're monitoring prices as they change. They have a laddering of contracts. So some short term, some medium term, some long term, some with the supplier, some of that supplier, and you can diversify your portfolio and that helps you keep rates lower over time as opposed to getting exposed as you might be if you have one long term contract that market prices change in the market halfway through and it ends up not being so great for you. There's retail customer services, that's the mailing, the notifications to the customers and managing all of the billing that has to occur through the utility on the back end. And then project development is very much contemplated as part of this coalition. So as they're managing that power portfolio, there's the opportunity to sign contracts with developers to

build local generation assets as part of that energy portfolio, which would be an option. It wouldn't be required of any member.

And then the final point I'll make is the public advocacy. So many of the leadership of the community members have been part of this coalition have. There's a number of former legislators and folks are very involved in drafting and authoring the legislation and some of the regulations. So some very strong state policy expertise and helping to give the collective communities a good voice at the legislature to ensure customer interests are represented. One more important point on this slide. So part of this creation of this new non-profit corporation is to create a firewall and shield the liabilities, shield the members' general funds from liabilities. So Community Power Coalition will be the contracting entity for power supplies for vendor services. And those contracts, those liabilities are non-recourse to member general funds. So again, just sort of ensuring there's protection and the members are not liable.

Selectman Gagnon then said if you would, I think I got a piece of what you were laying down there, but can you spend a moment, explain that a little bit more because you're talking about liabilities, which is risk, and you talk about general fund, which is our money, our tax money. Can you explain a little bit more or even use an example of what couldn't happen or what you're doing here to reduce those liabilities?

Mr. Herndon responded saying right. So the coalition is entering into contracts with service providers, folks that will manage procurement, and then we'll enter into contracts for power supplies. So the financing associated with startup that's not there's no way for that financing cost to come back to the individual member that's something that is held with CPCNH and is there's no so if there's a financier associated with the Coalition, they cannot sort of go through the Coalition to a member to recover that debt.

Selectman Gagnon then said so if I may, if I understand that correctly, then you're starting a business per say. And if just for basic examples of that business goes under and you owe debts to a lot of people, they can't come and chase us being Hudson as a member and try to take money out of our general fund to pay for that debt. Mr. Herndon replied, that's correct. To which Selectman Gagnon replied, got it. Thank you.

Mr. Herndon continued with his presentation saying, so CPCNH it's focused on financial stability, unbiased professional oversight and advance services for the members. The text on this slide is far too small, but do want to illustrate the governance of the coalition. So Craig and Kate are a director and an alternate on the Board of Directors, as are the 20 other communities. Each of the 20 communities has appointed representatives to the Board of Directors, so it's overseen by the communities. Communities make all the decisions at the governance level and are overseeing start up overseeing that solicitation for vendors. They just issued a solicitation to hire a CEO or really to hire an executive search firm to hire the CEO. And they're so, strong community involvement across a number of different committees as well. So I won't talk about all of the different leaders on the Board, but. There are there are six standing committees that have been very hard at work across supporting the members with their electric aggregation plans. The Finance Committee, the Risk Management Committee that's doing that hiring process for the power buyers in a number of other groups. So lots of diverse expertise. This just shows the current membership, the 20 cities and towns that make up the coalition and govern it. And that represents approximately 119,000 customers at full enrolment. and this is actually dated but before the price spikes that reflected \$150 Million in annual revenues of energy sales, it's now double that because the supply rate has doubled. So that's just to give you a sense of the scale of the buying power of the coalition. Importantly, those revenues are all going to be controlled by the Coalition and its members. And on the next slide, I'll unpack that a little bit. But controlling that cash flow in that revenue is part of the intent and the design here. Mr. Putnam then said let me just add that while it shows 20, there's 35 plus in the queue. Mr. Herndon replied, there are 35 businesses that have expressed interest and that are some sort of stage of wanting to launch programs or get a seat at the table with the coalition. And part of the attraction is you could join the coalition, as Hudson has, and you have no commitment to actually take service from the coalition. Coalition can work with you, help you get the lessons of your neighbors, develop a plan and at the end of the day, if you want to go and hire another firm, you can do that.

Selectman McGrath then said so going back to what Selectman Gagnon was asking you about. The rates are based on.... what I understand it is people buying into getting a reduced rate for the supplier. How are these people that are whatever their titles are? How is it how are they being compensated? Are they being compensated based on the savings that the buyers are actually realizing when they buy lower rates? Can you explain that to me? Because it kind of sounds like a scheme here that most people might not want to be part of. Mr. Herndon replied, to Selectman McGrath saying, it's a good question. And it's very well timed because it's actually the next the next slide, I think, helps unpack this. And I had another. Somebody told me to change the text where it's hard to read in the colors there. And I'm sorry I haven't done that for this slide yet. But so how does this get paid for? Is essentially the question. So what you've got on this slide is on the left hand, your bill is half and half. Half of it is the grey Eversource poles and wires, the delivery charge. Half of it is the supply. And that could be Hudson Community Power is that blue part as you have on that page. If you look at the bar chart to the right, the vast majority of your energy supply rate in this example, \$0.10 a kilowatt hour, that blue chunk is paying for electricity. There are other pieces of that rate that pay for other things. There's a grey bar in the middle there that is the overhead, the cost of the vendors that are buying electricity, the credit and the financing to finance those initial purchases and other overhead costs. So that's built into the rate. The third piece is the green bar on top. That is the reserve accrual. So if you're a competitive supplier, what the green bar would represent is their net profit on top. They buy electricity, they pay for their overhead, and then they collect 8, 12, 15% profit on top of that. What the coalition does is it captures that net margin or that profit and it holds it in reserves on behalf of the members. The purpose of those reserves is a couple of things. One is if you have a healthy reserve fund, you accrue some cash. It's a rainy day fund. Prices change in the market. You don't have to jack up your rates because you've accrued a healthy reserve fund. Beyond that, it can also be sort of it helps the credit worthiness of the coalition. And if you want to contract with a solar developer to build a local project, having that cash reserve will attract financing. It will allow you to develop projects. So in terms of like how does this get paid for, there is the it's helping sort of give transparency to you have an energy supply rate. Most of that pays for energy. Some of that is overhead cost and some of that is reserves.

Chairperson Roy then said so just kind of I think this might clarify it. I'm not sure you can correct me if I'm wrong, but this board of directors, is that a paid board or is that a board of volunteers? Mr. Herndon replied, the board is all volunteer. Chairperson Roy then said so just the staff, the CEO, the people that administered the program are paid employees? Mr. Herndon replied, that's right. So right now there's myself, I'm one of two consultants. I'm paid out of grant funding. There's general council and there are a number of firms that are currently the general council is contracted under a deferred compensation contract and the vendors will do deferred compensation contracts. I'll say what that means. So legal counsel has been under contract for about six months. Nine months. They will be compensated after programs go live. We start selling electricity and the revenues start coming in. Until that point in time, legal counsel won't be gone, won't be compensated. Same for the vendors that are going to procure power that are currently we're currently in contract negotiations with and we hope to execute those contracts November. Mr. Putnam then said and if they never go live, they never get paid. Mr. Herndon again said so it's deferred compensation. It's also called an at risk contract, which means say we sign a contract with Ascend Analytics to buy our electricity and coalition never launches. Then the effort that Ascend puts in upfront, they will not be compensated for that. They will be compensated once the program goes live and the cash flow begins. Mr. Putnam added, once revenue begins. Selectman McGrath asked, and what about local boards that monitor or assist with this program? Mr. Herndon asked, local boards such as this board here? Selectman McGrath replied, I'm not talking about the Board of Selectmen. I'm talking about the Sustainability Committee or the what do you call yourself, the Aggregation Committee. Mr. Herndon replied, Right. So the purpose of the committee, this committee is to develop this plan so the town meeting can approve it, and then to advise you as the Board of Selectmen. it will be your decision on if you want to sign a contract with the Coalition or with a private broker to implement the program after town meeting. And you're in no way obligated to do that. But it's that's a decision of this Board is to decide whether or not to hire a firm to run the program. Mr. Putnam added, in terms of compensating us, we're not.... we're volunteers. Selectman McGrath then said that's kind of what I was getting at. And but are we going to need some sort of an agency or a committee or whatever the term was that you just used to monitor the program and run it for us? Is that I mean, we need to know that if we if you think that that's something that we're going to have to do. We're going to have to determine what the cost of that is going to be Mr. Herndon then said right. And the folks who put the coalition together, a

lot of their thinking was let's take the burden of hiring staff off of every individual town. Let's put those staff in a central, nonprofit, locally controlled entity, the coalition, so that they can be available to each town. And each town doesn't have to hire their own power experts. So the coalition will essentially be an agent of you. Your shared staff across the other communities to do those things. I think you do want to have representation on the Board, which you have, and you can have local committees to sort of monitor. One community, Durham is putting together sort of a they called it a workgroup or a task force to keep monitoring programs. So oversight is important.

Selectman McGrath then said just to clarify, there won't be one person on this Board that's going to be part of that. We're going to be a board that's going to vote on whether or not this is implemented for the sake of the citizens. But not one of us is going to be part of that board. Just want to be clear. I want to be clear about that. Mr. Herndon replied I understand. Yes. But so right now you have put Craig on the Board of the Coalition and he sits on that board and he has a vote on that Board.

Mr. Putnam then said so we're a little advanced, but that's fine in the questions. So there's after the town meeting, let's assume that the warrant article passes and now we are into the next phase of this whole thing. We have we... Hudson have a choice. And at the moment it's a it's a choice of choose one of three, but it might be one of more than three CPCNH is is one of the entities that we Hudson could choose to partner with and use their services to run help us run Hudson Community Power. So at some point we'd need to buy, let contracts and buy power and so on. And so who do we do that with? You folks don't have that expertise, and I don't have that expertise. So somebody has to do that and we partner with somebody to do that. They're paid for out of the rate. So that becomes part of that gray bar there. Correct me if I'm wrong. Yeah. So whatever rate is decided for Hudson Community Power, that would that would pay for those services that we need to get in order to purchase power contracts and manage all of that and so on. So that's a professional group that does that. CPCNH is setting themselves up to do that. So we could choose down the road to partner with CPCNH to do that. But there's for profit companies that have been knocking on our door as well, and that's a broker model. And those are perfectly legitimate alternatives for us as well. So after the vote, which we hope is successful, there's more work to be done, which is so how do we want to go? Do we want to partner with CPCNH? And there's a lot of benefit in doing that, but it's not the only way to go. And other towns are have the same decision ahead of them. We're not we're not alone in this by any means.

Mr. Herndon added, so one other detail here is some. Hudson's in a nice spot because it's sort of possibly wave two. So there's a number of communities that might go live April, May of next year, including potentially Nashua. Wave one. So if Nashua goes live, let's say in April and May and next year, then you'll be able to see OC every source rate is this Nashua was rate is this natural with the Coalition they got a better rate great or natural with the coalition and they have a higher rate they I think they're writing into their plan that they will not launch unless they get a lower rate guaranteed. But Hudson has the benefit of seeing how this works in some of the neighboring communities, potentially as soon as spring next year. Mr. Putnam then said so it's complicated. To which Mr. Herndon replied, right? Yeah, especially this sort of having a new this new coalition with this board of appointed local representatives. It's it is a little bit of a new model for the power sector for New Hampshire. It is it does exist elsewhere.

Selectman McGrath then said so I just want to make a comment because I've noticed this I've highlighted it on each page that it appears you refer to us as the Select Board. Two words. We're the Selectmen. We have I mean, the voters would have to authorize changing the name of this board because that first of all, it's going to require that we change all of the all of the letterhead, all of the envelope. I mean, there's going to be a cost to it. Mr. Putnam interjected saying, if we're using the wrong word...Mr. Herndon said it should say Board of Selectmen. Is that? Selectman McGrath replied, or selectmen. Mr. Putnam replied, okay, we'll change it. Selectman McGrath then said well, I'm just I'm pointing it out because it's well, some people call us the Select Board because that's the in my my opinion, the "woke" part of this whatever we're doing. But it's always been referred to as the selectmen, whether it's men or women on the board. And so until we can until it's changed by the voters, we're going to be going by that. Mr. Putnam replied, well we'll fix this to reflect. Mr. Herndon added, yeah, that's a typo. Yeah.

So as Henry indicated, each member meaning member community, Hudson, Nashua and so on, has appointed a director and an alternate. I'm the director, Kate's the alternate, and our role is to represent Hudson and oversee the formation and the governance and the operations of CPCNH. So I serve on a couple of committees and as do most all of the members, all of the appointees from the member communities. And so the Selectmen of Hudson, with the assistance of this Committee, will at some point, if this has stood up, contract for services. And the plan is we were getting at in just a minute ago, the electric aggregation plan assumes, but does not require Hudson to participate with CPCNH to provide those services. I'll acknowledge that there is a tilt in the document towards CPCNH, and that's for good reason. There's a lot of benefit in considering CPCNH, but it's not, it's not a done deal.

Selectman Guessferd then asked so whichever option we choose, if we, when we go out and we choose a partner, whether it's CPCNH or whether it's a separate partner, we would still it would be the same formula in that we would not pay, there would not be any payment coming out of citizens and taxes. I just want to make sure that no matter which way we went, that would be that would be the case. That would be the model that. Mr. Putnam replied the statutes require that there's no tax impact and that the program has to be self-funded. And so one of the advantages, of course, of using the Coalition is, is that there, as Henry was indicating, there's this expertise and resources and the legislative advocacy and so on. So, as you know, I'm being upfront in the way the plan was written. There is a bias towards CPCNH, but it's not a commitment.

Mr. Putnam continued with his slide presentation saying, so this slide is for those that are more visual learners and tries to show the relationship between the major players. and so on the upper left hand corner we have Hudson Community Power and the Electric Aggregation Committee within Hudson and the and the Selectman. The committee has drafted an electric aggregation plan. That's the 70-page document and the Selectman needs to bring that to authorize that to...authorize that to go to town meeting for a vote in the spring. You would also have appointed the CPCNH Directors. Kate and myself and you would ultimately oversee the operations of Hudson Community Power and monitor CPCNH at the bottom as Henry indicated, it's formed. It's up and running. It's governed by, at the moment 20 member communities, which includes Hudson. It's 19 cities and towns and one county, if I'm correct. Mr. Herndon added, yes, except that Canterbury and Wilmot and Sugar Hill all joined in the past two weeks, like 23.

Mr. Putnam replied, 23, I stand corrected. Thank you. All right. So the slides have gotten out of date already. So Hudson Community, sorry, CPCNH has this community appointed board and committees. It has. It's bringing on board expertise, expert staff and vendors and so on, and ultimately intends to provide power and serve the customers. And then CPCNH is providing comprehensive services to Hudson and other member communities. One of the things that has to happen going forward is that the draft, the Electric Aggregation Plan that that has been written has to go to the PUC to be approved. The good news is that Lebanon's electric aggregation plan has gone to the PUC and has been approved, and our plan is largely based on the same template that Lebanon used. So that bodes well for Hudson's plan being approved and several others. What it may be about four or five have gone to the PUC. And then there's the rest of the wave one towns are about to go to the PUC. Mr. Herndon added, this is the month when many plans are being submitted. Mr. Putnam went on to say and so presumably the PUC would approve our electric aggregation plan as revised by input from you folks and the public hearings that are yet to happen. Eversource continues to, as I indicated earlier, maintain the wires and poles and all of that. Their role really doesn't change a whole lot at all. And that ISO New England is is where power is being acquired from. That's where the generators live. And so that's the market that would be powered would be purchased from.

Mr. Putnam went on to say so let's look a little bit at the timeline going forward. So Hudson's Electric Aggregation Committee has been studying this concept of community power for actually quite some time. The Committee was formally created just about a year ago, authorized by the Selectmen as a subcommittee of the Sustainability Committee. And we have been hosting these presentations from potential power purchase purchasing service providers since the summer of 2020. Those are those partners, potential partners that I referred to earlier. We need to go back and refresh with them, given everything that's happened since, because at the time, back in 2020, the PUC rules had not been finalized. There's a whole lot of things that were still very much up in the air, and those are largely settled now. So it will be time in the spring, after the warrant article has passed, we'll make that

assumption, possibly earlier. But certainly by then we'd engage with these potential partners again. And in the process of who do we want to deciding? Who do we want to partner with? Select Board officially had Hudson join CPCNH in November or early November last year. That's when you signed the Joint Powers Agreement. And so that gave us access to these resources and the expertise of CPCNH and developing all of this. And it also membership in the CPCNH enabled us to more easily than, than it would have been otherwise to develop the energy electric aggregation plan and bring all of this forward.

So as noted earlier, two public hearings are required. So the dates are there November 15th and January 17th are what's available at the moment. Those are what's booked, I should say. And after those two public hearings are held, then there'll be a final draft of the electric aggregation plan and that will come back to the select Selectmen for approval. And it wouldn't be until after it was approved that it would be submitted to the PUC. So there's this these interactions and we're we have several balls that we're trying to advance down the field simultaneously. In this process. And then the town meeting in the spring will consider the resolution or the warrant article to approve the electric aggregation plan. And again, voting to approve that plan does not commit Hudson to any particular course of action. We are in, we, the Electric Aggregation Committee are in the process of holding some information sessions. We have a planned interview later this month. I think it's the 28th with Flo Nicolas of Tech Smart, I think is the name of her show. Thank you for paving the way for us, Selectman Gagnon. And we're going to we're going to do an episode of her show on Community Power and that will be broadcast on HCTV and elsewhere.

Mr. Herndon added, I think it may be a little more high level than the nitty gritty details we're all into. Mr. Putnam replied, yeah, absolutely. And there was also we stood up recently, about a week or so ago, two weeks ago, the HEAC website, which is a subsidiary website of the Sustainability web page on the Town website. So there's lots of information there and there's a link in the website to the draft plan. This this presentation will also I'll have I'll ask Lorrie Weissgarber to upload it tomorrow. So this will be there as well. I'll make the corrections to turn it into Selectmen before I give it to her. And so to continue. So at some point, my assumption is, is that the Selectmen need to vote on this resolution. And so I don't I don't know when that would be. So that's why it says uncertainty.

Chairperson Roy said yeah, I have a couple of draft motions here, but I'll obviously wait until we're all done with the discussion. Mr. Putnam then said and then if it's if the if Hudson Community Power is approved, there will be another public hearing after the mailed notifications go out. I think that's also required by statute, if I'm not mistaken, so that each resident understands what the program is. So these two first two are to educate and ahead of the warrant article being voted on in the town meeting. And then then after HCP is stood up, then there's another public hearing, at least one that's required as we get closer to actually starting up the program. So that's I think that captures pretty much everything there. So I have a proposed warrant article. This is based on texts that other towns have used and it sort of references the electric aggregation plan. It incorporates it by reference because the document itself is 70 pages and there's way too much there to be in the warrant article. So basically, I think this is the right way to do it. And as I'm thinking about other warrant articles that I've seen, the tax impact of this is none. by statute, and I don't know how the Select Board will vote, but...Selectman McGrath interrupted saying, Selectmen. To which Mr. Putnam replied, Selectmen. Thank you. Selectman Guessferd said let's get the right term. Chairperson Roy replied, I know. Selectman Guessferd then said one way or the other, whether it's selectmen or board of selectmen or whatever it is, I'm not sure either one of those is I mean, we say Board of Selectmen. What is the proper term? I guess we can talk about that later. Chairperson Roy replied, yeah, that's probably I'm not sure for a more relevant time. Selectman McGrath then said I think the voters has to decide.

Mr. Putnam then said so that's a proposed wording for a warrant article. And so we've certainly taken questions along the way. But now we'll open it up. And thank you very much for your attention. Chairperson Roy said I do have some questions. So some of it I just want to be perfectly clear about. I guess the, the entity of the Town involvement. So nothing flows through Town Hall, Right? So I get a bill. it doesn't come to this building right? When I, when I write out my check and I send it in the mail, it goes to. Right. Well, a Town employee doesn't... is not involved. I just want to be perfectly clear about that, that we're not in any piece of the administration of the program.

Chairperson Roy went on to say, and then I have some concerns about and the kind of overall concerns about the opt out portion of this, because when I see that, what I think of is little tiny letters at the bottom of a of a thing, and then you miss it. And if you wanted to opt out, you didn't get your opportunity because you didn't see that. So what how is the messaging going to go so that citizens know that what they have to do to either be part of the program or not be part of the program? Mr. Putnam replied saying, so my understanding is what is required as these mailings need to go out to all of the default customers. So all those customers, retail customers that are on Eversource default. So once it's approved. The warrant article passes. And at that point and I think it has to be after the EAP is approved by the PUC at that point, I think we can go back to Eversource and get the more detailed customer list. am I correct on that? Mr. Herndon replied, that's right. Mr. Putnam continued speaking saying, that's the order. And so we then get the more detailed customer list and then can cause in the "we" here is CPCNH because we decided to go with CPCNH and their vendors do this on our behalf or whoever we, whoever else we partner with, we would have them do it on our behalf. But a mailing goes out to all of the default customers at least 30 days ahead of the switchover date.

Mr. Herndon then said and I think so part of the question is what is the design of that mailer? What does it look like? What is the messaging? Chairperson Roy replied, right. Mr. Herndon continued saying, and so what will what the coalition will do is develop those initial mailers for wave one with those communities in partnership with them this fall and this coming winter. So that's a process. Whoever your service provider would be, you would want to be involved with that service provider and saying, we're going to have hands on of making sure we approve the kind of opt in/opt out notices that you're sending. So you could participate in mean, okay, this isn't hidden in the fine print. This is very explicit. And we like the messaging and the framing here. Selectman Gagnon then said and if I may just clarify, I think what you're saying, let's say someone gets opted in and they really didn't want it to. They missed the mail or they missed something. They're going to switch over to the power aggregation wherever you choose for power. And then if they finally realized, oh, I don't want that at any point they can switch back. Chairperson Roy replied, and I understand that, but if they never wanted to be involved, they should have the choice up front. Mr. Putnam replied, and they will have that option. Mr. Herndon added, or the intention is certainly not to sneak this by folks. The intention is to do a lot of public education and let folks know and be very sort of transparent and accountable.

Selectman Morin then said so somebody doesn't answer your mailing. What happens to them? Mr. Herndon replied, after 30 days they will through the back end, through Eversource and the service provider, they will be moved on to the Hudson Community Power supply rate. They'll still get the bill from Eversource. The bill, instead of saying Eversource Default Supply will say Hudson Community Power Supply. Selectman Morin replied, and you know what I see happening? That's going to be a nightmare for us if somebody didn't return their card and then all of a sudden things change. Mr. Putnam replied it won't be just a card. There will be multiple ways for them to respond. Selectman Morin replied, no, I understand but you send them a card, they don't send it back. They get moved. They don't know about it. That's going to be a nightmare for the Town Chairperson Roy replied, right. Because and I guess that's part of my point is they'll reach out to us, to the Town. Right. And I also understand there's some practical issues there that you're never going to reach everybody. But if we could put another like, coordinate with HCTV to put some PSA's up about, you know, what the process is. Mr. Putnam replied, it doesn't have to be just the mailer. My intent is to have this broadcast in multiple ways. Absolutely no hiding the fact that that here's how it works. And you need to respond in some fashion, whether it's by returning the mailer or on the website or a phone number or whatever, all of those will be available to people to respond.

Selectman Morin then said so why if they don't respond, wouldn't you just leave them on Eversource instead of changing them? Chairperson Roy replied, because they're using an opt out as opposed to opt in. Selectman Morin replied, I understand that. But if they don't answer you, they should just stay on Eversource because I can just see what that's going to do. And I don't I don't see it, I don't see it fair that this committee or this group is changing people's power source if they don't answer. You know, that's kind of taking a right away from them. They don't answer, that's their choice. But you shouldn't move them just because they don't answer. Mr. Herndon replied, I think one way to think about this is they have a choice now. They have a choice with Hudson Community Power right now. If they don't do anything, they're stuck with Eversource. If you know, the purpose of this is to save them a little bit of money. So it's one more option where instead of the Eversource default, which

might be inferior, you have a new better default. Selectman Morin then said let me throw this at you then. You belong to an insurance company that we set up a committee like this that picks insurance companies to make it cheaper. You're going to want somebody to change your insurance and you don't know it? That's what I'm saying. You see my point?

Selectman Guessferd then said and, you know, and quite frankly, I like I like the whole concept. I like the whole idea. But this one aspect of it is the one aspect I have a bit of a problem with is the fact that you're.... Chairperson Roy interjected saying I would be much more comfortable with an opt in as opposed to an opt. Selectman Guessferd then said everybody. I mean, we educate everybody. We go out there, we do all the things we need to do to get there. But we but the opt the opt out piece is a little uncomfortable as well. From my perspective.

Selectman Gagnon then said I guess my take on it, though, is really for the program to succeed not in a malicious way. The opt out, the opt out way is really how the program gets its legs. And and let's play this out. I take, I understand you changing people, especially in New Hampshire everyone has a right. Changing that, you know without getting their written consent is a concern. But the end result is lower cost for them. I mean, how could they be? You guys are saying that they're going to be mad calling Town Hall. Why would they call town hall? They would never have any idea Town Hall is involved. Selectman Morin replied, why do they call town hall now for stuff that has nothing to do with us?

Chairperson Roy then said, and the my point is, is to me, like, it's almost like taking a choice away, right? Like. Selectman Gagnon replied, but they're not. The choice is always there any time they want it. Chairperson Roy replied but then if you, if you if you don't check that box right and then all of a sudden the next month you're like, wait a minute, how did this happen? Right? now you have to do more work to undo it. Selectman Gagnon replied, why would you want to undo it if it's a lower cost? Mr. Herndon then said the choice is made.... Chairperson Roy interjected saying but it's a choice. It doesn't matter. But the reasoning doesn't matter. Mr. Herndon then said the choice is made a town meeting. Selectman Guessferd replied, we all know how many people vote at town meeting. Okay, let's be serious. All right. And and we also, you also need to understand, we also all need to understand human nature. It's like a lot of other things. You know, you get you get a free week of something, you know, and unless you actually contact them to opt out of it, you're in and you're paying, you know, and again, I don't I look at this as in the end game, most likely there are citizens are going to benefit. But it's like part of me, you're going to say, well, you're going to benefit. So we're going to do this for you know, I got a I got a problem with that.

Selectman Gagnon replied but it's an insurance model. Selectman Morin replied I got to tell you, if that doesn't change, I'm going to vote against it because I think you're taking people's rights away.

Mr. Herndon then said maybe I could ask a question. One of the things I'm hearing is if this were to be considered by the Selectmen, public education and public outreach would have to be a really key part ...Selectman Morin interjected saying you'd have to change it that you opt in instead. Chairperson Roy said I personally would be much more comfortable with the opt in model. I understand your point, but that's not the reason Everybody just doesn't do something just because it's a little cheaper. There could be other reasons. I don't know. Maybe they own stock in Eversource. I don't know. Right. But they should have the option.

Selectman Guessferd then said let me let me ask let me ask you guys something now, based on some of the feedback you're getting here, if we insist on that, is that a deal breaker? Mr. Herndon replied so it defeats the purchasing power. You no longer have an economy of scale. Selectman Morin replied see and that's where we were going with that. If you guys don't have the... and that's one of my questions that I was going to ask later on and that you just answered it. So you're kind of forcing people to join it in the term. So I'm not saying you are, but you're taking that right so you can get the better benefit. Well, they may not want it. That's why I want them to have the choice to opt out instead of... Opt in I mean, the opt in instead of out.

Mr. Herndon then explained, I think to try to get at this a little bit. So if you do an opt in program, it's essentially no different than what's what the option is right now, because right now any individual customer can go and shop. It sounds like some of you already do that. So it's the opt in program it's

sort of.... Selectman Gagnon said you're an individual. Selectman Morin then said the problem is can we compete with those companies because they have so many people that we get to opt in because I had a choice, I could stay with Eversource with this rate or I could opt into one of these private companies. Why can't this be the same way? Mr. Herndon replied because you'll get better pricing if it's an opt out. Selectman Morin replied, can you prove that to me right now? Mr. Herndon replied, I can't in this moment, but I can tell you that other states have done it. And I can tell you that when programs go live, you'll have an opportunity to see for yourself. Selectman Morin replied, okay, that was one of my second questions. So thank you. Can we get some information of other states? Mr. Herndon replied, yes. Selectman Gagnon added, and we can even follow Nashua, maybe in the spring.

Chairperson Roy then said okay, I get that. But I, I sort of want to keep going down. I have I have another question for you. If we do this program. Do we become a lower priority for services on equipment for Eversource? Mr. Herndon replied, no. Eversource. Their revenues will remain completely unaffected. Chairperson Roy replied, that's not my question, though. If we if we have say say we have a blizzard and this lines down, does Eversource take the non-conglomerate customers first and fix that first? Mr. Herndon replied, Eversource will continue to consider all the customers its customers equally. They're completely indifferent to where supply is coming from. They don't show up to you, the folks who are buying competitive supply on their own any later, it's no different. Chairperson Roy replied, okay. That's all I have right now.

Selectman Gagnon then said I think from my layman understanding to the power company, has a very interesting profit plan. They make their profits based on adding an increase to their cost. They can only charge so much profits through their service delivery. So that's kind of a mute business to them because they can't make much there. And so that's what we're talking about. Switching here is the service part, the hardware, they actually make money when they keep building hardware, they make money on that. So we'll still have that opportunity to make those profits. Mr. Putnam replied it would not be in Eversource's interest to treat customers like second tier customers. I imagine the PUC would have kittens over that.

Selectman Guessferd then said well, it may be subtle. It might end up being something that we don't even actually see or we can prove. But I get it. I mean, on the objective, it would be a hard thing for them to do, you know, to treat some communities different. Say, okay, we're going to go to Hudson last, you know, put their power on last. I think that would be a tough a tough thing for them because you could almost prove it, you know, and like you said, the Public Utilities Commission would not look kindly upon that sort of scenario. So but still, you worry about it a little bit.

What's the minimum number you need of ratepayers in this town to join this? Mr. Herndon replied I don't have an answer to that. You do have. So it is an option under the legislation to do opt in programs. You do have that as an option. The legislation as originally written, and I think 1996 only allowed for opt in or actually I believe it was changed sort of last second to only be the opt ins. And then it was not used for 20 years in that state because the opt in sort of defeats the purpose of the program. But that doesn't answer your question. But it's just a little context. Selectman Morin then said my concern is you've got to make some money somewhere to pay the bills. So you've got to have a certain amount of people you're expecting per community, correct? Mr. Putnam replied, right. We don't know that number.

Selectman Guessferd then said but I understand that. I mean, it's a business model. I get it. It's a commercial business model that you on day one, you're going to have all these people there Now, maybe a month later, you're not. But on day one, they're there. So you're showing that as your base. And by having the opt out language, they're able to, from a business perspective, prove that this is our these are our numbers. These are what we think our numbers are going to be and people are going to have you're not going to have that many people that are going to opt out initially. Mr. Herndon added 5-10% opt out. Selectman Guessferd replied, right. Right. I mean, I know I mean, again, I'm not saying that in defense of it. I'm just saying that's the reality of the business model, which makes it viable for you to go out and you can go to your providers and say, we're going to have this many people on day one, you know, and all these other states and all this other all these other communities that we've worked with have proven this out. So you can do that when you're negotiating with your providers. I get it. For us it's, you know, and I get that balance trying to figure

out that balance. But in this way, it's kind of at the cost of a choice. Chairperson Roy agreed saying, right. Selectman Guessferd continued saying and I think I think what you're going to find is almost in the end, there'll be a delay. But in the end, you'll probably have as many people that will, will that will end up in the coalition because they'll see that the rates are lower. But again, to get those rates initially low, I know you've got to essentially almost promise them that they're going to have this many customers, they're going to have this much energy that they're going to be able to sell. And you're buying that energy ahead of time. Mr. Herndon replied Yes. So and sometimes they refer to customers as sticky in the industry, which means they don't they don't opt in, they don't opt out. They do whatever the default is. So, yeah, if you do an opt out program, you maybe get 5 to 10% opt out. If you do an opt in program, it's very rare you get more than 5% of the community to participate.

Selectman McGrath then said I just wanted to comment that this only refers to the supplier side of the bill, right? Mr. Herndon replied, yes. Selectman McGrath then said so if Eversource goes up on their rates, it can offset any savings that they may be realizing from opting in to this. Mr. Herndon replied it's the savings are Eversource will have a supply rate Hudson Community Power will have a supply rate and the difference between those that's where your savings comes from. So if their delivery rates going up, that that's sort of a separate. Mr. Putnam said it goes up for everybody to which Mr. Herndon agreed. Mr. Putnam added, it's not it's not a delivery rate for Hudson Community Power. It's Eversource's delivery rate. Period. Selectman McGrath then said it would be nice, I think, for the residents of this town to realize the savings wherever they can get it. And if it's if it's this program, then hopefully they can realize that. But it needs to be crystal clear. Crystal clear what their, what they're actually opting into. And I and I agree that they have to opt into it. You can't just can't just decide for them and put them into that program. And then all of a sudden they've they're not happy. So I agree with my colleagues.

Selectman Morin was recognized and said at this point, because of the way the State of New Hampshire is and we don't have anybody that's doing this, I would like to defer this tonight. We have plenty of time to get Warren articles in. I'd like to see some numbers from the other states and some other information. Chairperson Roy added, I was going to suggest the same thing. Before we make any motions. Selectman Guessferd added, I would agree. That's a good, it's a good, good point.

Mr. Putnam then asked, so what's the what's the timeline we're working for to get those numbers to you? Because I thought warrant articles needed to be in within a month. Mr. Herndon said there's a report from Massachusetts I could send around tomorrow with those numbers. Selectman Morin replied, if you can just send to the Selectmen's office so they can get it to us. Chairperson Roy added to Jill here and she can get it, she can blast it out to us.

Selectman Morin then said hearing what I'm hearing from the rest of the Board, there is some concern about the opt in. If we can get some information on that. I mean, it can put somewhere in the contract or in the plan. Look into that and come back and give us some information on that, because right now I'm not sold. I really have concerns about putting people in something that they may not even be aware of because we find in voting, let's take when we went to two districts, we sent mailings out to everybody and look what happened. And that's my concern.

Chairperson Roy agreed saying, right. Overall, I'm not a big fan of the opt out thing of, you know, portion of it kind of leaves a... like he said, you know, you sign up for a week and all of a sudden you're paying for a year because you didn't realize what you were doing. But so I want to make sure that our citizens know exactly what's going to happen with their electric bill. Right.

Selectman Guessferd then said well, yeah. And and it just it it comes down to the balancing, right. Balancing on one hand, getting a lower rate for the citizens. We all want to pay lower. We all want our citizens to pay lower costs. And giving them an option to to do to have free will to to make. And so what is it's a balance and not sure the balance is there yet in terms of what we've seen. But I, I love the idea of saving money and having and again, I do understand the business model and why you're doing it this way, but I'm not sure that that's going to be received.

Chairperson Roy said I also like the like the concept that's here. I just I can't quite get there yet without more information.

Selectman Gagnon then said this is fascinating conversation to me because I'm a little baffled. With all due respect, we have two individuals who have this service who've chosen this service. Selectman Guessferd said, well, not this. I mean, you talk about alternate providers. Selectman Gagnon replied, yeah. Selectman Morin said but we chose it. Chairperson Roy said you opted in. Selectman Gagnon went on to say and then you have a community who's been an outcry over electrical bills right now. And this is just to save them money. We're not signing them up for a free cruise that's going to charge them \$1,000 next week. And there's opt out whenever you want it.

Selectman Morin replied, let's look at the community. They may have a problem with the electric bill, but if you change something on them without them realizing it, that's going to be an issue. Chairperson Roy agreed saying, right. I mean, it's a matter of they should and they should be able to do their own before they make a decision like that. Whether they're going to opt in or opt out, they should be able to have the opportunity to look at everything and then make the decision. I get it. And again, I think the concept is amazing here, right? It's just that when you're arbitrarily, I guess, doing something for somebody that kind of rubs that doesn't rub me the wrong way. We could go into a whole thing about choice, right? Selectman Guessferd said oh, it's a bigger. Chairperson Roy continued saying, that we won't, but we could. And it's it's a choice. And they should be able to make that choice to opt in.

Selectman Gagnon then said I think there's other ways out. I'm seeing this as pretty black and white. It has to be opt out. That's how the business models structured. If it's opt in, these guys are wasting their time. Let the guys keep knocking on our front door and giving our sales pitch to our residents. This whole this whole this whole program falls apart. Selectman Morin then asked but if they sell it as they say it's going to work. It shouldn't be an issue.

Mr. Putnam then said I guess my question is, given that that the program likely might not succeed if it's opt in in Hudson, that we based it on opt out because of the stickiness issue that Henry mentioned, what level of community engagement and education efforts and so on would get you to the point of where you feel that we've done a good enough job of reaching the vast majority of the people. I understand there's a basic principle that you don't like. Selectman Morin said you're not going to reach a vast majority. That's what we're telling you. Chairperson Roy then said so and that just sort of begs not another question. I think it's what you already asked is, so what's the minimum you need for them to opt in? How many how many folks or households would you need to opt into this to make this program work? Mr. Herndon replied, it's more a question of the cost increase of you have to the cost of acquiring customers becomes high. It becomes very expensive to go you're going to knock on all the doors or whatever it might be. So it becomes very expensive to bring people into the program. Chairperson Roy then asked, so you're counting on people. And I guess and I'm not don't take this as like accusatory, but you're accounting on people not paying attention and just letting it happen. Mr. Herndon replied, no, we're kind of people being informed. And I think so this discussion has been has been very helpful in sort of understanding what would make you more comfortable with the program. But a number of those things, I think, you know, one, let's say a program launched next year and they said, here's Eversource's rate. We're now saving everybody in town, 10% on supply rates relative to Eversource. You know, that would be a pretty I think that might contribute to a compelling argument for do you want to you can you can take an action and save everybody 10% on their electricity rates that are all going through the roof right now or not. That's one thing. And I think the making sure they are informed. So you know, design of mailed notifications, that is something that you felt comfortable with being very clear. Good education, good information. I'm wondering if these are things that would.... Selectman Morin replied we've got a history of mailing things. It didn't work.

Chairperson Roy then said so I would I would want to see what you would what you would come up with the way....Mr. Herndon interjected saying you want to better understand how the customers would be informed because the goal is not to not inform customers. The goal is very much to make sure customers know what...Chairperson Roy replied, that's actually not what I said. But what you're banking on is that people won't do anything. Mr. Herndon replied we're banking on them, read a mailer and say, we just saved you 5-10% of your electric rates. You can choose Eversource or someone else if you like, but if not, welcome the Hudson Community Power. And we're going to continue to grow this program with you over time. Selectman Guessferd replied, and those citizens, a

lot of them are going to go, what the heck just happened? You know, again...Mr. Putnam said if you if nobody reads the mailer, nothing would have happened. Selectman Guessferd continued saying, I know we saved you. This is a this is an interesting discussion, by the way. I see both sides of it. I really do from a business perspective and from a citizen perspective. But it's in the past now, the customer has saved money. And what you're banking on is that they're they're going to be less upset that they weren't informed that than, hey, I saved money. But I can tell you what, there's a lot of people out there that are going to go, yeah, I saved money, but gosh darn it, you know, somebody should have said something to me or whatever, or let me make my make me make that choice. Yeah, maybe in the end, the end game is is good for, for folks. But I guess part of it is to looking at you mentioned our community. This community is is tends to be very much, you know independent minded and it likes to make choices on its own. The problem is on the other side of this is that at town meeting how many people vote you know right. You have 4000 people out there that are voting. Again, not saying anything negative about you guys. I understand the business model, but there's you know, when you're going through this whole process that there is a huge percentage of people that are going to be on your books day one, because either they weren't paying attention and no matter how much we inform them because there is, like you've said, we inform people, we can inform to the cows, come home. But but the majority, I say over 50% of the people, you know, are kind of going along and living their lives. And not that they're not paying attention per say, but it's just they're distracted to doing other things. And next thing you know, this comes in. Yeah, they might go, hey, wow, save me some money, but there's going to be a lot that are that are going to be like, wait a minute, I, I wanted to have my own choice. And whether that was one of these other providers, you know, independently or Hudson Community Power or Eversource, we tend to be the kind of society where once we're in a place and we feel comfortable. We're not going to make a choice at that point. We're going to be like, okay, you know, so that's what you're banking that's what we're banking on here, is that people are going to get into it and go, yeah, you know, they're just going to look at their Eversource bill and see that it's less. They might not even see Hudson Community Power on there. They just might see my bill is lower. Okay. And that's a plus. That could be a plus or, you know, I mean, it's obviously a plus for saving money. But I think what we're concerned about is just that other piece of it is, you know, and you're right, we will I don't, I don't mind the fact that people will contact us because that's what we're here over here for. But we're going to be at the spear at the point of the spear when people are like, what did you just do?

Selectman Gagnon asked, is there a way to ease or I don't know how how do you ease those concerns? Do we have a survey that go out somehow multiple ways and say, do you mind if we save you some money? Like who's gonna say not to that. Chairperson Roy replied but, again, but Brett...Mr. Herndon then said there will be a call center for the coalition for customers.

Selectman Guessferd then said well people are going to be saying, are you really going to save me money? Selectman Gagnon replied, All right, ask them do you mind if we switch something on you to save your money? How do you want to word it? Could we make them? Could we make a...I'll stand out in the road and say, will you. Will you be mad at this? How do we answer your concerns? Selectman Morin replied, I know what you're saying, but the problem is, people...we'll get the people that watch this meeting, the people that go to town meeting and then everybody else, some stuff comes to your house goes right in the circular file. And that's my point. Chairperson Roy agreed and then said and to Selectman Guessferd's point if I remember the number correctly was we had like 14% of the voter's vote. And what we're you know we're saying is that we just let other people make our choices. Selectman Gagnon replied, that's a bigger issue. These gentlemen and even us can't fix that. We ask people to vote. We can't fix that problem. Chairperson Roy replied, again, I still have concerns about the whole opt out thing. It just doesn't sit right.

Selectman Gagnon then said so I guess just the way I professionally put it and I do this at work too, is if you're against something respectfully, can you at least provide an avenue for these gentlemen to convince you otherwise? Chairperson Roy replied, I did. It's that...and I get the business model. But they're banking on people aren't going to be paying attention. Selectman Gagnon asked, so how can they convince you that's an okay practice? Or what do they need to do? Chairperson Roy well it's not an okay, see, you're not going to convince me that that's an okay practice.

Selectman Morin then said s not our it's not our problem to give them an offer. It's for them to come with us what they're going to do. Not us telling them what you know what I'm saying? Mr. Herndon

replied it's clear to me that there's more information, more information from the committee, from the coalition, from other service providers about some of these details would like at the very least help to clarify. Chairperson Roy replied, it would be helpful. Selectman Morin then said the thing is, what you've got to tell us is how are you going to get to the other people over the 15, 14%? How are you going to contact them? Mr. Herndon replied, right. So again, I think the mailers, the communications, the public engagement, these are all critical things. And one of the so the coalition, they're negotiating these agreements with a number of service providers. The main ones are the people who are buying power. One of them is a group, a nonprofit here in the state who will do public outreach and engagement plans with committees sitting down with each committee developing where are your networks? What are your lists? What are your community TV channels, your radio stations, your newsletters that we can all we can tap to make sure we are informing the public. So these kinds of plans, I know they're not in place right now, but these are the kinds of things that will be being developed over the coming months and can contribute to that. Mr. Putnam added and vendor contract is out and hopefully will be signed by Friday.

Selectman Guessferd said I think we've got to find a way to tip these scales right now. Right now, I think what we're what I'm seeing here in this room is the scales tipped here with with choice. Right. And with your what you're trying, which we're trying to do, I guess, is how can we tip that scale where, you know, it's a necessary evil possibly, you know, because the benefit is going to far outweigh the detriment. And I think that's really what we're trying to get to here. Because I'm I'm on the fence on this, except I'm leaning this way. I'm leaning right now because I'm seeing exactly what we're talking about here is we're not giving people a choice. So if if that benefit of that choice of that non choice is going too far exceed. The personal angst I guess I'll call it, of not having that choice then then the scales may, you know, may even up here and make it, make it go another direction. But we don't have all that information yet. And it's I'm just like I said...Mr. Putnam said so we've got more work to do to get you some information.

Chairperson Roy said I could be swayed with more information, you know, which I don't think is going to happen tonight. I'd want to see what. Mr. Herndon and Mr. Putnam both replied, not tonight, no.

Selectman Gagnon then said so a question, I mean, are to lay options on the table, then what if these gentlemen said they got 60% of the surveys back? More than half the town, with an answer? Would you be okay with that? Tipped the scales, saying 60% of the town said yes, and we just couldn't get any any more than that. That's a more than a majority. Are those kind of data? Chairperson Roy replied I mean, I don't know if they're talking about doing a survey or not more data like. Mr. Herndon replied how are customers informed, how are they notified? What are the actual price is going to be? There's not enough of that information yet. Mr. Putnam added, and we can get you details on how it's gone in other in other locales.

Selectman Morin then said, yeah but the main concern, you can give us all the numbers you can and we can all agree, but if the people aren't notified, that's what you got to understand. That's the concern. What it sounded like to me, we're all in favor of moving forward with this other than that stipulation. Chairperson Roy added, that piece of it. So, I mean, maybe it is a survey of Hudson. You know, you maybe throw a survey monkey. Mr. Putnam asked, is there a mechanism for doing that? Mr. Herndon replied that's going to be part of the coalition and Clean Energy working on that. Mr. Putnam added and hopefully we'll have Clean Energy on board come Friday. Mr. Herndon replied not by as soon as Friday. Mr. Putnam added, well, signing the contract. Mr. Putnam then said oh, I misunderstood.

Selectman McGrath then said but it's not just the voters that they're I don't think you're saying that. You just want the voters notified. You want all of the...Chairperson Roy said Oh, all the customers. All the customers. It's all customers. Yeah, yeah, yeah, yeah. We're not talking about just voters. No, no, no. Selectman McGrath replied but voters came up at some point, so I'm just. Chairperson Roy replied, well, we were talking about the low voter percentage rate. Selectman Guessferd then said versus the citizens. Right. Voters are here. Citizens are here. There's that much more of them. I mean, how do we get a hold of them? How do we how do we know? Selectman McGrath replied if I had the answer to that, I would be a very wealthy woman.

Selectman Gagnon then said so essentially could still be an opt out program. But if you had data...Selectman Roy said I would want much more data. Yeah. Selectman Gagnon replied, okay. So I want make sure these gentlemen have something.

Chairperson Roy said so costs and then you know how how citizens feel about that. Like I don't know. Selectman Guessferd said if citizens said, hey, that's okay. Chairperson Roy added first of all, if you got 60% back on a survey, that would be amazing. I know, But yeah. Selectman Gagnon said can you give a statistic that that these gentlemen. Selectman Guessferd replied, I don't I don't I don't know what that number is. Mr. Herndon said but I do know it's helpful feedback more details on how the public would be informed and engaged and what the cost would be, right? I think that's right. This discussion has been very helpful. Selectman Guessferd said yeah. We just know we're representing the citizens of the town in many ways, not just saving money, but also in in how they how they're involved, I guess I'll say, in decision making.

Selectman Morin said you don't have to rush because January I think it's January. Ms. Laffin said as long as it doesn't require a bond hearing or it doesn't have a tax impact, then you would have, I believe until January, I can get those dates for you tomorrow. Mr. Putnam said that gives us a little more time. More breathing room. Mr. Herndon said this has been very helpful.

Selectman Guessferd said than you and thank for listening. Chairperson Roy said thank you. And you guys did an amazing job putting this together and all the work. You know, and if it was just me, you know, I'd opt in. Mr. Herndon replied, next time, you'll have a comprehensive plan for how the public will be engaged in more details.

5. ADJOURNMENT

Motion to adjourn at 8:41 p.m. by Selectman Gagnon seconded by Selectman Guessferd. 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

HUDSON, NH BOARD OF SELECTMEN

Minutes of the October 11, 2022 Meeting

1. CALL TO ORDER - by Chairperson Roy the meeting of October 11, 2022 at 6:59 p.m. in the Selectmen Meeting Room at Town Hall
2. PLEDGE OF ALLEGIANCE led by Hudson resident & Planning Board member, James Crowley
3. ATTENDANCE

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

Staff/Others: Steve Malizia, Town Administrator; Paul Inderbitzen, Town Moderator; Gary Gasdia School Board Representative; Jill Laffin, Executive Assistant

4. PUBLIC INPUT

- 1) James Crowley, 4 Fairway Drive

My name is James Crowley of 4 Fairway Drive. I'm here tonight as a private citizen, not authorized or permitted to represent opinions of any Hudson boards, commissions or departments. I want to use this opportunity to urge a large public participation in the coming Hudson Master Plan update sessions. Also, in my opinion, some related land use development, public safety and traffic thoughts that go beyond recent events. A personal frustration I have is Hudson keeps incurring incremental increases to what is considered to be only localized traffic corridor traffic generation impacts when various independent projects are approved. However, Hudson doesn't have an overview or procedures currently in place to assess or even regulate the localized incremental impact on the existing total Hudson transportation network. I believe the majority of Hudson residents can find faults but not agreeable solutions to what should be done about the current and future traffic. The master plan can express visionary wishes, but effective regulations are needed to actually control overall traffic and responsible development. Currently, zoning of the bulk of remaining undeveloped land in Hudson, G, and G1 zoning districts encourages and permits, and I quote market forces to determine the most appropriate use of the land. That may have worked somewhat in the past. More rural Hudson, however, is a recipe for undesirable results in the future for responsible land use, development and associated traffic increases in all of Hudson.

Mr. Crowley continued saying, now back to specifically traffic. I want to remind everyone listening tonight of a saying if you build it, they will come. In other words, if you improve a roadway, you might get short term relief, but long term increases in traffic. Also, the well-studied proposed controversial highway now referred to as the Hudson Boulevard may in the long term only add traffic, not completely resolve it. In my opinion, town residents need to understand that a newly constructed Hudson Boulevard may most likely open Hudson up to even more accelerated development than currently being witnessed. So be careful for what you wish for. Will it resolve or increase the general problem? Hudson is beyond the point where simple, quick fix solutions will resolve the current traffic situation. Therefore, the future direction and outcome of Hudson's continuing growing pains will be closely tied to efforts to implement zoning ordinance and regulations to control growth and traffic with responsible development. This will require town residents to provide ongoing active participation to achieve a well-vetted zoning ordinance and regulations. Please, everyone listening tonight, don't leave any of your desired visions for Hudson to chance. I urge everyone to register for the coming Thursday and Saturday master plan sessions. This is one of your best opportunities to voice your visions for Hudson. Please don't just leave it to presently unknown market forces to determine what

may end up being unintended or undesirable. Future results. Finally, I cannot emphasize this enough. Hudson can no longer assume that simple, quick fix solutions will cure any traffic problems. Public participation is needed to determine workable solutions and the master Plan update is an excellent platform to make sure your voices are heard for maximum effect on traffic and other concerns. Thank you for giving me this time.

2) Heidi Jakoby, 94 Gowing Road

Hi, my name is Heidi Jakoby and I live at 94 Gowing Road. I want to begin by thanking you, the Board of Selectmen, for supporting the Town Engineer and the Town Administrator in their efforts to hold GF1 Partners to the water pipe standards the town requires. As the new warehouse plan for Hudson Logistics Center has been proposed for Green Meadow property I hope the members of the Board of Selectmen and especially the liaison to the Planning Board, will examine this new proposal. As such, this is no longer a non-sort facility as stipulated in the original approval. It is now a warehouse and distribution facility. This single large building with several outbuildings is a new plan with an unknown tenant and needs to be looked at carefully as a new proposal. As I recall, the last proposal had many residents indicating many issues which need to be addressed by the Planning Board. But there was one issue which is squarely set on this table that is sewer allocation. As time has passed, I know that our sewer allocation continues to be a concern, as is our water allocations for the Town of Hudson. A reminder for those who may not have followed the previous sewer allocation, the meeting on January 26, 2021, had many residents raise questions and rationale for denying the sewer allocation. I do recall your approval of the sewer was in part based on the fact Amazon was the tenant and they are essential and I quote, essential for the public health, safety and welfare of the Town of Hudson, end quote. As stated in the town of Hudson Code, Section 270-17 B1 I remind this Board that the tenant for the HLC has changed. Therefore, the rationale for granting sewer allocation has changed, and I urge you to continue your due diligence on this matter and bring the sewer question back before this board for a new vote. Thank you again for your time and for your efforts to continually set a professional and transparent tone from the top.

3) Xen Vurgaropoulos, 5 Muldoon Drive

Xen Vurgaropoulos, 5 Muldoon Drive. I wasn't planning on not speaking tonight originally, but I appreciate everything you guys are doing. But I do have serious concerns about the safety of the town overall, especially in light of some tragic events as the recent. What I feel that the developers, all the developers that come to this town are the ones in charge. I feel that we use the town lawyer is the person who does the negotiating at the table. The boards don't seem to any kind of litigation, any hesitancy or any pushback against developer instantly results in a recess or a move the meeting so that you can meet with the town lawyer, which I don't think that's what the residents ask of you. We don't we didn't hire a lawyer to be a table of one. We hired a Board to discuss amongst each other and to do local litigation against developers or with developers, and not to instantly run to a lawyer just because we might end up in court. Well, developers have a lot more money than us, yes. But we have a lot of responsibility to the residents of this town to ensure that we're doing our due diligence and not just running to the lawyer because we might end up in court. That's a scapegoat, in my opinion. Now, I'm not, I don't have a, so I don't have a cure for the issues in town with traffic but safety is a huge concern. Some things with as far as our children and every resident, especially in the southern part of Hudson, we don't have sidewalks, but something as simple as the Planning Board speaking up and pushing back against a developer saying no as part of your stipulation for your development we want sidewalks, we need that you want to ensure more safety so that people aren't on the roads, aren't walking in the streets, for which we see every day, especially in the southern part of Hudson. We need that. We need you guys to please implore this Board and the boards that you are in charge of to make those litigations publicly with the developer and not be in fear of developer gonna bring a lawyer. I don't care about that because what I care about is doing the right thing. We pay the lawyer to do lawyer things. We don't pay the we don't pay the lawyer to do the planning for the town. And I hope that you will push this down from the top down. And please implore

the Planning Board and other boards to litigate more against the developers and not instantly go to a recess and or being in fear of going to court, because I don't think that's fair to every resident and our children. And that's all I have to say.

Selectman Gagnon then said just one quick question, sir. You speak about the lawyer. You know, as an example, if our lawyer's bills were to, let's say, double as a resident, you're balancing the cost of your local taxes with what you've projected here tonight about using a lawyer more. Are you saying that you would be okay not paying a lot, but having a higher budget for our town lawyer if that meant potentially using him more? Is that the kind of decision you're saying? Mr. Vurgaropoulos replied, me, personally, I get that Hudson as a whole has an older community and our turnover is changing, right? So the town as a whole is slowly changing to a younger community. Me as a younger resident, I don't mind paying extra money for the safety of my children. I have two children that go to school here and I pay my taxes here. I don't mind that. I know that's going to be different for every resident, but what I'm asking is if you have to use the lawyer to go to court to litigate something that the developer is not liking what you're saying, then do it. But what I see more often is, oh, well, you know, they're coming in because they come in and they stack the lawyers up here and they put on the big puffy shoulders and everything. And then it seems like not every time, but a lot of times in my eyes, instantly well, we're going to see what the lawyer says, and it's always about budget reduction. I know we get we pay him what? We pay him on a flat fee. I can appreciate the fact that we have a budget for the lawyer, but I can't appreciate it is pushing aside safety concerns of the residents just because the developer comes in here with a puffy chest. Selectman Gagnon replied, thank you for your answer, sir. I appreciate that.

Selectman McGrath then said I have something to add. Be careful what you wish for. What's on the ballot in March is to elect Planning Board members. Don't be fooled and vote in people that are developers. That used to happen when I first got involved with the town, which is a long time ago. That's exactly what took place. The developers had control of the Planning Board, the Zoning Board, the Conservation Commission, and it was a hard, very hard to get that changed. The pendulum was all the way this way, and they took control of the town. You wouldn't believe the types of development that went in. They built a house. One of the developers that was the chairman of the Planning Board at the time built a house under power lines. You might be familiar with that house that's in your neighborhood. Yeah. So, I mean, so there's you've got to be careful about what you're looking for and what you're wishing for, because an elected Planning Board an elected Planning Board elected boards overall that deal with land use, that's what you're going to be getting because people don't know who they're voting for. A lot of times they don't even know who they're appointing to some of these boards because there's been some appointments lately that I'm not happy with at all. And I'm afraid that we're going back to that time when Hudson is going to be controlled by the developers and the residents are going to be paying the cost and that's legal bills and anything else traffic. So be careful what you wish for.

Mr. Vurgaropoulos replied I appreciate that. Yeah, I don't disagree. It's a dangerous, it's a dangerous balancing act we have to do. I get it. Obviously, the interactions through the town and the boards have been difficult over the last couple of years on many different subjects. We speak of the master plan often, and it's just as to quote what Heidi said, it's a visionary plan. It seems to hold no water when it comes to any kind of planning in this town. But we we tout it like it has power. But then when the residents ask about it, it seems to get pushed back on. Well, it's okay to do that because it's zoned that way. And the prime example is I wrote a letter in and you guys probably read it. I know a couple responded to me. And gas station in the new where the five my oil is now there 18 gas stations within two miles of that location. We do not need another gas station. What on earth makes us think that we need that there? But the answer we get is well, it's allowed. Oh, yeah, I'm allowed to go to the moon, but I shouldn't go there if I don't have the right stuff to go there. Right. Like we should. Something needs to happen. We need to make changes. And though the short term might be painful, we have to look further out. We need to... we need to try harder.

Selectman McGrath replied, the changes that you suggest suggesting are in the zoning zoning ordinance, which allows all of that type of development. Do I like it? I certainly don't. I've lived here

my entire life. I can tell you about the whole south end of Hudson and what it looked like and what I envisioned it to stay like. It's far different today than it was when I was growing up here. I have a long memory. It's completely changed. Completely. Part of it was your development where all of you people live with you. Where your homes are that you're happy with that you want to stay in. That was all that was all farmland. There was a strawberry farm there. There was a... they had cows there. That was a nice, quiet area. You know, and so as much as I don't like it and I believe me, I read your letter and I had plenty to say in my own circle about my thoughts about that. But my if it's allowed in the zoning ordinance and it's driven by the master plan, right? And the voters vote on the zoning ordinance. So that way you have a say in it. And if you don't read it and you don't learn about it and you don't try and find out what it really means, who's to blame? You know, you can point fingers all you want, but it really comes back to getting involved, which you people have done, but getting also getting knowledge and figuring out what's in the zoning ordinance. What what does it allow? How big does the lot have to be? What are side setbacks? Front setbacks? You have to get educated. And if you don't, you have no one to blame but yourself. So, you know, I mean, believe me, I've been preaching this stuff for as many years as I can't believe how many years it's been.

Mr. Vurgaropoulos replied, I agree with you. You you've been doing this a lot longer than may have only gotten involved over the last three or four years. And but I see some things outside way beyond you guys at state level, let's say the NRPC. So there was 700 hundred plus residents that responded to the survey for the master planning survey for the NRPC. One thing that I noticed in the NRPC, there was double talk and questions. The outstanding the majority of the questions in that survey stated that the residents of this town wanted more open space and they wanted safety and all that. But there was a couple of questions that were doublespeak. So it was like and this is controversial subject. Everybody knows the the highway, whatever you want to call it, Circumferential, Hudson Boulevard, whatever we're calling it of the day. There's one question in there that I 100% completely disagreed with the way it was worded, because I know that the state level will use that one question to say, the Town of Hudson wants a highway. And that's not right, because the way that question was worded was to say, do you want this? But if not, maybe this. And it was all pointing to the highway. It was a double question listed in one word. And you guys probably know which question I'm talking about.

Selectman McGrath replied, no, I don't. I actually don't. Mr. Vurgaropoulos then said but and I wrote in about it and I would like to see the answers. I know we saw the preliminary percentage of answers. Just no, maybe so is and all that. I want to see the verbal. I want to see my reply. I want to be able to read my reply doesn't have to have my name on it, but I want to see all. I want to see what the residents are saying when you could type in to that survey. I want to see what we said because I don't want that one question to change the outlook and continue to isolate and put Southern Hudson, especially on a complete island, completely segregated. Might as well be our own town. And you've lived here, all of you, probably a lot longer than me. And you all know what I'm talking about. It's slowly becoming more and more segregated and isolated from everybody, completely disconnected. And I don't think that's fair to the residents because like you said, not everybody does their homework. Not everybody knows what we're talking about talking, but having a state level. Use double speak on a survey to get the desired answer isn't fair to the residents. It should have been clear, concise, single question, not double speak. Selectman McGrath replied, I didn't write it, so I don't know. Mr. Vurgaropoulos replied I'm not saying. I'm just talking about. That's all. Thank you.

4) Paige Schaller, 213 Fox Hollow Drive

Paige Schaller, 213 Fox Hollow Drive. Thank you, Madam Chair. And Select Board members. I want to start by saying my thoughts and prayers go out to Gavin Hontoon's family, the passenger on the bike and their family, as well as the driver of the pickup truck. What happened on Wason Road on Sunday, October 2nd, was a terrible tragedy. In an interview with WMUR, our own Town Engineer said Wason Road was not and I'm not quoting him here, so please don't. I just know the the gist of what he said was Watson Road is not built to handle the amount of traffic that it receives daily. Residents have asked for a four way stop to be installed at the intersection of Wason, Burns Hill and

Musquash roads before there is a terrible accident there. Yet there hasn't been any action on that either. I don't think there's anyone in Hudson that would argue with the statement that we have major traffic problems, especially Wason and Lowell Roads, and it is not getting any better.

Why is traffic so bad? One reason is the insatiable development, both residential and industrial, without proper planning. An example GFI Friars Road Distribution Center and the Friars Court Apartments. The Distribution Center is being built right next to residential neighborhoods of Hickory, Fox Hollow and the Friars Apartments. And I know, I know the mantra. It's zoned for it. I get it. But just bear with me on this. When the apartments were in the planning phase, it was decided to have a right turn only exit to go southbound on Lowell Road and a right turn only entrance from southbound Lowell Road. That's all well and good, but human nature is what I see almost daily. And I live in Fox Hollow, so I'm driving by that all the time. So I see many drivers just going, exiting and taking the left and going northbound or using the turning lane to turn left and enter into Friars Drive, whether it's to go to the industrial park there or whether it's to go into the apartments. So it's inevitable, though, that we will have a bad accident there. And then what is the accident is being cleared. The traffic's going to be diverted off Lowell Road. We will have more automobile and tractor trailer traffic going through Wason, Burns Hill and Pelham Roads. By the way, remember at the intersection of Burns Hill and Pelham Road is an elementary school. For argument's sake, the accident does not happen at Friar's and Lowell Road. Say it's at Country Brook. Now, southbound automobile tractor trailer traffic can be diverted down. Friar's Drive past the apartments and children playing being picked up, dropped off by school buses and back out Executive Park. And of the accident on October 2nd. I don't know where the traffic was diverted for that one, but I imagine it was diverted somewhere putting more traffic on the feeder roads. Luckily, that was on a weekend. What do we do if that happened Monday through Friday, 6 a.m. through 10 a.m. or 3 p.m. to 6 p.m. because we all know those are the true rush hour traffic hours for this town. Not with the traffic studies tell you one hour in the morning, one hour in the afternoon. I said it during the planning meetings of the Friars Drive Distribution Center. It does not matter what the name is on the side of the building. That use is not appropriate to be directly abutting residential property. Again, I know it's zoned for it. There were weren't articles that were put on the last town meeting ballot by residents who are trying to make some zoning changes. Those weren't articles were campaigned against by our Planning Board. What can we do? We can't rely on the mythical unicorn called the Hudson Boulevard, a.k.a. Circumferential Highway, or whatever its name is this century. That's been on the books and been the solution since the 1950s. Hudson needs to look for a 21st century solution, and we need to be realistic about it and not look at our fantasy world. Hudson needs to fix the current traffic issues before adding to the problem. We need better planning and zoning. Let the town know what you think the town planning should be and attend one of the Hudson Master Plan Public input sessions virtual on 13 October or in person 15 October at Hudson Community Center. Thank you all for your time.

5) John Dubuc, 11 Eagle Drive

Hello, everyone. My name is John Dubuc I live at 11 Eagle Drive. Hudson. Thank you for providing me the opportunity to speak to you this evening. Hopeful. I want to begin with that word. I believe it's an important word for many residents of Hudson. I was hopeful in early April when I read that Amazon withdrew from the project in Hudson. I was hopeful that our town was spared from a massive logistics center that would only add traffic to our busy neighborhoods and forever change our town. This hopefulness went away when I read that a new project was being proposed for this property with an unknown tenant, and my concerns regarding traffic, noise, pollution and change all of our lives is now back in front of us. The developer's known since April that Amazon is no longer a tenant of this proposed project. Remember that this Board considered Amazon to be an essential business during the COVID pandemic. The developer has totally redesigned this new project, adding a building that is larger than any single building that was proposed for the Amazon project. They have added a maintenance building, a pallet storage area, a pump house, a truck inspection canopy and a transportation center. How is this not a new plan that should go through the proper application

and review from beginning to end? An important thing to also note, as the developer had close to six months in their redesign to add a septic system knowing that their sewer allocation was based on the essential service tenant, Amazon, which is no longer the tenant.

I would ask that the liaison to the Planning Board guide the Planning Board to understand this, a new site plan and developer needs to properly submit it as such and go through all local and state approvals with all of the new and changed information that has been submitted.

Lastly, I want to talk to you about the sewer allocation that was given to this development. I sat through many meetings and listened as both the developers, team and Board members referenced this development. As essential as Amazon was a tenant and essential services were critical during the peak of the COVID pandemic. The new tenant is unknown. We are sitting here tonight with no masks on and seats that are less than a foot apart. You can get our generators and supplies at any home improvement store. With all of this knowledge, I would urge the board to disapprove the sewer allocation it was given to Amazon and the HLC and begin discussions on whether a non-essential business that is outside of the sewer district, as stated by the Town Engineer, is allowed to connect to your sewer. Your sewer regulations clearly state in 270-17 B1, the Selectmen may in their sole discretion, grant the request to deliver sewer outside the system boundaries described in Exhibit A for public facility uses such as schools and other governmental uses for community facilities such as hospitals and public utilities, and for other residential commercial industrial uses. Then the opinion of the Board of Selectmen are essential for the public health, safety and welfare of the Town of Hudson. This facility does not meet any of these categories that must be considered when granting sewer. We just had a long conversation with Xen about what should be allowed and sewer at this location should not be allowed by our own regulations. So we need to follow what we talk about. I'll repeat what I said on May 11, 2021. We all make mistakes in life, but how we recover from these mistakes show our true character. I hope that you all do what is right for Hudson, our residents and our limited sewer allocation that we have. Follow the regulations that we have in place and remove the sewer allocation for this project that is not essential for Hudson. Do not make a decision just to avoid a lawsuit. Do the right thing and follow our longstanding and well-established sewer regulations. This could be a defining moment for all of you. I will end with this word again hopeful. I am hopeful that you that you and the Planning Board will fight for Hudson's future and do the right things regarding sewer and treating this as a new project. Thank you for your time this evening.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Nomination

Tristan Dion - Zoning Board of Adjustment

Chairperson Roy said as we talked about in the last meeting there was one applicant for the the Zoning board of Adjustment that was not available for his interview. Is Mr. Dion here? If you want to come up. So if you could first state your name and address and can you tell us a little bit about yourself and why you want to be on the ZBA?

Mr. Dion replied, absolutely. So I grew up in the area. I grew up in Tyngsborough so right across the border. I've always kind of considered this area my home. And you know, as such, that's kind of what drove me to move back to this area after being in the service. So graduated from Tyngsborough High. After that, I entered the Marines. I worked as an avionics technician, worked on a lot of classified equipment, worked on aircraft. While I was there, I worked on a lot of a lot with the Habitat for Humanity, So I spent a lot of time building houses. When I was down in Florida, I was helping with disaster relief efforts down there. It tied in nicely to my time spent as a teenager framing houses. Once I left the Marines, I spent some time in Billerica and from there I worked as an engineering technician. That's where I started really getting into the groove of getting a feel for local politics, local zoning boards. It wasn't my intention, but I was given the position as a facilities director for the

company that I worked for at the time. So I spent a lot of days and hours battling with the local zoning board and the local planning board of Billerica. And I will say it was not fun. They beat the crap out of me day in, day out. But I learned a lot and I actually kind of enjoyed it, to be honest. Worked there for eight years, not only as the facilities director, but working as a systems engineer. So day in, day out, I work with international standards and laws for medical devices. These were all lifesaving medical devices. So every decision, every decision that I made, every law that I looked up, it was things that were very critical, things that I had to weigh with a very heavy hand, that my decisions of how I interpreted these laws and standards really impacted thousands of lives on a daily basis. And, you know, the skills that I've learned and the skills I've developed over the years of just having to look through and dig through international standards and the laws and really only understand the letter of law, but also try and understand the spirit and the intention of what was behind it and trying to levy a heavy or a soft hand, depending on the situation. And I think that translates well to a lot of what I've been hearing tonight. You know, I moved here three years ago, right before COVID in March of 2019. And things like the distribution centers that are here. This is a growing town. Everything from the people behind me that I've been hearing is things that have to do with the Zoning Board. I almost feel like I have daggers at my back right now for what I want to apply for. And as this is a growing town, eventually this town is going to run out of space. There's going to be more and more applications for variances. There's going to be more builders wanting to build things that I don't think fit the current scope of what the people who live here might want. And I think that a lot of these decisions are going to have to be weighed with a very light touch to make sure that the town stays the course of what the people want.

Chairperson Roy replied, thank you. Does anybody have any questions? Selectman McGrath said I do seeing that my colleagues aren't interested in questions. Have you attended any of the Hudson Zoning Board meetings? Mr. Dion replied, I have witnessed them, but I have not in person actually gone to them. Selectman McGrath replied, so how have you witnessed them? Mr. Dion replied, I've watched old videos that have been online, but that's about it. Selectman McGrath replied, so you haven't, you haven't gone to a meeting? Mr. Dion replied, I have, not personally. Selectman McGrath asked you haven't watched any of the recent meetings? Mr. Dion replied, I haven't been personally watching any of the recent meetings. Unfortunately, my work schedule up until recently, I worked a night shift. So it did not, it was not conducive to me being able to actually attend in person. It was not buy wants to not go. It's I physically could not go. Selectman McGrath asked, and has your work schedule changed? Mr. Dion replied, yes. Selectman McGrath asked, it's going to allow you to attend these meetings? Mr. Dion replied, yes. My work schedule allows for me to be here at a reasonable time to actually attend the meetings in person. Now that I actually have the freedom to do so, I'm actually excited to be able to play a little bit more involvement with town activities, be able to come to these meetings more often. It's just something that I grew up with. My mother worked for the Town of Tyngsborough as the tax collector there for about 20 years. My grandmother was the tax collector in Tyngsborough all of her life. So it's something that's run on my family. Selectman McGrath said tax collecting.

Selectman McGrath then asked, so do you know anyone in this room or on this Board? Mr. Dion replied, I have met yourself, Brett, a few times. Other than that, not personally. Selectman McGrath said, say that again. Mr. Dion replied, Brett. Selectman McGrath replied, yeah. What about him? Mr. Dion replied, I have met you informally a few times outside of that. No, I do not know anyone in this room personally. Selectman McGrath asked, so you don't have a relationship with Ms. Mrs. Roy? Chairperson Roy replied, So, so I'll clarify that. We actually did meet at National Night Out. We had a conversation. Mr. Dion then said oh, that's true. I'm sorry. We did meet. Chairperson Roy then said yes. And I actually reached out because we had talked about volunteer opportunities. And I had told you of this opportunity. Mr. Dion replied okay, yeah. Selectman Gagnon said and that's where I met you as well. Mr. Dion replied, yes. but outside of that, I don't know anybody personally. I've never really met anyone outside of that. It's all been informal in passing.

Selectman McGrath then asked have you familiarize yourself with the Hudson Zoning Ordinance? Mr. Dion replied, I've gone through it, I've skimmed it. It's not something that I would say that I am very familiar with. I think that I would be a little wary of anybody that says that they are have things

like that memorized due to the fact that people's memories are fallible. I think that any time that you're going to make a judgment call about making a variance or something, you should be referencing the standard that it's based on. You should always be checking your homework. You should never just have things in the back of your head. You can have a working knowledge of where to look, but I don't think you should ever actually try and have it memorized. Selectman McGrath then said so to clarify, I didn't ask you if you would memorize them. I just asked you if you looked at them. Mr. Dion replied, oh, absolutely. Yeah. Selectman McGrath replied, thank you. I'm done.

Selectman Gagnon was recognized and said thank you, Madam Chair. And I held my breath a little bit there to let my fellow colleagues go first, because I do speak a lot, which I know. I want to first thank you for your service for the military and your volunteering service. It's very impressive. For me, what I was impressed with your interview today is not per se that maybe you don't know the zoning board, but the way you spoke was very well because you talked about your skill sets and examples of where those skill sets have come from and how you can use that skill to translate into whatever you work on. So to me, I think that that matters most is using your fluid knowledge and placing it in any position you're in. So to me, that holds more weight than someone who just is, has a good memory. I myself have a terrible memory, so I can't remember a lot of stuff, but having a critical mind I think becomes far more important in most situations. So in that aspect, I think I greatly support your volunteering efforts here today. I think you would be well skilled for the position. So thank you for standing up.

Selectman Guessferd was recognized and said just a question. I'm a veteran myself, so I mean, supporting those veterans organizations and volunteering in that way is very laudable. Have you gotten involved in any local, you know, any town volunteering besides coming here? I mean, this is this is a great step forward. You know, anything any other organizations or causes? Mr. Dion replied, yeah, I in the past, I've worked with 22 Kill, so I don't know if you're familiar with that. It's the Veteran Suicide Prevention. I did a ton of work with that years back, and a lot of their leadership has kind of moved out of the area, so I stepped away from the program. I don't really like the direction it's kind of gone towards in the years present, so that's why I stepped away from a little bit. But I did work with that. That's pretty much the largest I've done. Know your basic standard. I've helped out on the local soup kitchens, things like that. I have helped out with some of the food drives and food pantries for the local churches.

Seeing no further questions, Chairperson Roy said so thank you. So what we typically do is we take it into consideration. We vote on it the next the next meeting. Yeah. And then, Ms. Laffin, we'll let you know. Mr. Dion replied, Absolutely. Perfect. All right. Thank you all for your time. Thank you so much. It was a pleasure meeting all of you.

B. Appointments

Chairperson Roy said so that brings us to the next area of appointments. So I guess that brings us to the next the next area of appointments. I think that it would be prudent for us to defer voting on any of these appointments until the next meeting so we can fully consider Mr. Dion as well as Mr. Martin and Mr. Weissgarber, who we have already interviewed. Does anybody have? Selectman Guessferd replied, I agree. I agree. Selectman Gagnon said I think it's fair. Selectman McGrath said I think you've already stated how you're going to vote. Chairperson No, I haven't. Selectman McGrath replied, I think you did but in any event, it'll be interesting. Thank you. Chairperson Roy said so we'll defer all of these. The Town Administrator added, till the next.

Zoning Board of Adjustment (1-member term to expire 12/31/23, 1 alternate member term to expire 12/31/22)

Norm Martin (alternate member applying for full member seat)
Rich Weissgarber (new applicant)

6. CONSENT ITEMS

Chairperson Roy asked, does anyone have anything they'd like removed for separate consideration? Chairperson Roy then asked that items D1,2 and E1 be removed for separate consideration.

Selectman Gagnon made a motion, seconded by Selectman Morin to accept Consent Items A, B, C & F. Carried 5-0.

Chairperson Roy then said So the first one that I want to that I removed item D, I only did that so that we could thank the folks that made those donations. Donations and in particular Digital Credit Union. They are continually supporting the community with donations to the Library, to the Police, to the Fire. So I just wanted to take a minute and recognize that they are continuous supporters of the community. And then I removed E, which is our minutes from the last meeting, just for a correction under five-a nominations, Mr. Martin actually applied for the ZBA, not the Municipal Utility Committee. Selectman Morin made a motion, seconded by Selectman Guessferd to accept Consent Items D and F as amended. Carried 5-0.

- A. Assessing Items - none
- B. Water/Sewer Items - none
- C. Licenses & Permits & Policies
 - 1) Raffle Permit - Sparkling River Condo Association
 - 2) Tag Day Permit - Alvirne High School Friends of the Music Department
- D. Donations
 - 1) Donation of \$1,200 to the Benson Park Tree Donation Account from Dawn Lehman
 - 2) Donation of \$2,500 from Digital Credit Union to the Fire Department
- E. Acceptance of Minutes
 - 1) Minutes of October 11, 2022
- F. Calendar
 - 10/12 7:00 Planning Board - Buxton Meeting Room
 - 10/13 7:00 Zoning Board of Adjustment - Buxton Meeting Room
 - 10/13 7:00 Board of Selectmen Budget Review - BOS Meeting Room
 - 10/17 7:00 Conservation Commission - Buxton Meeting Room
 - 10/18 7:00 Board of Selectmen Budget Review - BOS Meeting Room
 - 10/18 7:00 Municipal Utility Committee - Buxton Meeting Room
 - 10/19 6:00 Library Trustees - Hills Memorial Library
 - 10/19 7:00 Board of Selectmen Visioning Session - Buxton Meeting Room
 - 10/20 7:00 Board of Selectmen Budget Review - BOS Meeting Room
 - 10/20 7:00 Benson Park Committee - HCTV Meeting Room
 - 10/24 7:00 Sustainability Committee - Buxton Meeting Room
 - 10/25 7:00 Board of Selectmen - BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on September 27, 2022

1.) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Matthew Ryan as a part time maintenance assistant at the Police Department with a total of fifteen hours per week, and a starting salary of \$15.00 per hour. Carried 5-0

2) Selectman Morin made a motion, seconded by Selectman Gagnon to approve DPW Director, Jess Forrence's request to buy back 200 hours of vacation time. Carried 5-0.

3) Selectman McGrath made a motion, seconded by Selectman Gagnon to appoint Interim Fire Chief, Scott Tice as the Fire Chief, effective September 28, 2022, with a review in six months. Carried 5-0.

4) Selectman Morin made a motion to adjourn at 10:48p.m. This was seconded by Selectman Gagnon. Carried 5-0.

B. Water Service Piping - 161 Lowell Road (deferred from 9/27)

Chairperson Roy recognized Town Administrator, Steve Malizia who said, as you're all aware, there was a presentation at the last meeting from an applicant looking to get the Town of Hudson to waive the requirements for Made in the USA water piping. I was asked to contact the Town Attorney. While in the interim, the applicant has withdrawn the request for the waiver and will be installing Made in the USA water piping at the facility. So at this point, no action is necessary.

8. NEW BUSINESS

A. September 13, 2022 State Primary Debrief

Chairperson Roy recognized Town Moderator Paul Inderbitzen. Mr. Inderbitzen began by saying, Good evening. I sent you a little summary, plus the statistics that I've been keeping for a number of years on the primary that was held September 13th. We had a 22.4% turnout, which actually, if you look down, is a little better than we've done with the midterm state primaries in the past. So a little bit better turnout. The numbers were that's only and part of that is because the total checklist went down too by 4,500 names after the annual the post census. I don't like to call it a purge, but they removed people who had not voted in, I think, two or three cycles at all. So those are, they all sent a letter. And most of them come back undeliverable because they're either deceased or moved away. And never, we didn't know that. So our total checklist is now about 15,838 people. So the percentage is up a little bit, but with 3,552 ballots cast. And again, mostly in the Republican side, the Democrat the Democratic side didn't have a whole lot of contests on their ballots. So it was our first use of the poll pads. We did that intentionally because we knew this wouldn't be a real heavy election. My impression and from both the ballot clerks and the public that it went quickly went well. We had a steady day. People came in pretty regular. But if you're looking at the statistics in terms of 143 voters per hour at the Community Center and 128 an hour at Alvirne, and that was pretty low. But it was spread. It wasn't all coming in at one time. It was spread out through most of the day. So that worked, worked very well. People were pleased with the turn; with the way they were able to get through the checklist. The checklist clerks felt it was a lot easier than having to page through a book and find a name and check it off. And it was also more accurate. I just did a report. I had to do a report to the state 30-day report, the first use of the poll pads. And we did. We had to maintain a backup checklist, paper checklist in case there's a failure. I don't know how long that will go on until

the poll pads are certified by whatever group is certifying them for the state. And we'll be doing that in November as well. But I had people set that. I had to have some extra people to sit there and they took those slips when you checked in and voted. They took the slips and they entered them on a paper checklist and that was pretty steady as well. However, I think some of those slips got missed because the number on the paper checklist was what, 26 less than what we had in the poll pads for check in. The poll pads check in was 35, 50, 35, 44. Only eight off from what the ballots cast was. And that we did see some problems in the reports. We the reporting system. We're just learning how to use it. We couldn't do anything until we had a result to look at. And we saw some things that we had to ask questions about. But a couple of people got entered in twice. We actually had people who registered the day of voting and said, no, we're not going to vote. We just wanted to register. Meanwhile, they had been checked in, so there is a way to correct that. We didn't know at the time how to do that. So we're in we're still in the learning process. But I thought the day went well. I did not hear too many complaints. I don't know if the Board members did, but if you have any questions, that would be we had new registrations were 103 are absentees were 176. I have to say our absentee registration or voters requests are well over 300 for November. So that is going to require a little bit more work to take care of. And I'll answer any questions you have.

Selectman McGrath said Paul, what was the number that you gave. How many? How many voted? Is it 15,000. Is that the number? The Moderator replied, no, that's our checklist. Yeah. 15,838. That includes 103 new ones. Selectman McGrath then said so the gentleman that's sitting over here, 15,838. We should begin trying to get those people to show up for the visioning session. There's only one visioning session and one on Zoom. I don't I don't anticipate that too many are going to zoom in for those meetings. But that's right around that number. That would be a good number to try and get to go to these visioning sessions and you get a real taste of what the people wanted the town to look like and agree.

The Moderator then said as I stated in my letter, I should have started out with this. I really have to compliment both the ballot staff that we have, but the Town custodial staff. Wayne was a big help in getting things over the DPW. I mean, they're doing double duty. I used to just go Monday morning set up and I'd be there till 1:00 and then I'd go home and I could wait till the next day. Now I have to go back at three at the high school in order to set that up. They do a tremendous job doing it. They did it quickly and they come back at 8:00pm to tear down the high school because they have to get ready for lunch. And that works. That went very well. So they just did they did a fantastic job. A lot of people helped out. Chairperson Roy asked was the school custodial staff also helping? Because when I was there, there were some folks that weren't DPW, folks that seemed to be helping. I want to thank them if they you know, if the school is custodial helped. The Moderator replied, yes. And I'll be talking to the School Board about that. They were very helpful. I was gonna wait till after November. They were helpful in terms of getting the area we needed. We needed a cooler in the little cafeteria so they could put out water and food. And they were they were helpful in that respect. I coordinated that with the head of the custodial services at Albeton, and they were helpful. They brought us some extra chairs with cushions on them because we have people sitting there all day. At least we have two shifts, but we do have some people that want to stay the whole day. So they do. We have a number of people that do that plus myself.

The Moderator then said the job, it's getting more complicated. Two locations. It's getting very, very complicated. Not complicated in terms of what you have to do, but just complicated in terms. It takes the whole day set up the day before I started working on the primary in in July. And if I had, if I wasn't retired, I'd be in trouble because there's just so much to do. Coordinating the people. We did have to have extra people. We had a good staff. I'm hoping to have we had a few people that couldn't come to the primary that will be here in November. So I'm hoping we have enough people to do all the different jobs because there's, the absentees that takes a few hours. It might take longer than that. The people at the Supervisor of the Checklist, we needed more people there to take registrations. I'm sure we'll have new registrations. Then there was those who were giving out the ballots, those who were marking the checklist on the paper, the paper checklist. There are a lot of different areas. And then we had some new requirements at the ballot box itself, because if people over voted the ballot, the machine wouldn't take it and they had to either fix it. Most people said, Oh, I didn't know. So they

went back and fixed it. We only had a few people that said, Oh, I don't care. So those had to be hand counted. But we did have a lot of hand counts because of this concern of people. They did a lot of write-ins of the people that were already on the ballot. Which made a longer night. And because of that, we won't be doing preliminary. We didn't have our results till almost midnight just because the doing the write-ins. We had to do the write-ins. You had to add those numbers to the candidate that that they belong to, even though they were already on the ballot. And it makes it a lot longer. The Women's Club does that for us at night. They come in fresh and they do all those write-ins. There were a lot. So I think they'll probably be in November. I just wish people would realize that there's nothing wrong with our tabulators you know, they count dots. That's all they do is count dots. But the misinformation and stuff that's out there, it's just that what people will believe just because they read it on Facebook, I'm amazed.

Selectman Gagnon was recognized and said thank you, Madam Chair. So a question to you kind of about more theoretical about your position not having any idea when you may want to retire and play some golf, but do you feel like you're setting up your position and all the positions under you for long term stability? So, you know, you're talking about we have more voting locations, we have more responsibility on you and you're a genuinely nice guy and you're doing your best to you said you're retired and spend a lot of time doing this. Let's say you retire tomorrow. Do you think we could have someone come in and pay them and have them have enough time to do what the job requires? The Moderator replied well, let me let me say this. I've taken on a lot of stuff working with two different town clerks. And, of course, Roger being new now. There were so many things that needed to be done I ended up helping a lot in that respect. Let me let me say this. My term is up in March of '24, and I would like to work over the next year and a half with someone who was interested in being a moderator and show them the ropes because it's when I walked in cold in 2007, it was a wakeup call. I mean, we were there. It was the new clerk as well, and both of us didn't know what we were doing. And, you know, 3:00 in the morning, we still hadn't finished everything. So we've done a lot. We've created a lot of forms; we've created a lot of organization. And I would like to be able to think right now I'm healthy, I don't have any health issues and but you never know. Things can happen. You just, you know, at that point, I'll be in March of '24, I'll be 75 and yeah, maybe I'd like to I don't want to give up working the elections. I love doing it, but maybe not being in charge or helping someone learn the ropes because it does take a while. There are so many different aspects, so many different requirements. Every time the legislature meets, there's new requirements.

Selectman Gagnon then said so I guess if I may just follow up with that and finish, can you lead us by the hand and kind of tell us what you need to prepare for that? If you want us to look into an assistant moderator or something of that extent to help train, just can you let us know what you need to make sure that your position is stable if you decide you want to go play golf? The Moderator replied, well, it's yeah, maybe we should have a discussion about what I actually do. I had somebody send me an email once saying what is actually the moderator do? And I had to sit there and I think a page and a half or two-page letter later, I still didn't I didn't feel that I adequately described what the different steps were, you know, food, the personnel, I mean, just the personnel, enough getting trained. Now you need training on the poll pads. You need training on the tabulators and we're going to need new tabulators. LHS is committed to making the Tabulators work through the 2024 elections. After that, we're going to probably have to get new ones. I'm going to meet with you Thursday on my budget. I'm going to talk to you about some of that stuff. But yeah, I think, you know, if we could sit down and I think somebody needs to know, I think what I really feel is that we ought to have an in-house person who is responsible for coordinating the elections. The moderator is responsible. There's no question about that. It's an elected position. And the law is very clear. The Board of Selectmen is responsible for the location and the setup and that sort of stuff. Moderator is responsible for the day of the election and but I also get all the people I do the food, arrange for the stuff afterwards. Usually I'm working three or four days after the election just to get the numbers correct so we can send our reports up to the state. It's there's a lot of coordination and I think it'd be nice to have someone in house who would be a coordinator for that. The clerk is so busy. I mean, he does a lot. Patti before him did an awful lot of stuff, but. We worked well together. I worked well with Roger. But there's just so many other aspects of that job that when it gets to an election time, you can't put it aside.

Chairperson Roy asked, does anybody have any thoughts? Selectman Morin asked, just if we did an assistant, would that have to be in an elected position? The Moderator replied, no. I could name a moderator pro tem in case I'm not around. That would take over. And I do appoint a number of assistant moderators, all the ones on the ballot boxes, are assistant moderators, because technically the moderators or the assistant designee is supposed to be on the ballot boxes or selectmen, which we've used some time on the ballot boxes, but it's not an elected position. It's the moderator is the only one moderator and the clerk.

Seeing no further questions from the Board, Chairperson Roy said, well, thank you for all the work you do and your staff, all the ballot clerks and all the checking people and all of that. I know they work very long hours on those days and it's much appreciated. The Moderator replied, well, it was a good start for the poll pads. It'll be interesting to see how November I'm expecting at least 2 to 3 times the number of people. I'm thinking I'm looking at 8,000 or 9,000 based on previous state elections, midterm state elections. You have to go back to 2018 if you want to look at the statistics, don't go on 2020, because that was such an unusual circumstance with COVID and everything else. But it's I'm expecting maybe 8,000 to 9,000 people for the November election. Selectman McGrath replied, I'm hoping for 15,000. Chairperson Roy replied that would be nice. Selectman Guessferd then said you know, I'm sorry. I should've said something. I just wanted to say this is the first election I've worked as a selectman, and I was, too, was very impressed with the staff, the professionalism, how much knowledgeable everybody was and how organized it was. So, yeah, as we've said here, I'd love to see that continue and that same kind of transitional mode of whenever that happens. But it was very, very, very positive. The Moderator replied, thank you. We do. We do our best.

B. November 8, 2022 General Election

Chairperson Roy said the November 8th general election. I guess we have a conflict. The Town Administrator said you have a scheduled Board of Selectmen meeting. So you have basically two choices. You could go to the 7th of November, which is the night before. We typically avoid that. It's also a Budget Committee budget review night. So I would recommend you go to November 1st, the previous Tuesday. That way you're not running into any conflict that I'm aware of and you would have the regular meeting from the eighth on the first. Selectman Morin made a motion, seconded by Selectman Guessferd to reschedule the Board of Selectmen meeting of Tuesday, November 8, 2022 to Tuesday, November 1, 2022. Carried 5-0.

C. Town Clerk/Tax Collector Resignation

Chairperson Roy recognized the Town Administrator who said so as you can see in your packet, we received a resignation from the Town Clerk/ Tax Collector effective this Friday. This happened a couple of years ago when Ms. Barry, the previous Town Clerk/Tax Collector, resigned. We have a Deputy, so it's my understanding under the law that the Deputy is in charge for up to 30 days. That's the period of time where you would appoint, and you are the appointing agency, until the election in March. So I believe the last time we looked at staff members, we/you basically interviewed interested staff members. You have that option. You have the option of doing that and/or going out to see who may or may not apply. But time is important in this case. And you could certainly we could certainly go out and look, don't know how quickly we could accomplish everything. And potentially you're bringing in somebody that has no idea how it works. We may want to or you may want to look at who may or may not be interested internally. Chairperson Roy replied, right. Right. But then the issue becomes there's no one interested than we have that shortens our time period to address it. You know what I mean?

Selectman Gagnon said and if I remember correctly, wasn't Roger's competitor during the election, someone who already worked in that position? And then my question, that would be would she be interested? Chairperson Roy replied, just so we have the timeline, when Ms. Barry resigned, Mr. Ordway was appointed interim, and then there were two people. There was another, her name escapes me now and then both of those folks applied for the interim position and then ran for the. Selectman Gagnon replied, got it. Got it. All right. Thank you for that clarification. Chairperson Roy said I don't know, if I don't know what the interest would be but I get concerned that we wouldn't have to a lot of time to address it. The Town Administrator replied, that's correct. Chairperson Roy then said so I don't know what the thoughts of the Board are, but. The Town Administrator then said it has to be a resident just to make sure that that's clear.

Selectman Morin asked, has anybody had any discussions with anybody in that office? The Town Administrator replied, one of the persons that I was going to discuss with today was out today. So I have not had any discussion today. Selectman Morin then said if we have those discussions and if he gets somebody, we can bring it back next meeting. The Town Administrator said don't forget your meeting on budgets for several nights. So if we needed to...Chairperson Roy said yeah, we could stick something in there for that one. For that one issue. Yeah.

Selectman Gagnon then said do we want to do plan A and plan B simultaneously? Ask someone internally and put it out. And if we get two applicants, then decide it's better to choose between two, then be stuck. Chairperson Roy replied, well, I'd almost like to see where Mr. Malizia gets when he discusses with who's there, because that's the other for a short period of time I'd rather have somebody that has a little bit of experience there. I mean, we obviously can't. Yeah.Yeah. We can't control who gets elected in March, but for that short period of time I'd like is a little disruption in that office as possible. Selectman Morin then said especially with what's coming to the election, tax bills and all that we don't want. The Town Administrator said we'll have more information Thursday.

Chairperson Roy then said so if you could like, blast us, blast us and email, tell us how you made out, I'd appreciate it.

D. September 2022 Revenues & Expenditures

The Town Administrator was recognized and said so we are a quarter of the way through the year 25%. Again, not a lot to report at this point. Things are sort of where they should be. As I keep repeating incumbent things like the trash contract, the legal contract. So you'll see some things that look overspent, relatively speaking, but that's because we do purchase orders from major things. So at this point, I don't cause for alarm. We're not in the winter yet. That's obvious. Obviously, critical registrations continue to do well, 26%. They're running a little bit ahead of last year. So I don't know. Everybody's getting the cars, There's no chips. So but we continue to do well on that. So it's a good thing. It's it is a good thing. It is a good thing.

9. Board Liaison Reports

Selectman Gagnon: Not to too much. Nothing more on the Sustainability Committee. I believe they had the council meeting last month. NRPC tomorrow has a Technical Transportation Advisory Committee. They're going to be reviewing the project. So not only our products that we submitted, but the products from other towns and add a NRPC level prioritizing them. It's going to be tomorrow. I will report back as soon as I know where our project stands to let you guys know how it fell. And then they were reviewing a regional transportation model. That's really it for my liaison assignments right now.

Selectman Morin: I had a Budget Committee meeting. We discussed the fire truck. We discussed the ARPA money and the CIP. There were a few requests to bring back to the next meeting. I've already met with Mr. Malizia to try to get that information out to them. I have forwarded, I got from the Fire chief a spec sheet of what the fire truck was because they couldn't understand what we were buying. So they got a spec sheet for that so they could look at that and we'll see where it goes from there. Chairperson Roy asked, and where is the fire truck? Is it still in Lawrence? Selectman Morin replied, it's still in Massachusetts. Takes a couple of weeks to prep them.

Selectman McGrath: Nothing from Municipal Utilities and nothing from the police department. However, I did have conversations with him over the last several days. Chairperson Roy said he's out.... Is he still out of town? The Town Administrator replied, he's back.

Selectman Guessferd: Let's see. Nothing on the Cable Committee. Planning Board, obviously, there's there's a lot of things happening. The visioning sessions are the the most or one of the most current things. So we're encouraging people to sign up for both. They can do the zoom or not. And the obviously the in person want to try to fill that Community Center, if we can, on Saturday with folks. I don't think we're going to get 15,000 people in there. But it would be nice if we did, right. If we try. Selectman McGrath said we've got some people in the audience that might try to drum up some support. Chairperson Roy and Selectman Guessferd both replied, I hope so. Selectman Guessferd continued saying, and, you know, the other big item is, as we've seen some public input on tonight, the Hillwood project is back on the table for review. So tomorrow night, our meeting is at the Community Center to accommodate a larger potential group that we're expecting tomorrow night. And we begin that process on the revised plan and and how we how we how we handle it. And so they'll be there'll be a lot of, I think, things moving forward there. There'll be a lot of interest, a lot of town interest, which which is always a good thing. And that's what I have. Yes?

Selectman Gagnon asked, if you don't mind me asking you a question. Can you maybe not tonight, another time, can you explain to me the technical difference between a new applicant and a revised applicant? Because in your statement, and I believe the Planning Board is considering this as a revised. Selectman Guessferd replied, yeah. I mean, and I'm going to have to get back to you on the specifics. I don't want to speak out of out of just speculation or or not not full knowledge. So, yes, I'm going to probably have a few details filled in for me tomorrow night as well, I'm sure. So, yes, absolutely. Selectman Gagnon replied, let me know. That'd be great so I understand.

Chairperson Roy: So I was at the Library Board of Trustees meeting last week. They reported a very successful summer reading program that included participants from the age of two and up, including adults. And I guess their one complaint was the prizes they have for the adults weren't adult enough. I guess they were geared towards more kids, but it was the first year that they had combined the summer reading program to just having one program instead of one for children, one for teens, one for adult's kind of thing. They had a tremendous amount of participation and went really well and they look forward to doing it again next year.

The Friends of the Library reported that they'll they will have book giveaways at and I believe we're talking about this already Santa arrival the day after Thanksgiving. So if you're at that, your kids can get a free book and then they publish their operating schedule for 2023. So that's all I have.

Selectman McGrath then said can I make a comment? So about the Planning Board and the Hillwood development and all of that, please, whatever. I'm aiming this over at this side of the table. Don't put anything on Facebook that you don't want held against you or held against the Town. Please don't do that. I know, I know. There's certain individuals that really like to put things on Facebook. They think it makes them important and all of that. But that causes.... I'm aiming it at you (Selectman Gagnon). Selectman Gagnon replied, oh, I thought it was Gary. Selectman Guessferd then said that's inappropriate. That is an inappropriate comment. As a personal comment about people on the board here, I think we need to we need to keep those kind of comments to a minimum. Selectman McGrath replied okay, so, in other words, he shouldn't be posting anything on Facebook that's going to come back to haunt the town and cause the town to be facing a lawsuit. That's all I'm

going to say, because that happened before. Selectman Guessferd replied, yeah, I would I would agree in general that those are things we shouldn't be doing. Absolutely. Chairperson Roy said I would agree that it's inappropriate to... Selectman Guessferd said to point out individuals on that. We have to be careful. And this Board is people look at this Board and if they feel like we are not handling things, if we're handling things in a more personal nature, that and I've talked to townspeople, they don't like that. We need to be above that. We don't need to be aiming comments at different people on the Board. And I think we just need to be careful about that, all of us, because it's really it bothers me a lot when I hear those kind of comments, those little side comments, those little things that tend to kind of dig at each other. We really should not be doing any of that. And I'm not saying that to anybody in particular. I'm saying that to everybody here. We really have to be above all of that as we move forward. Our behavior needs to be professional and toward each other and toward the Town. So that's all I'm going to say at this point, because I'm more of this is coming up.

Selectman Guessferd then said on a positive note, I forgot, I can't believe I didn't say anything about the Rec Department. So we'll end this on a positive note. So they had a woodshop night last week. They raised some good money for annual Recreation Department Scholarship. So that's good news. Turnout was really good. There's a kind of yoga yoga program in town. Now they're testing an interest level of of those of small child children, 3 to 5 years coming with their parents. That begins next week. There's a couple of contests, October contests for pumpkin carving and decorating that are going on. There's going to be Amazon gift cards as prizes, and that ends on the 27th. I think we mentioned also that there's going to be the Speedway is going to have the annual Fright Night that's going to be happening. The comedy show. We have actually are going to have another comedy show. We haven't we had one a while back a little while ago. And as you know, we used to do these all the time and the tickets are going on sale tomorrow. And it's actually the date is November 12th. So that should be fun. They always you know, they always have a great turnout for these things and they always get some really good comics. So this would be a very nice town event. And then the senior programs are going well. There was a fall cookout. There's a field trip coming up tomorrow and there's a brains and balance class that's seems to be having a good turnout as well. So for the team yourself, and that is the rec department. I'm sorry, I just forgot to report that.

10. Remarks by Town Administrator

The Town Administrator was recognized and said the only thing I have tonight is we kick off budget season for Fiscal Year '24 this Thursday. So the first budget meeting for the Town will be Thursday starting at 7:00pm. We'll have the information posted online so folks can read it if they like. I believe you all got your budget materials, if I'm not mistaken. So we will start in earnest on Thursday at 7:00pm.

11. Remarks by School Board

School Board Chairman, Gary Gasdia was recognized and said thank you. Great. Thank you. So school is, I would say, getting back to normal. We've had obviously a few interesting weeks. You know, there was obviously the accident that was referenced earlier. We do have support at the high school for any students that need it. And a fund was established. There is information on Facebook. I believe it was done by the Alvirne Boosters for the families. You know, the passenger student is still in the hospital recovering. So it's going to be a long journey there, just as everyone said, you know, whether it's Wason Road or anywhere else, especially now with the getting dark, just keep your eyes open and hopefully we don't have to go through anything like this again. Other news; budget season starts for us as well. We have meetings on the 17th, 20th and 26th and everything will be available on the website. Sau81.org before then for anyone that wants to look.

This past weekend there was the Salem Band show. The marching band performed. They did a really nice job. One of the consent items in here was that the Friends of Music are going to be trying to raise some funds. If all goes well, this will be a year that our students go to Disney and march down the mainstream. However, as you can imagine, the prices are a little bit higher than they've been in the past. And since the students weren't in school, they don't have as much. They don't have the normal three years of fundraising that they have. So any hope anyone can give would be greatly appreciated. And finally, our FFA folks just continue to win, whether it's at the Deerfield Fair, the Big E or anything like that. They represent Alvirne and Hudson really well and seem to always come in first and everything they do. So off to a good start.

Chairperson Roy said congratulations to them. And where is the fundraiser for the Friends of...Mr. Gasida replied, it's in your packet at Market Basket, I believe November 5th and 6th, I believe is what. And Ayotte's State Line.

12. Other Business/Remarks by the Selectmen

Selectman Guessferd: I'm all set. I've said what I need to say

Selectman Gagnon: Thank you. So let's see here. I have two questions. One, for my own knowledge, I think we asked if anyone wanted to join me. I believe it's called the Lower Merrimack Advisory Committee. Have we had any applicants for that? Do we still have open seats there? The Town Administrator replied, not to my knowledge. Chairperson Roy then said if we haven't had any applicants could make another push on that? Selectman Gagnon replied, I think it's a pretty important group to be part of.

And then lastly, I guess to touch on this kind of easily, but just really to ask questions here. There was a press release and I've had people reach out to me about the accident and that the press release two employees were quoted and they seemingly seemed to contradict each other. I'm not pointing fingers. I'm not trying to make a problem with it just for the sake of being factual. Do we have a process to review any statements that leave, not by who should do it or who shouldn't, but just to make sure that it's being said the same way that we don't contradict each other? Is that, is that an issue or something...is there a process. Selectman Morin replied it depends, depends on which you're talking about. Are you talking about the police have a press release. They put out their investigation and then you're talking about Channel nine? Chairperson Roy replied, yeah, it was an interview. Yeah, it was an interview on I think MUR, is that channel nine? Selectman Morin replied, I'm not sure what what was the contradictory? Selectman Gagnon replied, I believe and this was told me by at least two individuals that the Police Chief said it had I quote here because I didn't read it myself. But hearing through it, the Police Chief said had nothing to do really with with traffic per se that had other other variables to it and that a Town employee seemed to be hinting that it had to do with traffic and he was referencing traffic problems and all that doesn't seem like a big deal. Selectman Morin replied, oh no. I can tell you from experience that road is a very bad road. He was saying nothing that is not true. You know, many fatals have been out on that road? It's just circumstances related to this crash were different. That's all. Selectman Gagnon replied, and that's all I'm getting at. Chairperson Roy then said I think it's about having in situations like that, having sort of a unified message so that people....Selectman Morin said but I think, again, we had the police investigation report and they said what they found when the interview took place on TV, specific questions were asked and the answer was given that it is a bad road, I can tell you it's a bad road. And the police sent out numbers. I have them, but they gave them '19 and there was 70 crashes on Wason Road from '19 to now. It's a bad road. But then I asked, what about this intersection over here? Same time period. 54. This is a controlled intersection. So. So where is the problem? Is the problem the real road or is the problem the intersection? I don't know. You've got a controlled intersection with 54 crashes in the same period of time. The one right right here. So and that's what we're saying, that that's a dangerous intersection, but it's controlled. So what is the cause?

Selectman Gagnon replied, and I guess my and I'm not disagreeing. Those are all factual and it's all unfortunate situations. I guess what was raised to me in the way I interpret it was the traffic concern or discussion is one in its own. And then reporting on what happened in this unfortunate accident is a different cause. Selectman Morin then said and I just should I don't disagree, but the way I saw the interview on TV was the question was asked and he said a factual statement, the road is dangerous. He didn't say anything that contradicted the police. He just said the road is dangerous. And I fully agree with him that the road is dangerous. This intersection is dangerous. We just have lucked out that we haven't really injured or killed anybody there yet. So that's what I'm saying? Selectman Gagnon replied, yup, thanks for your opinion. Okay. That's all I had for that Madam Chair.

Selectman McGrath: I am going to request that our next regular meeting to have a discussion about the Zoning Board and their actions. Chairperson Roy asked, anything specific? Selectman McGrath replied, just some of the some of the motions that have been made and approved and some of the actions that have taken place. The Chairperson then asked, did we want Mr. Buttrick or Mr. D'Addario there? Selectman McGrath replied, perhaps both. The Chair asked the Town Administrator, can you invite them to the next meeting? The Town Administrator replied, yeah, if that's what you'd like. Selectman McGrath then said there may be others that should be there, but at this point, I think just those two.

Selectman Morin: I got nothing.

Chairperson Roy: The only thing I have is I mentioned it several times is the visioning sessions are coming up, can find the information on the website. You can either go on Zoom, I believe it's on Thursday night. Is that? Yeah. Or you can go to the Community Center on Saturday. It is a great way for you to get you're your thoughts about what you want the town to look like out there. And I encourage every citizen to attend one of the sessions.

Selectman Gagnon said Madam Chair, I'm sorry for interrupting. Forgive me. Just on that note, quickly, I had someone else reach out to me to the Town web page, didn't actually have the master planning information on it. It's currently being held by NRPC's web page. I did let Brian Groth know that. And so I think as of yesterday or today, he said he's going to try to fix that. So just so the public knows, if you're looking for on the town website, it may not be there yet. It should be. But you can also search NRPC as well. They're hosting the master planning references. Chairperson Roy replied, thank you for that clarification.

13. Nonpublic Session

Motion by Selectman Gagnon at 8:24p.m., seconded by Selectman Guessferd 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. (I) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present. A roll call vote was taken. Carried 5-0.

Nonpublic Session was entered at 8:24p.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 8:41p.m.

Motions made after nonpublic session

1.) Selectman Morin made a motion, seconded by Selectman Guessferd to retain the services of former Town Clerk/Tax Collector Roger Ordway, for the period of October 17, 2022 through December 31, 2022, at the rate of \$30.00 without benefits. Carried 5-0.

2.) Selectman Guessferd made a motion to adjourn at 8:41p.m. This was seconded by Selectman Morin. Carried 5-0.

14. ADJOURNMENT

Motion to adjourn at 10:48 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

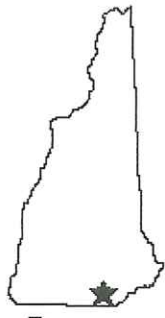
Bob Guessferd, Vice Chairman

David Morin, Selectman

Marilyn McGrath, Selectman

Brett Gagnon, Selectmen

Agenda
10-25-22



TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



8A

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

Scott J. Tice
Chief of Department

TO: Kara Roy
Chairperson, Board of Selectmen

FR: Scott J. Tice *[Signature]*
Fire Chief

DT: October 14, 2022

RE: October 25, 2022 BOS Public Agenda - Acceptance of Homeland Security Competitive Grant

RECEIVED
OCT 14 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

In December of 2021, the Hudson Fire Department submitted a formal application for the 2022 Homeland Security Competitive Grant for funding to support the purchase of Emergency Management equipment consisting of the following:

- Lighting tower with onboard 20kw standby generator
- (2) Full Matrix Boards
- Trailer mounter generator

On September 30, 2022, we were notified by the State of New Hampshire Department of Safety that our application has been approved for award. Tonight we are asking you to officially accept this award so we can move forward with the state to secure the funding.

This funding opportunity has been approved in the amount of \$137,994. There is no local match for this this program.

Thank you for your continued support.

Motion:

To authorize the Fire Chief to accept the 2022 Homeland Security Competitive Grant in the amount of \$137,994 as recommended by the Fire Chief.



TOWN OF HUDSON
Engineering Department

RECEIVED

OCT 20 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Ajuda
10-25-22

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: October 20, 2022

RE: Update Regarding Taylor Falls and Veteran's Memorial Bridge

Taylor Falls and Veteran's Memorial bridges, aka the twin bridges, are in need of repairs and are the responsibility of the City of Nashua and Town of Hudson.

We have been working with City of Nashua to design the rehabilitation of both bridges and have hired DuBois & King Inc. to perform those services for the amount of \$80,291, which both municipalities share equally (\$40,145.50/Municipality).

While planning for the construction bid phase scheduled for November 2022, we were informed that the NHDOT will commit 2.5 million dollars to the construction phase, which includes both bridges. This will be through a federal funds 80/20 split, managed by the state bridge program division.

The state has requested we perform additional tasks to comply with federal requirements which include the following

- NEPA process and clearances
- Revise Plans, Specification's and Estimates (PS&E) for both bridges to be advertised for construction
- NHDOT Estimate Review Committee submission
- NHDOT Traffic Control Committee submission
- NHDOT R.O.W Certificate
- NHDOT Utility Clearance

These services can be provided by our current consultant for an additional amount of \$30,000, and Nashua has agreed to this scope of work and fee.

In conclusion, my recommendation to move forward with the additional tasks to be performed by Dubois & King Inc.

First Motion:

To award the revised contract for the Twin Bridge Street engineering services to DuBois & King, Inc. in the not to exceed amount of \$110,291.00 with Hudson's 50% share of the cost not to exceed \$55,145.50 from the 5585-225 (Engineering Services) account, as recommended by the Town Engineer.

Second Motion:

To authorize the Town Engineer to work with the City of Nashua to update the 2020 Municipality Agreement.



October 19, 2022
D&K Project No. 626747

Elvis Dhima, PE
Town of Hudson
Engineering 7 Public Works Departments
12 School Street
Hudson, NH 03051

SUBJECT: Proposal for Professional Services
NH Route 111 Bridges over Merrimack River
NHDOT Bridg Nos. 109/068 and 110/068
Bridge Design - PS&E Phase

Dear Elvis:

This letter will serve as an Amendment to our 11/20/20 Contract/Agreement executed on 01/1/21) for Professional Engineering Services – PS&E Phase.

An amendment to our Agreement is necessary to respond to the following new or additional activities and items that were not anticipated or included in our original agreement which are now required with federal funding:

- Additional Services and processes required with Federal Funding:
 - NEPA process and clearances
 - Revise Plans, Specification's and Estimates (PS&E) for both bridges to be advertised for construction
 - NHDOT Estimate Review Committee submission
 - NHDOT Traffic Control Committee submission
 - NHDOT R.O.W Certificate
 - NHDOT Utility Clearance

REVISED & ADDITIONAL SCOPE OF SERVICES

The 11/20/20 Agreement Tasks D-1 to D-4 is hereby amended as follows:

acceptable. Following the survey, D&K will prepare a brief survey memo/report of findings. [NOTE: This task may occur after the PCE is submitted depending on various factors and is intended to support the findings of IPaC and the bridge/structure assessment above.]

- Cultural Resources and Historic Documentation to consist of:
 - i. Prepare of a **Request for Project Review – Transportation Projects** Form and submit to NHDOT for transmittal to NHDHR.
 - ii. Coordinate with NHDOT Cultural Resource Program and NH DHR to provide basic information via emails and phone calls.
 - iii. Preparation of Memorandum of Effect (MOE) Form and submit to NHDHR.
- Prepare for and present at one (1) NHDOT Natural Resource Agency Coordination (NRAC) meeting (via remote Zoom or other NHDOT-designated online platform); to include general project overview and information specific to the NEPA documentation task and preparation of draft and final presentation meeting minutes and submission of minutes to NRAC coordinator via email
- Submit complete draft of PCE to Town Point of Contact (POC) via digital/electronic version (email or secure portal) for review and subsequent signatures, as needed
- Submit complete final to NHDOT Environmental Division via digital/electronic version (email or secure portal) for final review and determination (assumes acceptable with no requests for additional information subject to scope/fee modification)
- Preparation and facilitating one (1) public hearing by up to two D&K staff (assumes up to two hours in-person at Town of Hudson offices and up to four hours of drive time).

D-6 Revise Plans, Specifications and Estimate (PS&E). Final PS&E submission for Bridge Deck Rehabilitation (West Bound Bridge only) was submitted on 10/05/22). PS&E documents will be revised and updated for rehabilitation of both East Bound and West Bound bridges:

- Revise/update PS&E documents throughout for rehabilitation of both bridges
- Revise schedule for an anticipated advertisement date of May 1, 2023 (or earlier)
- Include all Federal Contract Requirements/LPA requirements in Bid Documents (Speciation's Section 00870, Davis-Bacon Wage Rates, etc.)
- Revise Bid Documents to include/use City of Nashua Standard Bid Documents (Front End Documents)
- Revise specifications to allow for winter shutdown by Contractor
- Revised documents based on review comments received from NHDOT

D-7 Public Information Meeting. A public informational meeting is required by the NEPA process and during Final Design Phase by Federal Funding. D&K will schedule and lead a Public Informational Meeting for this project. Meeting to be held at the Hudson Town offices. We will prepare a PowerPoint Presentation that will cover:

- Scope of the Deck Rehabilitation Project
- Project Costs - Construction
- NEPA process

- Bridge/Bat fieldwork assumes no specialty Personal Protective Equipment (PPE) and is limited to on-foot observations without use of lift equipment.
- Assumes no presentation of project SHPO/FHWA/ACOE/NHDOT Cultural Resources Committee (CRC) meeting.
- It is assumed that no archeological resources will be found or present and no Phase 1A or Phase 1B Survey will be required.
- Task estimate does not include any costs for preparing or submitting environmental permits.
- Assumes no notices to abutters or other notifications. Any such costs will be at the Client's additional expense.
- Assumes only preparation and submission of NHDOT Categorical Exclusion Programmatic Determination Checklist for federally funded projects. No additional requests for additional information or additional actions, including results of answering "Yes" to any of the criteria (e.g., Roadway Access due to closure and redirecting traffic), is estimated herein.
- Furthermore, we assume this project does NOT qualify as a Type 1 Highway project requiring additional noise analysis.
- All filing fees, newspaper ad fees, and other fees will be at Client's expense.
- See 11/20/20 Contract

CLIENT RESPONSIBILITIES

- See 11/20/20 Contract

SCHEDULE

Upon contract execution, D&K shall commence immediately with the additional services. The NRAC meeting (required by NEPA) will be coordinated to occur as soon as possible thereafter based on the D&K and NRAC schedule and agenda space. The projected timeline is to complete the NEPA PCE and submit on or before December 15, 2022. The Public Hearing is anticipated to be scheduled thereafter subject to NHDOT agency guidance and Town scheduling/location constraints. All services shall be completed and submittals made to the NHDOT by April 1, 2023

PROFESSIONAL FEES

For accomplishing the above additional Scope of Services, DuBois & King, Inc. will be paid on a Lump sum fee. Our fee for each service category is depicted in the following table:

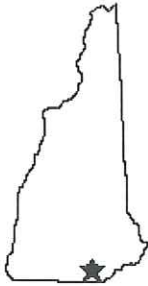
SCOPE ITEMS	ESTIMATED FEE
Design Phase Scope Items D-1 to D-4 inclusive	\$80,291 (original contract)
New Scope Item D-5	\$15,000 (Contract Amendment)

ACCEPTED AND AUTHORIZED TO PROCEED:

BY: _____

DATE: _____

Agenda
10-25-22



TOWN OF HUDSON


Engineering Department



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 

DATE: October 7, 2022

RE: Hudson – Pennichuck Water Wholesale Water Supply Contract

RECEIVED
OCT 07 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

In June 30, 2021 we turned off Dame supply well in Litchfield due to PFOA's state requirements and have been purchasing the required additional water from Pennichuck. The Town worked with Pennichuck to update the E Street Station for winter operation and started discussions related to purchasing a minimum amount at lower price.

While we are working with the NH Department of Environmental Service and Saint – Gobain regarding Dame well treatment we have negotiated a new 2 year contract, with three additional 2 year extensions with Pennichuck. Under the new contract, the Town will be guaranteed one million gallons per day at a much lower rate than the current price. The average annual average savings under the new contract will be over half a million dollars.

In addition, we will ask the Public Utility Commission to allow Pennichuck to provide credit to the Town for the past 16 months, for approximately \$225,000.

This contract has been reviewed by Town counsel and will be subject to final Public Utility Commission.

Motion:

To approve the latest Wholesale Water Supply Contract, as recommended by Town Administrator and Town Engineer

2022 Wholesale Water Supply Contract

This 2022 Wholesale Water Supply Contract ("Agreement") is made as of the ___ day of _____, 2022 by and between Pennichuck Water Works, Inc., a New Hampshire corporation with an address of 25 Walnut Street, Nashua, New Hampshire 03060 ("Company") and the Town of Hudson, acting by and through its Board of Selectmen, with a principal place of business at 12 School Street, Hudson, New Hampshire, 03051 ("Town").

WHEREAS, the Company and the Town are parties to a Wholesale Water Supply Contract dated July 12, 2005 ("2005 Contract"),

WHEREAS, the Company and the Town wish to terminate the 2005 Contract and enter into a new agreement under which the Company would continue to make water available to the Town for purchase at a wholesale rate.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties agree to the following deviations from the Company's otherwise applicable terms and conditions of service:

1. Term. This Agreement shall be binding upon the parties upon execution by both the Town and the Company, but the terms hereof shall not take effect until any necessary approval of the New Hampshire Public Utilities Commission ("NHPUC") has been obtained. This Agreement shall remain in effect for an initial period of two (2) years from July 1, 2021 ("Initial Term"), subject to extension of the term pursuant to Section 2 or termination pursuant to Section 2 or Section 10.
2. Renewal Terms. The term of this Agreement shall be automatically extended for three additional terms of two (2) years each (each a "Renewal Term") unless either party gives written notice to the other, at least twelve (12) months prior to the date on which the Initial Term or any Renewal Term expires, of its intention to terminate the Agreement at the expiration of the Initial Term or the then-current Renewal Term, as the case may be.
3. Delivery Point and Metering.
 - (a) The water to be sold by the Company to the Town under this Agreement shall be delivered by the Company to the Town at the point of interconnection between the Town's water system and the Company's water system on the Nashua side of the Taylor Falls Bridge ("Interconnection Point").
 - (b) The Company shall, at its own cost, install and maintain metering equipment ("Meter") on the West side of the Merrimack River in the Taylor Falls pumping station located approximately 700 feet westerly from the end of the Interconnection Point, which shall be used to measure the quantity of water taken by the Town on a monthly basis.
 - (c) In addition, the Company, which is the current owner and operator of the E Street Interconnect Station in Nashua, shall maintain it at its own cost. For any upgrades to the E Street Interconnect Station facility related to a capacity increase for the Town, the

Town shall pay a percentage of the total upgrade cost. The Town's percentage cost for the upgrade shall be calculated by dividing the Town's Total Required capacity, including the increase requested by the Town, by the sum of the Town's capacity plus the average of the last three years usage by PEU at the Sullivan Road Meter Pit. The percentage contribution by the Town shall be recalculated each time a station upgrade is required with the calculation being based on each party's usage from the year prior to the upgrade being completed.

(d) The Meter shall be inspected and calibrated by the Company in accordance with the applicable regulations of the NHPUC. A copy of any inspection and calibration reports shall be available at the Company's principal office for examination by the Town during normal business hours upon reasonable notice from the Town.

(e) The Town may have the accuracy of the Meter tested by an independent third party at the Town's expense at any time, but not more frequently than once each month, provided that the Town gives the Company at least seven (7) days advance written notice of its desire to test the Meter. The Company shall have the right to be present during any such test. If the Meter reads within the specifications established by the NHPUC, the cost of such test shall be borne by the Town. If the Meter does not meet the specifications established by the NHPUC, the cost of the tests shall be paid by the Company, and the Company shall adjust its next bill to the Town accordingly.

(f) In the case of missing or inaccurate flow records due to a faulty Meter or other circumstances, the Company shall calculate the payments due from the Town using a reasonable estimate of the flow based on past records and other relevant data for a comparable period.

4. Expansion of Service.

(a) The Town shall have the right, at its sole expense, to construct and connect transmission mains, main pipe extensions, hydrant branches and service connections located within Hudson to the Interconnection Point, in accordance with all applicable industry engineering standards and practices, to supplement its current service and provide additional service within the Town, but not to provide water service outside of the Town.

(b) For any future expansion of Company services, operations or infrastructure that may affect the Town's distribution system and or storage tanks, the Company shall provide the Town a summary of the planned expansion in writing for Town review and comment. If a Company water main expansion results in a necessary but unplanned upgrade to the Town's distribution system, then the Company shall be responsible for those upgrades.

5. Quantity of Water.

(a) Maximum Daily Demand. Subject to the provisions of Section 5(b) and Section 6, the Town shall have the right to take up to, but not in excess of, two million, one hundred thousand (2,100,000) gallons of water per day ("GPD") at the Interconnection Point; provided, however, that water taken for non-training firefighting purposes shall not be counted toward such maximum quantity.

(b) Maximum Peak Demand. At all times, the Town's peak draw at the Interconnection Point shall be limited to 1,460 gallons per minute; provided, however, that water taken for non-training firefighting purposes shall not be counted toward such allowable draw. If PWW, in its sole discretion, determines that, due to circumstances beyond PWW's reasonable control, its water supply is impaired, PWW may, upon twenty-four (24) hours' notice to the Town reduce the maximum volume that may be taken by the Town. PWW will promptly notify the Town when such circumstances cease to exist, and, thereupon, the rights of the Town to take water as set forth in this Section 3(a) shall be restored. In exercising its discretion concerning a reduction in the amount of water thereafter to be taken by the Town, PWW shall afford at least as favorable treatment to the Town as to its other wholesale water supply customers, except insofar as its special contracts, existing on the Effective Date, with such customers or the rules of the NHPUC require a different standard to be applied with respect to such customers. PWW will promptly employ its commercially reasonable efforts to cure such inadequacy or impairment. The Town shall not be entitled to compel PWW to supply it with any specific quantity of water nor shall it be entitled to any damages as a result of PWW's determination that its supply is inadequate or impaired.

6. Increase in Quantity of Water. If the Town wishes to increase the maximum quantity of water that it is permitted to purchase under Section 5, it shall provide the Company with written notice sufficient for the Company to evaluate the capacity of its facilities to produce water to meet such increased demand in light of existing and reasonably anticipated additions to demand on the Company's own system. Such notice shall be given at least one year in advance of the desired implementation date of the increase. The Company shall respond to such a request within ninety (90) days, indicating whether it agrees to provide the additional supply. If the Company agrees to increase the maximum quantity of water that may be taken by the Town, the Company and the Town shall negotiate in good faith to determine the price of any such increase based on the cost of the incremental capacity. If despite such good faith negotiations, the parties are unable to agree on the cost of the incremental capacity, the Company shall not be required to increase the maximum quantity provided for in Section 5. Any increase in the maximum quantity of water to be purchased under this Agreement shall be reflected in an amendment to this Agreement, signed by the parties. Such amendment shall become effective upon execution and will require additional approval of the NHPUC and is subject to a Cost of Service Study based on the revised capacities.

7. Fees. The Town shall pay the Company the following amounts for the water supplied or to be supplied by the Company under this Agreement:

(a) Demand Charge. The Town shall pay the Company an annual demand charge of \$457,441 (the “Annual Demand Charge”) payable to the Company in equal monthly installments. The Demand Charge is subject to the determination the NHPUC as part of the proceeding to approve this Agreement. The Demand Charge shall be due and payable without regard to the amount of water actually taken by the Town or any volumetric charges for such purchases. If there is a period of time, one week or longer in continuous duration, where the Company cannot deliver the 1.0 MGD requested by the Town the Demand Charge in that year will be reduced by the number of days where 1.0 MGD is not available to the Town divided by 365 multiplied by the annual Demand Charge. The Company may only adjust the Demand Charge in the event a new cost of service allocation study is obtained by PWW (a “Cost of Service Study”) and approved by the NHPUC and where the adjustment to the Demand Charge is in direct response to the need to comply with regulations of the United States Environmental Protection Agency or the New Hampshire Department of Environmental Services and where such compliance involves the need to make material investment in or upgrades to the material water supply facilities that serve the Town. Such material investments or upgrades include those made to, for example, PWW’s Nashua water treatment plant, the Pennichuck Brook Dams, the Merrimack River Raw Water Pumping Station, and the Fifield Tanks. The Demand Charge shall only be adjusted to the extent that the material upgrade is necessary to comply with the regulations and is required to serve the Town, and where the Demand Charge has been approved by the NHPUC.

(b) Volumetric Charge. The Volumetric Charge will be \$1.0093 per 100 cubic feet, for a minimum guaranteed of 487,968 CCF per year over a two-year period with the start date being the Initial Term date of July 1, 2021. The Volumetric Charge is subject to the determination of the Volumetric Rate by the NHPUC as part of the proceeding to approve this Agreement and such approval, if occurring after July 1, 2021, may require issuance of corrected bills to reflect the approved rate for usage as of July 1, 2021. In such an event, the difference in revenues between what was actually billed for service July 1, 2021 forward and what would have been billed under the new approved rates will be used to create a bill credit. This bill credit will be returned over the number of months that the credit was earned, similar to the minimum guaranteed usage credit described below.

The evaluation of minimum guaranteed usage shall be calculated in August of each year and shall look back over the Town’s usage for the two preceding years from July 1 to June 30 and divided by 12 months. The Town will be billed each month for the number of days in that monthly billing cycle times 1,336.9 CCF per day times the approved volumetric charge. If the Town’s actual usage for the month is less than 40,107 CCF (based on a 30-day month) the difference between the monthly billed volumetric consumption and the Towns actual consumption shall be carried as a credit into the following month’s bill. The credit will reduce the next month’s billable consumption if the Town’s actual consumption exceeds the minimum monthly consumption of 40,107 CCF. The Town will carry any credits due to offset monthly consumption for up to two years. If at the end of any two-year period the Town has a consumption credit at the end of that two year period that credit will be reset to zero for the start of the next two-year period. The Volumetric Charge may

only be adjusted by the same percentage and at the same time as any future change in the volumetric rates for general metered service, as adjudicated by the NHPUC, which the Company charges to its core system customers in the City of Nashua. The Volumetric Charge includes modifications made from time to time by adjustments to the Qualified Capital Adjustment Charge, as approved by the NHPUC. Source: *Pennichuck Water Works, Inc.*, Docket No. DW 19-091, Order No. 26,429 (December 2, 2020).

(c) Meter Charge. The Monthly Fixed Meter Charge shall be set at \$78.33 per month and reflects the cost to read and bill the Town on a monthly basis in addition to the cost to test the Town wholesale meters on an annual basis. The Monthly Fixed Meter Charge subject to the determination of the Monthly Fixed Meter Charge by the NHPUC as part of the proceeding to approve this Agreement. Thereafter, the monthly fixed meter charge may only be adjusted by the same percentage and at the same time as any future change in the volumetric rates for general metered service, as adjudicated by the NHPUC, which the Company charges to its core system customers in the City of Nashua.

(d) Invoices. The Company shall bill the Town on a monthly basis for water taken by the Town under this Agreement. Payment shall be due on presentation of each invoice and amounts unpaid after thirty (30) days shall be subject to one and one-half (1-1/2%) percent interest per month on the unpaid balance from the date of such invoice.

8. Use of Mains and Boosters.

(a) The Town shall wheel water from the Company through the Town's transmission and distribution mains to limited service areas of Pennichuck East Utility, Inc. ("PEU"), an affiliate of the Company, in Litchfield, Pelham, Londonderry and Windham (limited service areas are as defined in Appendix "A" of this agreement) that are interconnected with the Town's water system, provided that the Company's right to transmit its water through the Town's distribution system shall be contingent upon such use not significantly reducing the pressure in the Town's distribution lines (more than 10% reduction in pressure). For any water wheeled by the Town through the Town's water system for the Company, the Company shall pay the Town the Volumetric Rate plus twenty percent (20%) of the Volumetric Rate set forth in Section 7. In addition, this rate shall be adjusted by the same percentage and effective as of the same dates as any adjustment in the rates paid by core system customers in the City of Nashua.

(b) The Company shall reimburse the Town every year for a percentage of the any capital improvements completed in that year related to the Route 102 Booster station, also known as Hickory Station, located in Hudson. The reimbursement percentage shall be based on water usage used by PEU in Londonderry via the West Road Meter Pit divided by the total flow through the Hickory Road Booster Station. The Company shall reimburse the Town for any Capital improvements completed over the past 12 months from the date of this contract approval in accordance with the formula defined in this paragraph.

9. Assignment and Sale. The Town agrees that any water provided to it by the Company shall be used only to provide service to customers within the Town who are served by the Town's water system. No water shall be sold by the Town, either directly or indirectly, to any private or investor owned water utility, municipality, village district or individual doing business or residing outside of the Town for any purpose without the Company's prior written consent.
10. Termination. In the event of a material breach of this Agreement by either party, this Agreement may be terminated by giving the breaching party written notice of termination, which notice shall set forth with specificity the nature of the claimed breach by the other party. The breaching party shall have 30 days to cure the material breach, during which time the parties shall make a good faith effort to resolve the dispute informally. Any such termination shall not be effective until three (3) months from the date of such notice. In no event may this Agreement be terminated on less than three (3) months prior written notice, except as may be determined by order of the NHPUC.
11. Miscellaneous.
- (a) Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, that the parties are unable, after a good faith effort, to settle informally may be submitted to the NHPUC, or its successor, for resolution.
- (b) Severability. If any term or condition of this Agreement is found to be unenforceable, the remaining terms and conditions shall remain binding upon the parties as though said unenforceable provision were not contained herein.
- (c) Amendments, Assignment, Governing Law. This Agreement may be amended upon the mutual agreement of the parties, subject to any required approval of the NHPUC. This Agreement may be assigned by the Company to a wholly owned subsidiary or an affiliate under common control with the Company without the prior consent of the Town. This Agreement shall be binding upon and inure to the benefit of the respective successors and legal representatives of the parties. This Agreement shall be governed by and construed under the laws of the State of New Hampshire.
- (d) Notices. All notices, requests, demands and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been given if they are delivered by hand or by nationally recognized overnight courier or mailed by certified or registered mail with postage prepaid to the Town or the Company, as the case may be, at the address first noted above or to such other address as the receiving party may have given written notice to the other party.
- (e) Action Necessary to Complete Transaction. The Town and the Company agree to execute and deliver all such other documents or instruments and take any action that may be reasonably required to effectuate the transactions contemplated by this Agreement.

(f) Headings. The headings in each section of this Agreement are for convenience of reference only, and do not form a part hereof and in no way modify or shall be used to interpret or construe the meaning of this Agreement.

(g) Integration. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter hereof, and supersedes all prior understandings, agreements, statements and representation, whether written or oral, between or made by the parties. Upon taking effect, this Agreement shall supersede and terminate the 2005 Contract in its entirety.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused their corporate names to be subscribed by an officer duly authorized and their corporate seals to be affixed.

PENNICHUCK WATER WORKS, INC.

Witness

By: _____
Name: Larry D. Goodhue
Title: Chief Executive Officer

**TOWN OF HUDSON,
By Its Board of Selectmen**

Witness

By: _____
Selectman

Witness

By: _____
Selectman

Witness

By: _____
Selectman

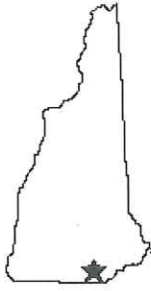
Witness

By: _____
Selectman

Witness

By: _____
Selectman

Agenda
10-25-22



TOWN OF HUDSON

Engineering Department



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

8D

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: October 7, 2022

RE: Hudson Water Utility Operation and Maintenance -5 Year Contract Extension

RECEIVED

OCT 07 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

In 2018, the Town of Hudson hired Whitewater as our water utility operator through a bid process. The current contract in place requires the Town to inform the operator by December 2022, if we intent to extend the contract.

The contract extension would provide the following benefits:

1. Maintain the rates locked in 2018.
2. Maintain the escalation cost of no less than 2 % and no more than 5 % per year.
3. Provide the ability to complete the MIU replacement program, currently paid by WhiteWater upfront and refunded by the Town through a ten (10) year program.

The Town Engineer's recommendation to Board of Selectmen is to extend the existing contract for an additional five (5) years.

Motion: To extend the Water Utility Operation and Maintenance Contract to WhiteWater Inc. by five Years, as recommended by Town Engineer.

FILE

**FORM OF AGREEMENT
BETWEEN TOWN AND COMPANY**

THIS AGREEMENT is dated as of the 9th day of July in the year 2018 by and between the Town of Hudson, 12 School Street, Hudson, NH 03051 (hereinafter called Town) and WhiteWater, Inc., 41 Central Street, Auburn, MA 01501 (hereinafter called COMPANY).

WHEREAS, the Company specializes in the operation and maintenance of water storage, water treatment, water supply, SCADA, security, meter readings and replacements, and water distribution facilities;

TOWN and COMPANY, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

**5 YEAR OPERATIONS AND MAINTENANCE AGREEMENT FOR
HUDSON WATER UTILITY**

1. **Definitions.** For purposes of this Agreement, the following terms have the respective meanings as set forth below:
 - 1.1 **Capital Expenditure** means the outlay of funds for the purchase of equipment, fixtures, furnishings and other items customarily considered to be capital items or for the construction of new Facilities. Purchases or construction of capital items are those that significantly extend service life; are not regularly purchased, acquired or constructed on an annual basis; are classified as capital items in standard accounting practice; or require programmed budgeting by the Town. In order to be classified as a capital expenditure, a purchased or constructed item must have a cost of at least \$500 and must have a minimum expected life of a year or more.
 - 1.2 **Catastrophic Event** means an event that destroys or damages a major portion or significant element of the System at one time, such as a flood, fire, earthquake, tornado or other natural disaster, or a disaster intentionally or unintentionally

brought about by human beings where the work required would exceed those services described as Emergency Work.

- 1.3 **Scheduled Work** means the work described in **Appendix A** of this Agreement at the frequency as defined therein.
- 1.4 **Planned Work** means the work described in **Appendix B** of this Agreement.
- 1.5 **Emergency Work** means the work described in **Appendix C** of this Agreement.
- 1.6 **Engineering Services** means the services described in **Appendix F** of this Agreement.
- 1.7 **Facilities** means any equipment including SCADA and security, piping, tanks, structures, computers, software and all real and personal property that form a part of the water supply and distribution system that is the subject of this Agreement; and includes items of equipment such as pumps, motors, mixers, blowers, filters and other mechanical devices; electrical fixtures, switches, wiring, metering, instrumentation and electronics, and other electrical or electrical/mechanical devices; and also includes water distribution system mains, hydrants, gates, valves and all associate appurtenances; water storage tanks; water well pumps, infrastructure and related water treatment devices; pumping stations and associated grounds and structures.
- 1.8 **Minimal Water Treatment** means the addition, as necessary in the judgment of the Company, of (1) a corrosion inhibitor to the water in the System; (2) chlorine to the water in the System; and (3) a sequestering agent to the water in the System.
- 1.9 **Subcontractor** means a person, firm or corporation other than employees of the Company or its affiliates who or which contracts with the Company to furnish, or actually furnishes, labor, materials and/or equipment for services under the Agreement.
- 1.10 **System** means the water storage and water distribution Facilities located in the Town of Hudson, New Hampshire and the water supplies in the Town of Litchfield, New Hampshire, including but not limited to approximately 120 miles of water main, ranging in size from 1" to 16" in diameter and made of PVC, cast iron and ductile iron; approximately 2,050 gate valves (1,350 town responsibility); 780 fire hydrants (670 town owned); 3 ground storage tanks; 3 water wells and appurtenant facilities; 4 booster pumping stations; approximately 6,600 customer

service lines; 6,219 meters; and any new water mains and appurtenances (including hydrants, gates, valves, meters, etc.) constructed by the Town or others or put into service by the Town during the term of this Agreement.

2. **Initial Term.** The Initial Term of this Agreement shall be five (5) years. However, at the Town's option, the Initial Term may be extended to ten (10) years. In the event the Town elects to exercise this option, it shall provide the company with written notice that it has exercised the option no less than one hundred and eighty (180) days prior to expiration of the Initial Term.
3. **Renewal.** At the expiration of the Initial Term of this Agreement (whether the Initial Term is five years or has been extended to ten years as provided in Section 2), the term shall automatically be renewed for two successive terms of three (3) years (each a "Renewal Term") unless the Company or Town gives written notice to the other, at least one hundred eighty (180) days before the expiration of the Initial Term or the first Renewal Term, as the case may be, of its intention to terminate the Agreement.
4. **Scope of Work.** The Company shall provide the following services to the Town on the terms and conditions set forth in this Agreement:
 - 4.1 **Services.** The Company shall perform the Scheduled Work, Planned Work and Emergency Work during the Initial Term and any Renewal Term.
 - 4.2 **Personnel.** The Company shall utilize management, technical, operational and administrative personnel capable of effectively performing the services required under this Agreement. All personnel utilized by the Company shall meet such applicable New Hampshire certification regulations for the operation and maintenance of the System as may be adopted from time to time. The Company shall provide a list of personnel that shall be designated for maintaining and operating the Hudson Water Utility.
 - 4.3 **Schedule.** The Company will determine the exact timing and scheduling for the performance of all Scheduled Work in consultation with the Town.
 - 4.4 **Equipment.**
 - 4.4.1 The Town shall load meter reading devices provided and owned by the Town for all meter reading required under this Agreement. Upon the completion of meter reading, the Company shall return the meter reading devices to personnel designated by the Town in order to permit such personnel to download the meter read data contained in the meter reading devices. The Town shall download the

meter read data from the Town's meter reading devices within 5 working days of the devices being delivered to the Town with complete meter read data.

4.4.2 With the exception of the meter reading device specified in Section 4.4.1 of this Agreement, the Company shall furnish all permanent equipment, spare parts, supplies, fixtures, appliances and tools to perform its duties under this Agreement and shall charge the Town the cost thereof. The Company shall use the same purchasing practices that it employs when purchasing materials for its other water system, in order to achieve economies of scale in materials procurement.

5. Standards.

5.1 **Inspection.** The Town will inspect the System and examine maintenance records prepared by the Company at the end of each month during the term of this Agreement.

5.2 **Drinking Water.** The Company represents that it is knowledgeable about the drinking water standards applicable to the System under New Hampshire and federal law, and is capable of managing the System's principal source of water supply (the Litchfield Wells). The Company shall perform periodic water testing as described in Appendix A to ensure that the System provides drinking water that meets the drinking water standards applicable to the System under New Hampshire and federal law. If the Company determines that the quality of the drinking water provided by the System falls below the requirements of New Hampshire and federal law, the Company will recommend to the Town a course of action to return the quality of the drinking water provided by the System to the drinking water quality standards imposed by New Hampshire and federal law.

5.3 **Obligation to Discontinue Water Service.** Notwithstanding any other provision of this Agreement to the contrary, the Company shall have no obligation to discontinue the water service of any System customer in a manner prohibited by RSA 38:31 or any other applicable New Hampshire law, or take any other action prohibited by RSA Chapter 38 or other applicable New Hampshire or federal law.

6. Compensation

6.1 **Scheduled Work**

6.1.1 The Town shall pay the Company a fee of five hundred thirty-eight thousand four hundred eighty-one dollars (\$ 538,481) for the first year of this Agreement for Scheduled Work (the "Base Rate"). Upon the first anniversary of this Agreement,

and each succeeding anniversary during the Initial Term and any Renewal Term of this Agreement, the Base Rate shall be adjusted as follows:

- 6.1.2 The Base Rate will be guaranteed for one (1) year beginning July 1, 2018. At the end of the first-year term, beginning year two (2) and for each subsequent year, the fee will be adjusted based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Boston Area as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve months ended June 30th. The annual increase will have a ceiling of 5% per year and a floor of 2%.
- 6.1.3 The Town shall pay the Base Rate (as adjusted hereunder), in 12 equal monthly installments, payable at the end of each month during the term of this Agreement.
- 6.2 **Planned Work.** The Town shall pay the applicable rates for Labor and Equipment for the performance of Planned Work including applicable overtime rates and material and supply charges as described in **Appendix D** to this Agreement. The Labor and equipment rates shall be adjusted on each anniversary of this Agreement using the same adjustment mechanism as is set forth in Section 6.1.2 of this Agreement.
- 6.3 **Emergency Work.** The Town shall pay the applicable rates for Labor and Equipment for the performance of Emergency Work including applicable overtime rates and material and supply charges as described in **Appendix D** to this Agreement. The Labor and equipment rates shall be adjusted on each anniversary of this Agreement using the same adjustment mechanism as is set forth in Section 6.1.2 of this Agreement.
- 6.4 **Payments.** For all work performed under this Agreement, the Town agrees to make payment within 30 days of receipt of invoice and agrees that it shall pay interest at the rate of 12 % per annum on all invoices or portions of invoices and other amounts that remain unpaid for more than 30 days. All invoices shall be emailed, and the Town shall provide the appropriate email addresses.

7. **Company Insurance**

- 7.1 **Worker's Compensation.** The Company shall provide worker's compensation for all its employees at the location of the System. In case any work is subcontracted, Company shall require any subcontractor similarly to provide worker's compensation insurance for the subcontractor's employees, unless such employees are covered by the protection afforded by the Company. If any class of employees engaged in work at the System is not protected under any worker's compensation law, the Company shall indemnify the Town from liability for injury to such employees incurred during work

related to this Agreement. The Company shall also indemnify the Town for any damages resulting to the Town from failure of the Company or any subcontractor of Company to maintain worker's compensation insurance.

- 7.2 **Public Liability and Property Damage.** The Company shall maintain and cause any subcontractor hired by the Company to maintain public liability and property damage insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and/or property damage for claims and damages for personal injury, including death, and claims for property damage which may arise from the Company's or any subcontractor's operations under this Agreement.
- 7.3 **Comprehensive Automobile Liability.** The Company shall retain comprehensive automobile liability for vehicles used to provide any services under this Agreement, whether such vehicles are owned by the Company or a third party (other than those owned by the Town), with a limit of not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence, bodily injury and property damage.
- 7.4 **Proof of Insurance.** Upon execution of this Agreement, the Company shall deliver a certificate of insurance evidencing the foregoing insurance coverages. Such insurance policies shall provide that the Town will be given at least (30) thirty days notice of cancellation of any such policy during the term of this agreement.

8. Subcontractors.

- 8.1 **Use of Subcontractors.** The Company may employ qualified subcontractors to carry out the various functions relating to its duties under this Agreement; provided, however, that the Company shall have first obtained the Town's written consent for subcontracts in excess of \$ 5,000.

9. Catastrophic Events.

- 9.1 **Liability.** The Town shall indemnify and hold the Company harmless from and against any liability for any losses incurred or damage resulting from shutdowns or interruptions of operations due to causes beyond the control of the Company. Such causes include, but are not limited to, acts of God, intentional and/or malicious interference with the System or any part thereof, vandalism by non- Company personnel and fires. During such shutdowns or interruptions, the Company shall use all commercially reasonable efforts to continue to perform its responsibilities under this Agreement.

9.2 **Maintenance and Repairs.** Maintenance and repairs to the System required as the result of a Catastrophic Event are beyond the scope of this Agreement. If a Catastrophic Event occurs, the Company and Town shall mutually assess the scope of the work required by such event, and shall conduct good faith negotiations to try to establish the terms of a separate written agreement to cover services needed as a result of such event.

10. Capital Improvements and Engineering Services.

10.1 **Capital Improvements.** Except as provided in Section 10.2, capital expenditures are not included within the scope of services of this Agreement. The Town shall be responsible for budgeting and appropriating funds to cover the cost of all capital expenditures, and such expenditures shall not be paid for by the Company. The Company shall identify the Capital Expenditures with regard to the System that it deems, in its judgment, to be necessary in the foreseeable future, in order to help the Town to make informed policy decisions regarding the planning and execution of such Capital Expenditures. The Company shall be responsible for providing monthly updates related to needs within the system. The Company will only complete Capital Improvements if:

10.1.1 The Town requests the Company to complete the Capital Improvements,

10.1.2 The Contractor is willing to complete the Town requested Capital Improvements,
and

10.1.3 The Town agrees in writing to pay for such Capital Improvements at the same rates as set forth in **Appendix D** of this Agreement. The rates for such work shall be adjusted annually by the in the same manner as the Base Rate is adjusted.

10.2 **MUI Installation.**

10.2.1 The Company shall furnish and install radio meter interface units ("MIUs") on all existing meters in the System that do not currently have MIU's installed as of the execution date of this Agreement. The Company shall complete the MIU installation within 6 months of the effective of this contract.

10.2.2 The Town shall upgrade its meter reading software, to be compatible with the Town's meter reading hardware. The Company will thereafter collect meter readings monthly and furnish the readings to the Town with meter reading hardware owned by the Town.

- 10.2.3 The Company will own and be responsible to repair or replace any failed MIU's that the Company installed on an existing meter as part of this Agreement for ten years from the effective date of this Agreement.
- 10.2.4 In the event the Town terminates this Agreement earlier than 10 years from the date of its effective the Town shall pay the Company for the unamortized portion of the Company's investment in the MIU's as detailed in Appendix E of this Agreement. The payment by the Town for the unamortized portion of the Company's MIU investment shall be made to the Company 30 days prior to the termination date of the Agreement.
- 10.2.5 The Town will own and be responsible to repair or replace any failed MIU in its System installed by the Contractor on an existing meter as part of this contract ten years from the effective date of this contract or upon payment to the Company for the unamortized portion of the Company's MIU investment.
- 10.3 **Engineering Services.** The Company will endeavor to perform Engineering Services when requested by the Town if it has the available personnel to do so. Engineering Services shall be provided at the rates set forth on Appendix F, which rates shall be adjusted annually in the same manner as the Base Rate is adjusted.
- 10.4 **Master Meter Calibrations.** The Company will be responsible for doing yearly calibrations for all three well meters and 4 cross connections, also referred as master meters. This task will be part of the base contract and is due April 15 of each year. Master meter readings shall be done the first Tuesday of each month and will be provided to the Town.
- 10.5 **SCADA Operation and Maintenance.** All communication have a central control system currently located at Pennichuck Water Works in Nashua NH. The SCADA architecture is available. The Town will relocate the existing SCADA control at the Town Hall through a second "drop". The Company will be responsible for coordinating a second control station in Hudson or within 30 miles radius. The second station will be prior to July 1, 2018 at rates set forth on Appendix F, but not to exceed \$7,500.00. The Company shall be responsible for operating SCADA and upgrading it at rates set forth on Appendix F. Currently the Town utilizes Reid Merrill with Accurate Instrument Services located in Plaistow, NH 03865 for programing and SCADA updates.
- 10.6 **Security.** The Company will be responsible for the security monitoring of the wells, tanks and booster stations through SCADA and additional security settings at the well locations. Any necessary updates will be at rates set forth on Appendix F. The

security monitoring will be part of the basic contract.

- 10.7 **Meter Routing.** The Company will be responsible for keeping the routing system up to date and efficient. Currently the town has three districts, three routes within each district three hand guns. This information will be provided in GIS Shape File format and excel sheet. This will be part of the basic contract.
- 10.8 **Arch GIS Licenses.** The Company will receive up to five licenses (user name and password) that will provide access to the entire GIS system of the Town which includes water, sewer, drainage, gas, fiber optic, property lines and 2017 ortho images, among many other features, that can be accessed by iPhone/ iPad/laptop in the field.
- 10.9 All the wells and cross connections are equipped with CMIUs and will be available to the CONTRACTOR. The CMIU's are 50/50 shared and owned with PWW.

11. Termination.

- 11.1 **Termination by the Town.** This Agreement may be terminated by the Town for the following:
 - 11.1.1 The persistent or repeated material failure or refusal of the Company to perform Scheduled Work, Planned Work or Emergency Work pursuant to the terms of this Agreement. The Town may terminate this Agreement pursuant to this provision only after it has given Company written notice detailing the Company's material breaches of this Agreement, and the Company has failed to cure any such material breaches within seven (7) days after receiving such notice or such longer period as may reasonably necessary if the Company has promptly begun to cure such breach and is continuing to act diligently to do so.
 - 11.1.2 The written admission by the Company that it is bankrupt, or the filing by the Company of a voluntary petition as such under federal bankruptcy law, or the consent by the Company to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Company of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary, regardless of how designated, of all or a substantial portion of the Company's property or business.
 - 11.1.3 The final adjudication of the Company as a bankrupt after the filing of an involuntary petition under federal bankruptcy law.

11.1.4 The passing of state or federal legislation prohibiting operation of the System by an independent contractor.

11.1.5 The acquisition of the Company by an unaffiliated corporation, or the acquisition or sale of a majority of the stock of the Company.

11.2 **Termination by the Company.** This Agreement may be terminated by the Company for the following:

11.2.1 The persistent or repeated failure or refusal by the Town to substantially fulfill any of its material obligations under this Agreement.

11.2.2 Failure by the Town to make payments to the Company under this Agreement, unless such payment is made within seven (7) days after written demand therefor by the Company accompanied by notice that failure to make such payment will, at the Company's option, result in termination.

11.3 **Notice of Termination.** Should this Agreement be terminated by either party for the above-mentioned causes, the party terminating the contract must give the other party written notice that the Agreement shall be terminated effective on the termination date established in the notice. In no event may such termination date be less than sixty (60) days after the termination notice is received.

11.4 In the event of termination, the Town shall pay the Company all monies due as is set forth in Sections 6.4 and 10.2.4.

12. **Indemnification.**

12.1 **Independent Contractor Status.** The Company acknowledges that it is an independent contractor responsible for its own acts and performance, including the acts of its employees and the performance of its equipment.

12.2 **Indemnity.** The Company acknowledges its obligation to comply with federal safety laws, including pertinent rules and regulations promulgated by the Occupational Health and Safety Administration ("OSHA"). In addition to maintaining the insurance specified in Section 7 of this Agreement, the Company agrees that it shall defend, indemnify and hold the Town, its officials, officers and employees harmless against all claims and suits, whether brought by individuals or governmental regulatory enforcement agencies, arising from its negligent performance under the terms of this Agreement, except as provided in Section 9.1.

13. Notices.

- 13.1 **Receipt.** All notices required to be given hereunder shall be deemed properly given if personally delivered at, or if mailed by registered or certified mail, postage prepaid addressed to the addresses set forth in the first paragraph of this Agreement.
- 13.2 **Town Representative.** The Town shall designate to the Company, in writing, a person who is authorized to act as the Town's representative with respect to the services to be provided under this Agreement. Such person shall have the responsibility and authority to transmit instructions and receive information with respect to services provided by the Company. Any limits on such person's authority shall be disclosed to the Company in writing as part of the notice designating the person.
14. **Severability.** If any term or condition of this Agreement is found to be unenforceable, the remaining terms and conditions shall remain binding upon the parties as though said unenforceable provision were not contained herein.
15. **Amendments, Assignment, Governing Law.** This Agreement may be amended only with the written agreement of both parties. This Agreement may be assigned by the Company to a wholly owned subsidiary or affiliate under common control with the Company without the prior consent of the Town. This Agreement shall be binding upon and inure to the benefit of the respective successors and legal representatives of the parties. This Agreement shall be governed and construed under the laws of the State of New Hampshire.
16. **Headings.** The headings in each section of this Agreement are for convenience of reference only, and do not form a part hereof, and in no way modify or shall be used to interpret or construe the meaning of this Agreement.
17. **Representation of Authority.** The Town and the Company each represent that the respective signatories to this Agreement have the power and authority to enter into this agreement and that this agreement constitutes a valid and binding obligation of each party. In furtherance of the foregoing general representation and warranty, and not in limitation thereof, the Town further represents and warrants that that this Agreement constitutes a contract that is necessary and convenient for the transaction of the public business of the Town, and as such expressly permitted under RSA 31:3, and that the Town's Selectmen are duly authorized to execute this Agreement under RSA 41:8.

18. **Appendices.** The following Appendices shall be and are hereby made an integral and material part of this Agreement as if written out in full within the body of this Agreement:

Appendix A: Scheduled Work

Appendix B: Planned Work Appendix

C: Emergency Work

Appendix D: Fee Schedule for Planned Work, Emergency Work and Capital Improvements

Appendix E: MIU Amortization Schedule

Appendix F: Engineering Services and Related Fee Schedule

19. **Integration.** This instrument and attached Appendices constitute the entire Agreement between the parties and is executed by each with reliance upon any representations made by either to the other during the course of the negotiations with respect thereto.

APPENDIX A

Scheduled Work

I. Water Supply Tasks:

Task Description	Type of Task	Frequency
1) Weinstein - Pump Station Check	Scheduled	3 per week
2) Dame/Ducharme Station Check	Scheduled	3 per week
3) Marsh Road Booster Check	Scheduled	1 per week
4) Old Windham Road Booster Station Check	Scheduled	1 per week
5) Wason Road Booster Station Check	Scheduled	1 per week
6) Route 102 Booster Station Check	Scheduled	1 per week
7) Woodland Heights Booster Check	Scheduled	1 per week
8) Visual Inspection of South Tank	Scheduled	1 per month
9) Visual Inspection of Marsh Road tank	Scheduled	1 per month
10) Visual Inspection of Gordon Street tank and pipe pit	Scheduled	1 per month
11) SCADA monitoring of stations	Scheduled	Daily
12) Deliver/Receive Chemicals @ Wells	Scheduled	2 per month
13) Gen Set/Engine Maintenance: Dame Well	Scheduled	1 per week
14) Gen Set/Engine Maintenance: Weinstein Well	Scheduled	1 per week
15) Gen Set/Engine Maintenance: Wason Road	Scheduled	1 per week
16) Gen Set/Engine Maintenance: Old Windham Road	Scheduled	1 per week
17) Gen Set/Engine Maintenance: Woodland Heights	Scheduled	1 per week
18) Gen Set/Engine Maintenance: Route 102	Scheduled	1 per week
19) Exercise all standby generator sets	Scheduled	1 per week
20) Plowing Dame/Ducharme/Weinstein driveways	Scheduled	As needed
21) Water Quality SDWA compliance samples	Scheduled	As needed
22) Respond to Water Quality Complaints	Scheduled	As needed
23) Maintain compliance with required NHDES permits	Scheduled	on-going
24) Technical meetings with Town Staff	Scheduled	1 per month
25) Shut offs	Scheduled	As needed

II. Distribution Tasks:

Task Description	Type of Task	Maximum Frequency
		Contract
1) Check Gates: Inspect and Operate	Scheduled	400 per year
2) Check Hydrants: Dry Check	Scheduled	All per year
3) Check Hydrants: Wet Check	Scheduled	All per year
4) Hydrant Painting	Scheduled	130 per year
5) Water System Flushing, complete with notification	Scheduled	1 per year
6) Air Release Valve Maintenance	Scheduled	As needed
7) Dig Safe Marking – Non Emergency	Scheduled	As needed

1) Meter Pull and Tests - 5/8" and 3/4" (PT every 20 yrs)	Scheduled	300 per year
2) Meter Pull and Tests - 1" , 1-1/2" , 2" (PT every 4 yrs)	Scheduled	65 per year
3) Meter Pull and Tests -3" meters (PT every 2 yrs)	Scheduled	8 per year
4) Meter Pull and Tests - 4" meters (PT every 1 yr)	Scheduled	16 per year
5) Meter Pull and Tests - Dame/Ducharme Well meter	Scheduled	1 per year
6) Meter Pull and Tests - Weinstein Well meter	Scheduled	1 per year
7) Meter Tests – Sullivan/ Adam /West RD	Scheduled	1 per year
8) Meter Reading-Radio	Scheduled	All per mo.
9) Test Backflow preventors ¹	Scheduled	All per yr.
10) Technical meetings with Town Staff	Scheduled	1 per month

II. Engineering Tasks:

Task Description	Type of Task	Frequency
1) Technical meetings with Town Staff	Scheduled	1 per month
2) Town Access to hydrant and valve data base	Scheduled	As needed

III. Customer Service and Administrative Support Tasks:

Task Description	Type of Task	Frequency¹
1) Develop, print and mail Consumer Confidence Report	Scheduled	1 per year
2) File and maintain Phase II and V waivers	Scheduled	1 every 3 yrs.
3) Provide monthly status report	Scheduled	1 per month
4) Schedule meter pull and tests	Scheduled	As needed
5) Schedule backflow tests	Scheduled	As needed
6) Schedule & perform all master meter calibration	Scheduled	April 1/Each year
7) Complete all required filings and maintain all records in regards to Town Backflow program	Scheduled	As needed

Notes:

The Company will perform all required backflow testing on all the Town's permitted backflow devices with the exception that the Company will not test Backflow preventers on fire services. The Company will administer the Town's Backflow program and see that all required tests and State filings are complete to maintain the Town's program in compliance with all State and Federal regulations as part of the base fee.

APPENDIX B

Planned Work

Task Description	Type of Task Frequency	
1.New Meter and Radio Sets	Planned	As needed
2.Meter Repairs	Planned	As needed
3.Engineering Technical Support	Planned	As needed
4.Sizing Water Services and Meters	Planned	As needed
5.Inspecting Water Services, Main to Stop	Planned	As needed
6.Perform flow hydrant flow tests	Planned	As needed
7.Repair Curb and Gate Boxes	Planned	As needed
8.Set and remove seasonal meters	Planned	As needed
9.Customer No show/Not ready for scheduled appt.	Planned	As needed
10.Backflow retest/Initial Backflow test on new BFD	Planned	As needed
11. Water off/on at Town request, including disconnects For non-payment	Planned	As needed
12. Meter exchanges other than scheduled Meter Pull and Tests	Planned	As needed
14.Repair/Replace Town owned Radio	Planned	As needed
15.Hydrant, Release valve replacement/repair	Planned	As needed
16.Purchase chemicals for Town owned wells	Planned	As needed
16.Update / Upgrade SCADA	Planned	As needed
17.Repair pump/well station equipment	Planned	As needed

APPENDIX C

Emergency Work

Task Description	Type of Task	Frequency
1. Respond to SCADA station alarm	Emergency	As needed
2. Repair Broken Mains	Emergency	As needed
3. Repair Broken Services	Emergency	As needed
4. Repair Damaged Hydrant Emergency	Emergency	As needed
5. Respond to customer emergencies	Emergency	As needed

APPENDIX D
Fee Schedule for Planned and Emergency Work
Labor and Equipment Rates for Emergency and Unscheduled Maintenance (2018)

<u>Item</u>	<u>Rate per hour</u>	
Preferred Vendor Rates	<u>Regular</u>	<u>OT</u>
Foreman	\$85.00	\$127.50
Operator	\$80.00	\$120.00
Laborer	\$55.00	\$82.50
Backhoe	\$33.00	\$33.00
Dump Truck (10 CY)	\$39.00	\$39.00
Compressor	\$15.00	\$15.00
Service truck	\$38.00	\$38.00
<u>Additional Resources Available</u>		
Superintendent	\$95.00	\$95.00
Mini Excavator	\$27.00	\$27.00
3 CY Dump Truck	\$24.00	\$24.00
7 CY Dump Truck	\$27.00	\$27.00
Service Technician	\$90.00	\$133.00
Mechanic	\$90.00	\$133.00
Instrumentation/Electrical	\$95.00	\$140.00
Controls/SCADA	\$155.00	\$230.00
Shoring Box	\$17.00	\$17.00
2" or 3" Pump	\$7.00	\$7.00

Regular hours are normal working hours, Monday through Friday, Non-holiday periods, 7:00 AM to 3:30 PM. Regular hours for Standby personnel, Monday through Friday, Non-holiday periods, 8:00 AM to 4:30 PM. OT is the rate for time and one half paid for Saturday, Sunday and Holiday periods, 11:00 AM to 7:00 AM the following day. OT rates are also applicable to hours worked Monday through Friday, non-holiday periods, from 4:30 PM to 7:00 AM the following day.

Materials, Supplies and Outside Contractors – Materials, Supplies and Outside Contractors used by the CONTRACTOR will be invoiced as part of the charges for work performed by the CONTRACTOR at a price equal to the CONTRACTOR's cost plus 10%.

Annual Adjustment to Fee Schedule – The fee schedule for Planned, Emergency and Unscheduled Maintenance shall be adjusted on each anniversary date of the Agreement, using the same adjustment mechanism as is set forth in Section 6.1 of the Agreement. On each adjustment date where changes to the consumer price index require the fees to be increased by some percentage, the fees set forth above will increased by the required percentage, and then rounded to the nearest whole dollar amount.

Clarification – Repairs requiring excavations greater than 7', specialty equipment, work within confined spaces or around electrical hazards will be priced separately as needed.

APPENDIX E

Radio Meter Interface Unit Installation Program

Radio Meter Interface Unit Installation Program:

1. Installation of radio meter interface units ("MIU") on all existing meter installations that do not have radios as of June 30, 2018 (Estimated to be about 4,550 MIU's) and shall be completed by December 28, 2018.
2. The Company will own, maintain and replace, as necessary all radios installed as part of the radio MIU installation program (Estimated to be about 4,550 MIU's).
3. The Town will be responsible to install and pay for the maintenance and replacement of any radio MIU's installed on new meter installations that occur after July 1, 2018 and for the duration of this Agreement.
4. The Town will own, maintain and replace, as necessary all radio MIU's installed prior to June 30, 2018.
5. The Company will collect meter readings monthly and furnish the readings to the town in a format compatible with the Town's billing software.

Hudson Radio Meter Fee Schedule: Total fee for the program as detailed above is \$1,185,263

The Town will be responsible to pay the Company one hundred twenty (120) monthly payments of \$9,877 beginning July 1, 2018. Upon completion of the MIU installation program, the Company will reduce the monthly base fee for scheduled work by \$7,836 for reduction in manual meter reading expense.

Hudson Radio Meter Buy Out Schedule:

The Company will be installing radio meter interface units on all Hudson owned meters as of June 30, 2018 that do not currently have radio MIU's. Should the Town decide to terminate this agreement with the Company, prior to the completion of the Agreement's ten-year initial term, the Town will be obligated to purchase the value of the MIU's via a "buy out" for the remaining value of the MIU's, as defined in the table below:

	Contract Yr ¹	Agreement Year End Buy Out ²
1	2018	\$822,705
2	2019	\$751,607
3	2020	\$676,124
4	2021	\$595,985
5	2022	\$510,903
6	2023	\$420,574
7	2024	\$324,674
8	2025	\$222,858
9	2026	\$114,763
10	2027	

1. 2018 Contract year is from July 1, 2018 to June 30, 2019. Each successive year contract begins on July 1st of the designated year and ends on June 30th of the following year.
2. The Agreement year end "Buy Out" is the amount the Town agrees to pay the Company for the MIU's installed by the Company (as detailed in the Agreement), if the Town decides to terminate the Agreement at the end of the current Agreement Year. If the Town terminates Agreement mid contract Agreement Year, the amount due to the Company shall be the Agreement Year End "Buy Out" stipulated for the proceeding contract year. If the Town terminates the Agreement with the Company after June 30, 2027 it will not be required to pay the Company for the MIU's installed by the Company, as part of this Agreement, and the Town shall be responsible from July 1, 2027 and forward, for the maintenance and replacement of the Company installed MIU's.

APPENDIX F

Engineering Services and Related Fee Schedule

I. Engineering Services

1. Review new construction in the Town. Meet with developers and other Town customers who request main extensions or new service installations. Review plans, establish appropriate sizing of facilities and provide standards and specifications.
2. Inspect new construction. Provide on-site inspection of new installations to ensure compliance with Town standards and specifications. Supervise pressure testing and disinfection of new facilities and conduct follow-up bacteriological sampling before activation of lines.
3. Assess "unaccounted for" water (system tightness assessment). The Company will summarize and compare water production records with total system consumption as measured through customer meters on a monthly basis as part of the base monthly fee. A report of the previous years will be provided by the Town.
4. Perform Hydrant Flow Tests as requested by the Town. The Company and the Town will agree whether the requested flow test can be run during normal working hours or needs to be performed after hours.

II. Fee Schedule for Engineering Services

Service	Fee
1. New construction plan review	
a. New services, including sizing	<u>\$ 92 per hour</u>
b. Main extensions (varies with extent of each project)	<u>\$ 92 per hour</u>
c. Provide Standard Specifications	No charge
<p>Please note this task includes meeting with developers, reviewing plan sets for conformance with town standards, and hydraulic model evaluation to determine impacts to the existing distribution system.</p>	
2. Inspect new construction	
a. Domestic Service, including as-built	<u>\$ 85 per service</u>
b. Fire service, including as-built	<u>\$ 85 per service</u> or \$1 per foot whichever is higher
c. Water main installation resident engineer	<u>\$100 per hour</u>
3. Fire flow tests, includes report to Town (includes report of flow test to Town)	<u>\$ 180 per test</u> (8:00 am – 4:00 pm) <u>\$ 240 per test</u> (4:01 pm – 12:00 pm) <u>\$ 310 per test</u> (12:01 am – 8:00 am)

Please note each test includes an operations staff member and an engineer present during the test.

Annual Adjustment to Fee Schedule -The fee schedule for engineering services shall be adjusted on each anniversary date of the Agreement, using the same adjustment mechanism as is set forth in Section 6.1 of the Agreement. On each adjustment date where changes to the consumer price index require the fees to be increased by some percentage, the fees set forth above will be increased by the required percentage, and then rounded to the nearest whole dollar amount.

APPENDIX G

Master Meter

METER #1 (PWVProperty & Responsibility)

Location	Adams Drive Meter Pit
Meter Make	Neptune
Meter Model	Turbine
Meter Size (inches)	8"
Designation	Litchfield to Hudson
Last Meter Calibration	June 2017

METER #2

Location	Adams Drive Meter Pit
Meter Make	Neptune
Meter Model	Turbine
Meter Size (inches)	8"
Designation	Hudson to Litchfield
Last Meter Calibration	June 2017

METER #3

Location	Adams Drive Meter Pit
Meter Make	Neptune
Meter Model	Turbine
Meter Size (inches)	2"
Designation	Litchfield to Hudson
Last Meter Calibration	June 2017

METER #4

Location	Sullivan Road Meter Pit
Meter Make	Neptune
Meter Model	Turbine
Meter Size (inches)	6"
Designation	Hudson to Pelham
Last Meter Calibration	June 2017

METER #5

Location	Sullivan Road Meter Pit
Meter Make	Neptune
Meter Model	Turbine
Meter Size (inches)	1 ½"
Designation	Hudson to Pelham
Last Meter Calibration	June 2017

METER #6

Location West Road Meter Pit
Meter Make Neptune
Meter Model Turbine
Meter Size (inches) 4"
Designation Hudson to Londonderry
Last Meter Calibration June 2017

METER #7

Location West Road Meter Pit
Meter Make Neptune
Meter Model PD
Meter Size (inches) 1"
Designation Hudson to Londonderry
Last Meter Calibration June 2017

METER #8 (PWW Property & Responsibility)

Location Hickory Road Booster / RT 102
Meter Make Neptune
Meter Model PD
Meter Size (inches) 1"
Designation Litchfield to Hudson
Last Meter Calibration June 2017

METER #9 (PWW Property & Responsibility)

Location Hickory Road Booster RT 102
Meter Make Neptune
Meter Model Turbine
Meter Size (inches) 6"
Designation Litchfield to Hudson
Last Meter Calibration June 2017

METER #10 (PWW Property & Responsibility)

Location Taylor Falls
Meter Make Neptune
Meter Model Turbine
Meter Size (inches) 4"
Designation Source Water
Last Meter Calibration June 2017

METER #11

Location Weinstein Well
Meter Make Neptune
Meter Model Turbine
Meter Size (inches) 6"
Designation Source Water
Last Meter Calibration Installed in late 2014

METER #11

Location Dame Well
Meter Make Neptune
Meter Model Turbine
Meter Size (inches) 6"
Designation Source Water
Last Meter Calibration Installed in late 2014

METER #13

Location Duchame Well (inactive since 2016)
Meter Make Neptune
Meter Model Turbine
Meter Size (inches) 4"
Designation Source Water
Last Meter Calibration Installed in late 2014

ARTICLE 2 - COMPANY'S REPRESENTATIONS

In order to induce TOWN to enter into this Agreement COMPANY makes the following representations:

- 2.1 COMPANY has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data".
- 2.2 COMPANY 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.
- 2.3 COMPANY 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.
- 2.4 COMPANY 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 COMPANY and safety precautions and programs incident thereto. COMPANY 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.
- 2.5 COMPANY has correlated the information known to COMPANY, 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.
- 2.6 COMPANY has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that COMPANY has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to COMPANY, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

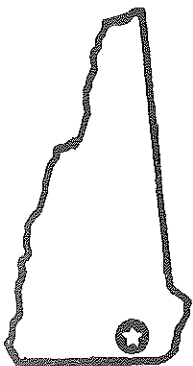
ARTICLE 3 - CONTRACT DOCUMENTS

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

- 3.1 Request for Proposal RFB 08-18.
- 3.2 Town of Hudson required contract forms:
 - a.) Proposal Document
 - b.) Specifications Exception Form
 - d.) Alternate Form W-9
 - d.) Indemnification Agreement
- 3.3 Bid Bond.
- 3.4 General Conditions.
- 3.5 Supplementary Conditions.
- 3.6 Notice of Award.
- 3.7 This Agreement.
- 3.8 Performance, Payment and other Bonds.
- 3.9 Notice to Proceed.
- 3.10 COMPANY 's Proposal.
- 3.11 Documentation submitted by COMPANY prior to Notice of Award (pages to , inclusive).
- 3.12 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.

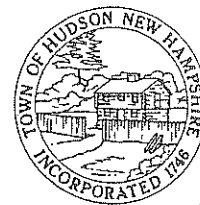
ARTICLE 4 - MISCELLANEOUS

- 4.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 4.2 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.
- 4.3 TOWN and COMPANY 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.
- 4.4 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 TOWN and COMPANY, 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.



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

Agenda
10-25-22



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

8E

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: October 17, 2022

Re: Small Business Saturday Proclamation

Chairperson Roy has requested that an item be placed on the Board of Selectmen's October 25, 2022 to recognize Saturday, November 26, 2022, as "Small Business Saturday" in Hudson. Should the Board of Selectmen approve the proclamation recognizing, Saturday, November 26, 2022, as "Small Business Saturday" in Hudson the following motion is appropriate"

Motion: To issue a proclamation recognizing Saturday, November 26, 2022 as "Small Business Saturday" in Hudson.

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

A Proclamation Recognizing Small Business Saturday

WHEREAS, the government of Hudson, New Hampshire, celebrates our local small businesses and the contributions they make to our local economy and community and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of new new jobs created since 1995, and small businesses employ 46.8% of the employees in private sector in the United States, and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, Hudson New Hampshire supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Kara Roy, Hudson Board of Selectmen Chairperson, do hereby proclaim, November 26, 2022, as

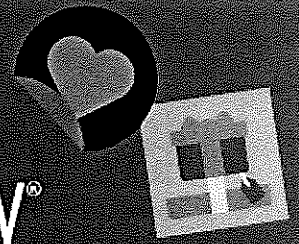
SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

**Kara Roy, Chairperson
Hudson Board of Selectmen
October 25, 2022**

LET'S GO SHOP SMALL[®]

ON SMALL BUSINESS SATURDAY[®]



WHAT IS SMALL BUSINESS SATURDAY[®]?

Since its inception in 2010, Small Business Saturday, proudly backed by American Express, has illuminated the significance of supporting small, independently owned businesses across the country. Falling between Black Friday and Cyber Monday, it's a day dedicated to supporting the diverse range of local businesses that help create jobs, boost the economy, and keep communities thriving across the country.

WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates a conscious commitment to the communities in which we live.
- Creates goodwill within the communities.
- When we support small businesses, we help create jobs and local communities preserve their unique culture.

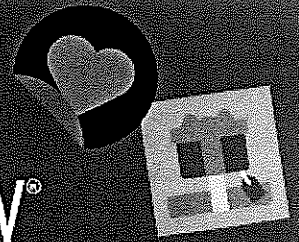
2021 SMALL BUSINESS SATURDAY FACTS:

- In 2021, U.S. consumers reported spending a record high total of an estimated \$23.3 billion at independent retailers and restaurants on Small Business Saturday.¹
- Elected officials in all 50 states, Washington, D.C., Puerto Rico, and other U.S. territories championed Small Business Saturday.
- Over 700 local governments issued proclamations in support of Small Business Saturday covering all 50 states and Washington, D.C.
- American Express enlisted the support of nearly 100 large companies, known as Corporate Supporters, to help drive excitement for and promote Small Business Saturday.
- The Small Business Saturday Coalition, comprised of national, state and local associations that help coordinate activities for Small Business Saturday with small business owners and consumers, had over 300 organizations help spread the Shop Small[®] message.

¹ The American Express 2021 Small Business Saturday Consumer Insights Survey was conducted by Teneo on behalf of American Express. The study is a nationally representative sample of 2,426 U.S. adults 18 years of age or older. The sample was collected using an email invitation and an online survey. The study gathered self-reported data and does not reflect actual receipts or sales. It was conducted anonymously on November 28, 2021. The survey has an overall margin of error of +/- 2.0%, at the 95% level of confidence. Projections are based on the current U.S. Census estimates of the U.S. adult population, age 18 years and over.

LET'S GO SHOP SMALL[®]

ON SMALL BUSINESS SATURDAY[®]



- According to the 2021 Small Business Saturday Consumer Insights Survey, a majority (79%) of consumers understood the importance of supporting the small businesses in their community on Small Business Saturday in 2021 and 66% reported that the day makes them want to Shop Small all year long.²

JOIN THE COALITION:

Building on the success of previous years, the Coalition of supporters are more committed than ever. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to not only Shop Small on November 26, 2022 but Shop Small all year long.

The coalition will be led by Women Impacting Public Policy, a business advocacy organization representing small businesses. Join Us!

Contact Info:

Small Business Saturday Program

Women Impacting Public Policy

Phone: (415) 434-4314 | Email: sbscoalition@wipp.org

²The American Express 2021 Small Business Saturday Consumer Insights Survey was conducted by Teneo on behalf of American Express. The study is a nationally representative sample of 2,426 U.S. adults 18 years of age or older. The sample was collected using an email invitation and an online survey. The study gathered self-reported data and does not reflect actual receipts or sales. It was conducted anonymously on November 28, 2021. The survey has an overall margin of error of +/- 2.0%, at the 95% level of confidence. Projections are based on the current U.S. Census estimates of the U.S. adult population, age 18 years and over.