



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

January 24, 2023

7:00 PM

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 - none
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) Solar Exemption: map 171, lot 024, 17 Bradford Circle
 - B. Licenses & Permits & Policies
 - 1) Hawker Peddler License Renewal - The Blushing Rose
 - 2) Raffle Permit - Cradles to Crayons
 - 3) Outdoor Gathering Permit - British Cars of New Hampshire
 - 4) Tag Day Permit - Girl Scout Troop #219
 - 5) Tag Day Permit - Humane Society for Greater Nashua
 - C. Donations - none
 - D. Acceptance of Minutes
 - 1) Minutes of January 10, 2023
 - F. Calendar

1/25	7:00	Planning Board - Buxton Meeting Room
1/26	7:00	Zoning Board of Adjustment - Buxton Meeting Room
2/01	8:00	Highway Safety Committee - Board of Selectmen Meeting Room
2/02	6:30	Recreation Committee - Board of Selectmen Meeting Room

2/04 9:00am Town Deliberative Session - Hudson Community Center
2/08 7:00 Planning Board - Buxton Meeting Room
2/11 9:00am School Deliberative Session - Hudson Community Center
2/13 7:00 Cable Utility Committee - HCTV Meeting Room
2/13 7:00 Conservation Commission - Buxton Meeting Room
2/14 7:00 Board of Selectmen - Board of Selectmen Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on January 10, 2023

- 1) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Gerald Bourdeau for the position of Firefighter/Paramedic in the Fire Department at the contracted salary of \$24.36 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighter's Local #3154 as recommended by the Fire Chief. Carried 3-0.
- 2) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Aaron Martin for the position of Firefighter/AEMT in the Fire Department at the contracted salary of \$22.24 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighter's Local #3154 as recommended by the Fire Chief. Carried 3-0.
- 3) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Nicholas Avellani for the position of Firefighter/EMT in the Fire Department at the contracted salary of \$17.78 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighter's Local #3154 as recommended by the Fire Chief. Carried 3-0.
- 4) Selectman Morin made a motion, seconded by Selectman Guessferd to authorize Chief Dionne to enter into an MOU with HPEA with regard to offering an incentive day off for a referral from an HPEA member that leads to a hiring, and to further allow for an additional day off to the same employee when the referred newly hired employee completes their probationary period. Carried 3-0.
- 5) Selectman Morin made a motion, seconded by Selectman Guessferd to Promote Lieutenant Steve McElhinney to the position of Captain at \$105,354.00 in accordance with the Hudson Police, Fire, Town Supervisors Association Contract (step 4). This elevation in rank would be effective on Sunday, January 15, 2023. Carried 3-0.
- 6) Selectman Morin made a motion, seconded by Selectman Guessferd to approve Police Chief Tad Dionne's request to buy back 500 hours of his accrued earned time. Carried 3-0.
- 7) Selectman Guessferd made a motion, seconded by Selectman Morin to appoint Public Works Department Supervisor Jay Twardosky to Acting Director of Public Works during the Director of Public Works medical leave at the temporary salary of \$112,671 per year. Carried 3-0.
- 8) Selectman Morin made a motion to adjourn at 9:17 p.m. this was seconded by Selectman Guessferd. Carried 3-0.

(OLD BUSINESS CONTINUED)

- B. Serious Incident Reporting Policy - Town Administrator - Update

8. NEW BUSINESS

- A. Public Hearing - Aquatics Grant - Engineering - Decision
- B. DASH Contract Approval - Engineering - Decision
- C. Public Hearing - Brox Industries, Inc. Proposed Donations to Hudson Conservation Commission - Conservation Commission - Decision
- D. Robinson Road & Christine Drive 12" Water Main Extension - Engineering - Decision
- E. County Road Bridge Engineering Evaluation & Design Phase - Engineering - Decision
- F. DPW Fuel Pump Station Design Phase - Engineering - Decision
- G. Operation & Maintenance Agreement with NHDOT - Engineering - Decision
- H. Tax Bill Discussion - Assessing - Discussion
- I. Resignation of Firefighter/AEMT & Request to Advertise - HFD - Decision
- J. Grant Application - HFD - Decision
- K. Warrant Articles 15 & 16 - Town Administrator - Decision
- L. FY24 Town Warrant & Warrant Article Speaker Designation - Town Administrator - Decision
- M. Sewer Allocation - Hillwood Project
- N. Application for Payment for Payment from Capital Reserve Funds

9. BOARD LIASON 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).

13. ADJOURNMENT

Reminder...

Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on Thursday, February 9, 2023.



TOWN OF HUDSON

Office of the Assessor

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

RECEIVED

JAN 19

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



Handwritten: 1-24-23

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

6A-1

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 24, 2023

FROM: Jim Michaud, Chief Assessor *jm*

RE: Solar Exemption:

17 Bradford Circle – map 171/ lot 024

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

Ravi and Shubha Murthy - 17 Bradford Circle – map 171/ lot 024

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

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

RECEIVED

JAN 10 2023

TOWN OF HUDSON
SELECTMEN'S OFFICE

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

6B-1

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

1. Applicant George Kessler DOB 7/2/1944
2. Applicant's Address 280 E. Dunstable Rd, Nashua NH 03062
Home Phone # 603-494-6322 Business Phone # 603-883-9052
3. Goods sold in the Name of The Blushing Rose
Address & Phone # if different from Self _____
4. Type of Vending Operation/Merchandise to be sold Flowers PLANTS and others, sold by The Blushing Rose LOCALS
5. Description of Stand or Vehicle (include Make/Model) 2x2x8 Florist table
6. License # _____ Registration # _____
Date of Sales February - Dec [Valentine, Easter, Mother's Day, etc]
7. Proposed Location(s) of Sales (be specific) Hudson True Value - 114 Derry Rd
HUDSON NH 03051
8. Approximate length of time at each Location _____

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

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

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

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

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

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

Name George Kessler Date 1/10/23

E-mail Address _____

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

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

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

Owner's Permission _____

____ Recommended

____ Not Recommended w/reasons _____

Zoning Administrator _____ Date _____

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

____ Recommended

____ Not Recommended w/reasons _____

Chief of Police _____ Date _____

January 24th, 2022

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

To Whom It May Concern,

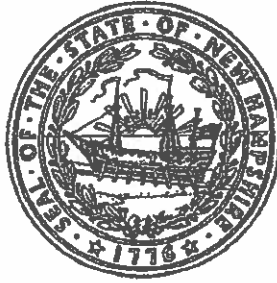
This letter is to verify that George Kessler, operating as the Blushing Rose, has permission to sell flowers on our property at 114 Derry Rd. in Hudson, NH. Please feel free to contact me with any questions. Thank you.

Sincerely,



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

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



George Kessler
(not valid unless signed by Applicant)

Date April 11, 2022

This certifies that in accordance with RSA Chapter 320

George Kessler of 280 East Dunstable Rd., Nashua NH 03063
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

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

Date of Birth 07/02/1944 Height 5'10" Weight 212

Color of Hair White Color of Eyes **Hazel**

Distinguishing Characteristics **None**

License Number **2022/121**

This License Expires April 11, 2023

Al Dan

Acting Deputy Secretary of State

This license may be laminated

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

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

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

1. Applicant Linda McKenney DOB 8/13/78
2. Applicant's Address 438 S. Baboosic Lake Rd
Home Phone # 603 718 5206 Business Phone # 603 883 9052
3. Goods sold in the Name of The Blushing Rose
Address & Phone # if different from Self 4 Sunapee Nashua NH
4. Type of Vending Operation/Merchandise to be sold Flowers Plants and others, ^{Sold by} Blushing Rose
5. Description of Stand or Vehicle (include Make/Model) 2x 2x 8 Florist Tables
License # _____ Registration # _____
6. Date of Sales Feb 12 - Feb 14 2023
7. Proposed Location(s) of Sales (be specific) Hudson True Value 114 Derry Rd
Hudson NH 03051
8. Approximate length of time at each Location _____

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

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

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

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

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

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

Name L. McKenney Date 01-09-2023

E-mail Address _____

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

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

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

Owner's Permission _____

_____ Recommended

_____ Not Recommended w/reasons _____

_____ **Zoning Administrator** _____ **Date**

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

_____ Recommended

_____ Not Recommended w/reasons _____

_____ **Chief of Police** _____ **Date**

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



L. McKenney

(not valid unless signed by Applicant)

Date April 11, 2022

This certifies that in accordance with RSA Chapter 320

Linda McKenney of 438 S. Baboosic Lake Rd., Merriamck NH 03054
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

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

Date of Birth 08/03/1972 Height 5' Weight 130

Color of Hair Brown Color of Eyes Green

Distinguishing Characteristics None

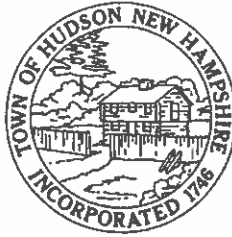
License Number 2022/123

This License Expires April 11, 2023

E. J. [Signature]

Acting Deputy Secretary of State

This license may be laminated



Agenda
1-24-23

RECEIVED
JAN 12, 2023

TOWN OF HUDSON
SELECTMEN'S OFFICE

6B-2

RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: Cradles to crayons

Address: 281 Newtonville Avenue Newton, MA 02460

Raffle Benefit of: cradles to c

Date & Time of Raffle: 2/11/23 6-11 PM

Raffle to be held at: White Birch Hudson, NH

Prizes: wine basket, alcohol basket, gift cards, Keurig, etc.

Date of Ticket Sales: 2/11/23

(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number

Taylor W. Savage
Applicant's Signature

Taylor Savage
Applicant's Printed Name

2 Cummings Street Hudson, NH 03051
Address

603 560 5336
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 lweissgarber@hudsonnh.gov, with Raffle Permit in subject line.)



*Agenda
1-24-23*

RECEIVED

6B-3

JAN 04 2023

TOWN OF HUDSON
SELECTMENS OFFICE

January 1, 2023

**To: Steve Malizia
Town Administrator
Town of Hudson, NH
12 School Street
Hudson, NH 03051**

Dear Steve:

British Cars of NH has been approved by Hudson School District to use the Alvirne Hills House Field for the 26th Annual Show of Dreams scheduled for Saturday, July 22, 2023 from 10 am to 3 pm

Attached please find the following to be presented to the Hudson Board of Selectmen

**Outdoor Gathering Permit Application
Raffle Permit Application
Description of the Show of Dreams
Description of the Show of Dreams Raffle
Copy of the Hudson School District Approval
Copy of Certificate of Insurance to the Town of Hudson, NH (an updated certificate of insurance will be faxed once received in May of 2023)**

Please let me know if any other information is required.

Please let me know if the Town of Hudson makes any changes to the Outdoor Gathering regulation due to changes in the COVID variants.

Thank you for your time and consideration.

Best Regards,

Diana Stanley
Diana Stanley

BCNH Show of Dreams Committee

Email: dstan1950@gmail.com

Cell: 603-568-9795



RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: British Cars of NH
Address: John Geise, Treasurer, 153 Crooked S Road Lyndeborough, NH 03082
Raffle Benefit of: The New Hampshire Food Bank
Date & Time of Raffle: Saturday, July 22, 2023 11 am to 2 pm
Raffle to be held at: British Cars of NH 26th Annual Show of Dreams @ Alvirne Hills Hon. field
Prizes: Various - Car Related, Non Car related items donated from Businesses, club members and organizations from all over New England
Date of Ticket Sales: Saturday, July 22, 2023
(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number

Diana S. Stanley for BCNH
Applicant's Signature
Diana S Stanley
Applicant's Printed Name
BCNH c/o Diana Stanley Ctr. Barnstead NH
Address
603-568-9795
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 lweissgarber@hudsonnh.gov, with Raffle Permit in subject line.)

OUTDOOR GATHERING PERMIT

(Chapter 253 of the Hudson, NH Town Code)



Type of Activity Charity Fundraiser/Antique British Car Show

Date & Time of Activity Show set-up Friday, July 21, 2023/ Day of Show, Saturday, July 22, 2023

Site (address) of Activity Alvime Hills House Field, 211 Derry Road, Hudson, NH 03051

Name & Address of Company conducting Activity British Cars of NH, C/O John Geise, Treasurer,
153 Crooked S Road, Lyndeborough, NH 03082

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

Signature of Officer of Company conducting Activity _____ Date _____

Name, Address & Phone No. of President/Manager _____

State of Incorporation (if incorporated) _____

Name & Address of Registered Agent (if corporation) _____

Name of Local Organization sponsoring Activity British Cars of NH

Maureen A Stanley Sec BCNH 64 North Shore Drive, Ctr. Barnstead, NH 03225
Signature of Officer of Local Organization sponsoring Activity Address

603-568-9795 dstan1950@gmail.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 dgraham@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

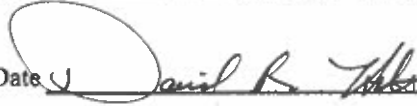
OFFICE USE ONLY

Applicant _____ Date of Event _____

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

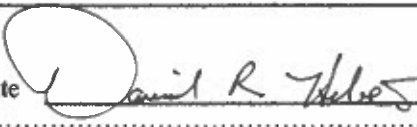
SANITARY APPROVALS

Stipulations Provide Portable Toilets

Health Officer/Date  1/4/23

FIRE SAFETY

Stipulations _____

Fire Dept./Date  1/4/23

ZONING

Stipulations _____

Zoning Administrator/Date  1-4-23

BUILDING

Stipulations _____

Building Inspector/Date  1-4-23

POLICE DEPARTMENT

Stipulations Police Detail should have cruiser's well for sake visibility

Police Chief/Date  1-6-23

HUDSON SCHOOL DISTRICT IN HOUSE FACILITY USE/RENTAL APPLICATION

SECTION II - REQUIRED DOCUMENTATION/APPROVALS

This form will not be processed until all documentation has been submitted. If the proposed activity will fill the requested facility to more than half of capacity, the police and fire departments must be notified. This is the sole responsibility of the renter.

Set up Requirement: BCNH will do preliminary setup Friday, July 21, 2023
Trash Barrels, Tables, Picnic Tables, access to Elec Power will be required on Friday July 21, 2023 and Saturday, July 22, 2023
BCNH will arrange a Hudson Police Traffic Detail for Saturday, July 22, 2023

these items are currently stored in the shop & have been used in the past per Diane Stanley.

SECTION III - PROCESSING ACTIONS

After this request has been received/approved at the building level it must be sent to the Central Office for processing:

School Administration Approval: Signature Karen Bonney Date 12/6/22
Facility Office Approval: Signature Diana Loder Date 12/13/2022

All necessary documentation has been received and checked:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Facility is available on this date:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Equipment is available on this date:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Extra Personnel Coverage required for this time/date:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Hours of custodial time required: _____
 Fee Total: _____

Business Administrator Approval: [Signature] Date 12/19/22

After the request has been processed by the Central Office, the original request should be filed in the Finance Office, Facilities office, and copies routed to the participating schools.

Pending update of CAI once received in May



British Cars of New Hampshire 26th Annual Show of Dreams
To Benefit
The New Hampshire Food Bank

Date: Saturday, July 22, 2023
Place: Alvirne Hill House field
211 Derry Road, Hudson, NH 03051
Time: 10am to 3pm

Description of Show

Set-up

The Set-up crew (club member volunteers) will begin the set-up process on Friday, July 21st, 2023. They will layout the field designating the placement of the show cars and spectator parking, plus the placement of the registration, raffle, regalia, DJ, vendor and charity organization canopies.

On Saturday, July 22nd, 2023 (approx. 7am) the volunteers will arrive to set up the canopies, tables, flags, banners & signs. The individual vendors will arrive to do their own set up. Restroom Trailer & Handicapped Accessible Port-a-Potty and Dumpster will be delivered and picked-up by the company providing the facilities.

The set-up of the show is usually completed by 9am.

Show Car Arrival

The show participants usually begin to arrive around 9:15am to 9:30 am for the 10am opening of the show and continues until noon.

Spectators will be parking in the field to the Right of the Alvirne Hill House and the show participants will be parking to the Left side.

BCNH is in contact with the Hudson Police Department to arrange a police detail for traffic control on Route 102.

The Show opens at 10am. At that time, the raffle ticket sales begin, car participants begin to judge and vote on their favorite cars. The vendors will open their booths.

NH Food Bank representatives will be speaking at various times during the day to present the goals and needs of each charity to encourage donations and volunteering. In addition to the funds donated to NH Food Bank, BCNH also invites other charity organization to attend the show to promote their individual causes. BCNH supports these charities with free vendor spaces.

Good New Garage has attended the show to encourage people to donate cars to be refurbished for families who need transportation to and from work. Honor Flight New England has attended the show for the past four years to encourage WWII and Korean War Veterans to take the Honor Flight to Washington DC to see the WWII and Korean War memorials. They also encourage volunteers to escort veterans on this emotional one day trip. This year, BCNH has invited "Bring Back the Trades" a non-profit from the Seacoast area which supports students in their efforts to seek an education and a career in the trades.

At 11:00 am the raffle ticket drawings begin. The raffle will end at 2:00pm.

Trophies are presented at 2pm

Show closes at 3pm. The club members will breakdown the tents and tables, remove trash, the vendors will pack-up. The field is usually cleared by 5pm. The Restroom Trailer & Dumpster will be picked up on Monday July 24th or Tuesday July 25th.



DESCRIPTION OF RAFFLE

Distribution of Tickets:

Tickets will be sold on Saturday, July 22, 2023 at the British Cars of NH 26th Annual Show of Dreams at the Alvirne Hills House Field from 10am to 1pm. Tickets will be sold to show participants and spectators. Proceeds from the raffle to benefit the New Hampshire Food Bank.

Drawing Date:

Saturday, July 22, 2023 to begin at 11am to 2:00pm

Prizes:

Various car related items, household items, jewelry, gift certificates and items donated by club members, local shops and artisans.

Sample of ticket:



**HUDSON SCHOOL DISTRICT
IN HOUSE FACILITY USE/RENTAL APPLICATION**



DIRECTIONS: The information requested is necessary for managing facility usage and to assure that your needs are met. Complete Section I and II and submit the form to the school administrative office at least 14 days prior to the proposed activity. **A Certificate of Liability must accompany this form proving coverage for general liability and property damage insurance totaling \$1,000,000/\$2,000,000 aggregate with the Hudson School District listed as additional insured. The certificate holder should list the Hudson School District, 20 Library Street, Hudson, NH. THIS APPLICATION WILL NOT BE PROCESSED UNLESS THE CERTIFICATE OF LIABILITY IS ATTACHED.**

SECTION I - APPLICANT INFORMATION

Name of Organization: British Cars of New Hampshire
 Contact Person and Telephone #: 603-568-9795 Diana Stanley
 Street Address: 64 North Shore Dr.
 City, State, Zip Code: Center Barnstead, NH 03225
 E-mail address: dstanley50@gmail.com
 Activity Description: British Cars of NH 26th Annual Show of Dreams Charity Fundraiser
 Number of Anticipated Participants: 400 Number of Supervisors Provided: 40
 Estimated Hours: Fr. Aug 8am to 1pm / Sat. 10:30am to 5pm Time
 Activity Date(s): Friday, July 21, 2023 & Sat., July 22, 2023 S M T W R **(F) (S)**
 Facilities Requested:

Alvirne High School, 200 Derry Road, Hudson, NH - Telephone: 886-1260
 _____ V114 _____ Cafeteria _____ Tennis Court
 _____ Classroom _____ Gym _____ Checkers
 _____ Field(s) _____ Library _____ Checkers Kitchen (additional form)
 _____ Music Room _____ Track Hills House field

Hudson Memorial School, 1 Memorial Drive, Hudson, NH - Telephone: 886-1240
 _____ Cafeteria _____ Gym _____ Multipurpose Rm
 _____ Classroom _____ Library
 _____ Field(s) _____ Other

Hills Garrison School, 190 Derry Road, Hudson, NH - Telephone: 881-3930
 _____ Cafeteria _____ Gym _____ Other
 _____ Classroom _____ Library _____ Field(s)

Dr. H. O. Smith School, 33 School Street, Hudson, NH - Telephone: 886-1248
 _____ Library _____ Cafeteria
 _____ Classroom _____ Gym

Library Street School, 22 Library Street, Hudson, NH - Telephone: 886-1255
 _____ Cafeteria/Gym _____ Classroom _____ Other

Nottingham West School, 10 Pelham Road, Hudson, NH - Telephone: 595-1570
 _____ Cafeteria _____ Gym _____ Other
 _____ Classroom _____ Library _____ Field

Hills Memorial Library, 18 School Street, Hudson, NH
 _____ Conference room

Equipment requested: Tables, Picnic Tables, Trash Barrels, Fence Posts, Elec. Power

I certify that I have read and understand the regulations governing the use of the Hudson School District facilities, and my organization does not engage in any activity prohibited by School District Policy. I agree to accept personal responsibility for ensuring the compliance with these regulations during use of school facilities under this request. I affirm that all statements made by me on this form are true, complete and accurate to the best of my knowledge and belief.

FACILITIES RENTERS USING ANY HUDSON SCHOOL DISTRICT BUILDING, PLEASE BE AWARE OF THE FOLLOWING RULES: NO USE OF TOBACCO PRODUCTS, NO ALCOHOLIC BEVERAGES ON SCHOOL PREMISES, AT ANY TIME, IN/OUT OF THE BUILDING. FOOD/DRINK ALLOWED IN CAFÉ ONLY.

Printed Name and Title: Diana S. Stanley - BCNH Show of Dreams Committee

Signature and Date: Helena A. Stanley 11-28-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2022

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 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 NSM Insurance Group/ JC Taylor Agency 555 North Lane - Suite 6060 Conshohocken PA 19428	CONTACT NAME: Paul Jakubowski PHONE (A/C No. Ext): 800-345-8290 Ext. 6712 E-MAIL ADDRESS: pjakubow@jctaylor.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED North American MGB Register c/o Terry Allen P. O. Box 876 Downers Grove IL 60515	INSURER A: CHURCH MUTUAL INSURANCE NAIC # 18767	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2242708739 **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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0414353-25-391584	5/2/2022	5/2/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OPAGG \$ \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			0414353-09-391588	5/2/2022	5/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			04143535-85-391594	5/2/2022	5/2/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NAMGBR British Cars of NH
 Car Show
 July 23, 2022
 Alverine Hill House Field
 211 Derry Road (Route 102)
 Hudson, NH 03051
 The certificate holder is hereby named additional insured pertaining to this event on this date

CERTIFICATE HOLDER Town of Hudson NH 12 School Street Hudson, NH 03051	CANCELLATION 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 Paul Jakubowski/THR <i>Paul Jakubowski</i>
--	--

Agenda
1-24-23



TAG DAY SALES

Hudson, NH

RECEIVED
JAN 18, 2023
TOWN OF HUDSON
SELECTMEN'S OFFICE

6B-4

RSA 31:91

Soliciting Funds

The right to grant permits for soliciting funds for charitable purposes and for the sale of tags, flowers or other objects for charitable purposes shall be vested in the mayor, aldermen of a city or the selectmen of towns.

Instructions to obtain Tag Day Permit:

1. **Submit a letter to the Board of Selectmen** at 12 School Street, Hudson, NH 03051, stating the date, time and location that the collection of funds will take place (or fax to 603-598-6481).
2. **Indicate how the collected funds will be used/distributed** or to whom it will benefit or to whom the funds will be collected on behalf of.
3. **Include verification of being properly registered** with the NH Attorney General's Office, Division of Charitable Trusts, unless exempt, i.e., governmental subdivisions or religious organizations, who shall provide verification they are the bona fide representative of an exempt entity (RSA 7:19, ct scq).
4. **Include name, address, phone number and e-mail** of a contact person in case there are questions, concerns or if additional information is required.
5. **Include a signed letter of permission** from the establishment where the collection of funds will take place.

.....
For Office Use Only

Organization Girl Scout Troop # 219

_____ Approved _____ Denied by Board of Selectmen on _____

If denied, reason _____

Chairman, Board of Selectmen



January 11, 2023

Town of Hudson
12 School Street
Hudson, NH 03051

To Whom It May Concern:

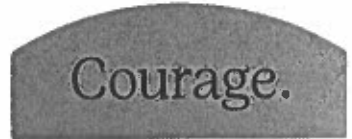
Girl Scouts of the Green and White Mountains is assisting the troops in Hudson organize their Girl Scout Cookie booth sales. Each year, Girl Scouts sell cookies to earn funds to support their program activities as well as provide means to conduct community service projects.

Should you have any questions, you are welcome to contact me or Ceara Hunt through our customer care line at 888-474-9686.

We appreciate the opportunity for the Girl Scouts in the Hudson area to further their quest to reach their goals through the Girl Scout Cookie program.

Sincerely,

Robin Boyd
Manager, Product Sales



Girl Scouts of the Green and White Mountains
1 Commerce Drive
Bedford, NH 03110-6835
P: 888-474-9686
F: 603-627-4169

Williston Service Center
60 Knight Lane
Suite 30
Williston, VT 05495-8011
P: 888-474-9686

girlscoutsgwm.org
@girlscoutsgwm
@girlscoutsgwm
/GSGWM

on w/H charitable organization list

S 1-18-23



girl scouts
of the green and
white mountains

January 10, 2019
Town of Hudson
12 School Street
Hudson, NH 03051

To Whom It May Concern:

Girl Scouts of the Green and White Mountains
Serving New Hampshire and Vermont
1 Commerce Drive
Bedford, NH 03110-6835
Toll-free 888 474 9686
F 603 627 4169
girlscoutsgwm.org

I wish to confirm that Stephanie Romero is a staff member of Girl Scouts of the Green and White Mountains, assisting the troops in Hudson organize their Girl Scout Cookie booth sales. Each year, Girl Scouts sell cookies to earn funds to support their program activities as well as provide means to conduct community service projects.

Should you have any questions, you are welcome to contact me or our volunteer support team through our customer care line at 888-474-9686.

We appreciate the opportunity for the Girl Scouts in Hudson to further their quest to reach their goals through the Girl Scout Cookie program.

Sincerely,



Robin Boyd
Manager, Product Sales



Sam's Club #6352
7 Wal-mart Blvd
Hudson, NH 03051
(603) 882 - 4600

To whom it may concern,

The following organization has been approved by Sam's Club to run a fund raising event outside the store:

Organization: GIRL SCOUTS # 219
Contact Name: STEPHANIE ROMERO
Contact Phone: 603-438-4649
Event Date(s): 2/16, 2/17, 2/22, 2/23, 2/24, 3/2, 3/3, 3/9
3/10, 3/16, 3/17, 3/23, 3/24, 3/30.

If there are any questions, please contact the Marketing Team at Sam's Club # 6352.

Thank you,

Exhibit C – Notice of Rules



Notice of Rules for Solicitation and Distribution of Literature Girl Scouts Cookie Sales Campaign 2022-2023

As part of the 2022-2023 Girl Scouts Cookie Sales Campaign, we are happy to provide an area at our facility to support this campaign. This Notice is being given in conjunction with and in reference to the 2022-2023 Agreement (hereafter the "Agreement") between Girl Scouts of the USA (hereafter "Girl Scouts") and Walmart Inc. and Sam's West, Inc. This Notice is to be signed by the local Girl Scout Council (hereafter "Local Council") and kept on file at the local Walmart or Sam's Club. By signing this Notice, the Local Council also agrees to abide by the applicable terms set forth in the Agreement, which has been provided by the Girl Scouts to each participating Local Council.

Walmart (Sam's) address 7 Walmart Blvd
City Hudson, NH Zip 03051 County _____
Phone (603) 882-4600 Fax (_____) _____
Email _____
Store Manager making the approval [Signature]
Store contact person during sale season _____

1. Campaign Dates and Times – This Notice applies to the following Campaign Period (Check One):
- January 2, 2022, through April 30, 2022
 - January 2, 2023, through April 30, 2023

The following are the dates and times on which the undersigned Local Council proposes to conduct cookie sales, it being understood that the Local Council may not conduct the Campaign on the blackout dates listed on Exhibit A & B to the Agreement:

Under no circumstance will it be permissible for Local Councils to set up sales booths prior to the Campaign start date or following the Campaign end date. During the Campaign Period, each Local

Council may, subject to local store management approval, conduct cookie sales in accordance with the Agreement at each Walmart or Sam's Club in that Local Council's area. Permitted cookie sales may occur at each facility for a total of fourteen (14) days, and only three (3) of those days may be consecutive, as per Walmart and Sam's Club policy. The store management at each individual Walmart and Sam's Club location must approve each Local Council's proposed Campaign Period and the daily hours during which the Local Council will be permitted to set up and maintain sales booths, provided that such daily hours should never extend beyond the store's or club's hours of business.

(List up to 14 dates and times below, with no more than 3 consecutive dates)

1.	2/18	9.	3/11
2.	2/19	10.	3/12
3.	2/25	11.	3/14
4.	2/26	12.	3/18
5.	2/28	13.	3/19
6.	3/3	14.	2/23
7.	3/4		
8.	3/5		

Please check one:

- All of the above dates and times are approved
- The above dates and times are approved EXCEPT: _____
- No Girl Scouts booths can be approved at this location. REASON: _____

Set up booth (Outside): ___ Grocery entrance ___ Home living entrance ___ Both

Please specify where you would like troops to set up the Girl Scout cookie booth and any further instructions for them (i.e. will anything be provided, etc.)

1. Designated Area – Provided the local store management approves the dates proposed in Section 1 above, the Local Council may place one (1) sales booth or table, approved signage, and up to six Girl Scout members per booth (and there may be booths placed at each entrance based on agreement with Walmart or Sam's Club local management). Booths must be located at least 15 feet from the entrances to and exits from the facility, to allow for safe ingress/egress. Store management reserves the right to change the designated area for the sales booth as necessary for the safety of shoppers. There must be at least one supervising adult Girl Scout staff or volunteer at each permitted sale booth. *Girl Scout members, supervising adult staff, and/or volunteers may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.*

2. **Expectations for Girl Scout Members, Staff, and Volunteers** – Each Girls Scout member, supervising adult staff, and volunteer must adhere to the expectations set out in the Agreement with respect to appropriate behavior and appearance; the setting up and manning of the cookie sales booths; interaction with Walmart or Sam’s Club shoppers; and dealing with inquires or requests from local media. In addition to those expectations, members, supervising adult staff, and volunteers may not communicate verbally or in writing any message on Walmart or Sam’s Club property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.
3. **Compliance with Direction Given by Walmart and Sam’s Club Management** – All Girl Scout members, supervising adult staff, and volunteers must comply with all requests from store and club management – for example, moving cookie sales booth locations. Store and club management also have the discretion to remove any member, supervising adult staff, or volunteer from the premises for violation of any of the rules and guidelines in this Notice and those set out further in the Agreement. At no point should a Girl Scout member, supervising adult staff, or volunteer attempt to challenge the direction given by the store or club manager, or his or her designee. If issues arise, the member, supervising adult staff, or volunteer should immediately contact his or her Girl Scout supervisor.

ACKNOWLEDGEMENT

I have read this Notice and the Agreement which has been provided by the Girl Scouts and agree on behalf of my Local Council to abide by their terms. Furthermore, I agree to inform each participant from my Local Girl Scout Council of the rules set forth in this Notice and the Agreement and the need to abide by them. I understand that the failure of any participant to act in accordance with the rules may result in revocation of the participants’ authority to solicit during the 2022 and 2023 Girl Scout Cookie Sales Campaign.

Patricia K. Mellor, CEO 11/12/23

Signature of Representative of Girl Scout Council / Date

Patricia K. Mellor

Printed Name of Representative of Girl Scout Council

[Signature] 11/13/23

Signature of Approving Walmart/Sam’s Manager/ Date

Andrew O'Donnell

Printed Name of Approving Walmart/Sam’s Manager

HUDSON SCHOOL DISTRICT

SAU # 81

20 Library Street Hudson, NH 03051-4240

(603) 883-7765 fax (603) 886-1236

Daniel Moulis, Ed. D
Superintendent of Schools
(603) 886-1235
dmoulis@sau81.org

Kimberly Organeck
Assistant Superintendent
(603) 886.1235
korganeck@sau81.org

Rachel Borge
Director of Special Services
(603) 886-1253
rborge@sau81.org

Jennifer Burk
Business Administrator
(603) 886-1258
jbark@sau81.org

January 12, 2023

Becky Green
35 Spring Street
Pelham, NH 03076

RE: Girls Scouts Drive Through Cookie Booth

I, on behalf of the Hudson School District, give permission to the Keystone Service Unit 219 Girl Scout Troops to use the Hudson School District's Wilbur H. Palmer Career and Technical Education Center's upper parking area on Saturdays and Sundays from February 18, 2023, to March 19, 2023, for the purpose of a drive through cookie booth.

Best wishes for a successful cookie selling season!

Sincerely,



Daniel Moulis, Ed. D
Superintendent



TAG DAY SALES

Hudson, NH

6B-5

RSA 31:91
Soliciting Funds

The right to grant permits for soliciting funds for charitable purposes and for the sale of tags, flowers or other objects for charitable purposes shall be vested in the mayor, aldermen of a city or the selectmen of towns.

Instructions to obtain Tag Day Permit:

- 1) Submit a letter to the Board of Selectmen at 12 School Street, Hudson, NH 03051, stating the date, time and location that the collection of funds will take place (or fax to 603-598-6481).
- 2) Indicate how the collected funds will be used/distributed or to whom it will benefit or to whom the funds will be collected on behalf of. Include verification of being properly registered with the NH Attorney General's Office, Division of Charitable Trusts, unless exempt, i.e., governmental subdivisions or religious organizations, who shall provide verification they are the bona fide representative of an exempt entity (RSA 7:19, ct scq).
- 3) Include name, address, phone number and e-mail of a contact person in case there are questions, concerns or if additional information is required.
- 4) Include a signed letter of permission from the establishment where the collection of funds will take place.

For Office Use Only

Organization Humane Society for Greater Nashua

_____ Approved _____ Denied by Board of Selectmen on _____

If denied, reason _____

Chairman, Board of Selectmen



Agenda 1-24-23
RECEIVED
JAN 18
TOWN OF HUDSON
SELECTMEN'S OFFICE

January 16, 2023

To: Hudson Town Clerk, Board of Selectmen
Fm: Humane Society for Greater Nashua
Re: Request to Solicit Funds at Market Basket, Lowell Rd. Nashua

Board of Trustees

Mary Anne Cacciola
Board Chair
Jocelyn Beiswenger, JD
Vice Chair
Brian Rourke, MS, CPA, CIA
Treasurer
Mary DeRoche
Secretary

We'd like to formally request for your endorsement to allow us to solicit funds at Market Basket supermarket on 212 Lowell Road. Having already received permission from the Demoulas corporate office, it is our understanding to seek permission from you to do so as well.

Trustees

Janis S. Belmonte, MBA
Sue Camirand
Carolyn Cline, MS
Ellen Constant
Jim Friend
Kristen Lavoie
Joan Lehoullier, EdD
Carrie Nelson, PhD
Kevin Pian
Kristin Schepici
Melina Taylor

The dates for these activities are: **May 6th & October 7th**

If there are any questions, please contact us, or if there are no questions and once approved, we'd welcome your approval as an email attachment (elaina@hsfn.org) or by fax to my attention at (603) 889-2240.

Douglas A. Barry, CAE
President/CEO

With gratitude & best regards,

24 Ferry Road
Nashua, NH 03064
(603) 889-2275
www.hsfm.org

Elaina Bedio
Humane Society for Greater Nashua
24 Ferry Road
Nashua, NH 03064
(603) 889-2275 x36

on mtg
Charitable
org meeting
1/15/23
S
1-18-23



January 13, 2023

Elaina Bedio
Humane Society for Greater Nashua
elaina@hsfn.org

Dear Elaina:

This letter is to inform you that your organization has been granted permission to hold a fund-raising event at the store listed below between the hours of 9:00AM – 3:00PM. **However, it is the responsibility of the organization to acquire the appropriate permits if required by the town.** At the request of our customers, we have put into effect the following guidelines your volunteers are required to adhere to. DeMoulas Super Markets, Inc. has the right to curtail any fund-raising events we feel necessary.

1. Upon arriving at the store you must check in with the store manager.
2. Children under the age of fourteen are required to have adult supervision with them at all times.
3. There should never be more than two people from your organization at the store at any given time.
4. Fund-raising events should take place outside the store at least 10 feet away from the entrance/exit doors. Do not interrupt the flow of traffic entering and exiting the building.
5. All volunteers representing your organization must be well groomed and properly attired. They should present themselves in a courteous and friendly manner at all times.
6. Volunteers must allow the customer to approach them.
7. The person representing you should be located at the entrance door only.
8. If a table is being set up, discuss with the store manager where it should be located.

If you have any questions pertaining to this notice, please contact Lori Page at (978) 851-8000. We wish you luck in your endeavor!

DeMoulas Super Markets, Inc.

STORE LOCATION: Hudson #33

DATE(S): May 6, October 7

HUDSON, NH BOARD OF SELECTMEN

Minutes of the January 10, 2023 Meeting

1. CALL TO ORDER - by Chairperson Roy the meeting of January 10, 2023 at 7:00 p.m. in the Selectmen Meeting Room at Town Hall
2. PLEDGE OF ALLEGIANCE led by Deputy Fire Chief Jim Paquette

At this point Chairperson Roy asked that everyone please remain standing and she read the following statement.

It is with profound sadness and grief that the Board of Selectmen, along with Fire Chief Scott Tice and the members of the Hudson Fire Department announce the death of Active Duty Fire Lieutenant / Paramedic Todd J. Berube. Lieutenant Berube passed away from injuries sustained as a result of a motorcycle accident in the early evening of January 9, 2023 in the Town of Hudson.

Lieutenant Berube began his fire service career with the Milford Fire Department as a Call Firefighter and joined the Hudson Fire Department July 1, 2002 as a full-time firefighter. He was also a member of the Litchfield Fire Department where he served as a Call Firefighter since January 2020. Todd was promoted to the rank of Lieutenant with the Hudson Fire Department on January 29, 2017 and was well known for his dedication and pride of the fire service and for his love of his family.

We wish to offer Todd's family, friends and coworkers our most sincere condolences as we all process this tremendous loss. We respectfully ask for privacy for Todd's family during this difficult time. Please join me in a moment of silence honoring Lieutenant Todd Berube.

3. ATTENDANCE

Board of Selectmen: Bob Guessferd, Dave Morin, Kara Roy

Absent: Marilyn McGrath

Staff/Others: Steve Malizia - Town Administrator; Scott Tice - Fire Chief; Jim Paquette - Deputy Fire Chief; Elvis Dhima - Town Engineer; Tad Dionne - Police Chief; Gary Gasdia - School Board Chairman; Jill Laffin - Executive Assistant

At this point Selectman Guessferd made a motion, seconded by Selectman Morin to change the order of business and to move New Business Items 8A, 8E & 8F to this portion of the agenda. Carried 3-0.

- 8A. Public Hearing - Senate Bill 401- Hudson Special One-Time Highway Payment

Chairperson Roy recognized the Town Administrator who explained, so as you're aware, the town is receiving bridge aid from the state. It's a one-time payment of \$677,288.37 for the maintenance, construction and reconstruction of town bridges. If you recall, a few months back, we received a one-time payment for highway block grant funds that assisted us with paving. Similar to that, we're holding a public hearing so that if anybody in the public has a comment on that, they're able to do so at the public hearing. So I'd recommend you open a public hearing. Chairperson Roy opened a public hearing on Senate Bill 401 at 7:04pm. Seeing no one present to speak on this, the Chairperson closed

the public hearing at 7:04pm. Seeing no questions from the Board, Selectman Guessferd made a motion, seconded by Selectman Morin to accept a one-time payment of \$677,288.37 for maintenance, construction and reconstruction of municipality owned bridges from the State of New Hampshire Department of Transportation that was allocated to the Town of Hudson based on the passage of Bills 401. Carried 3-0.

8B. Radio System Contract

Chairperson Roy recognized Fire Chief Scott Tice. Chief Tice began by saying, Good evening, Madam Chair, members of Board. I'd like to start by saying thank you for all the support, for the moment of silence and for the consideration to move us up this evening. With me tonight, I have Deputy Chief Paquette who was our project manager on the Radio System project, and we have Dwayne Michaud from Two Way Communications, who was the project manager for Two Way Communications. And that's so in case you have some questions that are a little deeper. They're really the subject matter experts. So I asked them to be here for their support. So we were talking tonight about the radio infrastructure itself. So that's the communications equipment with the radio system and both fire and police dispatch centers, the plant the plant in the Central Fire Station for the towers, the receive and transmit towers in town. This is the system that we just did the major upgrade to. This contract is for preventative maintenance, and it also acts as an extended warranty. So any issues for manufacturers, defects, that type of stuff would be covered. It also covers software upgrades every two years as well as any hardware upgrades that need to go with the software upgrades. This, I believe, while I know the Board discussed this with Chief Buxton. You've budgeted the money for this and the emergency management budget and this contract, we're looking at an eight-year contract over the course of eight years compared to doing a year over year contract results in a savings of a little over \$118,000 for the life of the contract. So that's why I'm asking for consideration for the multi-year contract. It was reviewed by town's legal counsel and we did have an escape clause. So through the budget process of the money is not allocated in one of these years we were able to be released from the contract without a default.

Chairperson Roy asked if anyone had any questions. Selectman Guessferd said, well, so there's Well, so there's what I'm getting from this is that we're really talking about just one vendor that can really do this, you know, because they the equipment is their equipment. Chief Tice replied, correct. it's all Motorola equipment. So Motorola is the vendor that we would have the contract with. Two Way Communication is their vendor in this area that does work for them.

Seeing no further questions from the Board, Selectman Morin made a motion, seconded by Selectman Guessferd to waive Chapter 98-7 bidding procedure of Hudson Town Code for the purpose of entering into an eight-year service agreement with Motorola Solutions. Carried 3-0.

Selectman Guessferd made a motion, seconded by Selectman Morin to award the eight-year service agreement in the amount of \$637,524.02 to Motorola Solutions. Carried 3-0.

8F. Ambulance Equipment

Chairperson Roy again recognized the Fire Chief who explained, the purpose of this project, we're looking to install Power-LOAD systems into our three front line ambulances. That would be truck 43, which is the ambulance that currently runs from the Lowell Road Fire Station. And the two ambulances that we have on order that are due to be delivered. We're hoping before summer. we're close I think. We have we have they have one of the chassis and the other chassis should be delivered to the factory soon. So we actually have some some promising news that we will actually get them before summertime. What the Power-LOAD system. It's a system in the ambulance. So when we put the cot into the ambulance right now we currently, one of our employees has to lift the ambulance (stretcher) while the

legs get raised and then move it into the ambulance. This system takes the weight of the stretcher, takes the stretcher itself and pulls lifts it, and then when the wheels are raised, it pulls it into the ambulance in the same thing as it comes out. The purpose is this is a preventive measure towards back injuries. We know back injuries can be very costly to the community. As you know, injuries result in higher payments for insurance and it's also very costly to employees. And I know two of which personally have ended their career on back injuries, one of which we currently have, which will be retiring soon and before he's ready to. So that's the goal with the with the system in there. You also see a stretcher. We currently have three stretchers for the three ambulances. I'm asking for fourth stretchers for the fourth ambulance. Eventually I foresee the intent of going with the fourth ambulance was to have a backup ambulance. I foresee at some point in the future that's going to be, need to be run as well with the call volume go in the direction it's going.

Chief Tice went on to say, and then you'll see the upgrade kits. Those are for the current stretchers with the systems we have now and the system that I that will still be on our oldest ambulance, the stretcher doesn't match up. So with the conversion kit for the three current structures that we have that will allow them to go either into the Power-LOAD system or into the traditional system that we have now. Our concern is sometimes on motor vehicle accidents or any kind of call with this multiple patients, crews and stretchers and ambulances kind of get shuffled around. So if we don't have structures that can go in any of the ambulances, we potentially run into a problem. So that's why we were looking for those kits. And then you'll see maintenance agreements for the Power-LOAD systems and for the new structure. Again, that covers annual service and maintenance and it acts as an extended warranty. We currently have these on our Stryker equipment now three stretchers, three stair chairs. It's a worthwhile program because it covers maintenance. These are very as you can see, we invest money into and we want to take care of them and extend them extend their life as much as possible. So so that's why we recommend the service agreements. And then, of course, shipping costs. We have currently in the when we did the lease for the new ambulances in escrow, we have \$40,322 that was set aside for the for the Power-LOADs in those two ambulances. So we're asking to take the balance out of the EMS revolving fund, which is the \$100,487.41. And I apologize, I did not get that balance today. But yes, when we discussed this last week, we have the money in the revolving fund. I don't have the exact figure for you, but I know that's... Chairperson Roy said it's over \$100,487.41. Selectman Guessferd said, yeah, that was all I had.

Chairperson Roy then said, I just have a quick question. Do we know what the lifecycle of these systems are? Chief Tice replied, 7 to 14 years. So they'll say they'll say the expected life is seven years, but at the end of life is 14 years. Selectman Morin asked, we won't be taking them out and putting them in new ambulances. All the new ambulances will be getting the new updated system? Chief Tice replied, yes and That, and that is that is the goal as we buy new ambulances to put these in the in the ambulance as they come. Chairperson Roy asked, is that just going to be like the norm for like fire departments now? Chief Tice replied that is our hope. Selectman Guessferd said one corollary question, I guess. What was our call volume last year? Chief Tice replied, Jim's got the exact number, 4943. We're getting busier.

Selectman Morin added and probably 95% of that is EMS. Chief Tice added, we continue to get busier year after year. Anybody else have anything. Seeing no further questions, Selectman Guessferd made a motion, seconded by Selectman Morin to waive Chapter 97 bidding procedure for the Hudson Town Code for the purpose of purchasing three Power-LOAD systems, one stretcher upgrade kits and associated extended warranty service agreements. Carried 3-0.

Selectman Guessferd made a motion, seconded by Selectman Morin to authorize the Fire Chief to purchase three Power-LOAD systems, one stretcher, upgrade kits and associated extended warranty service agreements at a cost of \$140,809.41 from Stryker to be funded by escrow funds of \$40,322 and \$100,487.41 from the EMS Revolving Fund. Carried 3-0.

Chief Tice then said, thank you. Chairperson Roy said and again, anything at all, just reach out. Chief Tice replied, I appreciate all the support and received a tremendous amount of support from the fire service in the state.

4. PUBLIC INPUT

Heidi Jacoby, 94 Gowing Road

My name is Heidi Jacoby, and I live at 94 Gowing Road. Thank you for this time. I wanted to begin with the petition warrant article. I want to encourage this Board to support the petition warrant article to keep trucks off of the collector roads. I believe this warrant article is important for the safety of our community and I hope you will vote in support of it.

Public input and the BOS response. Would you please consider putting on your agenda a time to discuss the issues raised by the public, including, but not limited to the sewer allocation for the Target Hudson Logistics Center, the Watson Road safety concerns, the town wide traffic study which was brought up, and the new tax bills and the seemingly unfair distribution of increases.

The tax increase. This issue is one of which I am keenly aware. Unfortunately, at this point it will be very difficult for my husband and I to support either the town budget or the school budget as our taxes have increased by \$1,708 for the year with no major changes to our property, while others in the community have only received minor increases. This discrepancy needs to be explained. Additionally, my husband had called the Tax Collector's Office to ask some questions about our bill, but there was no answer. So he left a message and still has not received a call back. Please add these items to your future agendas and have a conversation about where the board is and what your thoughts are around these issues. Please let us, the public, know we are being heard and responded to. I believe this would help with the repetitive nature of the public input, as Selectman Moran commented at the last meeting.

Finally, the Planning Board meeting and stipulations for the Target Hudson Logistics Center, which is being addressed tomorrow at the Planning Board, I am requesting that the Board of Selectman consider requiring or at least request, that the final stipulations and conditions for the Target Hudson Logistics Center be reviewed and approved by the town attorney prior to the Planning Board's approval. At this point Selectman Morin said point of order, Chairman. I appreciate the comments here, but we have no say over that Board and their rules. We really don't. And we've had a lot of input and let that happen. But this is that being asked right now, we have no input on that. That is a whole separate board.

Chairperson Roy said Okay. So just so we're clear, you could bring that to the Planning Board. Ms. Jacoby replied, Yep. I'm just asking that I know that the attorney has been in a continuous request by the Board, so I don't know who to ask...Selectman Morin interjected saying point of order again. You can go to public input, which they allowed you to do last meeting and ask them to have it approved by the attorney, which I'm sure they're going to anyway due to the situation. But but again, it's very much appreciated to come here. But we have no say over that Board. Ms. Jacoby replied, I realize that. And what I was about to say is on the agenda for tomorrow, there's no indication of public input, again. So I am requesting to make sure that the Select Board member that goes to the Planning Board is aware of my request. If I'm able to speak tomorrow, I will. But on the agenda which I reviewed, there is no public input for the stipulations for tomorrow. May I continue? Chairperson Roy replied, you may.

Ms. Jacoby went on to say, in my continued research of stipulations, I have reviewed a project which Langdon Engineering was also the company creating the reports for the developer in Braintree, Massachusetts. I was impressed with the legal clarity of these conditions and that they even included things that the developer was not allowed to do. I have sent this information to Selectman Guessferd in the event there is no public input on the stipulations tomorrow, I would ask Selectman Guessferd to consider the addition of the following stipulations to the Target Hudson Logistics Center Project

- 1) The developer covers the entire cost. The developer should cover the entire cost of the platform truck necessary for the safety of the employees and the community. If there is a fire. It is not the town's fault that the cost of such a vehicle has increased since Hillwood original proposal.

2) As stated by the developer, there will be no refrigeration of products on site. This fact needs to be memorialized in the stipulations. Any statements of what the developer will or will not do needs to be explicitly stated in this document, as this is the legally binding contract with the town.

3) Selectman Morin interjected saying point of order again. Can't we just have this email to Selectman Guessferd where he is on that committee and then move on? Seriously, this is Planning Board stuff that we're listening. Chairperson Roy said so can I just ask how many stipulations? Ms. Jacoby replied, I have three more sentences. To which Chairperson Roy replied, I'll let her continue.

Selectman Guessferd said I know that you have provided a document to me, but I think it was more of a general document. Ms. Jacoby replied this one I can pass to you. Selectman Guessferd replied, send that over to me before tomorrow. by tomorrow. Ms. Jacoby replied, I will. Yep. Ms. Jacoby went on to say,

4) All plants on the property on both sides of the berm which are damaged or killed during the winter months be replaced.

5) All tractor trailer trucks entering and exiting the site shall use Wal-Mart Boulevard.

I believe the stipulations which have been proposed are lacking some important items, but that is for the Planning Board to decide. The Planning Board, in my opinion, needs to clearly articulate the consequences of not abiding by the stipulations. Thank you for your time and for all your efforts.

Ed Thompson, 22 Burns Hill Road

Edward Thompson, 22, Burns Hill Road. I'll keep it short. First of all, my condolences to the Berube family. Truly a sad day. Heartbreaking.

I just wanted to piggyback a little bit, and you can stop me at any time if I'm out of line. I know some of some of what Ms. Jacoby said, you know, is probably going to be addressed tomorrow. I had a couple other items that I had to do with allocations that the developer was going to make to the town. And I could say if there's public input tomorrow, I could bring them up then. Um, other than that, there's there's two, I believe I'm I'm not sure if you're speaking to two warrant article petitions tonight or one. Chairperson Roy replied, I think we're up to three. Mr. Thompson replied, I'm the author on two. The Executive Assistant said we're just reviewing one of Mr. Thompson's tonight. Mr. Thompson replied, if you need me, I'll be in back. You can call me.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Appointment

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

Karl Huber Jr.

The Chairperson said, we interviewed Mr. Huber at the last meeting. Selectman Morin made a motion, seconded by Selectman Guessferd to appoint Karl Huber as an alternate member of the Municipal Utility Committee with a term to expire 4/30/25. Carried 3-0.

6. CONSENT ITEMS

Chairperson Roy asked, does anyone have anything they'd like removed for separate consideration?

Selectman Morin made a motion, seconded by Selectman Guessferd to approve Consent Items A, B, C, D, E & F. Carried 3-0.

A. Assessing Items

1) Veterans Tax Credits: map 182, lot 098, 33 Ferry Street; map 216, lot 014, sub 067, 4 Mission Lane; map 161, lot 017, sub 005, 73 Windham Road

2) Disabled Veteran & Regular Veteran Tax Credit: map 174, lot 148, sub 001, 16 Nottingham Street

3) Solar Exemption: map 192, lot 011, 4 Hilindale Drive

4) Tax Deferral Lien Release: map 145, lot 11-2, 12 Sullivan Road

5) 2022 Abatement Applications: map 219, lot 001, sub 001, 46 Trigate Road; map 162, lot 016, sub 000, 5R Hillside Drive; map, 135, lot 006, sub 000, 43 Robinson Road; map 135, lot 007, sub 021, 22 Oliver Drive

B. Water/Sewer Items - none

C. Licenses & Permits & Policies

1) Hawker/Peddler License - Jimmy's Catering

D. Donations

1) Donation of \$350.00 from Sparkling River Condo Association to Hudson Fire Dept.

E. Acceptance of Minutes

1) Minutes of December 13, 2022

F. Calendar

1/11 7:00 Planning Board - Hudson Community Center

1/12 7:00 Budget Committee - Public Hearing - Hudson Community Center

1/16 - MLK Day - Town Hall Closed

1/17 7:00 Municipal Utility Committee - BOS Meeting Room

1/17 7:00 Hudson Electric Aggregation Committee Public Hearing - Buxton Rm.

1/18 6:00 Library Trustees - Hills Memorial Library

1/18 7:00 Budget Committee (if needed) - Buxton Meeting Room

1/19 3:30 Trustees of the Trust Funds - Buxton Meeting Room

1/19 7:00 Benson Park Committee - HCTV Meeting Room

1/23 7:00 Sustainability Committee - Buxton Meeting Room

1/24 7:00 Supervisors of the Checklist - Town Hall Lower Level

1/24 7:00 Board of Selectmen - BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on December 13, 2022

1.) Selectman Gagnon made a motion, seconded by Selectman Morin to hire Stephanie Sabetti as a Part Time Legal Clerk, with a starting salary of \$21.77 (step 1) per hour, all in accordance with the Hudson Police Employee Association Contract. Carried 5-0.

2.) Selectman Morin made a motion, seconded by Selectman Gagnon to forward the Hudson Public Works Union AFSCME Local 1801 Contract to the Fiscal Year 2024 Warrant.

3.) Selectman Guessferd made a motion to adjourn at 10:19 p.m. This was seconded by Selectman Morin. Carried 5-0.

B. Serious Incident Reporting Policy Follow Up

Chairperson Roy recognized Selectman Morin who has asked that this item be added to the agenda. Selectman Morin said I'm just looking for an update. The Town Administrator replied, So I had passed it to the attorney after one of our last meetings. Unfortunately, I got stuck with the budget, so I didn't I didn't have a chance to follow up. I have followed up and I expect to hear something hopefully by the end of the week. And again, there was some modest things I think you wanted to change. You wanted to get the injury definitions. And I think there was a reporting timeline. Those were the two things change. So I expect to hear from them. I've made contact. I expect to hear from them by the end of the week. Chairperson Roy asked, so we'll have that on the next agenda? To which the Town Administrator replied, yes, I would expect we'll have their recommendation

8. NEW BUSINESS

A. *Public Hearing - Senate Bill 401 Hudson Special One-Time Highway Payment*
This item was moved to the beginning of the agenda.

B. Hudson Special One-Time Bridge Payment Projects

Chairperson Roy recognized Town Engineer, Elvis Dhima. Mr. Dhima said Thank you, Chairperson Roy. Good evening, everyone. Happy New Year. Not too long ago, the Board accepted funds related to one-time payment for paving program. This is basically the same thing, but it's related to bridge. We are receiving an amount of \$677,288.37. With that said, you already spoke about it a little bit earlier and I'm here in front of you tonight to identify some of the projects that we need to focus on and start putting some of that money that we're receiving towards this project. So one of them is the twin bridges that we've been working on with Nashua. As you know, we got qualified at the last minute for \$2.5 million, so our portion of that will be \$250,000, which will represent 10%. So I'm asking for that \$250,000 to be taken out of this. 677 In addition to that, we have Lowell Road over Second Brook Road, Currently, both bridges are not on the red list, but they're considered on the pink list, which is five. I would like to get the design and the permitting done for that. So if we get that on our own dime using these funds, we can go to the state, put them on the ten-year plan, just like we did with Twin Bridges, and get them to give us 80% of the funds for construction. So help us to get in the line sooner than waiting for them to give us the money

for the design. And the third one is County Road. County Road is a culvert/bridge. It's in good shape overall, it's rated at seven, but it has some deficiencies with a railing adjacent to it and on it. And what's happening is because of the mounting of the rail on the bridge itself, on the deck, it's chipping away at the deck itself. So talking to the DPW and some of our consultants, we think that if we put a little bit of money to figure out what we need to do with the rail, we don't have to spend much money down the road on the bridge itself. So I'd like to ask the board to consider put some money aside for that and we can go out and or even sole source it because it's a small job trying to identify what the needs are for getting that rail to where it needs to be and taking some of the pressure off the deck. They'll go a long way.

That said, I have four motions before tonight and I'll take any questions you might have. Again, this approach is similar to what we have done being proactive on things and helping us out by planning better and getting access to funding down the road because we'll have what we refer to as shovel ready projects. This is what it will get us. I'll take any.

Seeing no questions from the Board, the Chairperson said so I think we only need three motions because we have accepted the money. Selectman Morin made a motion, seconded by Selectman Guessferd to allocate up to \$250,000 for the Taylor Falls and Federal Veterans Memorial Bridge Rehabilitation Project, as recommended by the Town Engineer and currently scheduled for construction in September of 2023. Carried 3-0.

Selectman Guessferd made a motion, seconded by Selectman Morin to allocate up to \$125,000 for engineering services for the Lowell Road over Second Brook and Melendy Road over First Brook bridges as recommended by the Town Engineer. Carried 3-0.

Selectman Morin made a motion, seconded by Selectman Guessferd to allocate up to \$17,500 for engineering services for County Road over Second Brook as recommended by the Town Engineer. Carried 3-0.

C. Brox Industries, Inc. Proposed Donations to Hudson Conservation Commission

Chairperson Roy recognized Town Engineer Elvis Dhima who said, thank you Chairperson Roy. Brox Industries that's currently located in Hudson is looking to do a dredge and fill permanent, which is related to wetland impacts. Part of that is mitigation or preservation, and they have identified 6.2 acres, 6.1 acres within their property right now that they're willing to donate to the town. It's mostly five acres of wetland and one acre of upland. This particular area that they're looking to donate is adjacent to an existing conservation land. And in addition to that, they're looking to put a donation up to \$10,000 for the Merrill Park Rehab that we're currently working on right now. This will be a great addition to the to the grant that will be speaking on the next item. But with that said, I have representative by Brox that can speak on that behalf. But I also want to add that they've been going at the Conservation Commission already for that and they got approval or recommendation to the Board of Selectmen for both items, acceptance of the funds and acceptance of the land under their jurisdiction. That said, I'll take any questions if I have both. Donations will be subject to final state permit from the state, so they will submit this in Once they get everything, then will be transferred to the town in addition to the funds as well.

Selectman Morin made a motion, seconded by Selectman Guessferd to move forward with a public hearing on January 24, 2023, regarding acceptance of the land donation to the Hudson Conservation Commission in NHDES approves the wetlands permit. Carried 3-0.

Selectman Morin made a motion, seconded by Selectman Guessferd to move forward with a public hearing on January 24, 2023, regarding the \$10,000 donation to Hudson Conservation Commission if NHDES approves the wetlands permit. Carried 3-0.

D. Municipal Boat Launch Request to Apply GOFFER Grant

Chairperson Roy again recognized Town Engineer Elvis Dhima. Mr. Dhima said Thank You Chairperson Roy. As you're very familiar with the GOFFER funds, this is similar ARPA funds is being managed by the Governor's office. Conservation Commission made me aware of a grant out there right now through the GOFFER office related to boat launch/boat ramp rehabs. I looked into it making sure that it fit our needs and it was in line with what we're doing and indeed it has. So with that said, we identified about \$40,000 worth of funds that we need to complete this project, including putting it out instead of doing it in house. And with that said, that fund that we seek is \$40,000 and I'm asking the Board tonight to consider to file for this grant will be a 75/25 match. So 75% by the state, up to \$30,000 in this case, and then \$10,000 we'd be matched by the Conservation Commission funds, just like he has in the past. So the two motions in front of you tonight is to move forward with that. And the second one is to commit to maintain the boat launch. The reason the second motion is in their part of the grant requires the town or municipality to commit basically maintaining once they put funds for a project of this sort. We have, I'm just reaffirming that commitment tonight through the second motion. That's all there is.

Selectman Morin asked, is what we've got planned right now for the access for kayaks and canoes considered that approval, or do we need to say a full boat launch? Mr. Dhima replied, nope, what we have is exactly right. that's what we're submitting. And we got the shoreline protection permit for that as well. So we're ready to go. Yeah, we received that. It took about three months, as long as the Big Dig, but we got it. It was a long process just as expected. But we received that mid-December. And if all goes well and the weather holds, we actually might be out submitting this probably the following week and and hear from them probably by the end of the month. It's a quick turnaround on these grants. So if we have the funds, we can actually get the work and probably March.

Chairperson Roy said, so I have a question. Does this allow us to have it professionally designed and constructed? Mr. Dhima replied, no, this is designed by us in house. Stamped by a licensed professional engineer. So what we have in place, it's more than adequate. Seeing no further questions, Selectman Morin made a motion, seconded by Selectman Guessferd to authorize the Town Engineer to apply for the grant in the amount of \$40,000 for the Municipal Boat Launch Investment program. The grant is a 75%, 25% split with the Town Conservation Commission portion to come from account 4619-5586-252. Carried 3-0.

Chairperson Roy said the next motion is to commit to and maintain this boat launch to the best of our ability past December 31, 2026. Selectman Morin said haven't we already committed to that though? Mr. Dhima replied, we have. But the grant, looking at the paperwork, it appears that they need something from the government body of the municipality to say that we're going to do it. So it's just basically your information we have, as far as I'm concerned, maintaining it. And that's what we're doing. It's just they just need something. So I felt like this motion is something that I can submit with the rest of the paperwork saying, yes, we are committing and the Board is saying exactly what you're asking. Selectman Morin made a motion, seconded by Selectman Guessferd to commit to and maintain this boat launch, to the best of our ability, past December 31, 2026. Carried 3-0.

E. Radio Systems Contract

This item was moved to the beginning of the agenda.

F. Ambulance Equipment

This item was moved to the beginning of the agenda.

G. Revised FY2024 Default Budget

Chairperson Roy recognized the Town Administrator who said, so if you recall at the December I believe, 13th meeting, the Board approved a list of ARPA projects. Among those projects were three items; contract service to catch basin cleaning design and construct, storm water best management practices and reducing the Robinson Pond phosphorus level. Those three projects totaled \$125,000. They were in the operating budget, which I believe last Wednesday the Budget Committee made a motion to remove the funds from the proposed operating budget. However, they're also in the town's default budget. This Board authorized, this Board approves the default budget. So as a matter of housekeeping, we need to reduce the default budget from \$33,004,067 to \$32,879,067. A reduction of \$125,000. And again, this is to reflect that those monies came out of the budget. Seeing no questions from the Board, Selectman Guessferd made a motion, seconded by Selectman Morin to reduce the fiscal year 2024 General Fund Default Budget from \$33,044,067 to \$32,879,067. This is a reduction for three proposed projects that will be funded using American Rescue Plan fund. Carried 3-0.

H. Petitioned Warrant Article - Amend Town Code Chapter 317-34

The Town Administrator was recognized and explained, so as the Chair said, we received petitioned warrant articles. There were two received. I think Mr. Thompson mentioned that. One of them is under the Board's purview. The other one went to the Planning Board. It's under the Planning Board's purview. So they will they will take that up. This is for your consideration, if I may read it, it's petitioned. It says Amend Town Code Chapter Town Code 317-34, Schedule Seven -truck commercial vehicle and heavy vehicle limitations to add collector roads as defined by town Code 334:11b to being restricted from use by truck traffic, commercial and heavy vehicle. These roads shall have an exception if such vehicles are using these roads for local pickup and delivery. The petition was received in a timely fashion. It had the requisite number of signatures verified by the Town Clerk's office and as such it will go on to the town's warrant as a petition warrant article. At this point in time, you folks decide whether you are going to recommend or not recommend the article. So in essence, you put your recommend or not recommend on it. I will remind everybody that at the end of the Deliberative Session, you also have another opportunity to revote should you choose to. If you want to change or you have different information.

Selectman Morin was recognized and said for the for the record, can we have what the what it says now about this, what we're changing? Chairperson Roy invited Mr. Thompson to come forward. The Town Administrator said if I may point you to here, this is, I put the current town code at the back. So I believe what's changing is it's adding all the collector roads to it, if I'm not mistaken. It's prohibiting it from basically most of the roads in town.

Selectman Guessferd asked, and what size trucks are we talking about here? The Town Administrator replied I think the vehicle limitations, if I look at the town code, it's articulated in here. Selectman Guessferd said practically speaking, what are we talking about here you know? Chairperson Roy said right. The Town Administrator said, it appears to be talk. It says heavy vehicle, which typically is good to do, I'm assuming higher than one-ton capacity because it talks about does not apply to pickup trucks, vans and recreational vehicles. It talks about it just says heavy vehicles. I mean, commercial. Selectman Guessferd asked, would that include like Amazon trucks? The Town Administrator replied, what we'd consider tractor trailer trucks. Chairperson Roy said, can we can we just ask Mr. Thompson? Cuz, I, I also have a question for him.

Mr. Thompson came forward and said Ed Thompson 22 Burns Hill Road. Chairperson Roy said so I guess the first questions is if.... Mr. Thompson said yeah so these trucks are, I believe are the stipulation is over one-and-a-half-ton truck so that's the payload right. It's not the weight of the of the truck. So if you look if you look up the town code it spells it out what it is, what is in there. The intent of the of the warrant article

change is to sort of it's more of a protectionary thing. so we know We all know that with the increase, the advent of a lot of the buildings that are going in, there's a lot of large vehicle. You know, multi axle trucks that are going up and down Lowell Road. But now what they're doing, they're starting to do and we can see it as a residence. And that's that's kind of what spurred this on. It wasn't just me. It was neighbors and. Is that we're trying to keep the the shortcutting. so I know I had a friend even tonight not to get off topic but explain to me that they were coming off 93 and a truck actually followed them. They followed the truck all the way from 93, all the way take a left at Cahill's Subs all the way down to Wason Road and come down Wason Road to access the highway, because that's the way the GPS is running. So to answer your question, this warrant article change is for heavy trucks. It doesn't include pickup trucks; it doesn't include Amazon vehicles. You know, the small blue trucks that you see and things like that. It would in fact, it wouldn't handle if Amazon was delivering via, say, a five axle truck and delivering a refrigerator or something. It's a delivery or a pickup. So they're exempt. This is exempt. I mean, if I'm going to get I had a car delivered to my house by a trailer. And you know, that answers your question. And I anticipate the questions will be with regards to enforcement. And, you know, we can get into that. But I know I've kind of looked at some of the other towns and how they handle it. And it's very similar to the to what I think what I see for the town.

Selectman Morin then said can you just repeat that delivery statement you just made? Mr. Thompson replied, well, the the the warrant article will only change. So it would not it would not preclude you from having delivery trucks come to your house or whatever. No, we don't want we certainly don't want to stifle commerce by any stretch. I think what we're trying to do, Selectman Morin is trying to limit the cut through and cut through notoriously are are you know, they're trying to get east and west. I mean, people commute, right? They commute off the highway. And I'm not saying that that this is a rampant problem. I just see it as getting worse. And that's that's really what we're trying to do. We're trying to mitigate. We have two major logistics centers that are, one's been approved and one is in the final stages of review. A lot of tractor trailers. Developers are saying these collection roads will not be used, but I can't guarantee that. And the developer, the engineering firms can't. They can't guarantee that. This won't even guarantee that, but it will certainly be a deterrent.

Chairperson Roy then said I just. What about the the sort of small businesses that might be on those collector roads as far as them being able to? Mr. Thompson replied yeah, I looked into that and I believe they they don't fall under that under that category. In other words, I believe it's 26,000 pounds is going to be a limit. Right. So according to the trucks, the truck size, a lot of the bigger trucks that you're talking about, they don't they don't get to that level. They're still below that level. And, you know, say, for instance, I think the correct me if I'm wrong, I think you are allowed to have a truck on your property in upwards, up to 15,000 pounds overnight. So like my neighbor across the street had had a friend stay over for like three nights in a row. Well, it was a giant, giant truck because they worked in Boston. It's a code violation. It's over 15,000 pound. Chairperson Roy replied, right, right, but the small businesses, it might might sort of reside on those collector roads that would need the services of these tractor trailers, cuz essentially that's what we're talking about. How how do we make sure that they don't get adversely affected? Mr. Thompson replied, yeah. Well, one thing that other towns do I know is that they apply they apply for a it's like a permit that, you know, sticker or whatever that they carry on their windshield or whatever. So they have granted access. So it's almost like having a, a variance, Right? So you can look at it that way. If, if, if there's a necessity where a truck has to do that, like if the person lived there, that's a whole nother issue. But if you're saying say the business was on the collection road and I'm not sure there are many. I'm not sure. Well. Chairperson Roy replied, well, it doesn't matter if there's many or not. Mr. Thompson replied saying yeah but they could apply for an exception. All, all laws have exceptions. Right. So that's, that's one way to do it.

Selectman Morin then asked, well, first of all, would that exception have to be included in this warrant article? Because we pass a warrant article and now all these people are trapped until government can figure out what we need to do for one. Chairperson Roy added, what the process is. Selectman Morin then said second, if somebody lives there and they park there, that's going to come right back at us because they have a right to use their driveway. And I would like to bring the Police Chief up if I could,

please. Yeah, because we because I'm guessing you're going to move on to enforcement. Cuz that was my sort of my next question.

Selectman Morin said to Chief Dionne, first of all, do you see a real problem with truck traffic in town? Even with the industry and everything that's going on right now. Chief Dionne replied, commercial trucks should be using the commercial truck state ways to get through. We do have increased traffic. I think I see that anecdotally. We definitely see increased traffic throughout. Enforcement would be another issue. Selectman Morin replied to the Chief saying, yeah, but do you see that problem right now? Are your officers seeing truck traffic where they shouldn't be? Chief Dionne replied, I don't know to be honest. I would have to look into that a little bit more. The way we would know is by whether we had the stops. and some of that times I have to target in order to figure that out because it just wouldn't be targeted.

Selectman Morin asked, we can have that information for town meeting and everything right? Chief Dionne replied, exactly. Selectman Morin then said enforcement. Chief Dionne replied, enforcement is a whole nother animal on that. Certainly, if it's properly posted and we know what we're looking for, we can target it and we could enforce it. I mean, we can enforce it. It just you know, how long can you target that same thing when we have other issues and staffing issues as well? But we can enforce as long as it's properly posted, as long as the ordinance is intact, we can we can enforce it. Selectman Morin replied, correct. But are you going to stop every truck that's making, that's what how do you know the difference between delivery and very tie up our officers pulling over trucks that are legally making a delivery. Chief Dionne replied, and that would happen at times. It happens now. I mean, it happened when I was a patrol officer. A car on Melendy Road, uh, a pickup, and I mean, I pickup truck a commercial truck shouldn't be on Melendy Road. So I pull it over and find out they're doing a delivery somewhere on Melendy Road. That's okay. And some of them weren't. And they would get, you know, obviously. But yes. And officers will be timid on that, and rightfully so. They don't want to stop someone who's doing legal commerce.

Selectman Morin then said, Right. And looking at this list, that would put a huge load on you for doing that. Chief Dionne replied, yeah. In order for us, we would have to try to target. It would take time and efforts to do it. Selectman Morin replied, thank you. Mr. Thompson replied, right, and I know the intent of this is not to to to make it a major police and encumberment, right? So it's more of adding a deterrent. So you're not going to chase down every person that runs down the street. This is this, neighborhood's getting together. And if they see a pattern and this is what I see patterns of of trucks. And it's it's during rush hour. It's during rush hour.

Selectman Morn then said, and I've got to ask you a question. If these neighborhoods are seeing patterns, have they called the police and said this is a problem? Mr. Thompson replied, no, they're not going to most people, Selectman Morin how many residents do you see in this room? Selectman Morin replied, I understand that. But you just made the statement that people are seeing this and neighborhoods are being affected, but we're not hearing about it. Right. Except for...Mr. Thompson replied, right. To which Selectman Morin replied, that's my point.

Chairperson Roy replied, well, and except for this. Right? Like. Selectman Morin replied, I can go out and get 50 signatures tomorrow on something else. You know what I mean? Chairperson Roy replied, I mean, I see his point. We might see it. We might complain about it. Selectman Morin then said, I just can't see burdening put in the burning on us for all this stuff when we have no other than what we got here tonight. And I appreciate the coming through, Police Chief. If this was a problem, the police would know they'd have at least some idea that they're having a lot of stops because of this. It's going to put a burden on the town again, with the streets being added here, we might as well hire another 50, 60 police officers just to handle some of the stuff that we're going to be dealing with supposedly. You know, and that's that's that's my problem. We're going to we're going to talk about another warrant out to kill here shortly. I mean, a petition warrant article. I fully understand where it's coming from. But what's the long term. That's the problem here. And the permit I get. But that's a whole nother thing. Who's going to do that? Who's going to take care of that that we need to figure out before we approve this or we're going to be in a mess come July and we don't know what we're going to do.

Mr. Thompson then said so do we wait until? Chairperson Roy said, So so I think where I'm at is I think it needs a little more sort of work in massaging right? before I could support it, because there's just not a lot of sort of processes in there and then maybe have a conversation with with the DPW and the Police Chief about about what roads really do need it and what might not, because it might not be all of the roads listed, you know what I mean? I just I don't know that I can support it in its current form. Mr. Thompson then said, let me ask you this, so in the event that I do talk to the Police Chief and Fire Chief and all that, and there are definitely changes that, you know, they're concerns that they have and they get addressed. Can the warrant article be edited at Deliberative? The Town Administrator replied, it's up to the people. Mr. Thompson replied it's up to the people. Chairperson Roy explained, Yeah, it would be it would be an amendment...Mr. Thompson then asked, all the people? The Town Administrator replied, all the people in attendance. The Chairperson replied, all the voters with the little cards. Selectman Guessferd added, and we would then, and we would then have an opportunity at that point to revote if it was more specified. Chairperson Roy agreed saying, yeah, yeah. Selectman Guessferd said this is, you know, you can drive a truck through this.

The Town Administrator then said, so, if I could clarify something, just so everybody's clear. If you look at the schedule, vehicles and traffic, this is currently what's prohibitive. The very last page of this where it says collector roads, those are the roads that they're talking about adding. I just want to be clear because. Those are pretty lengthy roads. Chairperson Roy replied, right. And that's we're talking about that actually need this. Cuz I understand your concern and I don't discount at all. Selectman Guessferd added, in concept I get it right Absolutely. Mr. Thompson added, but the devil's in the details.

Chairperson Roy replied, right. Right. It's just as this is written now; I don't know that I could support it. Mr. Thompson replied, it got you all thinking about it, though, didn't it? Right. And so I'll keep doing the research until deliberative session and we'll go from there. I mean, again, if I was an 18 wheeler driver, there's no way I'm taking Wason, Bush, Hill, Burns Hill. I'm not doing it right. But you know, yeah. Signage would definitely, you know, it would be a strong deterrent. So.

Chairperson Roy asked, so does anybody else have anything else? I'll entertain a motion to forward the petition to warrant article to amend Town Code Chapter 317-34 to the 2023 Town Warrant as recommended or not recommended by this Board of Selectmen. So? The Town Administrator replied, you have to pick one. Selectman Guessferd made a motion, seconded by Selectman Morin to forward the petition to warrant article to amend Town Code Chapter 317-34 to the 2023 Town Warrant as not recommended by this Board of Selectmen. Carried 3-0.

I. Petitioned Warrant Article - Hire Police Officer

Chairperson Roy again recognized the Town Administrator who explained, so you received a petition to hire the police patrol officer that article states "shall the Town of Hudson vote to raise and appropriate the sum of \$126,147 which represents the cost of wages and benefits to hire one additional police officer. This police officer will replace will replace a patrol officer that will be assigned to the Police Services Division as the Wellness Officer serving the Police Department and the community of Hudson." This appropriation is in addition to the operating budget. This was received in a timely fashion and it had the requisite number of signatures verified by the Town Clerk's office. Again, this is a petition article, so it will go forward to the warrant. Just your determination is whether it's recommended or not recommended by this Board.

Selectman Morin was recognized and said at the Budget Committee, we heard a resident say exactly what we heard tonight from another resident. They cannot support the budget and they cannot support their taxes. I'm going to say it again. This is a very important position and we're right in the middle of it right now. What I can also tell you that our people are getting taken care of right now. I was there today. I

was there last night. We need to have this in the future. This is just not the year because the people already said they cannot support what's taking place in this town. Chairperson Roy added my position about that has not changed also. Selectman Guessferd added and I would agree. I mean, it is something that is that is needed. What you just said, I mean, we have an example that just we're in the middle of right now and they're getting they're getting the support they need. So for now, I mean, we're going to need this in the future. And it's like a lot of things that we're looking at this year. We're looking at a lot of things that would be that are that are very good to have and we should at some point. But right now, we're just in such a place where people are already talking about not supporting the town budget and the school budget. So for that reason, I think I'm on that same place.

Chairperson Roy then said, yeah, I mean, I, I hope I see it come forward again. Again, it's this is just not the year for it. I think. I think the department is really worked hard to to have as little sort of financial impact on the budget as they could. And I think we need to sort of support that concept this year cuz people are nervous. You know, there's a lot of unknown out there, so. Selectman Guessferd then said, especially with what just happened with, you know, what's with the taxes and everything else, it's whether those concerns are warranted or not it's it's there. It's reality. Chairperson Roy replied, that's right. It's how it's how people feel. Selectman Guessferd added, you know, in terms of the whys of all that.

Seeing no further discussion from the Board, *Selectman Morin made a motion, seconded by Selectman Guessferd to not recommend the petitioned warrant article to hire one Police Patrol Officer to the 2023 town warrant as not recommended by the Board of Selectmen. Carried 3-0.*

J. Petitioned Warrant Article

The Town Administrator was again recognized and said, as is the practice. I put a placeholder on the agenda for all the petition warrant articles, and lo and behold, we receive one today. It came in before the deadline. Today is the deadline. This article was received today and it states to see if the town will vote to rescind Budget Committee Section 32:14 of New Hampshire RSA Chapter 32 Municipal Budget Law previously adopted by the town on March 11th, 1941, to abolish the Hudson Budget Committee, rescinding this subdivision as per RSA 32:14-5 will not prevent the town from establishing an advisory Budget Committee or Finance Committee, as stated in Section 32:14. This came in with the requisite number of signatures verified by the Town Clerk's office, and as such as it's petitioned, it will go to the warrant. The question is if you recommend or not recommend this article, and I believe you all received a copy of it and the signatures. Again, it was received today just a little bit before 4:00p.m.

Chairperson Roy asked, anybody have anything? Selectman Morin was recognized and said, this is a this is a no winner, this one. Because we are in a situation right now, I am a member of that Board. I think I've seen the worst that I have ever seen. You know, with deductions within the budget. Some of it I agree with. Some of it I disagree with. There's been a lot of investigation and we know what else. We painstakingly took the time to hold a nonpublic meeting because we have some concerns about school safety. And unfortunately, at this point, we can't talk about that. But there were some things that got brought up that should be taken care of that we could do a lot better with some of the money that the school is coming forward with. Being an employee in the past haven't always agreed with the Budget Committee because again, it affected me and that's what the schools are seeing now. They're having a big effect on them. But the problem is if we remove this Committee, there is no checks and balances, no matter what. We you know, the Board of Selectmen, this year did whatever we possibly could to keep the taxes down. We did. And then we went back and took some of the ARPA money to try to bring the taxes down again by handling some of those further projects. This one's a tough one to make a decision on. It really is, because in theory, it really is a checks and balance. Whether we can we can have a sky high budget next three years and go to town and raise the taxes a huge amount. And there's nobody to to really go against us. Again, this Board this year, I think, did an excellent job. And unfortunately, we're still

not able to make the citizens happy because their taxes are still going to go up huge. I don't know how I'm going to vote on this yet, to tell you the truth. I really don't. I really don't. Thank you.

Selectman Guessferd was recognized and said well, I'm lying in a very close place here. I look at it as it's a knee jerk reaction to a. to this budget committee. This has never come up before, that I am aware of, at least in the last, I'll say, ten years. The Budget Committee does provide a function. And as we know, over the years, there's been highs and lows. People get elected. People don't get elected. One way to address this would be for our citizens to pay attention very closely to the individuals who are on the Board, the Budget Committee, who are on the Budget Committee. Three of them come up for election every year. That may be a better way to address this issue. It's not it wouldn't be an immediate addressing of the issue. I think I think this warrant article is an emotional reaction to to what's happening right now. We abolished the Budget Committee five years from now, we may decide, they may decide we want them back. You know, we may have to go back through this process again. But I guess, like I said, for right now, I wonder and again, I'm not 100% sure where I'm where I lie on this because cuz I look at my emotional response to this. And when I saw this for the first time, my first emotional response was, well, sure. But then you have to take a look at all the aspects of this. And and unfortunately, well, if it doesn't pass and just say this doesn't pass and it gets voted down, now we have a budget committee that were even more not aligned with. And who knows what would happen there. So I am concerned about that, that piece of it as well. I'm not afraid. You know, I'm not I'm not afraid in terms of that. But we do have to understand that every action has a reaction. So that's kind of where I'm where I'm at right now. If I had to lean in one direction or another and it's a lean, it would be to not recommend this for those reasons. But if I had to, you know, but I can also go. I can also see going the other direction what what would be the what would be the positive aspects of passing this other than the emotional reaction to what's happening right now?

Chairperson Roy replied, so I'll say a couple of things. You are correct. In theory, it has a function. I don't believe that as it stands now, it's a properly functioning board, Right? So that that is a conundrum, right? Because we cannot move the town forward because to be blunt, that board does not possess a lot of vision. They don't seem to want to move forward, move the town forward. And at this point in time, cuz I get it, you know, sort of the way I see it is, is we could. Dissolve it in this March and next March we reactivate it, right? But at this point. I fail to see a lot of value added from that board. Right. And quite frankly, they've become more obstructionist than anything else. So and I'm not saying that we all need to agree it at times, but when they're sort of making arbitrary cuts or they're, they want to cut something because of their personal feelings about that, that person that operates that that part of the budget or whatever. Then I again, I don't see the value added from them. But I also understand and in reading the warrant article and maybe Mr. Malizia can speak to this a little more, that it's it's not that they necessarily wouldn't have a budget committee, but it would change its function. Right? From from from the board as it sits now where it can actually affect the budget to an advisory position where we could actually have conversations about some of those cuts. Cuz I understand. And nor am I a fan of like, the problem is the Board as it sits now. But do we really have three years to, to get people to run and switch the Board over before, before. There's a tremendous adverse effect on, on, on the operation of this town.

Selectman Guessferd then said well, that's the that's the reality, right? I mean, the reality is that, you know, some of these people, we all know how it is. You see somebody's name on a ballot and you recognize the name and you check it off. You know, that's what happens a lot of times. A lot of times it's how some folks get elected. It doesn't have anything to do with their competence or lack thereof. So, yeah.

Chairperson Roy then said you know, again, I am I'm not a fan of just. And the other thing that I probably challenged a little bit on is a knee jerk reaction. We're going to into a second year of what seems to be some personal decisions and some arbitrary decisions. You know what I mean? So I just don't see it as it sits now. And honestly, I don't again, I don't know if we have the time to to, I guess, push the Board in a different direction as far as membership goes. You know, before before we again, we have really adverse effects on the operation of the town. And the other thing I would say about that is I think that between the Town Administrator and the Department Heads, we everybody is really conscious of those taxpayer

dollars and what they do. Right. I don't see us, regardless of how this Board, this Board is is comprised doing like this next year, like 100% increase in the budget or anything like that. I just don't see it. We're very. It's very Cognizant. Selectman Morin replied, I don't see that either. And I agree with you. But being here with boards in the past this Board. Same thing that we're dealing with now Board of Selectmen's in the past we've done it. It goes in a circle. It really does. You have some good years. You have. And this is a bad year. Don't get me wrong. Chairperson Roy replied, it's not just one bad year I think is a problem. And I don't see I don't see it improving where they they actually, quite frankly, want to have an adult conversation about budgets. They just want to do what they want to do.

Selectman Morin then replied, I'm not arguing that point. I'm just telling you there's always that chance that we get a Board of Selectmen and then there's no there's no recourse, there's no checks and balances. And I do have a question for you. You said that we, so I'm clear. You said we would still have a budget committee. Chairperson Roy replied, well, we could we could have an advisory. Chairperson Roy replied, we would have the authority and advisory. Selectman Morin replied, because it says rescind it right here and right. Chairperson Roy replied, it will not prevent the town from and I might have miss motion from establishing an advisory budget or finance committee.

The Town Administrator then said I suspect when it says that what that would mean another warrant article next year to have an advisory committee because it says the town, not the Board of Selectmen, you don't do it by fiat. I would defer to our attorney. But I do believe if you rescind and abolish this committee, that people could vote to have an advisory committee, but that would be in a subsequent town meeting. Selectman Morin said correct. It would be a year without. Is there any RSAs or anything that we're held to at some point with this type of this committee? The Town Administrator replied, sure there are. The budget law. Chapter 32. Selectman Morin asked, does it say we have to have a budget committee? The Town Administrator said no you don't have to. Chairperson Roy said no but it has to be by town vote. The Town Administrator said this is elected by the people. Selectman Guessferd added, if you have one, if you have one, this is what it has to, you know. Chairperson Roy replied, Right, right, right. If you have one, then you have to have a town vote to.

Selectman Guessferd said that's a 32 and you know, all of that has to go through. Yeah. I mean, looking at all aspects of this, I mean, we do have a significant number of folks here who support this. And I would be I mean, again, we're going to have two opportunities at this. We're going to have an opportunity in two different times to get input from individuals as well to see if anybody steps forward. And I'm not saying one way or the other how this goes, but if some people step forward and say, no, we need them, you know, I mean, right now we do have a significant number of people that are saying, no, Of course, you look at the names on the list and you see a lot of familiar names. Right? So but there are citizens of our town. And we don't we need to not ignore them. But at the same time, I mean, again, it's there's there's a lot of pieces to this. Whatever I vote today may not be what I vote after the deliberative session.

Chairperson Roy then said I have a question about that to Mr. Malizia. Can we, do we have to do this particular one tonight? The Town Administrator said yes. Chairperson Roy asked, we do? The Town Administrator replied, yes, you do. Chairperson Roy then said alright cuz I was gonna say. Cuz we just got it. Not for nothing the others we were able to see. The Town Administrator replied, unfortunately that's the way the law is written today's. And you have to make some sort of decision on it. Again, Selectman Guessferd's point you have the deliberative session whereby you can either obtain, listen to discussion, debate and after the end of the meeting you can make a decision heading into the ballot and then the people decide come March, what the people want. So, yes, unfortunately, you have to make a decision tonight whether you recommend or not recommend, but you will have another opportunity to review that and change your recommend or not recommend after the deliberative session. Seeing no further questions from the Board Selectman Guessferd made a motion, seconded by Selectman Morin to forward the petitioned warrant article Rescind the Budget Committee to the 2023 Town Warrant as recommended. Carried 3-0. Prior to the vote there was some back and forth among the Board about the vote as there was some confusion to the wording.

Selectman Guessferd then said yeah. I mean, I just. I would just say right now, as folks are watching this...Chairperson Roy interjected saying, I hope this encourages people to come to deliberative sessions so we can hear what they have to say. Selectman Guessferd then said come to the Budget Committee hearing on Thursday and then come to the deliberative session. But we need to is that going to be discussed at the Budget Committee? The Chairperson said I don't, I haven't seen their agenda. The Town Administrator replied, as a public, as a public hearing, hearing people can make comment. They, I don't believe, put a recommendation out. There's no appropriation. Selectman Guessferd replied, right. Right, right. Chairperson Roy said so they won't get to vote on it. The Town Administrator added there will be more active discussion at the deliberative session. Selectman Guessferd added, and not only that, I would encourage people to contact us as a Board with their thoughts on this particular motion. Right. This particular warrant article, this petition warrant article. So anybody out there who has opinions on this...The Town Administrator said it's probably on Facebook now. Selectman Guessferd said email us. You can put it on Facebook if you want. Chairperson Roy said but it probably won't mean as much as an email.

Selectman Guessferd added, Okay, I, I, I urge you to because we have a number of citizens that have come forward with a petition warrant article. And, you know, absent a lot of additional pushback from other citizens. This may this may move forward. So I don't think any of us are 100% comfortable with it, but we just need to hear from people. Anyway, I'm not going to belabor that. Chairperson Roy added, I appreciate that. I would love to hear about it from all the warrant articles, but particularly this one, because I don't take it lightly. Selectman Guessferd added and even those that are on here, if you want to contact us and tell us your rationale, why, why, why you sign this petition? Chairperson Roy replied, yep. I wholeheartedly agree. So we all set with that? Selectman Guessferd said, having beaten that dog.

K. FY24 Town Warrant

Chairperson Roy recognized the Town Administrator who said, so as is the practice, every year I come forward with a recommendation for the ordering of the warrant articles. What that basically means is when the warrant gets put together as you've received it now, it's sort of kind of been in the fashion that we receive things. But typically there's a it's not by law, we've followed a specific practice in this town when we put these articles together. And let me preface that by saying the zoning articles are first, they're going ahead of these articles. But the order that I present it here is the general is the typical order that we've presented warrant articles to the public in the past. The general fund operating budget, the sewer fund operating budget and the water fund operating budget. Those are the big budgets. Typically, after that, it's labor contracts, in particular the order that they were settled, negotiated, whatever. If we had any new personnel requests that the town had, we put those next. And then after that, it's reserve funds, moneyed articles and whatnot. And then as they got more to the end, it just became what came in when and when did you approve whatever. The petitioned we've always put at the end in the order we've received them. So this is the standard matrix of how we've done things in the past. Good, bad or indifferent, it's probably important that your operating budget is first. That is the most critical element. And then you go from there. Selectman Guessferd replied, yeah, absolutely. Okay.

Chairperson Roy asked, okay do we need a motion? Selectman Morin made a motion, seconded by Selectman Guessferd to approve the order of the Fiscal Year 2024 Town Warrant. Carried 3-0.

L. Designation of Selectman to Post the Warrant

The Town Administrator explained by statute one of you needs to take responsibility to post the fiscal year warrant. That means at the polling places and at other prescribed locations in town. The Rodgers Library, typically the post office, this building here and at the at the polls, the community center. I think I said that before. So a motion is needed to designate whichever selectman would like to do it to post the fiscal 2024 town warrant and budget on or before Monday, January 30th, 2023. That is the statutory deadline. Selectman Morin volunteered to be the Selectman to post the warrant and budget. Selectman Guessferd made a motion, seconded by Selectman Morin to designate Selectman Morin to post the Fiscal Year 2024 Town Warrant and Budget. Carried 3-0.

The Town Administrator then said as a reminder, the Town's Deliberative Session will be Saturday, February 4th. So this will be the Monday before that. Or by the Monday. Selectman Guessferd said we will be the first. The Town Administrator replied we will first. The school, I believe, will be Saturday, February 11th, if my mathematics are correct. And that's both at the Community Center. That's for all wards, all voters. Those are the two deliberative sessions.

M. December 2022 Revenues & Expenditures

Chairperson Roy recognized the Town Administrator who said, Revenues and expenditures. We're halfway through the fiscal year. I don't see any issues at this point with any of the budgets. Again, as I've said in the past, we've encumbered things like the trash contract, the legal fees, whatnot. So looking year over year, this is typically where we are at this point in the year. Thank God the weather's been pretty decent so far, so that that is a big help for us. Registrations are still trending above last year. Even so, they're at 53.5%, which is very good. That helps to offset the tax the tax money. And in addition, I think interest is starting to revive a bit. So the interest on our quote unquote investments, our monies, we're getting some money that way to. Everything at this point looks to be where I expect it to be. The Board did not have any questions regarding revenues and expenditures.

N. Annual Report Dedication

The Town Administrator addressed the Board saying, So I had prepared a memo for you, but I'd like to amend it. I think. I think it would be appropriate to dedicate the 2022 annual town report to Fire Lieutenant-Paramedic Todd Berube. And I'd also like to mention Frederick Hebert and Daniel Zelonis. They served as Budget Committee member, Rec Committee and Town Treasurer. We like to recognize folks, but I definitely wanted to include Fire Lieutenant Todd Berube. I think that's appropriate for this year.

Selectman Guessferd then said, I would agree. Yeah. I'm just going to make a statement before we vote on this. In addition to Lieutenant Berube, I just want to mention that personally, I I've known Dan Zelonis for about 20 years or so as a member of the Kiwanis Club in Hudson and I, I'm very honored to be able to be a part of of this action, because Dan Dan was an amazing individual who had some challenges, but one of the best men I've ever known. So I think it's totally appropriate to include him in this.

Chairperson Roy asked, do I have a motion to dedicate the 2022 annual town report to Frederick Hebert, Daniels Zelonis and Lieutenant Todd J. Berube. Selectman Morin made this motion, seconded by Selectman Guessferd. Carried 3-0.

O. New Hampshire House Bill 123

The Chairperson explained, New Hampshire House Bill 123. So just as a little synopsis, synopsis this is not the first time that it's gone through the legislative process, but it would change governing body members of the governing body and school board from from voting as ex-officio members on the Budget Committee. It's only the Budget Committee? The Town Administrator replied, it's only the Budget Committee this law is targeted to it does not affect any other land use board or whatnot. So basically it's adding this governing body members and school board ex-officio members shall serve in an advisory capacity only if this is in reference to the Budget Committee. They shall not vote on any matter before the committee, and their presence at any meeting shall not count towards the quorum requirement. It appears to be this is still fairly early in the legislative process. There have been, there were two, I believe, sponsors for the bill. I'm not aware of any of the towns representatives on this committee, but there may be. But you certainly free to, if you'd like to send a letter expressing your support or your nonsupport.

Chairperson Roy said so I know that it's gone this route a couple of times, at least a couple of times. Selectman Guessferd replied, this would be I think this will be the number four at least. The Town Administrator replied, I think the last biennial, I think they did it. It became inexpedient to legislate. It didn't get passed. It didn't get out of the committee. And I don't know the history from before it. Obviously it pops up. Selectman Morin added and in theory we may not have to worry about it anyway. Chairperson Roy replied, true that. True that. She then asked, but I guess what is the will of the Board? Do we want to express our? Selectman Morin asked School Board Chairman Gary Gasdia, would you, would the School Board be willing to go with us? Chairperson Roy asked, like do either a joint or? Chairman Gasdia replied I can bring it up to them. I can't. Selectman Morin replied yeah, right. No. Understood. But is that something you could entertain? Chairman Gasdia replied, our next meeting would be the 23rd because we just met last night. Selectman Guessferd replied, that's fine. This isn't something that's today. Chairman Gasdia asked, it pressing? The Town Administrator replied, I'm not at the legislature, so I don't think it's pressing, but I'm not up there. So I would tend to think that sooner is always better. Doesn't mean you couldn't follow on in two weeks. But I'm just saying there's no reason why the Board couldn't send a letter to the affected officials. I just don't think it's a bad idea if that's the way you want to go. Selectman Morin replied, I just figured the town as a whole. Selectman Guessferd added like we did before. Chairperson Roy agreed saying, right and I agree. So do we want, do we want to go forward with our letter and then the School Board can can? Selectman Morin asked do we need a motion on that or just a consensus? The Town Administrator replied, consensus to send a letter of opposition to House Bill 123 If that's the consensus, we will draft that. Selectman Guessferd replied, absolutely.

P. Board of Selectman Vacancy

Chairperson Roy said then the next thing is the Board of Selectmen vacancy. As we all know, Selectman Gagnon resigned at the December 13th meeting. The statute, I guess, says we have to. The Town Administrator replied you would be the appointing authority. Chairperson Roy said so we'd have to appoint I'll give my little...e I think based on the time of his resignation and the amount of time we would spend trying to to appoint somebody would, might, might not be worth, I think, as opposed to waiting until until March and and and just let it happen by election.

Selectman Guessferd said a couple of a couple of points in support of that. Number one, we're opening, they're opening the window for elections within the next week two weeks. The Town Administrator said I believe the period is the 25th...The Executive Assistant spoke up saying it's January 25th through February 3rd. Selectman Guessferd replied, okay. So that's coming up quickly. And people can get themselves in line for coming in, becoming candidates and moving forward with their campaigns or whatever they want to do. I think also, if you look at the very specific nature of this, if we do what was done last time, you're

looking at having folks come in maybe in two weeks, the next meeting, two weeks after that, possibly making a decision and at a maximum of two meetings. And that last second one would be the one right before the election on the 7th of March. I think it is. The question is how efficient is that? And it does it does it make a lot of sense to do that? Or have the people of the town decide who will take that spot? I don't see a lot of controversial things coming. Chairperson Roy replied stuff between now and then we've gotten through the budget process and gotten through all of that.

Selectman Guessferd said so I we'll be I think I think would be well served and probably move it forward. And we've gotten some feedback right on? Chairperson Roy replied, right from the attorney that essentially if we chose to go that route, by the time it even became an issue for the court, it would be moot because somebody would be elected and be sitting in the chair. So so. Yeah, I don't know if you have anything to add to that? Selectman Morin replied, nope, just the timing and everything. It just doesn't make sense. Selectman Guessferd added we can operate effectively for the next two months. Chairperson Roy added, I believe that. I believe we can we can make that happen. But I will also reiterate that it's January 25th through February 4th. The Executive Assistant spoke up saying February 3rd. Chairperson Roy continued saying if want to put your name on the ballot for any of the open positions. The Town Administrator added, so there'll be two selectman seats. One will be a three-year term, which I believe is Selectman Morin's expiring term. The other will be for one year the remainder of Mr. Selectman Gagnon's term, which is expiring next year. So just so people know, there will be a three-year term and a one-year term.

Chairperson Roy said, and can I just ask a clarifying question? They have to choose whether they're going to run for the three year. The Town Administrator said when you sign up, you sign up for, I believe, one or the other. Chairperson Roy replied, okay, I just want to be clear. Selectman Guessferd said that's interesting. Chairperson Roy said I just want to be clear that you have to choose. The Town Administrator replied we've had folks getting written in. If you're probably thinking when we've had folks getting written in for the Budget Committee where there was like an open three year and open one year and somebody or people enough people wrote in on both, then they could choose which one of those. But this case, you pick one or the other. You can't run for everything.

The Town Administrator asked at this point the consensus is to not take any action on that? To which Chairperson Roy replied, correct.

9. Board Liaison Reports

Selectman Guessferd: Okay. All right. So we had a meeting of the Cable Committee last night. First one we've had in a few months, and we're just. We're deciding to kind of make our meetings every quarter. We don't have a lot of business that requires monthly meetings. We've the idea here with I guess the magical dimension for us is we the bottom line is we the Committee believes that HCTV is doing incredible job of communicating to our citizens, covering events, including sporting events around the town and and just has some very quality folks working there. And we now are going to have another channel as we've when we were going through the contract, a new contract and just as a kind of a public service, is that the fees that come from the cable TV. 95% of it goes to them. No, 80% of it goes to to the Committee, to the Cable Committee and or the cable HCTV. And 20% comes to the general budget. So we get a portion of that as a town, the general town, and and the rest of it goes in to fund the the the operations and they tend to be a self-sustaining organization for us. So the only other thing I would say about that to anyone listening is they also serve as a function to allow folks who are running for for office to be able to make statements about their thoughts on things, their campaigns, you know, short public service announcements and things like that. So that is available to any candidate who comes up here and wants to run for any of these offices for election. So. That is I thought that was important to address.

As far as Rec several things happening. I think the one thing that's come up recently is we have another comedy show that's coming up on the 18th of February. It's already half sold out, getting sold out quickly at the community center. It's. Bring your own food and beverage, that sort of thing. The last one was, again, these things are always sold out. So it's a great community event and encourage people to come, bring your friends, buy a table. And the funds raised in at these events go to the scholarship fund. So it's got an important kind of fundraising aspect to it. The basketball adult league and the high school league is kicked off there. They're going forward, season is going well. Revenue increased, \$8,500 as regard to that.

Senior programming is going great. They had an excellent holiday party and hosted a waffle breakfast. And the last thing I'll say is on the 18th, there was an annual Santa's sleigh ride through Hudson. I heard Santa was really, really good, you know, and so and all of his helpers and everybody. So it was a really good event. And we do every year now, and it seems to be just something that everybody looks forward to. So that was really good.

The last thing I'll say is, as we've heard tonight, Planning Board tomorrow night, we will be looking at both the Hillwood project and the Friary. There was an amendment to the Friary project, so we are looking at both of those. We're also looking at a at least one zoning article that we're bringing forward to the hopefully to the warrant. And and so we'll be talking about that tomorrow night as well. That's basically all I got.

Selectman Morin: Conservation met last night, but for known reasons. I did not make that meeting. Bensons met last month, but I was at Budget Committee meeting, so I didn't make that. And they're meeting on Thursday and I won't make that because I'll be at budget again. Chairperson Roy said can I interrupt for a second. When you do get back to get into the Bensons, can we get a status from the the for fee policy we were talking about a few months ago? Selectman Morin replied, absolutely.

Budget went fairly well for the town side. He asked the Town Administrator do you want to talk about it? The Town Administrator replied, yes. So we met with the Budget Committee for our wrap up last Wednesday. We presented the two articles for the two contracts that seemed to go well. We also the Budget Committee, removed \$125,000 that I spoke about before for the ARPA. So that was something positive. They did not have a full house. They had, I believe, six members. They did not take any vote to recommend or not recommend any articles. I believe they're going to save that for the public hearing or after the public hearing, which will be Thursday this week, starting at 7:00 at the community center. And on balance, I think the meeting went fairly well as far as the town went, Good, bad or indifferent, I think, you know, we've been through the budget. I didn't see any new questions raised. And again, I think the contracts were met with, you know. Okay, thank you. It's 3% raises, you know steps for eligible folks. So I thought it was a fairly positive meeting from the town's perspective. I don't know if you share that perspective, but I think it went fairly well. Selectman Morin added, we were out of there early, too, so. that's about positive, right?

Chairperson Roy: So the only update I have is I went to NRPC back in December. There was a lot of updates. They kind of did some year-end wrap up updates on the high performance safety targets, adoption, their their transportation. They have a counter system that they're trying to move away from a physical wire across the road because that can be dangerous for the folks that actually install those right to a more remote system. sensors on either side. So they talked about that, you know, and that really was about it. It was just kind of a wrap up for the year. So that's all I have. I will have a library meeting next week, so I'll have more then.

10. Remarks by Town Administrator

The Town Administrator was recognized and said Yeah. At the risk of being repetitive, just again, the Budget Committee will be holding their public hearing on the town budget and the school budget on Thursday, starting at 7:00 at the community center. This is the public's opportunity to provide the Budget Committee with input on what they feel the Budget Committee should or shouldn't do or should. How they feel about what's been presented. So. Again, it's the first opportunity, obviously, the next opportunity to be at the deliberative session, which will be the 3rd of February for the town and the 11th of February for the school. So that's just you know, we're preparing for the public hearing on Tuesday, pardon me, on Thursday, and that's what I've got for tonight.

11. Remarks by School Board

School Board Chairman Gary Gasdia was recognized and said All right. Thank you. So first, again, on on behalf of the School Board, condolences to the Berube family. Very tragic for that. Prior to the meeting tonight, I was actually at an event hosted by the School District and the Chamber of Commerce at the Barnyard Cafe at Alvirne, where we had a bunch of nonprofits come in. Sort of as a connect the community event was very well attended. Folks took tours of the CTE. Hats off to the culinary students. They put out a really, really nice spread of appetizers. And you know, the jazz band played music. It was a really, really great event. It was nice to see really a very big cross-section of the community and the school together, which is something we've never really done before. But it was nice to see.

Public Hearing Thursday 7 p.m. The school side had a slightly different outcome than the town with regards to the budget, I'm not going to get into that. I will just say there were some significant cuts. The budget prior to going to the Budget Committee was already below the default budget, which is unheard of to begin with. And then an additional \$3 Million was cut from there. What that impact is, is available on the SAU site. It was part of last night's agenda. If anyone has any ideas where else we can find the money, please let us know we're looking. You know, it's very easy to say you have a 60 plus million-dollar budget. Go find a couple of million. But the vast majority of that budget is tied up in contracts and buildings and things that can't be moved. So all of those cuts are are painful. They're out there and I hope people go out. But the most important thing from last night was that the school board and the teacher's union approved the teachers' contract. That will be out on the. This year. My personal opinion, that is the most important thing on the school side, because that's where it starts. And I'll be frank, it is a big contract we were at. We are currently in the 24th percentile, so that means 75 plus percent of the districts around us hire their teachers and pay more money. We can't attract them. We can't retain them. That's why we have a huge fund balance because we have a million open positions. This contract will get us slightly above the middle. We'll get us up to about 60%. Hopefully that will allow us to retain hopefully that will allow us to attract. It is very important. I don't want to get bogged down on the budget or anything else. If there's anything you take from this, we need the teachers' contract to pass. So public hearing 7 p.m. on Thursday and deliberative on February 11th. Thank you.

12. Other Business/Remarks by the Selectmen

Selectman Morin: I just want to talk about last night a little bit. There's a lot of people that we need to thank the police. They had their job to do, but they were also there. Huge to support the firefighters. And that's very much appreciated. Thank you. The surrounding towns had called during the incident once it got around, offered apparatus and manpower to come and cover the fire stations to give our guys a break. And then the last but most important is the firefighters themselves that went through that. But we're right back on the job. And as fate would have it, they got back to the station. They were cleared from the scene

due to the circumstances. A few minutes after they got back to the station, they were sent to a box alarm. The incident was at 297 Derry Street. The box alarm was at 300 Derry Street. So they responded right back to the scene and they handled it professionally, as they should, and they're doing well. And I appreciate all their hard work and everything that they've done and how they continued to operate and serve the citizens.

Selectman Guessferd: Yeah, It's. It's. Anybody who's been around this the last 24 hours, it's as bad as we may feel. You know, our first responders were affected much, much more. And I do give thanks. You know, I'll just echo Selectman Morin's comments. It's been a tough 24 hours, but I think everyone did as well as they could do. And we appreciate the support of everybody. And we condolences to not only the family but to the entire fire department, because they're a family as well. And I guess there's not much more to say at this point.

Chairperson Roy: Yeah, I don't think I can add anything more to that other than reiterating our appreciation for all the support and the the outreach from. Citizens from different departments, from different communities. So yeah, yeah. And then I'll say again what I've said a million times to, to, to all the fire personnel. If they need anything at all. They simply need to reach out to us and we will do everything we can.

13. Nonpublic Session

Motion by Selectman Guessferd made a motion, at 8:44 p.m., seconded by Selectman Morin to go into non-public session under RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. (b) the hiring of any person as a public employee. A roll call vote was taken. Carried 3-0.

Nonpublic Session was entered at 8:44 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered open session at 9:10 p.m.

Motions made after nonpublic session

- 1) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Gerald Bourdeau for the position of Firefighter/Paramedic in the Fire Department at the contracted salary of \$24.36 per hour (step1). This assignment will be a non-exempt position in accordance with the International Association of Firefighter's Local #3154 as recommended by the Fire Chief. Carried 3-0.
- 2) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Aaron Martin for the position of Firefighter/AEMT in the Fire Department at the contracted salary of \$22.24 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighter's Local #3154 as recommended by the Fire Chief. Carried 3-0.
- 3) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Nicholas Avellani for the position of Firefighter/EMT in the Fire Department at the contracted salary of \$17.78 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighter's Local #3154 as recommended by the Fire Chief. Carried 3-0.

- 4) Selectman Morin made a motion, seconded by Selectman Guessferd to authorize Chief Dionne to enter into an MOU with HPEA with regard to offering an incentive day off for a referral from an HPEA member that leads to a hiring, and to further allow for an additional day off to the same employee when the referred newly hired employee completes their probationary period. Carried 3-0.
- 5) Selectman Morin made a motion, seconded by Selectman Guessferd to Promote Lieutenant Steve McElhinney to the position of Captain at \$105,354.00 in accordance with the Hudson Police, Fire, Town Supervisors Association Contract (step 4). This elevation in rank would be effective on Sunday, January 15, 2023. Carried 3-0.
- 6) Selectman Morin made a motion, seconded by Selectman Guessferd to approve Police Chief Tad Dionne's request to buy back 500 hours of his accrued earned time. Carried 3-0.
- 7) Selectman Guessferd made a motion, seconded by Selectman Morin to appoint Public Works Department Supervisor Jay Twardosky to Acting Director of Public Works during the Director of Public Works medical leave at the temporary salary of \$112,671 per year. Carried 3-0.
- 8) Selectman Morin made a motion to adjourn at 9:17p.m. This was seconded by Selectman Guessferd. Carried 3-0.

14. ADJOURNMENT

Motion to adjourn at 9:17 p.m. by Selectman Morin seconded by Selectman Guessferd. Carried 3-0.

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

Kara Roy, Chairperson

Bob Guessferd, Vice Chairman

David Morin, Selectman

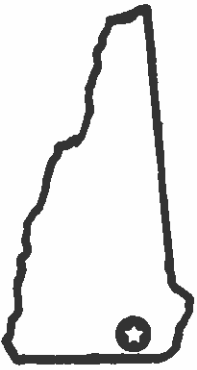
ABSENT

Marilyn McGrath, Selectman

Agala
1-24-23



7B



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

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

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: January 19, 2023
Re: Serious Incident Reporting Policy

Attached please find the proposed Serious Incident Policy that has been reviewed by our Labor Attorney Mark Broth. The policy incorporates comments from the Board of Selectmen and Department Heads. Per the Board of Selectmen's recently approved procedure for enacting or revising Board of Selectmen policies, this policy is being introduced to allow for the public to comment on the proposed policy. This proposed policy will be placed on the February 14, 2023 agenda for the Board to make a decision to approve or not approve the policy.

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

Town of Hudson, NH

Policies and Procedures



Section: **Serious Incident Reporting**

Policy Number:	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 1/24/2023	Review Frequency: Annually

SERIOUS INCIDENT REPORTING POLICY

I. Purpose:

To establish a policy for reporting serious incidents to the Board of Selectmen. This policy is not intended to supplant or replace individual department policies which may have different reporting requirements, and is intended only as an additional reporting requirement to those department-specific policies.

II. Responsibility:

It shall be the responsibility of all Town of Hudson Department Heads to ensure that this policy is followed.

III. Definition:

Serious incidents include, but are not limited to: (1) any incident with damages estimated to be in excess of \$5,000 to Town property, equipment or vehicles; (2) any incident with damages to private property in excess of \$5,000, when such damage involved Town property, equipment, vehicles, or employees; (3) any incidents causing serious injury as defined in Appendix B to employees or non-employees involving Town property, equipment or vehicles; (4) any incident causing the death of an employee or non-employee involving Town property, equipment or vehicles. Serious incidents may also include, at the discretion of the Department Head, any incident where employees or Town property is involved, which, by nature, is grave or urgent *and* may be likely to cause injury or death.

IV. Procedure:

All serious incidents or accidents will be reported immediately to the responsible supervisor or Department Head. Supervisors will ensure that enough information is gathered to accurately complete the Serious Incident Report (Appendix A). Department Heads will review the completed Serious Incident Report and will submit it to the Town Administrator or his/her designee within 48 hours for submission to the members of the Board of Selectmen.

A close-out report on each serious incident reported will submitted within six months in order to document the disposition of the incident.

IV. Approval of Policy

This policy shall be reviewed as needed by the Board of Selectmen, or its designee, with changes made as warranted, followed by re-adoption by the Board of Selectmen.

DRAFT

**Town of Hudson
Serious Incident Report**

Appendix A

Enclosed herein please find a Serious Incident Report related to the occurrence on
_[DATE]__ involving a Town employee and/or Town property.

1. Date of Incident:
2. Department affected:
3. Employee(s) involved:
4. Town equipment involved? Y/N
If yes, please describe equipment involved:

5. Did incident involve failure, malfunction, defect, break down, or otherwise
involuntary and/or uncontrollable problem with Town equipment? Y/N
If yes, please describe:

If yes, has manufacturer of equipment been contacted? Y/N

6. Town vehicle involved? Y/N If Yes, VIN of vehicle:
7. Injury to Town Employee? Y/N If yes, name of employee:
8. If injury to Town Employee, has a First Report of Injury been filed? Y/N
9. Injury to non-employee? Y/N If yes, name of individual:
10. If Injury to non-employee, has insurance carrier been notified? Y/N
11. Police report filed? Y/N If yes, please provide copy of report.
12. Insurance claim filed? Y/N If yes, please provide claim number.
13. Damage to Town property? Y/N
Has insurance carrier been notified? Y/N
If yes, please describe town property damaged, and extent/nature of damage.

14. Damage to private property? Y/N

Has insurance carrier been notified? Y/N

If yes, please provide name(s) and address(es) of the owner(s) of the damaged private property, describe property damaged, and describe extent/nature of damage.

15. Has private insurance claim been filed by non-employee? Y/N/Unknown

16. Did this incident involve severe injury or loss of life? Y/N

17. Name of individual severely injured or deceased:

18. Did this occurrence involve a medical emergency other than injury or death? Y/N

19. Counsel Opinion on liability exposure:

TOWN OF HUDSON
SERIOUS INCIDENT REPORTING
DEFINITION OF SERIOUS INJURY

Occupational Safety and Health Administration (OSHA) definitions of serious injury.

1. Impairment of the body in which part of the body is made functionally useless or is substantially reduced in efficiency on or off the job. Such impairment may be permanent or temporary, chronic or acute. Injuries involving such impairment would usually require treatment by a medical doctor. Examples of injuries which constitute such harm include:
 - a. Amputation (loss of all or part of a bodily appendage which includes loss of bone).
 - b. Concussion.
 - c. Crushing (internal, even though the skin may be intact).
 - d. Fracture (simple or compound).
 - e. Burns or scald, including electric and chemical burns.
 - f. Cut, laceration, or puncture involving significant bleeding and/or requiring suturing.

Agenda 1-24-23



TOWN OF HUDSON

Engineering Department

RECEIVED
DEC 30 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-54

8A

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: January 10, 2023

RE: Acceptance of the 2023 Exotic Aquatic Plant Control Grant from NHDES

Attached please find the Grant Agreement from the NHDES for the acceptance of the Exotic Aquatic Plant Control Grant. With this grant, the Town will receive a 50% cost match in 2023 for the DASH (Diver Assisted Suction Harvesting) services for Robinson and Ottarnic Ponds. The State is not recommending Herbicide treatment this year.

The Town portion of the costs will come from the Conservation Commission Professional Services budget (Acct. # 5586-252). The total grant amount will be for up to \$11,600, and will be broken down as follows:

DASH Work:

Total DASH Cost: up to	\$ 23,200.00
DASH Grant Award:	<u>\$ 11,600.00</u>
Town Cost:	\$ 11,600.00

Contractor: Aqualogic Inc.

Motion:

For the Board of Selectmen to accept the Exotic Aquatic Plant Control Grant from the NHDES for services for spring/summer of 2023.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 28, 2022

Town of Hudson
 c/o Doreena Stickney and Elvis Dhima

Dear Ms. Stickney and Mr. Dhima:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2023. Below is a breakdown of total project cost(s), grant award (50% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	Diver/DASH
Total Cost	n/a	\$23,200 (15 days of DASH between both ponds)
Grant Award	n/a	Up to \$11,600
Local Cost	n/a	\$11,600
Service Provider	n/a	Aqualogic

Total Grant Award: \$11,600.00

NHDES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2023.

PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW:

Please print the Grant Agreement, Exhibits and Certificate of Authority (attached to email and specified below), on plain white paper, *single-sided*, and complete as detailed below:

- Grant Agreement:** Please have the appropriate person in your organization, who is authorized to sign on behalf of the organization, complete lines 1.11 through 1.12 of the Grant Agreement. This same person must initial and date the bottom right of each of the three pages of this document.
- Exhibits:** Each of the pages in the Exhibits A-C document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #1 above, and should have the same date as that for when the Grant Agreement was signed.

- Certificate of Authority:** This is a certificate that verifies that the person who signs the Grant Agreement in #1 above is in a position that is authorized to do so. This form must be completed by someone other than the person who signed/initialed the Grant Agreement and Exhibits.

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

Items 1-3 should be completed and returned to my attention at the address below no later than February 10, 2023.

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

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

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

If you have not already done so, please confirm with the contractor(s) listed in the table above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2023.

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

Sincerely,



Amy P. Smagula
Exotic Species Program Coordinator

CERTIFICATE of AUTHORITY

I, Kara Roy, Chairperson, of the Hudson New Hampshire Board of Selectmen, do hereby certify that:

- (1) I am the duly elected Chairperson;
- (2) at the meeting held on January 10, 2023, the Board of Selectmen voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Board of Selectmen further authorized the Town Administrator to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Steve Malizia, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairperson of the Hudson New Hampshire Board of Selectmen, this 10th day of January, 2023.

Kara Roy, Chairperson

**EXHIBIT A
SPECIAL PROVISIONS
ROBINSON AND OTTERNIC PONDS**

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

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

Initials: _____
Date: _____

**EXHIBIT B
SCOPE OF SERVICES
ROBINSON AND OTTERNIC PONDS**

1. The Town of Hudson is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil and fanwort, both invasive aquatic plants, have become a nuisance problem in various portions of Robinson and Otternic Ponds, and the grantee is seeking grant funds to assist in control efforts in 2023.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For the diver work in 2022, the grantee will ensure that the diver(s) perform(s) the following tasks:

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

Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.

Initials: _____
Date: _____

**EXHIBIT C
PAYMENT TERMS
ROBINSON AND OTTERNIC PONDS**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$11,600, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau

Invoices may also be emailed to Amy.P.Smagula@des.nh.gov, upon receipt from the vendor.

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

Initials: _____
Date: _____

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name Town of Hudson		1.4. Grantee Address 12 School Street, Hudson, NH 03051	
1.5 Grantee Phone # 603-886-6008	1.6 Account Number 442010-1430-073	1.7. Completion Date December 31, 2023	1.8. Grant Limitation \$11,600
1.9. Grant Officer for State Agency Amy P. Smagula		1.10. State Agency Telephone Number 603-271-2248	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE, COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA, RETENTION OF DATA, ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT, REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default")
- 11.1.1 Failure to perform the Project satisfactorily or on schedule, or
- 11.1.2 Failure to submit any report required hereunder, or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder, or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination, and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____
Date _____

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials _____
Date _____

**Attachment A
Budget Estimate
Robinson and Otternic Ponds**

DIVER/DIVER-ASSISTED SUCTION HARVESTING – BOTH PONDS

Item/Service	Cost
15 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials	\$23,200
Total	\$23,200*

*NHDES will pay 50% of the total project cost, up to \$11,600.



TOWN OF HUDSON
Engineering Department

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

RECEIVED

DEC 30 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
1-24-23

8B

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen Chairman

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

DATE: January 10, 2023

RE: Contract Approval for DASH Treatment for removal of
milfoil at Ottarnic Pond and Robinson Pond

Attached please find the contract agreement for Aqualogic for the DASH (Diver Assisted Suction Harvesting) work to be done at Robinson and Ottarnic Ponds this summer.

This contractor was selected by the NHDES, and the services are covered by the Exotic Aquatic Plant Control Grant for a 50% cost match up to \$11,600.00.

Motion:

To approve and sign the attached 2023 contract for Aqualogic for DASH work at both Robinson and Ottarnic Ponds as needed, for up to \$23,200.00.

The cost for this contract will be covered by the NHDES Exotic Aquatic Plant Control Grant at a 50% cost match, and the Town portion of up to \$11,600.00 will be covered through the Conservation Commission Professional Services account (Acct. # 5586-252).



Contract for Services

(Robinson and Ottarnic Ponds, Hudson NH)

THIS Contract between Aqualogic Inc., Milfoil Contractor, Johnsburg NY (referred to as "Aqualogic" from here) and the Town of Hudson, Hudson NH (referred to as "TOWN OF HUDSON" from here) for 2023.

- 1) Services: TOWN OF HUDSON together with the New Hampshire Department of Environmental Services (NHDES), shall have the sole authority to dictate direction of the work covered by this Contract, that is to be completed by Aqualogic as authorized by current NHDES plant removal permit(s) issued to the TOWN OF HUDSON, a copy of which will be furnished to Aqualogic at least thirty (30) days prior to the commencement of work. Services will consist of Aqualogic's "Diver/DASH day" as defined below:

Diver/DASH Day

Description of Diver/DASH day:

- Each workday includes up to 2 hours of preparation, area survey and clean up, and 6 hours of total dive time. Tenders record when the diver enters and exits the water.

Team Information:

Number of Divers

3


Personnel Info:

- The work crew consists of 3 on-site personnel. All personnel are PADI Weed Control Certified, Open Water Certified and First Aid/CPR AED Certified.
 - Personnel Certifications – Divers are Open Water and Weed Control Certified. All team members are CPR/AED/First Aid trained and certified per OSHA regulations. Aqualogic is approved by the NHDES and meets all local and federal regulations.
- 2) Diver/DASH Day Rate: TOWN OF HUDSON shall pay the Aqualogic for its services a fee of One Thousand Five Hundred and Forty Dollars (\$1540.00) per day for up to fifteen (15) days of work with a one-time set up fee of One Hundred dollars (\$100.00) payable within thirty (30) days of TOWN OF HUDSON's receipt of Aqualogic's invoice.
 - 3) Contract Period: Work shall commence on or after May 15, 2023 and finish before September 30, 2023. The TOWN OF HUDSON may extend the term of this contract at the rate above based on the availability of Aqualogic Divers. All scheduled work must be preapproved by Amy Smagula from the NHDES, and Elvis Dhima, the Town Engineer, prior to work being done.
 - 4) In case of inclement weather or equipment failure, TOWN OF HUDSON will only be charged for days worked.

- 5) Payment cycle: The TOWN OF HUDSON shall pay Aqualogic according to the following schedule of payment, the total contract amount of which shall not exceed \$23,200.00.
- 6) Down Payment: Aqualogic has received a down payment of \$1,400.00 from the TOWN OF HUDSON. This payment shall be deducted from the first harvesting invoice.
- 7) Down Payment Refund: Aqualogic shall return the down payment of \$1,400.00 to the TOWN OF HUDSON if:
 - A. The NHDES notifies Aqualogic that no milfoil was found, and all surveys are complete for the season.
 - B. Aqualogic does not complete any Diver/DASH Days in Robinson Pond or Otternic Pond within the contract period as stated in #3 of this contract.
- 8) Aqualogic shall submit invoices to the TOWN OF HUDSON on a weekly basis, calculated in half day, full day increments. Invoices shall include harvest reports for each day worked and a harvest map for the week. Payment shall be made within thirty (30) days of acceptance of a complete invoice. Harvest reports shall comply with the terms of conditions of the NHDES permit.
- 9) Aqualogic (including agents and employees) is not an employee of TOWN OF HUDSON and is not entitled to any benefits or other payments associated with an employer-employee relationship. Aqualogic is solely responsible for worker's compensation insurance and other insurances that apply to performance under this contract. Aqualogic is responsible for any and all licenses and permits required under state or federal law for any operations carried out under this contract, except for the DES permit obtained by the TOWN OF HUDSON.
- 10) This contract may not be assigned.
- 11) This contract shall be governed by the laws of the State of New Hampshire and federal law and regulations. Aqualogic follows all Commercial Diving OSHA regulations.
- 12) This contract contains the entire understanding of the parties and may not be amended or changed except by written instrument signed by the parties.
- 13) Invoices: Aqualogic will submit invoices and harvest reports to the TOWN OF HUDSON on a weekly basis. Payment of invoices will be accomplished upon of presentation of invoices according to the schedule above.

CONTRACTOR: Aqualogic, Inc.

CLIENT: TOWN OF HUDSON

12/29/2022


Name: Dominic Jude

Name:

Title: President

Title:

I have authority to bind the Company.

Duly Authorized



PURCHASE ORDER

(Pending Posting Process)

PO No: **CON23008**
Date: 12/30/2022
Dept. Of: Conservation, Other
Job No:
Ship Via: Standard Shipping
Terms: Standard Terms
Comment: DASH Services for Robinson & Ottarnic Ponds

TO: Aqualogic Inc
PO Box 182
Johnsburg, NY 12843

Contact:
Vendor ID: A01908
1099 Eligible: No

BILL TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

Attention:

Requested By: dstickney

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
CONTRACT	Robinson & Ottarnic Ponds	1.0000	23,200.0000	23,200.00
Debit Account No: 06-4619-5586-252-000		Desc: Conserv Comm, Prof Services		
2023 - Diver Assisted Suction Harvesting for invasive weed control (milfoil and fanwort). Reimbursable at 50% through the Exotic Aquatic Plant Control Grant from NHDES; Per BOS Motion on 1/10/23.				
			Total	23,200.00

Department Head

Board of Selectmen

Finance Director

Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen

Agenda
1-10-23



TOWN OF HUDSON

Engineering Department



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

8C

INTEROFFICE MEMORANDUM

PUBLIC HEARING 1-24-23

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: January 3, 2023

RE: Brox Industries, Inc.

RECEIVED

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TOWN OF HUDSON
SELECTMEN'S OFFICE

RECEIVED

JAN 03 2023

TOWN OF HUDSON
SELECTMEN'S OFFICE

Dear Mr. Malizia,

We have been informed by Brox Industries, Inc, that they are in the process of filing for a Wetland Dredge and Fill permit from the State. Part of that this permit is wetland restoration and/or preservation.

Brox Industries' Wetland Scientist has identified approximately six acres of upland areas and surface water body areas, adjacent to existing conservation land, that they would like to donate to the Hudson Conservation Commission as part of their mitigation proposal to NHDES.

In addition, they would like to donate \$10,000 to the Hudson Conservation Commission to go towards their Merrill Park rehabilitation projects, currently underway.

Brox Industries' representatives will be available to speak about these items and answer any questions related to them.

First Motion:

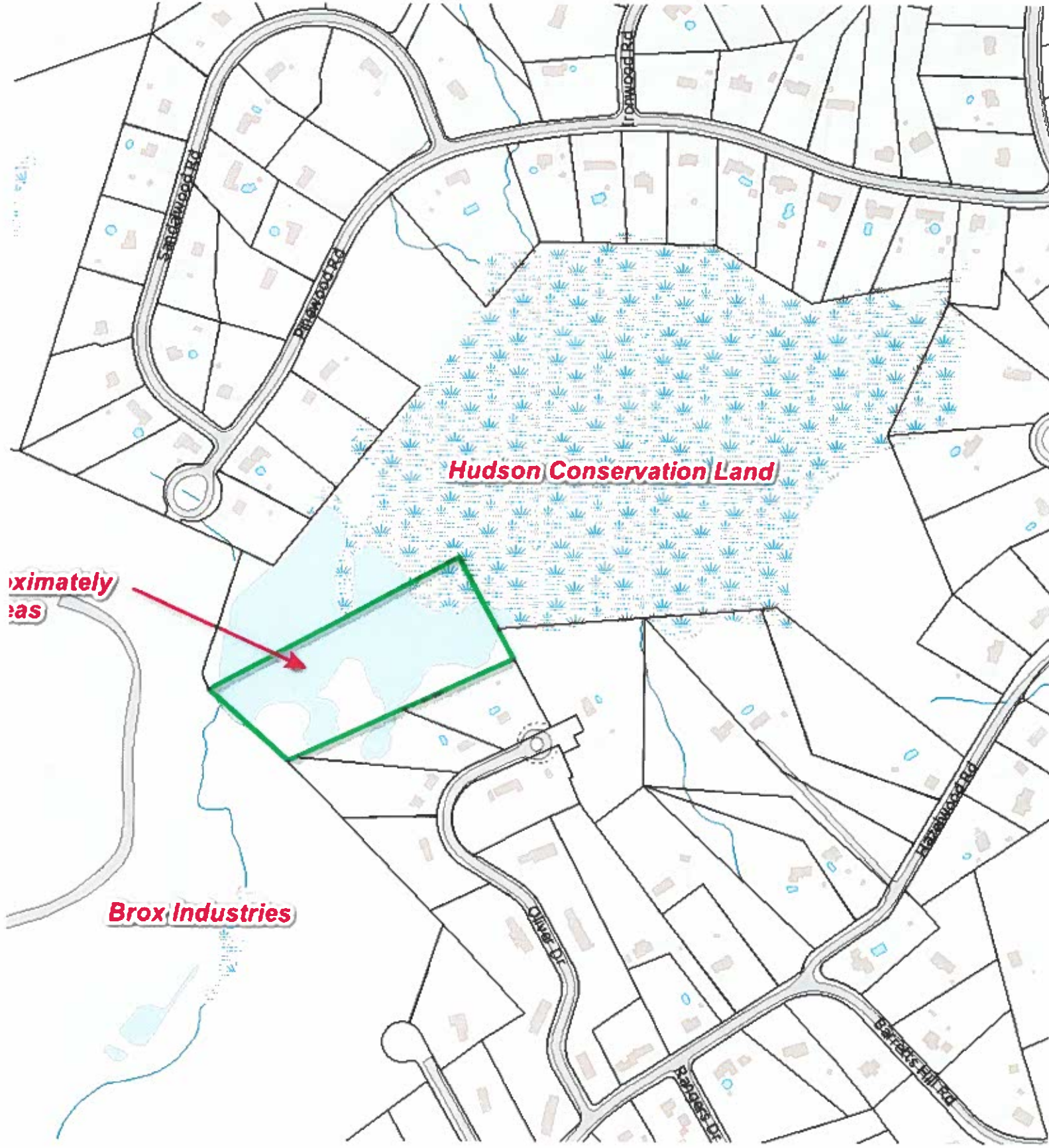
To move forward with a public hearing on January 24, 2023, regarding acceptance of the land donation to Hudson Conservation Commission if NHDES approves the wetlands permit.

Second Motion:

To move forward with a public hearing on January 24, 2023, regarding the \$10,000 donation to Hudson Conservation Commission if NHDES approves the wetlands permit.

Selectman Morin made a motion, seconded by Selectman Guessferd to move forward with a public hearing on January 24, 2023, regarding acceptance of the land donation to the Hudson Conservation Commission if NHDES approves the wetlands permit. Carried 3-0.

Selectman Morin made a motion, seconded by Selectman Guessferd to move forward with a public hearing on January 24, 2023, regarding the \$10,000 donation to Hudson Conservation Commission if NHDES approves the wetlands permit. Carried 3-0.



Hudson Conservation Land

Approximately 1.5 acres



Brox Industries

Sandwood Rd

Pinewood Rd

Ironwood Rd

Olive Dr

Rakes Dr

Baker's Hill Rd



TOWN OF HUDSON

Engineering Department

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

Agenda
1-24-23



RECEIVED

JAN 19 ..

TOWN OF HUDSON
SELECTMEN'S OFFICE

8D

INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: January 18, 2023

RE: Robinson Road and Christine Drive-- 12" Water Main Extension.

Mr. Malizia

The Planning Board recently approved a site plan listed with municipality water line. This project includes approximately 1,600 linear feet of proposed 12 main connecting to two existing 12 inch mains located on Robinson Road and Christine Drive. The work includes the following:

Installation of approximately 1,600 linear of 12 inch main along Robinson Road and Christine Drive.

This project will be at no cost to the town and was recommended by the Municipality Utility Committee on January 17, 2023. The proposed water line extension will provide domestic and fire protection for this development and we can accommodate this request.

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

Motion:

To approve and sign the proposed 12 inch water line extension agreement, as recommended by Town Engineer.

AGREEMENT

Chasse Steel Company WATER SYSTEM EXTENSION

THIS AGREEMENT is made ___ day of _____ 2022, by and between (*the applicant*) Steel Properties, LLC, with an address of 8 Christine Drive and the Town of Hudson, a municipal corporation of Hillsborough County, New Hampshire, with offices at 12 School Street, Hudson, New Hampshire 03051 (the “Town”).

RECITALS:

- 1.01 (*The applicant*) is the owner of certain real estate situated in Hudson, Hillsborough County, New Hampshire, with an address of 199 & 200 Robinson Road, and shown as Map 105, Lots 17-2 & 17-3 on the Town of Hudson Tax Maps (the “Premises”).
- 1.02 Presently, the Town’s water system extends along Robinson Road to a point approximately 900 feet north from the common boundary line between the Premises.
- 1.03 Steel Properties, LLC desires to extend the Town’s water system to the Premises and then further extend the Town’s water system as shown on the Offsite Water Main Extension Plan and Profile for the purpose of providing water to Lots 17-2 & 17-3 as shown.

Agreement to do Work

- 2.01 The parties agree that the recitals set forth above are true, accurate and complete.
- 2.02 (*The applicant*) shall cause the following work to be undertaken and completed the (project) “Work”:
 - 2.02.1 The installation of an 12 inch water main from the end of the existing town water main located on Robinson Road and Christina Drive to the Premises. Such 12 inch water main shall be located on the Premises within the proposed access and Utility Easement or Right of Way.

2.02.2 (*The applicant*) shall undertake all necessary work within Robinson Road and on its Premises to install the water main, gate valves, service lines, with gates and fire hydrants. This work shall include, but is not limited to, reclaiming pavement with trenching and installation of the water main and service lines. This work shall also include associated loaming and seeding on or adjacent to the premises. The scope of work and limits of construction shall be approved prior to the commencement of construction by the Town Engineer. All such work shall be undertaken in coordination with the Town of Hudson Town Engineer. All such work shall be approved as to quality and workmanship by the Public Works Department and Engineering Department.

Preliminary or Related Matters

3.01 (*The applicant*) shall convey easements to the town of Hudson for the proposed Access and Utility Easement, if applicable, substance satisfactory to the Town of Hudson.

Inspections

4.01 (*The applicant*) shall pay all applicable fees and inspection costs related to the Work.

Certain Fees/Bonding

5.01 (*The applicant*) shall pay any and all hook-up assessments or extension fees including capital assessment fees to provide municipal water service to the Premises.

5.02 Prior to the commencement of Work, (*the applicant*), the Town (through its Board of Selectmen), and the Town Engineer shall establish mutually acceptable amounts for the bonding of the proposed work.

5.03 Prior to the commencement of Work, (*the applicant*) shall provide the Town with a bond, letter of credit or combination thereof to constitute the surety for the Work.

5.04 The applicant shall provide the funding to address offsite improvements related to fire suppression, for the amount of \$85,000.

General


6.01 (*The applicant*) has appended hereto a certificate of authority confirming that it has authorized certain duly authorized agents and/or employees of Keach-Nordstrom Associates, Inc. to enter into this Agreement on behalf of Steel Properties, LLC.

6.02 The Town represents to (*the applicant*) that its Board of Selectmen are duly authorized to approve this Agreement on behalf of the Town and bind the Town hereto.

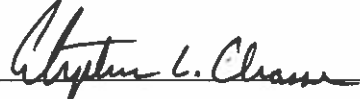
6.03 This Agreement is a complete and accurate statement of the agreement between the parties and any and all prior agreements, representations, understandings, oral or written by and between the parties with respect to the subject matter hereof, are hereby expressly superseded, and this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto.

6.04 This Agreement shall be governed by and construed in accordance with the law of the State of New Hampshire without regard to its conflict of law rules or principles.

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



Witness

By: 
Steel Properties, LLC

Its: MCZ.
Duly Authorized Owner

Town of Hudson its Board of Selectman

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

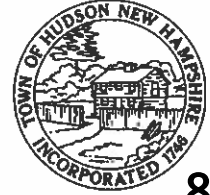
Its: _____
Duly Authorized Selectmen

Agenda
1-24-23



TOWN OF HUDSON

Engineering Department



8E

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

RECEIVED

JAN 19

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: January 17, 2023

RE: County Road Bridge (126/083) – Evaluation & Design Phase

On December 10, 2023 the Board of Selectmen decided to fund this project with a one-time payment received from NHDOT. Wright-Pierce, Inc., the lowest bidder for the most recent bridge project, can perform the task for the budgeted amount of \$17,500.

The Town Engineer's recommendation to the BOS is to approve the contract for the evaluation and design engineering services.

First Motion:

To waive the bid process and sole source this work to Wright-Pierce, Inc. for the following reasons:

1. They have agreed to complete this work for the budgeted amount.
2. They have performed similar services for the town in the past.
3. They were the lowest bidder on the last bridge project.

Second Motion:

To approve the contract for design engineering services for County Road Bridge (126/083) to Wright-Pierce, Inc. for the amount of, not to exceed \$17,500, using Account #: 4909-6211-503-000.

January 16, 2023

Mr. Elvis Dhima, PE, Town Engineer
Town of Hudson Engineering Department
12 School Street
Hudson, NH 03051

**SUBJECT: County Road Bridge (Br. No. 126/083)
Proposal for Bridge Rehabilitation Services**

Dear Elvis,

Wright-Pierce is pleased to provide this proposal for design and bid phase services for the superstructure rehabilitation of the County Road bridge over Second Brook. The existing bridge was built in 1930 and has deficiencies with bridge deck, bridge and approach rails and channel bank slumping at the northeast corner of the bridge. The bridge has also been noted to be narrow for the volume of traffic it sees. The Town desires to repair the bridge and approach rail systems and evaluate adding nominal width to the superstructure. The bridge rehabilitation will be undertaken in advance of the Town reconstructing the downstream Bridge No. 125/082 to allow County Road to be viable as a detour option for reconstruction of the downstream bridge.

Scope of Services

The following is a summary of the scope of work we will conduct for the project based on field review of the bridge and discussions with the Town:

Task 1 – Project Initiation

1. **Kick off Meeting:** Conduct an online / remote meeting with the Town to discuss schedule and overall work plan. Wright-Pierce will receive GIS data and historic plans for the project site that will be used to develop permitting and construction documents for proposed repairs.
2. **Utility Identification and Coordination:** Wright-Pierce will review existing data from Town files, review the Town's GIS system and coordinate with utility owners to have the underground utilities marked out as needed.
3. **Bridge Inspection:** Wright Pierce will inspect the condition of the existing bridge for concurrence of prior NHDOT inspection report findings and confirm limits of proposed bridge rail and deck improvements. During this time, observations will be made of channel condition for proposed embankment stabilization. Field work excludes geotechnical explorations and analysis as foundation modifications are not anticipated as part of the project.

1/16/2023

Mr. Elvis Dhima, PE, Town Engineer

Page 2 of 3

4. Existing Conditions Data Collection: Wright-Pierce will deploy an in-house team to collect detailed measurements of the existing structure for rehabilitation. Off road improvements are anticipated to be minimized, so existing conditions and topography will be limited to publicly available information from State or Town sources.

Task 2 – Design Phase Services

1. Develop preliminary deck and rail repair details based on information gathered in Task 1 to serve as the basis for permitting and construction plans.
2. Compile a summary letter report outlining the design criteria, findings, and conceptual recommendations. The report will include conceptual typical sections and elevation view of the rehabilitated bridge, with the proposed deck and rail details illustrated for the Town's concurrence of the project to be advanced to permitting, as needed, and final design. An opinion of project costs will be developed based on NHDOT weighted average unit pricing supplemented with pricing from recent bid results from other similar projects developed by Wright-Pierce.
3. Wright-Pierce will prepare a NHDES Shoreland Permit by Notification (PBN) for planned work within the shoreland buffer of Second Brook in accordance with requirements of the NHDES Shoreland Water Quality Protection Act. The shoreland PBN is assumed to not require wetlands delineation as no work is planned within the jurisdictional wetlands. The permit fee of \$400 is assumed to be paid directly by the Town as owner / agent.
4. Complete final plans to include approach details for bridge repairs, rail repairs and bridge approach work including guardrail, embankment grading and stream bank stabilization. Sealed construction documents will be developed for the Town to bid. A final opinion of construction costs will be provided to the Town based on NHDOT weighed average unit pricing supplemented with pricing from recent bid results from other similar projects developed by Wright-Pierce.
5. Wright-Pierce will prepare technical specifications for the Town to insert with its front-end bid documents.

Wright-Pierce is available to provide additional services, excluded from this proposal Town's Request for Proposals including Resident Project Representative, Construction Administrations, and Record Drawing Documentation. These services can be added at a later date upon negotiation of additional scope and fee for the work.

PROPOSED FEE AND SCHEDULE

Our proposed fee for services above is \$17,500. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses, which will be billed at

1/16/2023

Mr. Elvis Dhima, PE, Town Engineer

Page 3 of 3

straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A - copy attached).

Wright-Pierce is available to begin immediately upon authorization to proceed from the Town of Hudson. We propose to complete this effort by March 31, 2023 assuming authorization to proceed by January 31, 2023. If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files.

We appreciate the opportunity to be of service to you and look forward to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-400-6448.

Sincerely,

WRIGHT-PIERCE



Jason L. Gallant, PE
Senior Project Manager
jason.gallant@wright-pierce.com

Seen and agreed to by:

Town of Hudson

By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

January 16, 2023

EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER, and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of New Hampshire. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement 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 CLIENT and ENGINEER, who agree that the Agreement 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.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

EXHIBIT B – SCHEDULE OF BILLING RATES

Billing Rates

Billing rates are based on salary costs for Wright-Pierce within each classification, multiplied by our salary multipliers. Actual billing rates to the project are based on the actual rates for the individuals assigned to the project. Allow for a standard 4% salary increase year-over-year for multi-year contracts.

Labor Billing Rates

Accounting / Billing Classification	Hourly Billing Rate Range
Principal / Engineering Manager	\$160 to 240
Senior Project Manager	\$150 to 197
Project Manager / Senior Project Engineer / Construction Manager	\$130 to 186
Senior Project Engineer	\$110 to 140
Project Engineer	\$80 to 120
Engineer Intern / Intern Architect	\$80 to 100
Architect / Structural / Mechanical / Instrumentation / Electrical Engineer	\$120 to 197
Senior CAD Designer	\$115 to 145
CAD Designer / Senior CAD Technician	\$80 to 115
CAD Technician	\$60 to 75
GIS Analyst	\$72 to 114
Survey Crew (two people)	\$200
Field Service Technician	\$59 to 74
Hydrogeologist	\$95 to 135
Resident Project Representative	\$80 to 145 (\$105 to 180 including expenses)
Office Assistant / Word Processor	\$53 to 113

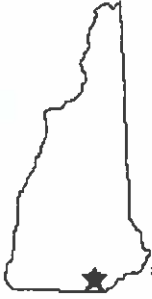
Non-Labor Billing Rates

Description / Equipment	Job Cost Rate Per Unit	Description / Equipment	Job Cost Rate Per Unit
Air Blowers w/ducts	\$20/day, \$100/wk	Gas Meter only	\$40/day, \$140/wk
CADD Bond	\$0.15/sq. ft.	GIS/KEY Software	\$70/hr
Confined Space Entry Equip.	\$75/day, \$150/wk	GPS	\$150/day
CTD-Diver	\$95/day, \$225/wk	Hach Colorimeter	\$50 day
Dewar Flask (Self-Heating)	\$50 and \$5/test	Infiltrometer	\$100/day
Drager Hand Pump	\$10/15 tubes	iPad	\$5/day
Drone	\$500/hr	ISCO Flow Meter	\$40/day, \$150/wk
Dye Tabs	\$2/each	Jar Tester	\$200/day
Electric Boat & Fish Finder	10/day, \$40/wk	Liquid Smoke	\$75/gal
Field Books	\$20 each	Magnetic Manhole Lifter	\$20/day, \$75/wk
Field Phone	At Cost	Manhole Smoke Blower	\$25/day, \$100/wk
Field Van/Truck	\$165/day	Meals and Tips	At Cost
Filtering System	\$20/day	Mileage	IRS Rate
Fulcrum Program	\$35/mo	Mini Field Lab	\$50 day

Description / Equipment	Job Cost Rate Per Unit
Misc. Equip.* 1-6 items	\$10/day
Misc. Equip.* 2-3 items	\$5/day
Misc. Equip.* 7-10 items	\$20/day
Misc. Equip.* 11-20 items	\$40/day
Misc. Fees	At Cost
Misc. Field Supplies	At Cost
Misc. Office Supplies	At Cost
Misc. Survey Equipment	\$15/day
Mylar	\$1.00 sq. ft.
Photocopies	\$0.10/copy
Pipe Mic	\$10/day, \$40/wk
Pipelogix Software	\$2.75/manhole
Pipettor	\$25/day
Pneumatic slug assembly	\$50/day
Pole Camera	\$300/day, \$1,100/wk
Postage	At Cost
Pressure Recording Gauge	\$40/day
Pressure Transducer (1 unit)	\$200/wk, \$375/mo
Printing/Reproduction Cost	At Cost
Rain Gauge	\$5/day

Description / Equipment	Job Cost Rate Per Unit
Rental Vehicles	At Cost
Room	At Cost
Scentometer	\$25/day
Settling Cones	\$ 5/day
Sludge meter, testing equip.	\$50/day
Soil Core Sampler	\$25/day
Spikes	\$1 each
Stakes	\$0.45 each
Subcontracts	1.1 x Cost
Survey Level, Tripod, Rod	\$20/day, \$60/wk
Survey Total Station	\$25/hr
Swivel Diffuser	\$20/day
Temperature Probe	\$5/day
Velocity Meter	\$30/day
Velometer	\$50/day
Water Level Meter	\$20/day
Whale, Super Purger Pump	\$10/day

*Miscellaneous equipment = paint gauge, measuring wheel, measuring tape, thermometer, manhole pick, laser measuring device, ice auger, flashlights, traffic cones, etc.



TOWN OF HUDSON
Finance Department

RECEIVED
1-24-23, JAN 19 ..



8F

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

To: Board of Selectmen
Steve Malizia, Town Administrator

From: Lisa Labrie, Finance Director *LL*

Date: January 19, 2023

Subject: DPW Fuel Pump Station – Design Phase

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

Recommendation:

To award the contract for design services for the DPW Fuel Pump Station to Greenman – Pedersen, Inc.

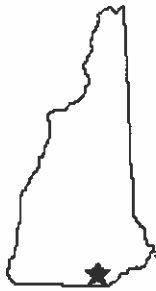
Information:

On 12/13/22, the Board of Selectmen approved funding of this project with American Rescue Plan money. The project was advertised on the Town website the next day and in the Union Leader Newspaper 12/16/22. A mandatory pre-bid meeting was held on 1/5/23 and also four different vendors were sent bid invitations. The estimate for the project was \$40,000 with a budgeted allotment of \$50,000. We received one (1) bid from Greenman – Pedersen, Inc. of Salem, NH for \$34,950.00.

Funding: The construction costs are to be charged to account no. 7207 which is an infrastructure account funded by the American Rescue Plan.

Motion: To approve the contract for design services for the DPW Fuel Pump Station to Greenman – Pedersen, Inc. for the amount of, not to exceed \$34,950 and to charge the costs to 7207. Recommended by the Town Engineer and Finance Director.

Cc: Elvis Dhima, Town Engineer



TOWN OF HUDSON

Engineering Department



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

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer
Jess Forrence, Public Works Director

DATE: January 19, 2023

RE: DPW Fuel Pump Station – Design Phase

On December 13, 2022 the Board of Selectmen decided to fund this project with American Rescue Plan funds. We start advertising for this the next day on the Town website and on the Union Leader on December 16, 2022. On January 5, 2023 we held a mandatory pre-bid meeting and we sent the bid invitations to four different vendors. Our engineering estimate for the proposed work was \$40,000.

On January 19, 2023 we received one bid as follows:

- | | |
|--------------------------------------|-------------|
| 1. Greenman-Pedersen, Inc Salem, NH: | \$34,950.00 |
|--------------------------------------|-------------|

After completing the bid evaluation and proposed work/tasks, our recommendation is to approve the contract for design engineering services to GPI.

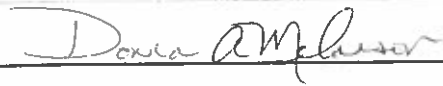
Motion:

To approve the contract for design engineering services of DPW Fuel Pump Station to Greenman-Pederson, Inc. for the amount of, not to exceed \$34,950, using Account #: 4909-7207-000.

Office of the Town Clerk/Tax Collector

DPW FUELING STATION

Thursday 19, 2023 @ 10:00am

Name & Address	Received Date	Bid Price
GREENMAN-PEDERSEN, INC.	19-Jan-23	34950 00
44 STILES ROAD, SUITE ONE, SALEM, NH 03079		
Respectfully Submitted:		
		
cc: Selectmen		
Finance		
Engineering		

Agenda
1-24-23

RECEIVED

JAN 18 ..

TOWN OF HUDSON
SELECTMEN'S OFFICE



TOWN OF HUDSON

Engineering Department

8G

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

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer
Jess Forrence, Public Works Director

DATE: January 18, 2023

RE: Operation and Maintenance Agreement with New Hampshire Department
of Transportation (NHDOT)

In April of 2022 the Board of Selectmen authorized the Town Engineer to work with NHDOT on a five-year traffic signal agreement, similar to an existing one in place, for the following intersections:

- NH 3A/River Road/Dracut Road/Steele Road
- NH 3A (Lowell Road)/Rena Avenue
- NH 3A (Lowell Road)/Sam's Club/Walmart
- NH 3A (Lowell Road)/Circumferential Highway/Sagamore Bridge

The Town of Hudson and the NHDOT have worked together to come up with an agreement, which has been reviewed by the Town's legal counsel, to transfer the day to day operations.

This agreement will allow the Town to enroll the above four intersections to our system and require the contractor to install controllers and cameras to the Town's preference. In addition, this agreement allows the Town to monitor and make necessary changes to the traffic flows and patters, if necessary.

This five-year arrangement is subject to final Board of Selectmen approval.

First Motion:

To approve the Operation and Maintenance Agreement with NHDOT for five years, as recommended by Town Engineer and Public Works Director, and to authorize the Chairperson to sign the agreement.

Agenda 4-12-22



TOWN OF HUDSON

Engineering Department



9A

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

RECEIVED
APR 06 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer
Jess Forrence, Public Works Director

DATE: April 6, 2022

RE: Operation and Maintenance Agreement with New Hampshire Department
of Transportation (NHDOT)

Back in 2020, the Town of Hudson took over traffic signal maintenance and day to day operations of the Kimball Hill Road and Route 111 intersection. This allows the Town staff to respond, operate and modify operations while the State still has ownership of the intersection. This was done due to past issues and the State's inability to respond, due to lack of staffing and resources.

We have been asked by the State to consider similar agreements for the following intersections:

- NH 3A/River Road/Dracut Road/Steele Road;
- NH 3A (Lowell Road)/Rena Avenue;
- NH 3A (Lowell Road)/Sam's Club/Walmart;
- NH 3A (Lowell Road)/Circumferential Highway/Sagamore Bridge

This agreement would take effect after all the offsite improvements have been completed and the Town's preferred hardware, software and fiber optics have been successfully installed. This will provide us with the ability to do our own traffic counts at each intersection before and after the project completion.

The Town of Hudson and NHDOT will work together to come up with a five-year agreement, similar to past practices and will be subject to the Town's legal counsel review and Board of Selectmen approval.

Motion:

To authorize the Town Engineer work with NHDOT to prepare a five-year Operation and Maintenance Agreement with NHDOT for the intersections listed above.

Selectman McGrath made a motion, seconded by Selectman Gagnon to authorize the Town Engineer to work with NHDOT to prepare a five-year Operation and Maintenance Agreement with NHDOT for the following intersections:

NH3A/River Road/Dracut Road/Steele Road

NH3A Lowell Road/Rena Avenue

NH3A Lowell Road/Sam's Club/Walmart

NH3A Lowell Road/Circumferential Highway/Sagamore Bridge

Carried 5-0.

TRAFFIC SIGNAL MAINTENANCE AGREEMENT
BETWEEN THE TOWN OF HUDSON AND
THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

INTERSECTIONS OF

1. NH 3A & CIRCUMFERENTIAL HIGHWAY (SAGAMORE)
2. NH 3A AND WALMART BLVD
3. NH 3A & RENA AVENUE
4. NH 3A & DRACUT ROAD/RIVER ROAD

This AGREEMENT made this _____ day of _____, 20__, between the Town of Hudson, hereinafter referred to as the "TOWN," and the State of New Hampshire Department of Transportation, through the Bureau of Traffic, hereinafter referred to as the "STATE."

The TOWN and STATE hereby agree as set forth below:

I. PURPOSE

The purpose of this AGREEMENT is to delegate operation and maintenance responsibilities of the traffic signal system at a designated location. The STATE has determined that, based upon budgetary considerations and the available workforce in this region, routine maintenance and prompt response to matters concerning the signals shall be performed by the TOWN, as detailed herein. The STATE hereby delegates these enumerated responsibilities to the TOWN.

II. LOCATION

The signal systems are located in the Town of Hudson, at the intersections listed above, as presently located at the time this AGREEMENT is executed. The signalized intersections and all equipment, markings, and signage further described in Section 3.03 are collectively referred to as the "Signal System."

III. SCOPE

- 3.01 The STATE shall review and approve any design and equipment specifications for the Signal System to ensure conformance with current Federal and State standards. The STATE shall review and approve any changes or repairs proposed by the TOWN prior to implementation. The TOWN shall be responsible for the cost of installation and removal, if so required at the sole discretion of the STATE, for any items that were implemented without prior approval of the STATE.
- 3.02 The STATE reserves the right to take control of the Signal System in the event of a local, state, or national emergency, as determined in the sole discretion of the STATE. In such an event, there is no duty on behalf of the STATE to give notice to the TOWN prior to taking control of the Signal System.
- 3.03 The TOWN shall be responsible for operation and maintenance of the Signal System, as required by the current edition of the Manual of Uniform Traffic Control Devices, as may

be updated from time to time upon adoption by the STATE, including but not limited to the following components, with the exception of those items listed in Section 3.04:

- A. Signal hardware and software, including signal heads, signal poles, cabinets, and all contents including but not limited to controller, master controller, and communication equipment;
- B. Lamps and all related wiring;
- C. Loop detectors/ Cameras;
- D. Meter pedestals;
- E. Fire pre-emption detectors, beacons, modules and ancillary devices. The TOWN must share the detector frequency with all emergency medical vehicle users;
- F. Payment for communication charges that have been incurred by systems and equipment installed and utilized by the TOWN;
- G. Emergency response and repair;
- H. Timing of the traffic controller during all periods;
- I. Implement coordinated timing plans upon request of the STATE.

3.04 The STATE shall be responsible for the following items:

- A. Payment for electricity;
- B. Furnishing or reimbursing the TOWN with components of the controller cabinet that are malfunctioning or damaged. In the event that a component of the controller cabinet is malfunctioning or damaged, the TOWN must give notice to the STATE, and obtain STATE approval, prior to the purchase or installation of such replacement item(s) that cost in excess of \$3000. For item(s) costing less than \$3000 that the TOWN has in its inventory, the TOWN may install the item(s) and seek reimbursement from the STATE. For item(s) costing less than \$3000 that the TOWN does not have in its inventory, the TOWN must have the item purchased through the STATE.
- C. Providing the TOWN with necessary hardware, including but not limited to signal poles, signal heads, lamps, meter pedestals, and controller cabinet;
- D. Reimbursing the TOWN for the cost of law enforcement officials to conduct traffic control during periods of signal malfunction. The STATE shall not be responsible for providing law enforcement officials, nor for reimbursement, during regional/wide spread power outages.
- E. No labor reimbursement will be made to the TOWN for the routine signal repairs made pursuant to Section 3.03 of this AGREEMENT. The TOWN must seek approval before performing, or seeking reimbursement, for any labor costs beyond the scope of Section 3.03 of this AGREEMENT.

IV. EXECUTION OF THE WORK

4.01 The TOWN shall respond to any and all reports of malfunction, damage, failure, or insufficiency with the Signal System, without delay, and pursuant to the statutory requirements of NH RSA 230:78-80 and NH RSA 231:90-92. In the event that the STATE receives notice of a malfunction, damage, failure, or insufficiency prior to the TOWN receiving notice, the STATE shall immediately notify the TOWN of such condition.

V. SIGNAL TIMING

Any changes to signal timing must be approved by the STATE prior to implementation of such signal timings.

VI. DURATION AND AMENDMENT OF THE AGREEMENT

7.01 This AGREEMENT becomes effective upon approval of the New Hampshire Governor and Executive Council.

7.02 This AGREEMENT shall remain in full force and effect for a term of five (5) years, beginning upon the effective date. The STATE or TOWN may elect to terminate this AGREEMENT upon 30 days prior written notice. Upon expiration of the initial term, the STATE and TOWN may agree, in writing, to one (1) automatic renewal for a period of five (5) years.

7.03 This AGREEMENT shall not be amended, supplemented, or modified in any respect, except upon the written approval of the STATE and TOWN.

VII. CONTINGENCY

Notwithstanding any other provisions herein, this AGREEMENT is contingent upon the appropriation of sufficient funds from the New Hampshire Legislature for the STATE to carry out any obligation under this AGREEMENT. Equally, this AGREEMENT is contingent upon the appropriation of sufficient funds from the legislative body of TOWN for the TOWN to carry out any obligation under this AGREEMENT. If sufficient funds are not so appropriated, the STATE or TOWN may terminate this agreement upon 30 days written notice, and incur no costs during that 30 day period. Such termination shall relieve both the STATE and TOWN of all obligations hereunder.

VIII. SEVERABILITY

In the event that any provision, or a portion of a provision, of this AGREEMENT is found to be unenforceable by a Court or government agency of competent jurisdiction, that portion of the provision shall be stricken, and the remaining portion and provisions of this AGREEMENT shall be enforceable.

IX. JURISDICTION

This AGREEMENT shall be governed by and interpreted according to the laws of the State of New Hampshire. Any dispute arising out of the AGREEMENT shall be heard in a New Hampshire court of competent jurisdiction.

AGREED by the parties, who have caused this AGREEMENT to be executed by their duly authorized officers for the purposes herein contained as of the date first written above.

The State of New Hampshire
Department of Transportation

Witness

By: _____
Name: William Cass
Title: Commissioner
Duly Authorized

The Town of Hudson, New Hampshire

Witness

By: _____
Name: Kara Roy
Title: Chairperson, Board of Selectmen
Duly Authorized

Approved as to form and execution.

Date

Assistant Attorney General

Agenda
1-24-23



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



8H

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: January 19, 2023

Re: Tax Bill Discussion

Chairperson Roy has requested that an item be placed on the Board of Selectmen's January 24, 2023 agenda to discuss the most recent tax billing.

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



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

RECEIVED

JAN 18
TOWN OF HUDSON
SELECTMEN'S OFFICE



*Agenda
1-24-23*

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

Scott J. Tice
Chief of Department

81

TO: Kara Roy
Chairperson, Board of Selectmen

FR: Scott J. Tice
Fire Chief 

DT: January 17, 2023

RE: January 24, 2023 BOS Public Agenda

Please place the following item on the above-indicated agenda from the Fire Department.

Attached you will find a letter of resignation from Firefighter/AEMT Timothy Lafortune effective January 27, 2023.

Firefighter Lafortune joined the department in November 2020. We thank him for his service over the past two years and appreciate his contributions during his tenure with us.

We ask the Board of Selectman to accept his letter of resignation and we wish him well as he continues his career with the Concord Fire Department.

Motion #1:

To accept the letter of resignation from Firefighter/AEMT Timothy Lafortune effective January 27, 2023 with the Board's thanks and appreciation.

Motion #2:

To authorize the Fire Chief to advertise the Firefighter position.

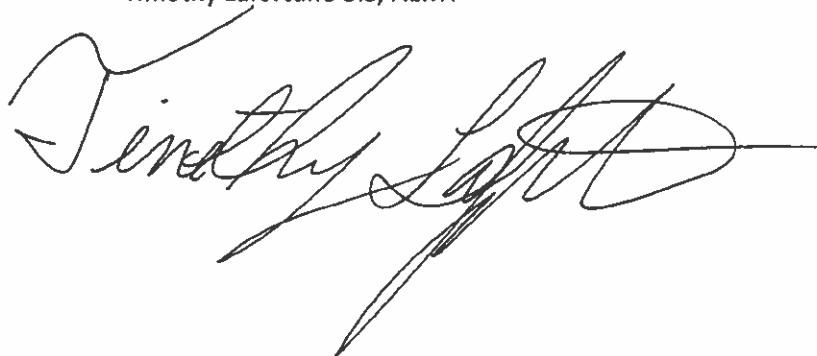
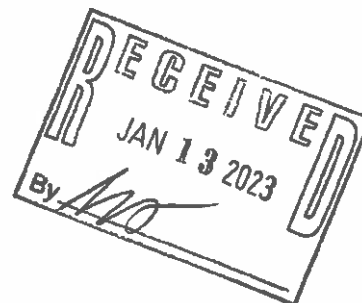
To Chief Scott Tice,

January 13, 2023

I Timothy Lafortune, hereby resign from my position as a firefighter/ AEMT for the town of Hudson New Hampshire. My resignation will be effective January 27, 2023. This letter shall serve as a 14 day notice of my resignation. I would like to thank yourself, along with the Hudson fire department for giving me my start in the best career in the world. I have decided it is in the best interest of myself, and my career to accept a position as a firefighter/ AEMT with the city of Concord NH fire department. In an effort to leave the Hudson fire department better than when I found it, I would like to have an exit interview.

Sincerely,

Timothy Lafortune B.S, AEMT

A handwritten signature in black ink, appearing to read "Timothy Lafortune". The signature is fluid and cursive, with a long horizontal stroke extending to the right.



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

RECEIVED
JAN 19 ..

TOWN OF HUDSON
SELECTMEN'S OFFICE



*Agenda
1-24-23*

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

Scott Tice
Chief of Department

8J

TO: Kara Roy
Chairperson, Board of Selectmen

FR: Scott Tice *ST*
Fire Chief

DT: January 17, 2023

RE: Grant Application – January 24, 2023 BOS Public Agenda

The Fire Department is requesting permission to apply for an Assistance to Firefighter Grant program through the Department of Homeland Security.

On December 15, 2021 we submitted an application for the FY21 AFG program for the purpose of obtaining funding to replace 37 portable radios and associated equipment. As of this writing, we are still in a submitted status and are awaiting a decision.

The application process for the FY22 AFG program closes on February 10, 2023. Our top priority is securing funding for the replacement of our portable radios. If we do not receive a decision on our prior application by the February 10th deadline, we will re-submit again for FY22.

If we receive notice prior to the February 10th deadline that the FY21 application was approved then we will submit an application to seek funding for personal protective gear (PPE) cleaning systems.

This would then result in the following two scenarios:

Scenario #1:

If the FY21 AFG application is denied or no decision made by February 10, 2023:

1. Assistance to Firefighters Grant Program:

- a. For the FY22 AFG program, we are proposing a request for the replacement of our portable radios as our attempts at securing funding through prior years AFG program has been unsuccessful.
- b. Upon conclusion of a review of our existing equipment, we have determined a declining number of dependable and serviceable portable radios available to the members of our organization.
- c. This proposal will have an approximate value of \$265,000. This would be inclusive of the following equipment;
 - i. 48 portable radios and associated equipment

- d. This program does require a 10% match. We would request to utilize approximately \$26,500.00 from the Communications Capital Reserve Fund to meet our obligation.

Scenario #2:

If the FY21 AFG Radio Replacement application is approved and we are notified prior to February 10, 2023

1. Assistance to Firefighters Grant Program:

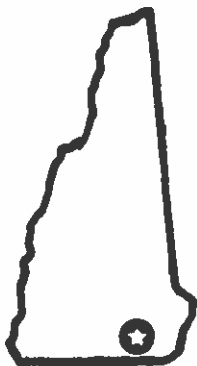
- a. For the FY22 AFG program, we are proposing a request for the replacement and enhancement of our personal protective equipment (PPE) cleaning systems.
- b. Upon conclusion of a review of our existing equipment, we have determined our existing gear extractor at Central Station is nearing the end of its useful life cycle and neither Central Station nor the Leonard A. Smith Memorial Fire Station are equipped with PPE dryers. Our Robinson Road station does not have a PPE cleaning system and cannot accommodate that equipment without renovations to the station.
- c. This proposal will have an approximate value of \$35,000. This would be inclusive of the following equipment and associated installation costs;
 - i. 1 gear extractor
 - ii. 2 PPE dryers
- d. This program does require a 10% match. We would request to utilize \$3,500 from the Fire Equipment Capital Reserve Fund to meet our obligation.

The proposal this evening is simply for permission to apply for the grant. Prior to accepting the grant if awarded, the Board of Selectmen would have the opportunity to hold a public hearing and decide whether we want to accept the funds.

Motion:

- 1. To authorize the Fire Chief to apply for the FY22 Assistance to Firefighters Grant.**

Agenda
1-24-23



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



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

8K

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: January 18, 2023

Re: Warrant Article 15 – Readopt Optional Veterans’ Tax Credit

Warrant Article 16 – Readopt All Veteran’s Tax Credit

The NH Department of Revenue Administration (DRA) has advised that two (2) warrant articles are needed to readopt the Optional Veterans’ Tax Credit and the All Veterans’ Tax Credit. The Town Warrant had the two (2) articles combined, but DRA is requiring that the articles be separate. I have attached the wording for the two (2) articles that DRA is recommending. I am recommending that the Board of Selectmen vote to recommend both of the articles so that our Veterans’ tax credits remain at \$600. Should the Board vote to forward the warrant articles to the warrant as recommended, the following motions are appropriate:

Motion: To move Warrant Article 15, Readopt the Optional Veterans’ Credit to the warrant as recommended.

Motion: To move Warrant Article 16, Readopt the All Veterans’ Tax Credit to the warrant as recommended.

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

Warrant Article 15

Readopt Optional Veterans' Tax Credit

Shall the Town of Hudson readopt the OPTIONAL VETERANS' TAX CREDIT in accordance with RSA 72:28, II, for an annual tax credit on residential property of \$600? (Majority vote required)

Recommended by the Board of Selectmen

Warrant Article 16
Readopt All Veterans' Tax Credit

Shall the Town of Hudson readopt the ALL VETERANS' TAX CREDIT in accordance with RSA 72:28-b, for an annual tax credit on residential property which shall be equal to the same amount as the standard or optional veterans' tax credit voted by the Town of Hudson under RSA 72:28? (Majority vote required)

Recommended by the Board of Selectmen

Agenda
1-24-23



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



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

8L

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: January 18, 2023

Re: Fiscal Year 2024 Town Warrant and Warrant Article Speaker Designation

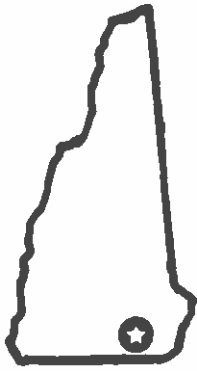
Attached please find a proposed Warrant Article Speaker Designation list for the February 4, 2023 Deliberative Session for the Board's consideration. The proposed speaker list follows the current liaison assignments. The Board of Selectmen may approve the Warrant Article Speaker Designation by consensus as they have done in past years.

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

**Town of Hudson
Warrant Article Speaker Designation
Fiscal Year 2024 Warrant**

<u>Article #</u>	<u>Description</u>	<u>Speaker</u>
4	General Fund Operating Budget	Budget Committee Chair Trost
5	Sewer Fund Operating Budget	Guessferd
6	Water Fund Operating Budget	McGrath
7	Hudson Police, Fire & Town Supervisors Assn Contract	Guessferd
8	Hudson Public Works Union Contract	Morin
9	Police Safety Equipment CRF Funding	McGrath
10	Property Revaluation CRF Funding	McGrath
11	VacCon Truck Replacement CRF Funding	Guessferd
12	Fire Apparatus Refurbish/Repair CRF Funding	Roy
13	Generator Replacement and Repair CRF Funding	Roy
14	Benson Park Renovation CRF Funding	Morin
15	Readopt Optional Veteran's Tax Credits	Roy
16	Readopt All Veteran's Tax Credits	Roy
17	Discontinue Combined Town Clerk/Tax Collector	Morin
18	Establish a Public Safety Services Revolving Fund	McGrath
19	Appoint Conservation Commission as Agents to Expend	Morin
20	Adopt Hudson Community Power Plan	Roy/Putnam
21	Amend Town Code 317-34 (By Petition)	Petitioner
22	Hire One Police Officer (By Petition)	Petitioner
23	Abolish Hudson Budget Committee	Petitioner

Agenda
1-24-23



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



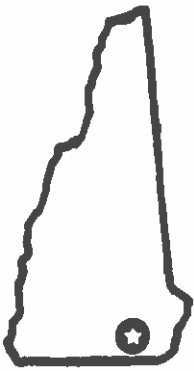
Stephen A. Malizia, Town Administrator - smalizia@hudsonnh.gov - Tel: 603-886-6024 Fax: 603-598-6481

8M

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: January 19, 2023
Re: Sewer Allocation – Hillwood Project

Chairperson Roy has requested that an item be placed on the Board of Selectmen's January 24, 2023 agenda to discuss the sewer allocation for the Hillwood project at the Green Meadow golf course property.

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



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

Agenda
1-24-23



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

8N

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: January 19, 2023
Re: Application for Payment from Capital Reserve Funds

Attached please find an Application for Payment from Capital Reserve Funds. The application is for reimbursement for expenses incurred for the recent Town wide revaluation. The reimbursement request is in the amount of \$24,975.00 and is coming from the Future Property Revaluation Capital Reserve Fund that was established for this purpose.

1. Assessing	Future Property Revaluation CRF	\$ 24,975.00
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The Trustees of Trust Funds have requested that the Board approve the disbursements from capital reserve funds. The Board of Selectmen are the agents to expend for this capital reserve fund and there are sufficient funds in the capital reserve fund to make this disbursement. Should the Board of Selectmen vote to approve this disbursement, the following motion is appropriate:

Motion: To approve the disbursement from the Future Property Revaluation Capital Reserve Fund in the amount of \$24,975.00.

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



TOWN OF HUDSON

Trustees of Trust Funds

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Assessing
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 1-4-23 ~~12-12-22~~ Date payment required: ASAP

Printed name of person submitting request: Jim Michaud

Title of person submitting request: Chief Assessor

Deliver payment to: Assessing - 5410

Signature of person submitting request: J. Michaud

Signature of Finance Director: J. Labrie

Submitted pursuant to:

- Action as agent to expend.
- Warrant article approved at town/school district annual or special meeting.
- This request is for only a portion of the amount authorized by the article
- This request is for the total amount authorized by the article in question or represents the final payment in a series.

Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$24,975
 (Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: 5410-450

Date and warrant article number which authorizes this request: 3/11/08 - #15

Or
 Date and minutes of meeting by boards and trustees authorizing withdrawal: _____
 (Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.




George E. Sansoucy, PE, LLC

Engineers & Appraisers
Town of Hudson, NH
Board of Selectmen
12 School Street
Hudson, NH 03051

INVOICE NO: 0025862-IN
DATE: Dec 30, 2022

CONTACT:

Page 1 of 1

For Professional Services Rendered:		Amount
2022 Revaluation		
5% Retainage of \$1,305.00 Withheld from Total Invoice		
TOTAL AMOUNT DUE:		\$24,795.00

George E. Sansoucy, PE, LLC
148 Main Street, Lancaster, NH 03584 Tel 603.788.4000 gsansoucy@sansoucy.com
7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel 603.431.7636 Fax 603.431.7115 mail@sansoucy.com
101 Gulliver Street, Fountain Inn, SC 29644 Tel 864.408.7988 msansoucy@sansoucy.com
Remittance Address 86 Reed Road, Lancaster, NH 03584

FY22



PURCHASE ORDER

(Pending Posting Process)

PO No: **ASR21060**

Date: 6/09/2021

Dept. Of: Revaluation of Property

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment: **FY22 GOODS AND/OR SERVICES
CANNOT BE RECEIVED OR PAID
PRIOR TO 7/1/21**

TO:

Sansoucy PE LLC, George E.
89 Reed Road
Lancaster, NH 03584-3322

Contact:

Vendor ID: S00303

1099 Eligible: Yes

BILL TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH
12 School Street
Hudson, NH 03051-4249

Attention:

Requested By: jmichaud

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
--	2022 TX Public Utility Valuation Contract	1.0000	26,100.0000	26,100.00
	Debit Account No: 01-4152-6040-000-000			
				Desc: Future Property Revaluations
			Total	26,100.00

Department Head

Finance Director

Town Administrator

Chairman, Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen

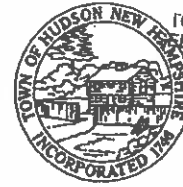


TOWN OF HUDSON
Finance Department

Agenda
6-8-21

RECEIVED

JUN 02 2021



TOWN OF HUDSON
SELECTMEN'S OFFICE

8B

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

To: Board of Selectmen
Steve Malizia, Town Administrator

From: Lisa Labrie, Finance Director *LL*

Date: June 1, 2021

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

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

Recommendation:

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

Funding:

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

Information:

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

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

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

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

Cc: Jim Michaud, Chief Assessor



Selectman Roy made a motion, seconded by Selectman Gagnon to waive the bid process and award the 2022 Public Utility Revaluation contract to George E. Sansoucy, P.E., LLC in the sum of \$26,000 for year one (1) as recommended by the Chief Assessor. Carried 4-0.

Selectman Roy made a motion seconded by Selectman Gagnon to authorize the expenditure of \$26,100 from the Capital Reserve Fund for Future Property Revaluation. The Town will not accept service or make payment prior to July 1, 2021 for this contract. Carried 4-0.

Assessing
Cc: Finance

AGREEMENT

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

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

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Client: Town of Hudson

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

1.1.2 Contracting Official: Board of Selectmen

1.1.3 Authorized Contact: Board of Selectmen

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

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

Remittance address: 86 Reed Road, Lancaster, NH 03584

2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

2.1 Scope of Work:

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

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

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

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

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

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

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

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

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

2.1.1 Scope of the Work Products

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

2.1.2 Services to be Provided by the Town:

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

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

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

2.2 Completion of Work:

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

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

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

2.3 Personnel:

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

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

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

2.4 Public Relations:

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

2.5 Confidentiality:

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

2.6 Compensation and Terms:

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

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

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

attached rate sheet.

3. INSURANCE

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

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

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

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

4. ASSIGNMENT

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

5. AMENDMENTS


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

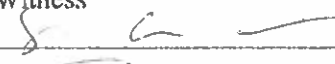
Date: June 8, 2021

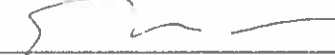
In witness thereof, the Town of Hudson has caused these presents to be signed by its Board of Selectmen, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC has caused the same to be signed by his lawfully authorized representative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


In the presence of:

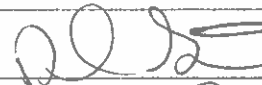
Town of Hudson, New Hampshire




Witness




by: 

by: 

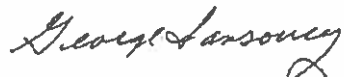
by: 
_____ Board of Selectmen

In the presence of:

George E. Sansoucy, P.E., LLC

Linda Thomas

Witness


by: _____
George E. Sansoucy, P.E.
Certified General Appraiser – #NHCG-774



George E. Sansoucy, PE, LLC

2020

ENGINEERING AND APPRAISAL RATE SCHEDULE*

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

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

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

Rev. 9/10/2019



George E. Sansoucy, PE, LLC
Engineers & Appraisers

June 9, 2021

Lindsey M. Stepp, Commissioner
NH DRA
P.O. Box 487
Concord, NH 03302-0487

RE: Town of Hudson, NH – 2022-2026

Dear Commissioner Stepp:

In accordance with RSA 21-J:11 (2) "Appraisal of Property for Ad Valorem Tax Purposes", please be advised that George E. Sansoucy, P.E., LLC has received the executed agreement to provide valuation, consulting services for the Town of Hudson. I am a Certified General Appraiser (NHCG-774) and will be responsible for the services rendered under this Agreement. A copy of our executed agreement is enclosed.

Please feel free to contact me if you have any questions.

Very truly yours,

GEORGE E. SANSOUCY, P.E., LLC

A handwritten signature in cursive script that reads "George E. Sansoucy".

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

GES/lt

Enclosure

CC: Town of Hudson

George E. Sansoucy, PE, LLC
148 Main Street, Lancaster, NH 03584 Tel: 603.788.4000 gsansoucy@sansoucy.com
7 Greenleaf Woods Dr., Unit 102 Portsmouth, NH 03801 Tel: 603.431.7636 mail@sansoucy.com
101 Gulliver Street, Fountain Inn, SC 29644 Tel: 864.408.7988
Remittance Address 86 Reed Road., Lancaster, NH 03584