



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

March 7, 2023

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
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) Disabled Exemption Application: map 203, lot 131, 7 Cottonwood Drive
 - 2) Elderly Exemptions: map 136, lot 006, 5 York Road; map 152, lot 032, 29 Copeland Drive; map 175, lot 080, 11 Burnham Road
 - 3) Current Use Lien Release: map 143-001-000-84 Barretts Hill Road
 - 4) Current Use Lien Releases: map 237-032-001-16 Ashlyn Drive; map 237-032-002-20 Ashlyn Drive; map 231-054-003-30 Ashlyn Drive; map 231-054-002-36 Ashlyn Drive; map 231-054-001-40 Ashlyn Drive; map 231-054-000-37 Ashlyn Drive; map 237-054-000-25 Ashlyn Drive; map 237-032-003-21 Ashlyn Drive
 - B. Licenses & Permits & Policies - none
 - C. Donations - none
 - D. Acceptance of Minutes
 - F. Calendar

3/07	7:00	Board of Selectmen - BOS Meeting Room
3/08	7:00	Planning Board - Buxton Meeting Room
3/09	7:00	Zoning Board of Adjustment - Buxton Meeting Room
3/13	7:00	Conservation Commission - Buxton Meeting Room
3/14		Town Election - Polls are open 7:00am-8:00pm

3/15	6:00	Library Trustees - Hills Memorial Library
3/16	3:00	Trustees of the Trust Funds - Buxton Meeting Room
3/17	7:00	Benson Park Committee - HCTV Meeting Room
3/21	7:00	Municipal Utility Committee - BOS Meeting Room
3/22	7:00	Planning Board - Buxton Meeting Room
3/23	7:00	Zoning Board of Adjustment - Buxton Meeting Room
3/27	7:00	Sustainability Committee - Buxton Meeting Room
3/28	7:00	Board of Selectmen - BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on February 14, 2023

1) Selectman Guessferd made a motion, seconded by Selectman McGrath to authorize the Fire Chief to enter into an MOU with the PFFH with regard to offering an incentive day off for a referral from an employee in a covered position within the PFFH that leads to hiring, and to further allow for an additional day off to the same employee when the referred newly hired employee completes their probationary period. This MOU would be retroactive to include any member hired by a referral as of January 1, 2023. Carried 4-0.

2) Selectman McGrath made a motion, seconded by Selectman Guessferd to promote Firefighter/Paramedic Craig Benner to the position of Lieutenant/Paramedic, a non-exempt position, in accordance with the International Association of Firefighters Local #3153, Step 1, with an hourly rate of \$31.30 as recommended by the Fire Chief. Carried 4-0.

3) Selectman McGrath made a motion, seconded by Selectman Guessferd to increase Fire Chief Scott Tice's salary to \$127,847 per year, effective February 28, 2023. Carried 4-0.

4) Selectman McGrath made a motion to adjourn at 9:34pm. This was seconded by Selectman Morin. Carried 4-0.

B. Board of Selectmen Bylaw Review - Selectmen Guessferd - Decision

8. NEW BUSINESS

A. DPW - Request to Advertise for Truck Driver/Laborer - DPW - Decision

B. Public Hearing - Acceptance of the FY21 Assistance to Firefighters Grant - HFD - Decision

C. Resignation of Firefighter/Paramedic & Request to Advertise - HFD - Decision

D. Hudson Police Department Roof - HPD - Decision

E. Nashua Region Electricity Supply Aggregation - Town Administrator - Decision

F. Proposal for Legal Services 2023-2024

9. BOARD LIASON REPORTS
10. REMARKS BY TOWN ADMINISTRATOR
11. REMARKS BY SCHOOL BOARD
12. OTHER BUSINESS/REMARKS BY THE SELECTMEN
13. NONPUBLIC SESSION none scheduled
*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, March 23, 2023.



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



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

6A-1

RECEIVED

MAR 02 2023

DATE: March 7, 2023
TOWN OF HUDSON
SELECTMENS OFFICE

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor 

RE: Disabled Exemption Application

7 Cottonwood Dr. – map 203/ lot 131

I recommend the Board of Selectmen sign the PA-29 form granting a Disabled Exemption to the property owner listed below. The resident has provided the proper documentation to show they qualify for this exemption.

Edward Martel - 7 Cottonwood Dr. – map 203/ lot 131

MOTION: Motion to grant a Disabled Exemption to the property owner referenced in the above request.



TOWN OF HUDSON
Office of the Assessor



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

www.hudsonnh.gov

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RECEIVED

DATE: March 7, 2023 **MAR 02 2023**

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor

TOWN OF HUDSON
SELECTMENS OFFICE

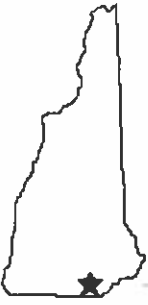
RE: Elderly Exemptions:

5 York Rd. – map 136/ lot 006
29 Copeland Dr. – map 152/ lot 032
11 Burnham Rd. – map 175/ lot 080

I recommend the Board of Selectmen sign the PA-29 forms granting Elderly Exemptions to the property owners listed below. The residents have provided the proper documentation to show they qualify for this exemption.

Thomas and Jeanne Brown - 5 York Rd. – map 136/ lot 006
Sameer and Latifa Hussin - 29 Copeland Dr. – map 152/ lot 032
Carlton White - 11 Burnham Rd. – map 175/ lot 080

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

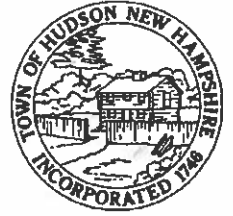


TOWN OF HUDSON

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email: jmichaud@hudsonnh.gov

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6A-3

MEMORANDUM

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor 

DATE: March 7, 2023

RE: Current Use Lien Release
Map 143-011-000 84 Barretts Hill Road

RECEIVED

MAR 02 2023

TOWN OF HUDSON
SELECTMENS OFFICE

The attached Current Use Lien Release for the above referenced site is for the BOS's review and consideration. The land to come out of current use is 4.88 AC out of a 5.88 AC site, 1 AC is already not in current use. The disqualifying event is the purchase of the property on 1/18/2023 resulting in a lot less than 10 acres in size and not contiguous to open space land under identical ownership. This portion of the property, the 4.88 AC excess land on a 5.88AC site, with 1 AC +/- of wetlands with setbacks on it, has an assessed value of \$29,300 which, when equalized by the median assessment ratio in accordance with RSA 79-A:7 III, equates to a value of \$31,104, times 10% land use change tax percentage, would equal a land use change tax bill of; \$3,110.00.

DRAFT MOTION

**Motion to approve the attached Current Use Penalty Lien Release for;
Map 143 Lot 011 Sublot 000- 84 Barretts Hill Road, as recommended by the
Assessing Department.**

CurrUseLienRelease84BarrettsHillRdMarch2023BOSmemo



TOWN OF HUDSON

Office of the Assessor



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

www.hudsonnh.gov

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6A-4


MEMORANDUM

RECEIVED

MAR 02 2023

TOWN OF HUDSON
SELECTMENS OFFICE

TO: Board of Selectmen
Steve Malizia, Town Administrator

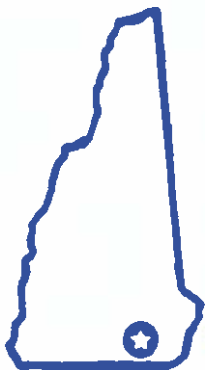
FROM: Jim Michaud, Chief Assessor 

DATE: March 8, 2023

RE: Current Use Lien Releases
Map 237-032-001– 16 Ashlyn Dr
Map 237-032-002– 20 Ashlyn Dr
Map 231-054-003– 30 Ashlyn Dr
Map 231-054-002– 36 Ashlyn Dr
Map 231-054-001– 40 Ashlyn Dr
Map 231-054-000– 37 Ashlyn Dr
Map 231-054-004– 25 Ashlyn Dr
Map 237-032-003– 21 Ashlyn Dr

The attached Current Use Lien Releases are for the above referenced sites and are for the BOS's review and consideration. The land to come out of current use is the entire subdivision, on a lot by lot basis. The property at Tax Map 231 Lot 054 Sublot 000 – 37 Ashlyn - just has the .183 AC of excess land coming out of current use as that 1.183 AC lot previously had 1 AC that was not in current use, as that was the site of the former house on the site. The disqualifying event is the construction of homes in the subdivision. The values arrived at are from both residential vacant land sales reviewed from 2020 forward as well as the land values from the most recent revaluation in 2022.

Motion to approve the attached Current Use Penalty Lien Releases for; Map 237-032-001– 16 Ashlyn Dr.; Map 237-032-002– 20 Ashlyn Dr.; Map 231-054-003– 30 Ashlyn Dr.;Map 231-054-002– 36 Ashlyn Dr.;Map 231-054-001– 40 Ashlyn Dr.;Map 231-054-000– 37 Ashlyn Dr.; Map 231-054-004– 25 Ashlyn Dr. and Map 237-032-003– 21 Ashlyn Dr., as recommended by the Assessing Department.



TOWN OF HUDSON

Public Works

RECEIVED

FEB 28 2023


TOWN OF HUDSON
SELECTMENS OFFICE



2 Constitution Drive Hudson, New Hampshire 03051 603/886-6018 Fax 603/594-1143

8A

To: Board of Selectman

From: Jess Forrence, Public Works Director 

Date: February 28, 2023

Re: Request to advertise for a truck driver labor.

I am requesting permission to advertise for a truck driver labor due to a resignation. Public Works will advertise in the Nashua Telegraph, Manchester Union Leader, NHMA, PW.net and the town's website and Facebook pages. This position is in the Local #1801 AFSCME Union with a starting pay of \$ 21.34 per hour. I would like to continue to advertise until the position is full.

cc: Steve Malizia



TOWN OF HUDSON

Highway Department

2 Constitution Drive Hudson, New Hampshire 03051 603:886-6118 Fax 603:594-2143



TOWN OF HUDSON PUBLIC WORKS

TRUCK DRIVER/LABORER POSITION

Strong candidates will be considered based on their experience if they have the ability to obtain a CDL B license within 6 months of hire. Preferred candidate will possess CDL B at time of application. Paving, landscaping, construction or vehicle maintenance experience beneficial. This position offers fulltime year round employment, 4 day work week, overtime, health and dental insurance, life insurance, earned time off, New Hampshire retirement system, stand-by pay, bereavement leave and more in accordance with the collective bargaining agreement. Starting salary is \$21.34 per hour.

Applications may be obtained online at www.hudsonnh.gov.

Town of Hudson
Public Works
2 Constitution Drive
Hudson, NH 03051

Applications must be received by March 21, 2023

The Town of Hudson is an equal opportunity employer.

**TOWN OF HUDSON
PUBLIC WORKS DEPARTMENT**

TRUCK DRIVER/LABOR

JOB SUMMARY

Performs semi-skilled and skilled operation of heavy-duty trucks and/or light duty motor equipment on a full time or predominant basis; performs general laboring functions incidental to operation of assigned equipment.

SUPERVISION RECEIVED

Works under the direct supervision of a superior who assigns specific work to be performed; work may be performed independently following an established routine; work is reviewed while in progress and/or completion and results obtained.

SUPERVISION EXERCISED

Not applicable.

EXAMPLES OF DUTIES

(Any one position may not include all of the duties listed, nor do the listed examples include all duties, which may be found in positions of this class.)

1. Operates a truck in support of crews carrying out maintenance and repair work on streets, water lines and sewer lines; hauls asphalt, gravel, pipe, tools, and similar materials; transports personnel and materials to and from work sites; picks up materials and supplies.
2. Operates small motorized equipment in various construction maintenance work environments; performs minor maintenance of equipment.
3. Operates on an emergency and seasonal basis, trucks and equipment for winter snow removal and other seasonal clean-up operations.
4. Performs routine laboring duties when not operating equipment or incidental to the operation of assigned equipment.

Performs all other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

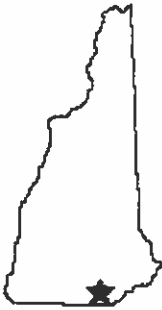
Some knowledge of the operating characteristics of light to heavy-duty automotive and related equipment; some knowledge of the maintenance requirements of assigned equipment; knowledge of the work hazards and applicable safety precautions associated with assigned equipment and operations; ability to perform strenuous physical work; ability to understand and follow simple oral and written instructions; ability to work with other employees.

MINIMUM QUALIFICATIONS REQUIRED

High school diploma or equivalent and two years experience in operating heavy-duty trucks and/or light duty motor driven equipment; possession of a valid New Hampshire Commercial Driver's License (CDL) is required.

PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS

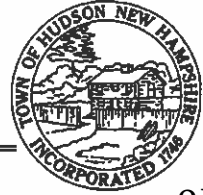
Frequent physical effort demanded in lifting and carrying, performing work in the out-of-doors in varying weather conditions with exposure to dirt, dust, grease, garbage, refuse, and other disagreeable materials that may be trucked; exposure also to minor injuries such as cuts and bruises.



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



8B

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

RECEIVED

FEB 23 2023

TOWN OF HUDSON
SELECTMENS OFFICE

Scott J. Tice
Chief of Department

TO: Kara Roy
Chairperson, Board of Selectmen

FR: Scott Tice
Fire Chief *ST*

DT: February 22, 2023

RE: March 7, 2023 BOS Public Agenda - Acceptance of FY21 AFG Grant

In December of 2021, the Hudson Fire Department submitted a formal application for the 2021 Assistance to Firefighters Grant Program (AFG) for funding to support the purchase of replacement portable radios and associated equipment.

On February 22, 2023, we were notified by Senator Shaheen's office that our grant application has been approved for award. Tonight we are asking you to officially accept this grant award so we can move forward with FEMA to secure the funding.

The funding opportunity has been approved in the amount of \$179,012.73. This program does require a 10% match. We would utilize \$17,901.27 from the Communications Capital Reserve Fund to meet our obligation.

Our existing portable radios date back to 2004 and are outside the life cycle for this type of safety equipment. These portable radios are in constant use daily, with failures on a monthly basis. Replacement of these radios will allow us to move forward to meet required industry standards, our operational demands, while most importantly being able to improve the safety of our personnel.

I would like to thank the members of the Hudson Fire Department who participated in this project.

Thank you for your continued support.

Motion:

To authorize the Fire Chief to accept the FY2021 Assistance to Firefighters Grant in the amount of \$179,012.73 as recommended by the Fire Chief.

PUBLIC NOTICE PURSUANT TO RSA 31:95-B AND IN ACC

PUBLIC NOTICE Pursuant to RSA 31:95-b and in accordance with Article 36 of the March 12, 1994 Town Meeting, the Hudson Board of Selectmen shall hold a public hearing in conjunction with its regularly scheduled meeting on Tuesday, March 7, 2023 which starts at 7:00 p.m. and is held in the Selectmen's Meeting Room at Town Hall, 12 School Street, Hudson, NH, to accept the FY2021 Assistance to Firefighters Grant in the amount of \$179,012.73 from the Assistance to Firefighters Grant Program (AFG). Any Hudson, NH resident who wishes to speak on this matter is invited to attend. -Stephen Malizia, Town Administrator

Appeared in: ***The Union Leader*** on Monday, 02/27/2023

[Back](#)



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



RECEIVED

FEB 28 2023


TOWN OF HUDSON
SELECTMENS OFFICE

Scott J. Tice
Chief of Department

8C

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

TO: Kara Roy
Chairperson, Board of Selectmen

FR: Scott J. Tice 
Fire Chief

DT: February 27, 2023

RE: March 7, 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 email from Firefighter/Paramedic Cameron Covert effective March 15, 2023.

Firefighter Covert joined the department in April 2018. We thank him for his service over the past 5 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 all the best as he continues his career with Nashua Fire Rescue.

Motion #1:

To accept the letter of resignation from Firefighter/Paramedic Cameron Covert effective March 15, 2023 with the Board's thanks and appreciation.

Motion #2:

To authorize the Fire Chief to advertise the Firefighter position.

Chief Tice,

Please accept this letter as notification of my resignation from the position of Firefighter with the Town of Hudson; effective March 15, 2023. As I continue in my career, I will always be grateful for the opportunities allotted to me through my employment at Hudson Fire, and the great relationships I have formed throughout the years. I absolutely believe Hudson Fire is a great place to work and I think there is a lot of potential within this department.

If there is anything I can do to help with my transition as well as obtaining my earned time recruitment, please don't hesitate to reach out to me.

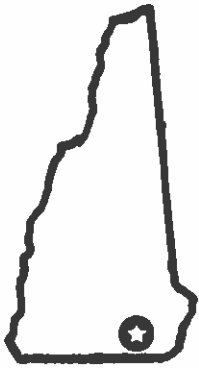
Sincerely,

Cam Covert, Firefighter / Paramedic

2/24/2023



Agenda
3-7-23



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

8D

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: February 24, 2023

Re: Nashua Region Electricity Supply Aggregation

Attached please find a packet of information from the Nashua Regional Planning Commission (NRPC) regarding the Nashua Region Electricity Supply Aggregation program. The program is an aggregation of 17 towns and school districts in the Nashua area formed for the purpose of procuring electricity from a competitive supplier. The Town of Hudson has been a participant in this program since 2012 and has saved hundreds of thousands of dollars on the supply portion of our electric bills. The Town of Hudson's current electricity supply contract will expire in November 2023. NRPC is offering the Town the opportunity to participate in the successor program. As the Nashua Region Electricity Supply Aggregation will be going out to bid in the next few months, the NRPC has asked that interested participants return their signed Memorandum of Understanding by March 10, 2023. Included in the packet of information for the Board's review is a copy of the Memorandum of Understanding, a Project History fact sheet, and a Frequently Asked Questions document. Based on the Town's savings from this program, I recommend that the Town continue to participate in the Nashua Region Electricity Supply Aggregation. Should the Board agree with my recommendation, the following motion is appropriate:

Motion: To authorize the Town Administrator to sign the Memorandum of Understanding between the Town of Hudson and NRPC in order to participate in the Nashua Region Electricity Supply Aggregation program.

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

**Memorandum of Understanding
between the
Nashua Regional Planning Commission
and the
Town/School District of _____**

THIS MEMORANDUM OF UNDERSTANDING entered into this _____ day of _____, 2023 ("Effective Date"), by and between the Town/School District of _____ (hereinafter referred to as "Contracting Entity") and Nashua Regional Planning Commission (hereinafter referred to as "NRPC").

WHEREAS, many of the municipalities and school districts in the Nashua Region are seeking ways to reduce their budgets and operating costs;

WHEREAS, switching to a competitive electricity supplier can result in reduced electricity rates and a decrease in operating costs for municipalities and school districts;

WHEREAS, the NRPC desires to assist municipalities and school districts in the Nashua Region to obtain the most competitive pricing and contract terms for electricity supply;

WHEREAS, the NRPC is a registered aggregator with the NH Public Utilities Commission and has successfully administered an electricity purchasing aggregation for municipalities and school districts in the Nashua Region since 2012;

NOW, THEREFORE, NRPC has developed a process for aggregating electricity loads throughout the Nashua Region and competitively bidding on the supply of electricity for the aggregation, based upon the expressed interests and needs of our member communities and their school districts.

1.0 Scope of Performance by Nashua Regional Planning Commission

Specifically, the NRPC shall perform the following tasks on behalf of the Contracting Entity:

1.1 RFP Development and Issuance

NRPC will work with Standard Power of America to develop and issue a Request for Proposals (RFP) to seek qualified and experienced firms to supply electricity for all members of the aggregation. The RFP will be issued to all competitive electricity suppliers registered with the NH Public Utilities Commission.

The following tasks are anticipated:

Task 1 - NRPC works with Standard Power of America to summarize electricity account data for all contracting entities signing this MOU.

Task 2 - NRPC works with Standard Power of America to develop an RFP for electricity supply.

Task 3 - NRPC works with Standard Power of America to issue the RFP to all competitive electricity suppliers registered with the NH Public Utilities Commission.

Task 4 - NRPC answers questions and provides additional account information as requested by bidders.

1.2 Supplier Selection and Contract Negotiation

NRPC will work with Standard Power of America to evaluate bids and make a recommendation to contracting entities about the most competitive bidder. NRPC and Standard Power of America will serve as liaisons for contract negotiations between the winning bidder and Contracting Entities. NRPC

will coordinate the legal review of the standard contract and the negotiated contract from the selected bidder.

The following tasks are anticipated:

Task 5 - NRPC coordinates contract negotiations between the winning bidder and contracting entities.

Task 6 - NRPC coordinates the legal review of contracts with a selected attorney.

Task 7 - NRPC requests updated pricing from the winning bidder and assists contracting entities in executing their contracts.

1.3 New Supplier Transition

NRPC will assist all contracting entities that execute a contract with the winning bidder selected through this aggregation process in the transition to that new electricity supplier. The following task is anticipated:

Task 8 - NRPC assists contracting entities that have executed a new contract with the winning bidder through this aggregation with any customer service issues that arise with the new supplier.

1.4 Limitations

This Agreement does not authorize NRPC to enter into any supply agreement on behalf of the Contracting Entity. Any supply agreement shall be between the Contracting Entity and a supplier. The Contracting Entity has sole discretion to determine whether to execute a contract with an electricity supplier.

The Contracting Entity understands and acknowledges that NRPC is not a generator, transmitter, or distributor of energy and that NRPC assumes no responsibility under this Agreement or otherwise for the provision of energy or energy services or the performance of the terms of any contract entered between the Contracting Entity and any supplier or distributor of energy.

2.0 Scope of Performance by Contracting Entities

Specifically, the Contracting Entity shall perform the following tasks:

Task 1 - upon signing this MOU, assign a contact person within the Contracting Entity to work directly with NRPC and Standard Power of America on the following tasks.

Task 2 - confirm electricity account accuracy at the outset of the data collection process and again prior to executing the electricity supply contract.

Task 3 - provide NRPC and Standard Power of America with a recent copy of electricity bills for all accounts to be included

Task 4 - provide NRPC and Standard Power of America with the necessary utility authorization forms which provide access to historical electricity account data.

Task 5 - terminate or transition present electricity supply contract to the new vendor at the end of the current contract period according to the details of the contract.

Task 6 - thoroughly document any customer service issues arising from the competitive electricity supplier selected through this aggregation and report them to NRPC or Standard Power of America in a timely manner.

3.0 Aggregation Governing Rules

3.1 Exclusive Agreement

NRPC will be the exclusive agent for all electricity accounts serving the Contracting Entity's facilities. The Contracting Entity grants NRPC the exclusive right to solicit electricity supply pricing and bids on behalf of the Contracting Entity. The Contracting Entity will refer any utility suppliers, brokers, or aggregators who may solicit the Contracting Entity to NRPC in its capacity as the Contracting Entity's exclusive consultant for such matters.

If the Contracting Entity is currently entered into a signed agreement giving a supplier, broker, or aggregator the exclusive right to provide the Contracting Entity with electricity pricing and/or access its billing data, that agreement must be rescinded prior to signing this Agreement.

3.2 Costs

Standard Power of America's fee for the Services shall be \$0.001/kWh (the "Fee") and shall be included in the cost for energy that the NRPC's members pay to the energy supplier or utility, as applicable. The budget covers consultant costs for Standard Power of America and the legal review of contracts by a selected attorney. Standard Power of America may also help in the data collection of bills and utility forms, as needed. Standard Power of America will also enroll the NRPC's members into a hydroelectric group net-metering agreement, providing additional energy cost savings of \$0.005/kWh.

4.0 Term

The Term of this Agreement shall begin on the Effective Date and shall remain in effect for the term of the Contracting Entities agreement with the selected contracted supplier. Either party may terminate this agreement in writing, at any time by giving thirty (30) days' written notice. However, if the Contracting Entity terminates this Agreement, it remains responsible for its financial obligations outlined in Section 3.2.

5.0 Termination

This Agreement may be terminated by the parties hereto under the following circumstances:

- a. The mutual written agreement of the parties;
- b. Automatically by the petition by one of the parties for bankruptcy or reorganization under bankruptcy laws or any assignment for the benefit of creditors;
- c. By one party if the other party commits a material breach or is in default of the provisions hereof, which material breaches and events of default shall include: (i) failure to perform agreed upon services or work, (ii) failure to pay promptly any amounts which may be owed by one party to the other.
- d. As provided for in Section 4.

Upon a material breach or default of the provisions as provided herein, the injured party may give written notice to the party in breach or default of intent to terminate this Agreement, specifying the breach or default, and if the breach or default is not cured within thirty (30) days after giving such notice, then the injured party may terminate this Agreement forthwith by written notice to such effect to the breaching or defaulting party.

Upon the termination of this Agreement, the parties shall continue to be obligated to divide and pay all commissions and fees accrued to the date mutually agreed by the parties even though it may be later than the date of termination in accordance with the terms of this Agreement.

6.0 Assignment

This Agreement, and the rights and obligations of the parties hereunder, may not be assigned to any other party, without the express prior written agreement of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

7.0 Entire Agreement

This Agreement represents the entire agreement of the parties hereto, and all previous agreements, whether oral or written, are expressly superseded hereby and merged herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the effective date first above written.

TOWN/SCHOOL DISTRICT OF _____

NASHUA REGIONAL PLANNING COMMISSION

By: _____
Authorized Representative

By: _____
Jay Minkarah, Executive Director

Date: _____

Date: _____

Please return the signed MOU to:
Kate Lafond, Finance Director
Via email at katel@nashuarpc.org

NASHUA REGION ELECTRICITY SUPPLY AGGREGATION

The goal of the Nashua Region Electricity Supply Aggregation is to purchase electricity as a group from a competitive supplier at a lower rate than each member could receive on its own. By purchasing as an aggregation, municipalities and school districts can offer electricity suppliers a larger demand than if they each tried to purchase electricity individually. The larger demand, in turn, allows suppliers to offer a better rate to the aggregation than it could to individual members.

The Nashua Regional Planning Commission serves as an aggregator to facilitate a bid process among competitive electricity suppliers licensed with the NH Public Utilities Commission. Each aggregation member signs their own contract with the supplier for a fixed electricity supply rate. Rates and contracts are identical for each member within a given electric distribution territory.

In 2011, NRPC utilized funding from the Energy Technical Assistance and Planning (ETAP) program to work with 9 towns and 6 school districts to form an aggregation to procure electricity from a competitive supplier. Since that time, the aggregation has completed the following contract rounds:

2012 Bid Process

Contract period - 12-month contract, February 2012-January 2013
Approximate savings for aggregation members = \$420,185 (27% savings vs utility)

2013 Contract Renewal

Contract period - 12-month contract, February 2013-January 2014
Approximate savings for aggregation members = \$276,049 (21% savings vs utility)

2014 Bid Process

Contract period - 9-month contract, February 2013-November 2014
Approximate savings for aggregation members = \$197,259 (23% savings vs utility)

2015 Contract Renewal

Contract period - 8-month contract, March 2015-November 2015
Approximate savings for aggregation members = \$221,627 (28% savings vs utility)

2016 Contract Renewal

Contract period - 12-month contract, November 2015-October 2016
Approximate savings for aggregation members = \$242,402 (21% savings vs utility)

2017 Bid Process

Contract period - 12-month contract, November 2016-October 2017
Approximate savings for aggregation members = \$251,409 (40% savings vs utility)

2018 Contract Renewal

Contract period - 12-month contract, November 2017-October 2018
Approximate savings for aggregation members = \$154,320 (27% savings vs utility)

2019 Bid Process

Contract period - 36-month contract, November 2018-October 2021
Approximate savings for aggregation members = \$165,399 (28% savings vs utility)

2022 Bid Process

Contract period - 8-month contract, March 2022-November 2022
Approximate savings for aggregation members = \$206,996 (32% savings vs utility)

2023 Contract Renewal

Contract period - 12-month contract, December 2022-November 2023
Approximate savings for aggregation members = \$TBD

2024 Bid Process

Contract period - TBD
Approximate savings for aggregation members = \$TBD

Total Aggregation Savings

(2012-2022)

\$2,135,646

Total Savings by Participant

Amherst = \$131,596

Brookline = \$55,699

Hollis = \$88,179

Hudson = \$668,501

Litchfield = \$81,939

Lyndeborough = \$17,356

Mason = \$8,499

Mason Schools = \$34,799

Milford = \$302,282

Milford Schools = \$280,156

Mont Vernon = \$23,503

Pelham = \$55,751

Pelham/Windham Schools = \$65,307

SAU 41 = \$77,144

Wilton = \$45,714

Wilton-Lyndeborough Schools = \$49,702

Windham Schools = \$146,721

*For more information, please contact
Kate Lafond, Finance Director
katel@nashuarpc.org.*



Nashua Region Electricity Supply Aggregation

Frequently Asked Questions

USING A COMPETITIVE SUPPLIER

Q—If I switch electricity suppliers, will my service be affected?

A—No. By law, the utility is not allowed to provide different care levels to customers that have chosen an alternate supplier. You will continue to receive the same level of electricity delivery, emergency response, and meter reading from your current utility. Your utility will not change, just the supplier of your electricity.

Q—How do I know if a competitive supplier is legitimate?

A—The New Hampshire Public Utilities Commission (PUC) maintains a list of Licensed Competitive Power Suppliers. The Nashua Regional Planning Commission will only request proposals from licensed suppliers. Bidders will also be required to demonstrate their history of providing a reliable electricity supply to municipal customers.

Q—Will I see a change to my electricity billing?

A—No, you will not see a change in your billing. Each municipality and school district will continue to be billed through its current distributor and will receive a single bill for supply and distribution charges.

Q—Will I need to make capital or other investments in order to change suppliers?

A—No, this is entirely a paper transaction.

JOINING THE AGGREGATION

Q—Why should I participate in the Nashua Region Electricity Supply Aggregation?

A—The goal of the Nashua Region Electricity Supply Aggregation is to purchase electricity as a group from a competitive supplier at a lower rate than each member could receive on its own. By purchasing as an aggregation, municipalities and school districts can offer electricity suppliers a larger demand than if they each tried to purchase electricity individually. The larger demand, in turn, allows suppliers to offer a better rate to the aggregation than it could to individual members. The aggregation also makes it possible for members to share the costs of documenting load data, organizing an RFP process, selecting a supplier, conducting negotiations, and managing energy contracts.

Q—Is there a cost to participate?

A—Yes. The cost will be included in the energy pricing.

Q—Can school districts participate or is it just limited to municipal buildings?

A—Yes, school districts can participate.

BID PROCESS

Q—How will the winning bidder be selected?

A—The NRPC will issue a Request for Proposals (RFP) for electricity supply that includes accounts from all of the municipalities and school districts that have signed MOUs. The aggregation's consultant, Standard Power of America, will provide the expertise to interpret the results and advise the aggregation. Bidders will submit pricing and qualifications packages, which will be used to select up to two bidders for further evaluation. The primary method of evaluation will be price, followed closely by the bidders' contract terms and prior experience serving municipalities. Some bidders may take exception to certain portions of the RFP; those will be evaluated on a case-by-case basis. The process is completely transparent - bid results and due diligence research is available to all aggregation members.

PRICING

Q—Will the price municipalities and school districts pay for electricity change during the contract period?

A—No. The price will be fixed during the contract period.

Nashua Region Electricity Supply Aggregation

Frequently Asked Questions

Q—What will the electricity rate be?

A—Until proposals are received, it is unknown what the electricity rate will be. Our energy advisor Standard Power will also be enrolling the group in hydroelectric net metering which will further reduce the energy price by around .005 kWh.

Q—Is it possible that the aggregation could end up paying a higher electricity rate than the default utility?

A—No. While it is possible to go through the bid process and not get a lower price than the default utility rate, the aggregation members would simply exercise their right to reject all proposals and choose not to pursue the project.

Q—Will each member of the aggregation receive the same pricing?

A—Yes. Rates and contracts will be identical for each member within a given electric distribution territory.

CONTRACTS

Q—How long would the electricity purchase contract last?

A—The exact terms will be determined by the aggregation members and depend on the outlook of the energy market.

Q—Will each member of the aggregation sign its own contract with the supplier?

A—Yes. Each aggregation member will sign their own contract with the supplier for a fixed electricity supply rate. Contracts will be identical for each member within a given electric distribution territory.

Q—Who signs the electricity supply contract on behalf of the municipality or school district?

A—Most often this is signed by a person who has had this authority delegated to them, such as the Town Administrator.

Q—What does an electricity supply contract consist of?

A—Most suppliers have a 2-part contract. The first part contains the general terms and conditions. It does not have pricing and is less time-sensitive than the pricing addendum. The second piece is the pricing addendum, which needs to be executed on the same day it is generated.

MOU & COMMITMENT TO THE AGGREGATION

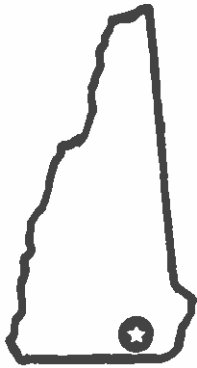
Q— I'm currently working with a broker. Can I still participate in the aggregation?

A—If you have signed an agreement giving a supplier, broker, or aggregator the exclusive right to provide you with electricity pricing and/or access your billing data, that agreement would have to be rescinded in order for you to participate in this aggregation.

Q—Why do I need to sign a MOU that contains an exclusive agreement clause?

A—Each participating municipality and school district must agree to an exclusivity clause for two reasons. First, committing to the Aggregation assures bidders that the total annual electricity load for the group will not change from what is included in the RFP. This allows them to provide the group with the most competitive pricing possible. Second, if a member drops out of the aggregation and thereby reduces the overall load, it invalidates the quoted pricing and likely raises prices for the remaining members.

Agenda
3-7-23



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

8E

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: March 1, 2023
Re: Proposal for Legal Services 2023-2024

Attached please find correspondence from Town Attorney David Lefevre offering to continue to serve as general legal counsel for the Town of Hudson for Fiscal Year 2024 (July 1, 2023 to June 30, 2024) for the current rate of \$145.00 per hour. Attorney Lefevre has served as the Town's general counsel for the past eight (8) years and has not raised his hourly rate in the eight years he has been the Town's general counsel. The Board also has the option of going out to bid for general legal services should the Board choose to do so. Should the Board of Selectmen vote to renew Attorney Lefevre's contract for legal services, the following motion is appropriate:

Motion: To enter into a contract for legal services with the law firm of Tarbell & Brodich, PA for the period of July 1, 2023 through June 30, 2024 for the terms as specified in the Proposal for Legal Services 2023-2024 letter as prepared by Attorney David Lefevre.

Should the Board of Selectmen vote to go out to bid for legal services, the following motion is appropriate:

Motion: To authorize the Town Administrator to request proposals to provide legal services for the Town of Hudson for fiscal year 2024 (July 1, 2023 through June 30, 2024).

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



February 22, 2023

Board of Selectmen
Town of Hudson
12 School Street
Hudson, NH 03051

RE: Proposal for Legal Services 2023-2024

Dear Chair and Members of the Board of Selectmen:

Please accept this letter as my proposal to continue to serve as general legal counsel for the Town of Hudson.

My office will continue to provide legal services to the Town at the present reduced rate of \$145.00 per hour, which is the same rate for all attorneys, will not vary between litigation and non-litigation services, and will not be increased after a certain number of hours. Non-attorney paralegal time will also be charged at the current reduced rate of \$60.00 per hour. As always, no retainer is requested. Fees for legal services will continue to be billed in increments of 1/10 of an hour and invoiced on a monthly basis.

Routine overhead and expenses will not be billed to the Town. Out-of-pocket expenses such as filing fees, sheriff's service fees, registry recording fees, etc., will be billed to the Town and itemized separately on the monthly invoices, as would other non-typical costs such as excessive postage or copying charges.

This proposal would be in effect for a period of one (1) year following the date of acceptance.

I would like to convey to the Selectmen my thanks for being given the opportunity to work for the Town, and I hope to continue to represent the Town in the future.

Sincerely,

TARBELL & BRODICH, P.A.

A handwritten signature in black ink, appearing to read 'David E. LeFevre', written over a white background.

By: David E. LeFevre, Esq.
e-mail: dlefevre@tarbellpa.com