



# 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

June 13, 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 - none
6. CONSENT ITEMS
  - A. Assessing Items
    - 1) Elderly Exemption Re-qualification: map 168, lot 041, 5 Jackson Dr.
    - 2) 2022 Property Tax Abatement Application: map 216, lot 9, 8 Executive Dr.
    - 3) 2022 Property Tax Abatement Application: map 218, lot 17, 83 Wason Rd.
    - 4) Religious Exemption Application: map 105, lot 7, 321 Derry Rd.
      - 5) Institutional Exemptions: Charitable Exemption Requests - Kiwanis Club of Hudson, map 190, lot 015; The PLUS Company, map 242, lot 058; Area Agency Properties, Inc. map 106, lot 006, and map 190, lot 085; Goodwill of Northern New England, map 222, lot 041-001; Southern New Hampshire Medical Center, map 109, lot 10, Exempt by Statute, Hudson Grange #11, map 168, lot 122, Religious Exemptions; Hudson Congregation of Jehovah's Witnesses, map 140, lot 047; Roman Catholic Bishop of Manchester, map 166, lot 001 St. Patrick's Church, map 166, lot 017, St. Casimir's Church and Cemetery; Sisters of the Presentation of Mary, map 210, lot 010; United Pentecostal Church/Parsonage, map 156, lot 035; First Baptist Church of Hudson, map 176, lot 34.
  - 6) Exemption Application Certified Disabled Veteran: map 133, lot 57, 4 Pinewood Rd.
  - 7) Release of Current Use: 65 Central St.
- B. Water/Sewer Items - none



C. Licenses & Permits & Policies

- 1) Second Hand Dealer/Pawnbroker License - Recore Trading Company, LLC
- 2) Hawker Peddler License - Nathaniel Cook

D. Donations - none

E. Acceptance of Minutes

- 1) Minutes of May 23, 2023

F. Calendar

06/14	7:00	Planning Board	Buxton Meeting Room
06/14	7:00	Code of Ethics	BOS Meeting Room
06/15	7:00	Benson Park Committee	HCTV Meeting Room
06/19	7:00	Sustainability Committee	Buxton Meeting Room
06/20	7:00	Municipal Utility Committee	BOS Meeting Room
06/21	6:00	Library Trustees	Hills Memorial Library
06/21	7:00	HEAC	Rodgers Memorial Library
06/22	7:00	Zoning Board of Adjustment	Buxton Meeting Room
06/27	7:00	Planning Board	Buxton Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on May 23, 2023

- 1.) Selectman Morin made a motion, seconded by Selectman Guessferd to rescind the employment offer to Nicholas Avellani for the position of Firefighter/EMT in the Fire Department, which was approved by the Board of Selectmen on January 10, 2023. Carried 4-0.
- 2) Selectman Dumont made a motion, seconded by Selectman Guessferd to rescind the employment offer to Scott Levasseur for the position of Firefighter/EMT in the Fire Department, which was approved by the Board of Selectmen on May 9, 2023. Carried 4-0.
- 3) Selectman Morin made a motion, seconded by Selectman Guessferd to promote Sergeant Derek Lloyd to Lieutenant at \$94,126.00 in accordance with the Hudson Police, Fire and Town Supervisors Association contract (step 4). This elevation in rank will be effective on Monday, June 5, 2023. Carried 4-0.
- 4) Selectman Dumont made a motion, seconded by Selectman Guessferd to appoint Jason Twardosky as the Director of Public Works, effective May 28, 2023 with a starting salary of \$119,080. Carried 4-0.
- 5) Selectman Morin made a motion to adjourn at 10:32p.m. This was seconded by Selectman Guessferd. Carried 4-0.



8. **NEW BUSINESS**

- A. Contract Award - Catch Basin Cleaning- Engineering - Decision
- B. Contract Award - Marsh Road Pump Station Design & Construction Services - Engineering - Decision
- C. Contract Award - Construction Services -Lowell Road CMAQ Project - Decision
- D. Contract Award - Construction Oversight - Lowell Road CMAQ Project - Decision
- E. Contract Award - Design Services - Lowell Road CMAQ Project - Decision
- F. South Water Tank Discussion - Engineering - Decision
- G. Hudson Electric Aggregation Plan - HEAC - Update
- H. Resignation of Firefighter - Fire Dept. - Decision
- I. Request to Purchase Two Administration Vehicles - Fire Dept. - Decision
- J. Police Detail Cruiser Rate Increase - Police Dept. - Decision
- K. Building Board of Proposed Application Fee - Town Administrator - Decision
- L. Earned Time Conversion - Town Administrator - Decision
- M. Application for Payment from Capital Reserve Funds - Town Administrator - Decision
- N. May 2023 Revenues & Expenditures - Town Administrator - Discussion

9. **SELECTMEN LIASON REPORTS/OTHER REMARKS**

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **REMARKS BY SCHOOL BOARD**

12. **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. **(b)** The hiring of any person as a public employee. **(d)** Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

*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, June 22, 2023.

6A1 Agoda 6-13-23



**TOWN OF HUDSON**  
Office of the Assessor




Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)

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

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: June 13, 2023

FROM: Jim Michaud, Chief Assessor 

RE: Elderly Exemption Re-qualification:

5 Jackson Dr. – map 168/ lot 041

**RECEIVED**

JUN 07 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

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

Lucille Boucher – 5 Jackson Dr. – map 168/ lot 041

***MOTION: Motion to grant an Elderly Exemption to the property owner referenced in the above request.***

6A2 Agenda 6-13-23



# TOWN OF HUDSON

Office of the Assessor



Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)

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To: Board of Selectmen  
Steve Malizia, Town Administrator

June 13, 2023

From: Jim Michaud, Chief Assessor

**RECEIVED**

Re: 2022 Property Tax Abatement Application  
Map 216 Lot 9 – 8 Executive Drive

JUN 07 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve and sign the attached abatement form for the above referenced industrial property. The Town assessed the property for the 2022 property tax year at \$7,238,800; the Town's assessment ratio for 2022 is 94.2% and the ratio'd market value from the assessment above is \$7,684,501.

The property consists of a 6.759 AC site located at 8 Executive Drive, an industrial building on site with approx.. 54,458 SQ/FT. The property owners tax rep has filed an abatement application indicating a market value estimate of \$5,370,000 with a pro forma income approach to value for support.

This abatement application was reviewed with the Vision revaluation project manager given the variance between the assessed value and the taxpayer opinion of market value. We reached out to the tax rep with a series of interrogatories/production of documents request and received substantive answers and documents back. The materials were reviewed with a Vision and a recommended adjustment to the assessed value to \$6,500,000 is recommended, an implied market value of \$6,900,221, within 9% of the original estimate. The property owner has agreed to settle to this number, and not appeal further to the BTLA/Superior Court, as long as that number remains as is until the next revaluation, barring any good faith adjustments under RSA 75:8 (construction, destruction ect), and conditional on our assessment ratio not dipping below 85%. The contractor recommends an adjusted value of \$1,515,600 for the site for the above reasons.

The department recommends an adjustment from \$7,238,800 down to \$6,500,000 for the 2022 property tax year.

**Draft Motion: To adjust the assessment on Map 216 Lot 9, 8 Executive Drive, from \$7,238,800 to \$6,500,000 as per attached abatement form as provided by the Assessing Department.**

6A3 Azuda 6-13-23



# TOWN OF HUDSON

Office of the Assessor




Jim Michaud  
Chief Assessor, CAE  
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To: Board of Selectmen  
Steve Malizia, Town Administrator

June 13, 2023

From: Jim Michaud, Chief Assessor 

**RECEIVED**

Re: 2022 Property Tax Abatement Application  
Map 218 Lot 17 – 83 Wason Road

JUN 07 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve and sign the attached abatement form for the above referenced single-family property. The Town assessed the property for the 2022 property tax year at \$451,000 the Town's assessment ratio for 2022 is 94.2% and the ratio'd market value from the assessment above is \$478,769.

The property consists of a one-family, converted New Englander-style, property at 83 Wason Road, built circa 1846 +/- originally as a barn, on a 3.995 AC site, with approx. 1,608 (revised) SF of living area. The applicant and their tax rep have submitted an opinion of value of \$385,000 and submitted some sales they deemed comparable, and analysis thereof was not presented.

The department was allowed to conduct an interior and exterior review of the property (the 1<sup>st</sup> allowed since 2007) in following up on the application and the areas of the property record card adjusted are; building square footage adjusted/lowered; adjustment to land value for topo issues; condition lowered from "Good" to "average/fair" and some functional obsolescence items associated with its conversion barn status.

The department recommends, after the above is taken into account, an adjustment from \$451,000 down to \$401,300 for the 2022 property tax year.

**Draft Motion: To adjust the assessment on Map 218 Lot 17, 83 Wason Drive from \$451,000 to \$401,300 as per attached abatement form as provided by the Assessing Department.**



6A4 Agenda 6-13-23



# TOWN OF HUDSON

Office of the Assessor

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## MEMORANDUM

To: Board of Selectmen  
Steve Malizia, Town Administrator

From: Jim Michaud, Chief Assessor

Re: Religious Exemption Application  
321 Derry Road -Map 105 Lot 7

June 13, 2023

**RECEIVED**

JUN 07 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

The Assessing Department recommends that the BOS Chairman sign the attached letter informing Lighthouse Baptist Church of the Board's (pending) decision to deny their request for a religious exemption. The property suffered internal water damage twice (February and December) during the 2022 calendar year, the property has not been used as a church (at minimum) due to those occurrences, however repairs are still not being made, and the property was not being used as a church for as of April 1 2023. Further, they have been actively marketing to sell the property prior to, and continuing since, April 1 2023, demonstrating active intent to not use it as a church prior to and going forward. There have been multiple discussions with the church's pastor in this regard, they reportedly have the property under a purchase and sales agreement for reuse. A denial of their exemption request will result in a property tax bill for the property.

### **Motion:**

*To deny a 2023 religious exemption for a property located at 321 Derry Road, Map 105 Lot 7, owned by Faith Baptist Church of Nashua, as recommended by the Chief Assessor.*

6 A 5 Agenda C-13



# TOWN OF HUDSON

Office of the Assessor

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TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: June 13, 2023

**RECEIVED**

FROM: Jim Michaud, Chief Assessor

JUN 17 2023

RE: Institutional Exemptions

TOWN OF HUDSON  
SELECTMENS OFFICE

I have reviewed and qualified the following applications for Charitable and Religious Exemptions, and Exemptions by Specific Statutes. The process this year was much more involved due to prior memo on contemporary BTLA cases involving institutional exemptions, and documents and review that NH municipalities should be requesting and keeping on file. The Town has sixteen owners of these kinds of exempt properties, representing twenty-three separate map/lots; of those sixteen all had timely filed their required BTLA A9 & A12 forms, as applicable. There have been eleven properties that have complied with our additional requests for information, those eleven are on this memo. We have sent out additional inquiry to the remaining five that have not been submitted.

Charitable Exemption Requests – RSA 72:23 V:

- Kiwanis Club of Hudson, Inc. – map 190/ lot 015
- The PLUS Company – map 242/ lot 058
- Area Agency Properties, Inc. – map 106/ lot 006 and map 190/ lot 085
- Goodwill of Northern New England – map 222/ lot 041-001
- Southern New Hampshire Medical Center – map 109 lot 10

Exempt by Specific Statute – RSA 72:23 (H)

- Hudson Grange #11 – map 168/ lot 122

Religious Exemption Requests – RSA 72:23 III:

- Hudson Congregation of Jehovah’s Witnesses – map 140/ lot 047
- Roman Catholic Bishop of Manchester
  - ◆ Map 166/ lot 001 – St. Patrick’s Cemetery



◆ Map 166/ lot 017 – St. Casimir’s Church and Cemetery  
Sisters of the Presentation of Mary Map 210/ lot 010  
United Pentecostal Church/Parsonage Map 156/ lot 035  
First Baptist Church of Hudson Map 176 Lot 34

Completed applications are available in the Assessor’s office for your review.

*MOTION:*

**Motion to grant the Institutional Exemptions listed to the property owners referenced in the above request.**

\_\_\_\_\_  
*Marilyn E. McGrath, Chairman*

\_\_\_\_\_  
*David S. Morin, Vice Chairman*

\_\_\_\_\_  
*Kara Roy*

\_\_\_\_\_  
*Robert Guessferd*

\_\_\_\_\_  
*Dillon Dumont*





# TOWN OF HUDSON

Office of the Assessor

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6A6 Agenda 6-13-23

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**RECEIVED**

JUN 07 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

DATE: June 13, 2023

## MEMORANDUM

TO: Board of Selectmen  
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor 

RE: Exemption Application – RSA 72:36-a – Certain Disabled Veterans  
4 Pinewood Road – Tax Map 133 Lot 57

The Assessing Department has received an application for a property and its owner to be granted a 100% property tax exemption under the requirements of RSA 72:36-a – Certain Disabled Veterans (attached with administrative rule). The department has reviewed the requirements to receive this exemption, we have also viewed the specially adapted property in person, as well we have conferred with Town legal counsel. The department recommends that the BOS grant this exemption as the property owner and property qualify for each of the statutory requirements;

1. Honorable discharge from military service;
2. Owns a specially adapted homestead, acquired with the assistance of the VA;
3. Is 100 percent permanently and totally disabled as prescribed in 38 C.F.R. 3.340, total and permanent total ratings and unemployability;
4. Has furnished proof of such service connection disability

**Draft Motion: To grant a 100% tax exemption under the requirements of RSA 72:36-a – Certain Disabled Veteran - to property located at 4 Pinewood Road, Tax Map 133 Lot 57 as recommended by the Assessing Department.**



**TOWN OF HUDSON**  
Office of the Assessor

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6A7  
Ayl  
6-13-23

**RECEIVED**

JUN 07 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

**MEMORANDUM**

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: June 13, 2023

FROM: Jim Michaud, Chief Assessor

RE: Release of Current Use – 65 Central Street

The owners of 65 Central Street have a real estate closing coming up on their Planning Board approved subdivision, Frenette Gardens. The title report for the subject property finds a Current Use recording at Book 2716 Page 686 at the Hillsborough County Registry of Deeds (HCRD) on August 31, 1979. The property was very briefly in the current use program, as it was likely placed into current use in error as the Subject site was less than 10 acres in our records at the time. The property owner's attorney has suggested a recordable release from the Town be obtained in order to provide clean title. The attached release of Current Use was reviewed with approval by the seller's legal counsel, Attorney Foy, and reviewed as well with Attorney Lefevre, this is very similar to a discretionary easement release for similar issue circa November 10, 2022. Should the Board of Selectmen vote to sign the Release of Current Use, the following motion is appropriate;

***Motion: To sign the Release of Current Use granted by Irene Frenette to the Town of Hudson, dated August 31, 1979, as recorded at HCRD Book 2716 Page 686.***

If the BOS have any questions in regards to this please advise.





Town of Hudson  
Release of Current Use

The Town of Hudson, a New Hampshire municipal corporation with a business address of 12 School Street, Hudson, New Hampshire, by and through its Board of Selectmen, hereby releases from open space (current use) land classification under RSA 79-A, the land designated by Frenette, Irene 9A Map 47 Lot 89 #1298, referenced in the notice of Current Use Taxation dated August 31, 1979, and recorded at the Hillsborough County Registry of Deeds at Book 2716 Page 686.

No land use change tax or assessment is due or payable in connection with such land.

Dated: June 13, 2023

Town of Hudson  
By its Board of Selectmen

By: \_\_\_\_\_  
Marilyn E. McGrath, Chairman

By: \_\_\_\_\_  
David S. Morin, Vice Chairman

By: \_\_\_\_\_  
Kara Roy

By: \_\_\_\_\_  
Robert Guessferd

By: \_\_\_\_\_  
Dillon Dumont





Tad K. Dionne  
Chief of Police

# TOWN OF HUDSON

## Police Department

Partners with the Community

1 Constitution Drive, Hudson, New Hampshire 03051  
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 594-1162



Captain David A. Cayot  
Special Investigations Bureau

Captain Steven C. McElhinney  
Administrative Bureau

Captain Patrick M. Sullivan  
Operations Bureau

RECEIVED

JUN 07 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

To: The Board of Selectmen  
Steve Malizia, Town Administrator

From: Tad K. Dionne, Chief of Police *TD*

Date: 07 June 2023

Re: Second-Hand Dealer / Pawnbroker License

A renewal application for a Second-Hand Dealer/Pawnbroker License has been reviewed and a background check has been completed for Recore Trading Company LLC located at 4 Bridle Bridge Road.

The Police Department is recommending approval for licensing by the Board of Selectmen.

If you have any questions, please feel free to contact me.

Enclosure(s)



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

602 Agenda 6-15-23

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

RECEIVED

JUN 06 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

**APPLICATION FOR HAWKER/PEDDLER/INTERANT VENDOR'S LICENSE**


Hudson Town Code, Chapter 232

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

1. Applicant: Nathaniel Cook DOB: 01 / 16 / 91
2. Applicant's Address: 5 Fairway Dr. Derry NH
3. Email Address: nathanialdcook@gmail.com
4. Home Phone #: (208) 339-7165 Business Phone #: \_\_\_\_\_
5. Goods Sold in the Name of: Fox Pest Control
6. Address & Phone if different from self: 649 East Industrial Park Dr. STE 15 Manch
7. Type of Vending Operation/Merchandise to be sold: Pest control services
8. Description of Stand or Vehicle (include Make/Model): Silver Ford Fusion
9. License #: \_\_\_\_\_ Registration #: \_\_\_\_\_
10. Date(s) of Sales: 4/1/2023 - 12/31/2023
11. Proposed Location(s) of Sales (be specific): Door to Door
12. Approximate length of time at each Location: 8 Months

- 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.

Signature:  Date: 4 / 27 / 2023



OFFICE USE ONLY

**ZONING ADMINISTRATOR'S SECTION**

Location is consistent w/Zoning regulations:

- State License      Date of expiration: 04/27/2024
- Health License      Date of expiration:     /    /
- Owners Permission

Recommended

Not Recommended w/reasons: \_\_\_\_\_



Zoning Administrator

5/31/23

Date

Hillsborough County Registry of Deeds #: \_\_\_\_\_

    /    /      
Date

**POLICE DEPARTMENT SECTION**

Recommended

Not Recommended w/reasons: \_\_\_\_\_



Chief of Police

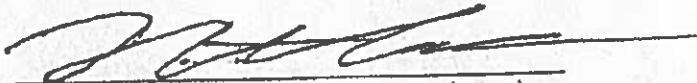
6/2/23

Date



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



  
(not valid unless signed by Applicant)

Date April 27, 2023

This certifies that in accordance with RSA Chapter 320

**Nathaniel Cook of 5 Fairway Dr. Apt#1, Derry, NH 03038**  
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 Nathaniel Cook to sell, throughout the state, any goods, wares  
and merchandise, the sale of which is not prohibited by the laws of this state on behalf of Fox Pest  
Control Services New Englan LLC.

Date of Birth 1/16/1991 Height 5'11" Weight 245

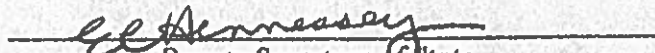
Color of Hair Bald Color of Eyes Blue

Distinguishing Characteristics none

License Number 2023/148

This License Expires April 27, 2024

Bond Expires: June 24, 2024

  
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/INTERANT VENDOR'S LICENSE**

Calendar Year 2023

Date: \_\_\_/\_\_\_/\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Goods: \_\_\_\_\_

Goods sold in the interest of: \_\_\_\_\_

Location of Sales: \_\_\_\_\_

Fee:

Day--\$5.00

Week--\$25.00

Year--\$100.00

Date(s) of Operation: \_\_\_\_\_

\_\_\_\_ Approved

\_\_\_\_ Disapproved by the Board of Selectmen on: \_\_\_/\_\_\_/\_\_\_

Reason for Disapproval: \_\_\_\_\_

\_\_\_\_\_



**PLEASE NOTE:** State Hawker/Peddler's license must be renewed by \_\_\_/\_\_\_/\_\_\_ and the State Food Service license must be renewed by \_\_\_/\_\_\_/\_\_\_ . Applicant must bring copies of the renewed licenses to the Selectmen's Office prior to their expiration. Failure to comply will render this license invalid.

\_\_\_\_\_  
Chairman, Hudson Board of Selectmen

\_\_\_/\_\_\_/\_\_\_  
Date

(This license must be retained and presented as evidence upon request.)

6 E 1

HUDSON, NH BOARD OF SELECTMEN

Minutes of the May 23, 2023 Meeting

1. CALL TO ORDER - by Chairman McGrath the meeting of May 23, 2023 at 7:00 p.m. in the Selectmen Meeting Room at Town Hall

2. PLEDGE OF ALLEGIANCE led by Selectman Guessferd

3. ATTENDANCE

Board of Selectmen: Dillon Dumont, Bob Guessferd, Marilyn McGrath, Dave Morin, Kara Roy

Staff/Others: Steve Malizia, Town Administrator; Scott Tice, Fire Chief; Tad Dionne, Police Chief; Steven McElhinney, Police Captain; Elvis Dhima, Town Engineer; Mimi Guessferd, Library Trustees Chair; Linda Pilla, Library Director; Donna Boucher, Library Trustee; Gary Gasdia, School Board Chairman; Jill Laffin Executive Assistant

4. PUBLIC INPUT - there was no public input this evening.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

Appointments

- 1) Nashua Regional Planning Commission - (2 member vacancies expiring 12/31/26, 12/31/23, 1 alternate member vacancy expiring 12/31/23.

Tim Malley - applicant

Selectman Guessferd made a motion, seconded by Selectman Morin to appoint Tim Malley as a member of the Nashua Regional Planning Commission with a term to expire 12/31/26. Carried 5-0.

- 2) Benson Park Committee - (1-member vacancy expiring 4/30/26, 2 alternate member vacancies expiring 4/30/24 and 4/30/25).

Mike Catanzaro - applicant

Selectman Morin made a motion, seconded by Selectman Guessferd to appoint Mike Catanzaro as a member of the Benson Park Committee with a term to expire 4/30/26. Carried 4-1. Selectman Roy opposed.

6. CONSENT ITEMS

Chairman McGrath asked, does anyone have anything they'd like removed for separate consideration? There were no items pulled for separate consideration. Selectman Morin made a motion, seconded by Selectman Guessferd to approve Consent Items A, C, D, E, & F. Carried 5-0.

A. Assessing Items

- 1) Elderly Exemption: map 165, lot 141, 224 Abbot Farm Ln.
- 2) Elderly Exemption Re-qualifications: map 203, lot 077, 16 Sycamore St.; map 198, lot 128, 11 Belknap Ter.
- 3) Disabled Exemption Re-qualification: map 198, lot 128, 11 Belknap Ter.
- 4) Solar Exemption: map 237, lot 038, 10 Brook Dr.
- 5) Timber Warrant: map 206, lot 001, sub 002, 134 Wason Rd.

B. Water/Sewer Items - none

C. Licenses & Permits & Policies

- 1) Raffle Permit - Saint Kathryn Parish
- 2) Night Trucking Permit - Brox Industries
- 3) Tag Day Permit - Knights of Columbus Council No. 5162

D. Donations

- 1) \$200 Donation from American Legion Post #48 for Police Comfort Dog Haven

E. Acceptance of Minutes

- 1) Minutes of May 09, 2023

F. Calendar

05/24	7:00	Planning Board	Buxton Meeting Room
05/25	7:00	Zoning Board of Adjustment	Buxton Meeting Room
05/25	7:00	Building Board of Appeals	BOS Meeting Room
05/29	-	Memorial Day - Town Offices Closed	-
06/01	7:00	Recreation Committee	BOS Meeting Room
06/07	8:30	Highway Safety Committee	BOS Meeting Room
06/07	7:00	Budget Committee	Buxton Meeting Room
06/12	7:00	Conservation Commission	Buxton Meeting Room
06/12	7:00	Cable Utility Committee	HCTV Meeting Room
06/13	7:00	Board of Selectmen	BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on May 09, 2023

- 1.) Selectman Morin made a motion, seconded by Selectman Guessferd to hire Kenneth Ballou, Gabriel Burgess-Labonte, Logan Falk, Scott Levasseur, Steven Lubinger, Colin Murphy, Devon Rodriguez and Earvin Wanjohi, for the position of Firefighter/EMT in the Fire Department at the contracted salary rate of \$17.78 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154 as recommended by the Fire Chief. Carried 5-0.
- 2) Selectman Morin made a motion, seconded by Selectman Guessferd to accept the resignation of Fire Dispatcher, Cody Buskey, effective May 13, 2023. Carried 5-0.

3) Selectman Roy made a motion, seconded by Selectman Guessferd to hire Christopher Sullivan for the position of Zoning Administrator at a starting salary of \$84,949 (step 1) per the Hudson Police, Fire and Town Supervisors Association contract. Carried 5-0.

4) Selectman Morin made a motion to adjourn at 8:29 p.m. This was seconded by Selectman Dumont. Carried 5-0

8. NEW BUSINESS

A. Contract Award for Engineering Services at Robinson Pond

Chairman McGrath recognized Town Planner Elvis Dhima. Mr. Dhima began by saying Thank you, Madam Chair. Good evening, everyone. First item for you tonight is the contract award for engineering services for pond sampling and evaluation solutions for Robinson Pond. This is our major watershed. This has to do with our MS4 permit. Basically, the intent here is to basically figure out what the next step is to improve the water quality of this water body, which will be getting credits for on our MS4 permit as well. The ARPA Committee and the Board of Selectmen identified this one of the projects to be funded by ARPA funds. So this is 100% funded by ARPA funds. We went out to bid. We followed the process that the Board has been requesting. And this particular case, we only got one bid. It just happens to be on budget. So we're good with that. But one bid. With that said, VRB has done work for us in the past. They currently do on our MS4 permit right now. This is their bread and butter. They're very familiar with the process and what needs to be done. I will take any questions you might have and I'm recommending moving forward with this one. That's it. I'll take any questions you might have.

Chairman McGrath said VRB has been doing business with Hudson for many years now. Mr. Dhima replied yep, they've been our consultant for water improvement projects, traffic related projects. So yeah, this is not the first project in town, that's for sure.

Selectman Morin was recognized and asked is this work being done this year to try to get that pond cleared up? Mr. Dhima replied, we are going to get to work soon after the Board approval. Yes, the idea is to figure out what we can do to improve it with projects that we can afford to do. So this will identify those needs and hopefully the next step is figure out the financing to actually execute those projects. We're going to focus around the Robinson Pond boat launch. That's something that we can all relate to. It's something that everyone will be able to see. So we're going to focus on that area. That's going to be our main focus. I don't want to, I don't want to focus on a culvert that no one is going to see and they're gonna say, would you spend the money on? We're going to we're going to try to be as visual as we can with this particular project. And that's going to be our main focus.

Selectman Morin then asked, and that encompasses the beach, correct? What you're talking about? Mr. Dhima replied, we're going to tackle the beach as well. I'm not ready to talk about what we're going to do about that one just yet. I think some of you already know what probably the answer will be in the long run. It's becoming something that needs a lot of resources and attention. And it's gonna, we're going to have to make a decision soon enough. Which way are we going to go there? The Board will be presented with some options. Some of them might not be very feasible, but I think we have to we have to deal with that at some point. So we'll see where it goes. The idea is basically if we, if we're keep in that area close for most of the year, then what's the point of spending the money trying to keep it open to begin with? So we'll deal with that at some point in the very near future. But that's something that's going to be looked at under this contract. Seeing no further questions from the Board, Selectman Guessferd made a motion, seconded by Selectman Morin to approve the contract for Engineering Services for Robinson Pond sampling and evaluation solutions to VHB Inc. for the amount not to exceed \$75,000. Costs are to be charged to APRA Account #7211. Carried 5-0.

B. Request for Approval of Corridor Funds - Pedestrian Push Buttons

Chairman McGrath recognized Town Planner Elvis Dhima. Mr. Dhima began by saying The next item for you tonight is a project that will be utilizing corridor funds impact fees that the Planning Board collects through different developers that come in for different projects in town. This particular one has to do with push buttons. There's a pilot program that we got access to being utilized by our consultants and our contractor. Particular intersection in town Library and Ferry's been having a performance issue with the push button. The old generation push buttons either get stuck or water gets into them or during the winter if the rain comes at a certain angle, it gets into it and it basically provides a wrong detection for a pedestrian where there isn't one there. So you'll be and I don't know if you have experienced this Selectman Morin, you probably have because you're the closest, but you'll be driving in and you'll be seeing this thing flashing for pedestrian when there's no pedestrians out there. So that was one of the, one of the criteria that we were kind of like, what can we do to do it better? Another thing is our detections right now, they blast 364 motion. The new ones are kind of focused on where the people need to be crossing. And the other piece about this new push button is that it's a pretty high tech and anyone that has limitations that can get the app and this device will recognize them as they approach and they'll get the button for them. And it's basically the next generation of push buttons. We're getting quite a bit of a discount as a pilot program. We want to try to put this on Library and Ferry and go from there to basically see if it performs well or not and then basically expand from there. This is 100% covered by impact fees. And with that said, the Planning Board did approve this and recommend this expenditure in front of you tonight to get your approval as well so we can execute this.

Selectman Dumont was recognized and said yeah, just one. I know you had brought up the app, but you don't have to have the app. That's just an option. Mr. Dhima replied, no, you don't have to. This is for someone that might be using it on a daily basis, for example. And they basically, instead of trying to look to where the button is, they don't have to worry about it. They'll get the location and I'll go from there. But yes, you do not need to have the app. You don't need to have a smartphone. You can use this manual if you need to. It's just an add on feature for someone that might use this on a regular basis. Yes. Selectman Dumont replied, thank you.

With no further questions or discussion, *Selectman Dumont made a motion, seconded by Selectman Guessferd to approve and proceed with the Pushbuttons and Acoustic devices at Library and Ferry Street Intersection using Corridor Account #2070000-086. Not to exceed \$8,072. Carried 5-0.*

C. Request for Approval of Corridor Funds - Flashing Strobe

Chairman McGrath again recognized Mr. Dhima who said The last item for you tonight from me would be corridor expenditure related to white strobe bars. Again, this will be at the same location in the Library and Ferry. As you probably know, there's been significant accidents out there. Most of it is from vehicles coming from the direction downhill going towards Nashua. There's been, this has been brought up multiple times at the Highway Safety Committee and while there's different ways of looking at it at different angles our big is our way of approaching this is maybe if we provide some visual, additional visual warning to people looking at the red light. This seems to be some indication as as you come downhill, you might be looking at the next set of lights, which is a Chase and Ferry versus the one at Library. So we think with this white strobe, which is going to be located within the red light, it's going to provide additional visual warning about a red light and hopefully helps prevent further accidents and improves the safety of that intersection. We have had some significant rollovers there. We have some significant, significant amount of accidents and we're hoping this will improve it. So based on the feedback we're getting, based on the requests we've been having about this, this is where we come up with it'll cost about \$1,300 hundred dollars, \$1,400. It's 100% covered by impact fees and Planning Board has approved it. And I'm here to ask you for final approval by the board and take any questions you may have.

Selectman Morin was recognized and said so this was brought forward by a resident, sent an email to me after one of the accidents and said, we have to do something about this before we hurt somebody really bad or kill somebody. And it was forwarded to the Safety Committee and they came up with it. There's just too many accidents there.

Selectman Dumont was recognized and asked Mr. Dhima, did you all look at you know, sometimes they'll do kind of I don't know if it's tiered, but they'll do rumble strips before a stop intersection. They'll do three sets of them. So that way you kind of get that feeling that, you know, that might be more expensive. Mr. Dhima replied, so usually the highway approach, right as you come into, you know, to check in, you know, for tollbooth, the rumble strips are a little different because they require maintenance and they usually take a toll on the on the not just the vehicles, but the noise. So if you have residential around you and you start having that, there's going to be a lot of that going around in the morning or at night. And there's some side effects to that as well. Selectman Dumont replied yeah, definitely more costly. I just didn't know if you guys have looked at it compared to this, because I just didn't know if the thought is that someone's missing that light, are they going to miss that strobe too? Mr. Dhima replied or I mean, maybe there could be the next thing at some point. I mean, I've never had a problem stopping in time. The main issue is if they're on the phone. I mean, we had someone that went so hard at it that they took out the cabinet, the traffic cabinet, \$50,000 worth of damage. I, you know, at 40 miles an hour, I you know, what are you doing? So I don't think we're going to eliminate everything, but I think it's worth looking into as the next phase. So we'll have to see how successful this is and then we'll go from there.

Selectman Roy then said but I know another community that used that at a similar intersection and it helped the strobe. Because you can see it from farther away, right? And you see it as a, as a different light than maybe the one behind it. Right? You know, it just looks different. So yeah. Mr. Dhima then said hopefully it's in line with, and I've noticed this lately with, with the new cars that they have the brake lights when they have that a little bit of a blinking going on versus a red light versus like a little bit of almost like a flash to it. I think you see it on the PD cruisers, but you're seeing like regular vehicles as well. And it just it gets your attention. So we're hoping that's the case. And if we're successful here, maybe we can expand to other intersections as well and try to make everything safer around town so we can have more traffic come through because we'll be safer. Just kidding. I'm kidding. I'm kidding.

Chairman McGrath then said that leads me to my question that I had, and that was about Sagamore Bridge and Lowell Road and whether or not that would be applicable at that location, because as you know and as the police chief knows, there's plenty of people just run the red light. They don't even slow down tractor trailer. I mean, I've witnessed so many trucks and one of these days someone is going to someone is going to get killed at that intersection. Mr. Dhima responded saying, that particular intersection is state in this section. We'll have to get there to do that, they do not have any objections to the blue light that we installed out there. We can definitely look at that. Yes, we can expand on both of these based on the feedback we're going to get and you know how intense it is. But yeah, these ones, you just put the new heads on the traffic total head there and there should be it. So we'll see how it goes. But yeah I we can definitely add that intersection too. Chairman McGrath then said that intersection in mind because that really is a it's very dangerous. And I mean I've seen really very near misses and. Yeah, either the person would be killed, the person that's getting hit, or they'd be seriously injured. So we we have to do something. The state should be doing something. And the other ones that are responsible for that mess, they are. I mean, they are the ones that demanded putting that in and and not taking care of it. And someone is going and we've got so much traffic there that funnels through that intersection and it's just a matter of time. It's and I'm not trying to cause bad, bad things to happen. But I'm telling you, I've witnessed it so often as I'm going through that intersection, whether I'm a passenger in the car or whether I was driving the car at the time. And and I've gotten plenty of complaints about it, too. Mr. Dhima said so and that could be the next one, depending on how this program goes. That could be the next one. If we see an improvement, why not? Chairman McGrath replied and and the beauty of this, too, is that cap fees are paying for it, correct? Not the not the residents of Hudson, not the taxpayers of Hudson. It's the cap fees that are responsible. So, I mean, that's a that's a blessing that we have. So. Okay, so talked about that, too. I think a motion has been made and seconded. Has it yet? Not yet. Okay.

Seeing no further questions *Selectmen Guessferd made a motion, seconded by Selectman Dumont.* Selectman Roy spoke up asking, can I just comment? Yeah, I just want to comment that I'm happy to see us starting to use impact fees and cap fees. I think it's been an underutilized resource for us for a while now. So I just wanted to comment on that. Chairman McGrath replied, I though they've been doing that pretty, pretty...Mr. Dhima then said, we have the main project we're working on right now. It's the CMAC project, the air quality project, then the additional lane on Lowell Road we've been working on that's basically been covered. Our 20% match is being covered by that, by the corridor funds. Corridor funds were used for Pelham and Lowell Road traffic light, obviously for the improvement of the traffic. But we, we haven't done it in a while. This is trying to get back on it again but Kimball Hill and 111 additional lane there that was done by cap fees but yeah we need to get back there is some funds that can be utilized. We're looking at ways to do that.

Chairman McGrath asked do you know how do you know how much is left in the account? Mr. Dhima replied top of my head, I don't know. There was a merger between the three zones to two zones now. I want to say different corridors have different money. I think the one that has the most right now, I think is 102. I think it has about \$400,000. The Town Administrator replied that's the one we're analyzing and we're really having to do a deep dive on that because we haven't had projects for that. The other ones we've got committed or we have the funds for them. But 102...Mr. Dhima interjected saying Lowell Road is the lowest. I know that much. Kimball is next has like \$102. Yeah Lowell Road is the one is low because that's been utilized for all the projects along Lowell Road tells you which corridor is getting the most love or attention. Chairman McGrath said, it's really the busiest. Selectman Roy then said well, unfortunately 102 tends to be one of the unsafest. I mean, it's just a matter of time before one of those kids gets gets hit or there's an accident that causes. Chairman McGrath replied no, I'm not, you know I'm familiar with Lowell Road and Sagamore Bridge because I'm in that end of town. I'm not up on 102, but I do know that 102 is very busy. Mr. Dhima replied we're trying to utilize the 102 corridor different means. The only challenge with the 102 is that most of the 102 is state regulated. So you need their green light to do things. But we're working on a couple of things right now. Brian is, the Town Planner, is looking at a couple of things. They're trying to do pedestrian related, so we'll see where it goes.

Selectman Guessferd said Old Derry's a... Mr. Dhima replied Old Derry can be challenging too. A cut through. Yeah, yeah, we'll see where it goes. But yeah, we're on it. At this point Chairman McGrath reiterated, we have a motion and a second. Seeing no additional comment, the Board voted. Selectman Guessferd made a motion, seconded by Selectman Dumont to approve and proceed with the white strobe bars purchase and installation at Library & Ferry Streets intersection, using Corridor Account #2070-000-086, not to exceed \$1,360. Carried 5-0.

#### D. Hills Library Building Maintenance

Library Director Linda Pilla and Library Trustee Donna Boucher came forward and introduced themselves. Ms. Boucher then said so we just wanted to discuss the management of the Hills Memorial Library. As you know, Hudson has a new library. In 2009, the Rogers Memorial Library, which the trustees, you know, are here to manage. And I do believe that I've listened to or read several times that the Trustees have been before the Select Board to discuss the future of the Hills Memorial Building. And at this time, I wanted to bring it back. I know that our board recently has had discussions, even with the SAU, about their, you know, their use of it, etcetera. But ultimately it's a town building and we are managing the library, the active library of Rogers Memorial Library. So I'd like to discuss how to turn that over the management to to the town.

Chairman McGrath asked did you, did you have any discussions with the School Board? Because they seem to utilize that building far more than the town does. Ms. Boucher replied, we did. We did. But ultimately, you know, we are we do pay for, you know, the upkeep of it. And we're really not the appropriate body to to manage the building. We don't really, we're not there. We're we're up the road.



Chairman McGrath asked but what did your discussions with the School Board yield? Ms. Boucher replied well, if they could maybe see, you know, a particular use for it, etcetera, and we did have that discussion, but we haven't come up with any particular plan. But, you know, like this has come up several times since 2007 when the money was talked about for creating a new library. Then we've you know, we've continued to take care of the building, etcetera. But it just doesn't seem appropriate that we're managing a library building as well as a you know, the library that is a working library. We don't own the building.

Chairman McGrath asked Steve do we use it? The Town Administrator replied, even less than they do. the thing is, the School probably uses it the most. And when they say town, that's a that's a big envelope. School Board Chairman Gary Gasdia then said, right. So we had a meeting about a year ago to look at different uses that that we could do. Because right now we use it for the School Board meeting. I think we've used it for AP testing one year and things like that. But where we struggle is it's not conducive to say put classrooms in or even put put office space in right at this point. So there really wasn't that we've come up with a a use that that would be and during that meeting we also came to not the conclusion but it's it's not our building either. So I think the first step would be, you know, one, even if we came up with an idea of to do what to do with it, it's still the town's building. So how does that translate? But as it stands right now, we use it as a meeting space. It's a great meeting space. I get that. But but any further use, we just we struggle to to be able to fit in there because of downstairs the ceilings are too low. It's not up to any of the codes that we would need to to be considered eligible to be a classroom.

Chairman McGrath asked do you have meetings there in the winter time? Mr. Gasdia replied, yeah, that's where we have our School Board meetings. But we're only even with that, we're utilizing just that one floor. Then HCTV is upstairs doing their thing, but the bottom floor is never accessed by us. Selectman Roy then said, yeah, I think, correct me if I'm wrong, but there's the Friends of the Library have their second hand books stored down there. And then does the town still store? The Town Administrator replied there might be some limited records that were needed to be under lock and key, but I think it's pretty limited. Might be some finance records.

Chairman McGrath asked has anybody ever looked at the the the will? The Town Administrator replied yeah, the attorneys have. Yeah, yeah it says library. And if you want to change that use, I believe you have to go to court. Our attorney's recommending you do something called Cypress or something. Selectman Roy replied yeah, yeah. The Town Administrator said, it's a process. Selectman Roy then said when at one turn in one discussion, when it was when that will and that deed was read, it's actually the name of the building that can't be changed. It has to be Hills Memorial Library, whether it's being used as a library or not. The problem we run into is there's a remainder man. So if we are no longer going to going to use it or we want to dispose of it, we have to find their heirs first and and it will go back to them first. The other issue that we would run into in trying to sort of dispose of that building is it is on both the United States Historical Register and the New Hampshire Historical Register. So it just makes the decisions about what we do with that building complicated right and difficult because it's not as easy as it's just an extra building in the inventory that we can we can sell or whatever. You know, it's a lot more complicated than that.

Ms. Boucher then said I just know that I have like for the library lot, I have a copy that I can give you. The last paragraph on the first page just talks about that the lands were given to the Town of Hudson for a site for a public library building with the understanding that such parts of the land as may not be needed for such library building or their proper surroundings may be used for sites for other public buildings or for public uses, as may be needed by said Town of Hudson for any proper purpose. Now I understand that that's just the lot itself. And like Kara was talking about, that it gets more complicated when you have a building put on it. But ultimately, I don't know why this hasn't happened up until now. It's just that, you know, we are library trustees for the active library and we feel that, you know, that that's a library building, but ultimately it's a town building.

Chairman McGrath asked so who's who's parking? Is that all of the School Department? Selectman Roy replied there's some fire. Some fire folks I see parking over there. So, yeah, occasionally you see a DPW truck, but not, not like regularly. The Town Administrator added its mostly it's mostly school. Mr. Gasdia then said well, that's also the parking lot that we just repaved.

Selectman Morin was recognized and said to the last paragraph you just read. I got to say the school is using it as that paragraph says. So we are using it per se. There's nothing that the Trustees and the library can think of in the future. I mean, right now we're where we're at, but in the future there's no an annex library or something related to the library that you guys could use that building for? Ms. Pilla said can I address that question? Okay, so you know me, Dave. I've been here this is my 10th year and we have gone through the hoops of trying to find good ways to make use of of the building. One of the most restrictive issues that we deal with is that anybody who wants to use the building has to come up with an insurance rider that allows them to use the building. And that's that puts a lot of people off from using it. So if you want to have a birthday party, a baby shower, first of all, there's absolutely no cooking facilities. There's nowhere to even heat up food in a microwave. There's no wash, there's no sinks, there's no there's no facilities to make use of it as a as a bona fide event room. Neither does the library have the funds to put those particular rooms in place in a room that's not on our budget. You know, it would be beyond the the ability of the library to really fund that kind of change. And in fact, at this point, the SAU is in charge of administering the people who put in requests to use the room, mostly because they're located right next to the building, and secondarily because they have one person who does it. So their their adherence to the rules is nice and strict, do you know what I mean? Whereas if you were talking to one person at the library, you might get one response and somebody else who doesn't know how it's supposed to be done might give a different response. It gets confusing for people. So all of the requests for use go through the SAU. Secondly, as far as a branch library goes, as lovely as it is, it's only I think it's less than two miles from from Hills Library to Rogers Library. It's not a location. Like if I was looking for a location, I'd want to get down to Marilyn's area because those are the folks who have a drive to get to the library. I feel like if we're going to do anything, that's the location we would want to to put a second branch. But that's that again, is not anything that's on our on our mind at this time.

Selectman Morin was recognized and said I know we've talked about this and there's other options out there that we have discussed, but we do have a space problem here. The Town Administrator asked so who would you move? Selectman Morin replied that's why I'm looking at you. The Town Administrator said that's the question. Nobody's decided who we're going to move. Because whoever you move, they still got to come back and forth between two buildings. Selectman Morin replied well with technology and stuff and computers. The Town Administrator replied oh, I mean, I'm not saying that, but I'm saying for the general public, when they say, Oh, yeah, you got to go back over there. Sorry. Oh, no, no, no. That's over there. Selectman Morin replied we had and that's why we moved all the fire people. The Town Administrator reiterated, that's why everybody's here. They're in one location. Selectman Morin then said you know; we are short on space because we had talked other options.

Ms. Boucher then said what about this space? Meeting space. You guys could meet over at the Hills Library and then this space could be turned into more office space. Selectman Morin replied good call. Good call. Selectman Roy asked, is the Fire Chief here, hey Chief, I have a question. Is the capacity of that building big? That that room, that meeting room? Is it bigger than this? Chief Tice replied it is. I can't give you exact number off the top. But just looking at the size of that. Mr. Gasdia added we hit it one time. Selectman Roy then said because that might be something we think about, right? Because we've had issues with having enough space for for the public to to participate. Right? So that might just be something we want to I don't know that we can we can talk in depth about it tonight, but but that is. Selectman Guessferd added it is a viable idea, I think. Selectman Roy replied yeah. You know. Ms. Pilla then said this was by way of a preliminary discussion. I think I think it's come up sort of informally, often enough. And I think it was just time to to to meet with you here and and have an official discussion. Chairman McGrath replied well, I think that's something that we can give thought to. The Town Administrator added yeah, because you have to think about budgeting for things. For example, you know, I'm assuming Mr. Gagnon maintains things for you physically. Ms. Pilla replied he does. That would be one of the things that I would be very happy for him to to be able to stop doing. The Town Administrator replied which would be great, but I have nobody to pick it up. Ms. Pilla replied you have nobody. Yes, I know. So, you know. The Town Administrator replied without budgeting something.

Ms. Pilla then said and to be and to be. Yeah. And to be perfectly honest with you, the sense of ownership that he has over that building, we might not be able to stop him from coming down there and cutting the grass because you just I'm on paper I'm his boss, but I'm not actually. (laughter among the room) The Town Administrator replied, but the bottom line is, you know, from a personnel perspective somebody needs to maintain it to its glory. Ms. Pilla replied it's a beautiful building and it requires snow blowing. It requires manpower and mulch. Those are the big and grass cutting. Selectman Roy then said I also think that we would should take the opportunity, if we're going to discuss that is, you know, updating some of the electronics, making it more, more 2023 I guess. You know, which again, I understand is a money thing. But if we're going to do it, I just don't think we should do it half ass, right? Like if, you know. Selectman Guessferd said it's not a band aid. Selectman Roy replied right. Selectman Morin said put a plan together, make sure the funding is there to do it right and do it right once. Selectman Roy replied, right.

Ms. Pilla then said the building is beautiful. It's amazing. And it's and it's been it's incredibly good shape given the length of time, for example, that the roof has been on, the roof is has been patched, but it's 100 years old. And it's amazing to think that that you could do that with with red clay tile for 100 years in New England. So that's the reason it's so good on the inside is because the outside of the building is just able has been maintained well. Chairman McGrath then said and for those that remember Lenny Smith and it's probably just a few of us in this room that do he wanted to modify that building and there was such a hue and cry over it because. Selectman Roy said how do you ruin a beautiful building like that? Chairman McGrath replied well, you know, he wanted to he wanted he was he was trying to he was trying to expand the library. To which Selectman Roy replied I get it. Chairman McGrath continued saying, you know, but. And that was the only place at the time. So, you know, he wanted to he wanted to make changes to it. And it just people were just aghast at the thought of making changes to that building because it's such a pretty building. Ms. Pilla replied it's a real landmark for Hudson. Selectman Roy added yeah every every picture you see, you know, there's two pictures, the Alvirne Chapel and the Hills Memorial Library. That's you know, that's what sort of defines Hudson you know?

Chairman McGrath then said I remember going there from, you know, when I was in school, elementary school, and got my first library card there and took out my first book about Abe Lincoln. I mean, that was I mean, that was what interested me at that. I mean, I was I was little. I wasn't very old. You know, I might have been, I don't know, maybe ten, maybe not. And, you know, so I have fond memories of that building. I haven't been there in a long time. But, you know, it's a beautiful building. And the thought of Lenny wanting to add put an addition on the back of it was just appalling, appalling to a lot of people.

Ms. Pilla responded saying I hear you. I do. So I think there are things that that could be done with the building. Unfortunately, we find ourselves not landlords exactly, but unfortunately not able to do the work that needs to be done. And and again, the Trustees by the by the the law are not allowed to own real estate. It belongs to the town. And and really, I think what they're looking to do is to is to right the wrong that was done in 2009 when it didn't just revert to the town immediately on the opening of the other library. Selectman Morin was recognized and said I say what we do, we do some research, see what it's going to involve, because as Selectman Roy said, we're it being a historic building. And on the register, that very much limits us. Right? Very much limits us. So. Absolutely. And if it's not worth it, well, to figure something out. So we probably should research the deed and the families will before we do anything. And you said they already have, right? Yeah, I believe we already have. One thing that would be helpful is maybe to get a couple of years' worth of expenses so we can get an idea because it's not really isolated in your budget. You look at the budget, it's all kind of intermingled and what it takes, what it takes, what it takes. Mr. Gagnon to maintain it. In other words, he's putting in some level of effort. I couldn't tell you how much. So we have some idea of what we'd be looking at from that perspective. And then maybe what's the systems look like in there? I have no idea. Is it still using coal, you know? Ms. Pilla replied, I do! All right. So we have the numbers for the utilities. We keep those even though the bills come in as, as a as a, you know, they're all addressed to us. But there is a separate bill for Hills for oil because that's the only building that we have that runs on oil heat. There's a separate bill for electricity, there's a separate bill for water. And so those things are kept aside. I could probably rough out a proportion of of Mr. Gagnon's hours on a weekly basis. The Town Administrator said he spends a certain amount of time a week there. Ms. Pilla replied yes he does, of course he he we have one lawn mower. It lives it at Rogers but he puts it on the little trailer and

he drives it down. The Town Administrator replied we have a Highway Department. They'd probably be the ones having to do it right.

Ms. Pilla continued saying so so yes, we can certainly do that. The the big concern, of course, it's an oil boiler. We just had it inspected and had its maintenance run and it's good for this year. It is however, someone will remember when it was installed 1970s, maybe? Ms. Boucher jokingly said go back and sit back there. The Town Administrator jokingly replied you're making this more attractive. Selectman Roy asked would there be an opportunity to convert to gas? The Town Administrator replied, I would assume. We're near gas. Selectman Roy replied yeah, I don't know where the lines run. Ms. Boucher then said no I'm just saying regardless of the state of affairs of the building or what the future of the building is. The reason why we're here is because as Trustees, we are here to maintain the library that we're using. And I just I know that it might be unknown what that library building would be used for. I think that there's some uses. Etcetera. But ultimately, I mean, we we need to turn over the maintenance of the building to the town.

Selectman Morin was recognized and said we just heard about the boiler, which concerns me. So what what made you decide this due to the maintenance? Why are you coming to us? You keep saying that. The maintenance. The maintenance. Give me some background on the maintenance. Ms. Boucher replied, it's the whole it's not necessarily the maintenance, meaning physical maintenance, just the whole stewardship of the building we're, you know, we're stewards of the Rogers Memorial Library. We just happen to have two library buildings in town. One is not actively used as a, as a library. I wasn't on the board in 2009. And so we've kicked this around and I've listened that it's been talked about, you know, before, before now a couple of times. And I admit that I you know, I did speak about it with the SAU just to bring information to the town. But that was a year ago, and we're still stewards of that building. And ultimately, the town needs to be the steward of the building.

Chairman McGrath replied, well, we're not going to make a decision tonight because we're not in that position to to do that. But we can we can get together and maybe we'll have a discussion with the School Board and and discussions among ourselves, our administration, and see what we can come up with. But I'd like to take a look at the the actual deed and will that will does that that structure, because it was my understanding and and I could easily be wrong, but it was my understanding that it said that it had to remain a library. It wasn't wasn't to be utilized for any other purpose. And I know that I've heard about Alvirne High School, that there was stipulations on the on Alvirne that it couldn't be used for certain activities which they've long since ignored. But I mean, you know, so I don't know if I'm right or I'm wrong because it's only it's only hearsay at this point. But I'd like to at least have us take a look at it, maybe have a discussion with the Town Attorney and and try to try to determine what we if the town itself can utilize it and what what purpose we'd use it for. Ms. Boucher replied so I can leave you with at least the deed for the lot. The library lot is okay. As far as the other, the building, unless you can move it. Chairman McGrath replied no, it was Mr. Hills and his wife I think that left that..Selectman Roy interjected saying right, but but I think it was left somebody else had left the land right? The Town Administrator replied mm-hmm. The land was here. The building was here. Selectman Roy replied, right, there were two, there were two donations. One was land and one was the building. There were two different families. The Town Administrator replied Webster was the land. Selectman Roy replied, Webster. That's the name.

Ms. Pilla then said Webster was the land and Dr. Hills and his wife were the building. Chairman McGrath replied that's why Alvirne has its name. I mean, it's named after the they combined I think was her name. The Town Administrator replied Alfred and Virginia. Chairman McGrath replied, yeah. Alfred and Virginia. So they combined it. That's how Alvin got its name. Okay. So I think, you know, we'll work with the School Board and we'll work with our Town Attorney and there'll be a group of us. I don't know who'll sit on that committee, but we'll work together and try to come up with a reasonable use of that building. All right. Ms. Boucher replied, thank you very much.

E. Resignation of Firefighter/AEMT

Chairman McGrath recognized Fire Chief Scott Tice. Chief Tice said, Thank you, Madam Chair, and good evening, everyone. So I've received a letter of resignation from Firefighter/EMT Mike Mulcay, which is effective August 10th of 2023. Firefighter Mulcay joined the department as a call firefighter in October of 2005 and then was hired as a full time firefighter in April of 2007. Through that time, he was a loyal employee, and we thank him for his service and we wish him luck. Seeing no questions from the Board, Selectman Morin made a motion, seconded by Selectman Dumont to accept the letter of resignation from Firefighter/AEMT Michael Mulcay effective August 10, 2023, with the Board's thanks and appreciation. Carried 5-0.

F. Request to Purchase Four Police Utility Vehicles

Chairman McGrath recognized Police Chief Tad Dionne and Police Captain Steve McElhinney. Chief Dionne began by handing out an updated memo to the Board. He then said, thank you. We're here before you to, originally, we were here before you to accept or to allow us to waive a bidding process and then go ahead and purchase four vehicles. Three were police utility vehicles, and one was a Chevy Equinox. But I withdrew the Equinox because I'm looking at a more viable spending. And I wasn't, to be honest, I wasn't happy with the trades we were offered. So I decided to withdraw that. For now, with trade in values and look at something else that I think will be definitely a better, a better situation for the taxpayers. So I have amended that and we're looking at purchasing three 2022 but brand new Ford utility vehicles for a total purchase of \$110,825.95 from McGovern Municipal Headquarters, which is still an award winning bid, award winner for the Greater Boston Police Council. And that's basically where we are with that. The Town Administrator added this is for fiscal 24. Chief Dionne replied, excuse me, thank you. The Town Administrator added so it'd be for next year. So nothing will be accepted or paid for till '24. But yes, get them while you can. Chief Dionne replied, yes, I'm come for you earlier because of the time constraints and the lack of supply on the ends of the cruisers. That's why we're here today. To just ask permission to make the purchase and FY 24. Thank you.

Chairman McGrath asked okay, anybody have any questions? Comments? Selectman Guessferd was recognized and asked so the price of the three vehicles, each of them is the same as before? You know, we just took the one vehicle out. Chief Dionne replied correct. Nothing has changed in the price, the original prices. Cpt. McElhinney replied that's correct. It was just withdrawing, purchasing the Chevy Equinox from the same.

Selectman Dumont was recognized and said you mentioned there are 22, so they're leftovers? Chief Dionne replied, that's correct. Will they be holding those for you until you're able to make payments? They are. So. Okay. Chairman McGrath asked anyone else have any questions? If not, is anyone prepared to make a motion? The revised motion that was just given to us read it into the record to accept the police department's recommendation to purchase three police utility vehicles from McGovern municipal headquarters. And the amount of \$110,825.95. This does not include the cost of up-fitting the vehicles with existing and new equipment. The Town Administrator said before you do that, you should do the waiver motion for us. It's not on that memo, but his original memo. You should make a motion to waive the competitive bidding requirements as outlined in Hudson Town Code 90 8-1C and allow the Police Department to purchase from McGovern Municipal HQ. Selectman Morin said I'll make that motion, Selectman Dumont seconded it. Selectman Dumont said I just have one question for Chief. I know you talked about your trade in values. You're asking us to waive the bid process, but in your shopping or looking around, do you feel as though this is the best bang for that buck, I guess? Chief Dionne replied, absolutely. The price is the same one, the same price that we got last year for the cruisers when we had to. It definitely the best price we're going to get. Selectman Dumont replied thank you. Seeing no further discussion, Chairman McGrath called for a vote. Motion carried 5-0.

Motion number two to accept the Police Department's recommendation to purchase three police utility vehicles from McGovern Municipal Headquarters in the amount of \$110,825.95. This does not include the cost of up-fitting the vehicles with existing and new equipment. Selectman Morin made this motion, seconded by Selectman Dumont. Carried 5-0.

G. Request to Hold Public Hearing to Update Town Code Ch.98 Limits for Purchasing, Contracts & Bids

The Town Administrator was recognized and said yes, I'm speaking on behalf of the Finance Director. We took a look at the Town Code Purchasing because we're all well aware of that. And looking at the town code, we have two purchasing limits that are articulated in the code. One is \$10,000, which everything over \$10,000 has to go up for four bids or at least try to find four bids. And then anything over \$25,000 has to be awarded publicly. Those numbers were put into place somewhere in the late 80s, early 90s. Just looking at inflation and I think I articulated in my memo or it's articulated in the memo that if you just take into account simple inflation through the years, those numbers should be about \$22,000 and about \$53,000 adjusted for inflation. So what we're asking the Board is to take a look at Town Code, Chapter 98, Purchasing and Contracts and consider raising those two limits again. They've been static. And in today's competitive in today's world, \$10,000 doesn't buy what it did 30 something years ago. So we're looking to see if the Board would be amenable to that. If the Board is amenable to that, we'd need to have a public hearing so the public, if they're interested, could come in and weigh in and provide. Um, but again, we just think it's time to take a look at those limits.

Selectman Guessferd asked when did we last change those again? The Town Administrator replied, 1993 is the farthest back I could go. I think it goes back further than that. But that's the inflation data I can find.

Selectman Roy said so I just have two things. I think if we're going to do it, we should do it. Look at the whole thing. So I know at the last meeting we talked about a sole source justification policy. I think that would lend transparency to our bid process about why, why it didn't go out, didn't get four bids or it didn't go out for four bids. There could be many reasons for that to happen. But I think that a way to document that and track that and make it public is again, would just make us transparent, a little more transparent. And then the other thing I think we should look at, and this is probably maybe a little not as straightforward, but other ways to publicize because they talk about, you know, you know, newspapers and those kinds of things. The Town Administrator then said, where note we directly mail to people. Where we can find people, we directly mail them a solicitation, the RFP. Selectman Roy then asked but does the RSA allow us to take out publishing in newspapers just out of the picture? Because I just don't think it's an effective way now. The Town Administrator replied I'm not aware that they've cut that final cord at this point in time. Selectman Roy replied okay, all right. The Town Administrator replied they're starting to. But I'm not aware that it's that that's final. Chairman McGrath then said well, there's still some newspapers in existence, right? Selectman Roy replied, there are. I just don't know of many contractors that that like go to that legal notices page and says, oh, I think I'm going to bid on that. Right? Just as a practical matter, you know. Chairman McGrath replied, but it still exists so that, you know, there's the odd maybe the odd happenstance where someone does look at that. You know, so, I mean, it's like anything else, right?

The Town Administrator replied, we use the typically depending, but we typically use the Union Leader because that is really the most robust paper. People typically look at that as the go to paper in the state. You to use the Telegraph when it was more viable, for lack of a better word. We're not averse to using it. NHMA the New Hampshire Municipal Association, we use their boards. Selectman Roy replied that makes sense, right? The Town Administrator replied we direct mail things to people. We put it on our web page frequently, depending on what it is. It may even have our Facebook page, though not typically. It typically goes on our web page. And if there's a trade publication, we try to get it in there, depending on what it is. But as you're well aware, there's so many consortiums out there. There's so many purchasing groups out there. There's the the Boston one, there's the Houston Galveston one, you know, where somebody or the

state bid lists where they go out and negotiate all this stuff ahead of time. And hey, that's the number. Selectman Roy replied, Right. But but I guess my point is, the other part of what I was saying is that we should document that that we went to the Boston Municipal Consortium or whatever it's called, to buy the vehicles because that's typically the the best value for the. I just think we need to lend a little transparency to those kinds of things.

Selectman Guessferd then said we we do get challenged mostly by the Budget Committee, I think. But and if we had that in hand, some just a simple documentation that says this was the rationale. This is what we did and it would be very clear, right that and there's hopefully we wouldn't get as many challenges on those things because we do waive a fair amount of of these for various reasons. And, you know, some very legitimate reasons.

The Town Administrator then said two Recent examples Mr. Dhima was here tonight for the \$75,000 Robinson Pond went out to bid. I believe he had a meeting. We had one guy. Selectman Roy replied, right but that's all it has to say is right. The Town Administrator said Lowell Road, one bid. Selectman Roy then said yeah, this is what we did to advertise. We got one bid and it was within the budget. Selectman Guessferd added and you put it in the file. Selectman Roy agreed saying, right. The Town Administrator added, I think he actually articulated that tonight that he got the one. Selectman Roy replied, he did. But again, I just think. Selectman Dumont added just a list of where you're offering it out to. Selectman Roy replied right. And or why. So there might be a situation I've run into this before where, you know, the only person or the only company that manufactures that particular item in the 150-mile radius is, you know what I mean? So we're not going to. Selectman Dumont added sometimes you're confined to a certain company, depending on what you're looking for. But the list of where those bids went out, or at least where you where you advertise them at, would be helpful. I think it would probably be good. I don't see why it would hurt anyways. If anybody looks at that paperwork, they can show, oh, there's the five websites I see it on. There's the newspaper, look for future bids.

Selectman Guessferd then said and maybe it's maybe it's, you know, sole source justification or federal government calls them justification and approval. But it's just something that says this is what we did. It's in the file. I have one other question. You know, we say that, you know, we advertise sometimes with the New Hampshire Municipal Association. I know the federal government has kind of a general go to place called SAM, which, you know, all the RFPs and everything are out there for any company that want to, you know, whatever commodity it is, they'll go out there and see what's the various services and things are are are contracting for. Is there anything like that, you know, within the state or anything like that where besides the municipal association is there? The Town Administrator replied, not that I'm aware of municipal associations. I'm not aware of any, I know what SAM is because I had to do it for ARPA. So I know what it looks like. I'm not aware of any similar thing for the state of New Hampshire. I don't think they're that coordinated. Or bureaucratic is maybe another word. Selectman Guessferd added makes it kind of efficient, though. Selectman Roy added yeah, it really does. The Town Administrator added, there's a lot of hoops. Selectman Guessferd then said because if, you know, if you're going to bid on a job, you know, you go there. That's the place where it all goes. But it doesn't sound like you said, like you said. The Town Administrator reiterated, I'm not aware of it. Yeah, I'm not aware of any central location like that in the State of New Hampshire.

Selectman Guessferd then said, Okay. But I do like that idea, though, at least the documentation and perhaps in the policy, it just I don't know if it says it now, but that those shall be a written notification note in the file should we be waiving any aspect of this...Selectman Roy said bid process. Selectman Guessferd replied bid process. could be a paragraph. It could be two paragraphs, whatever it is. I don't think we have to necessarily...Selectman Roy said I don't think we need to over complicate it. Right? Selectman Guessferd replied right. Just specify the format and, you know, it's just. Yeah.

Selectman Morin was recognized and said and and I agree not to over complicate it, but due to the situations how do you want it written? Due to the many different reasons I mean we can't include them in so it's got to be. And how would write that? Selectman Roy replied, well it'd be simple. We sent, you know we sent it to these four publications. One we got one bid that was one bid was in the or it's a unique item

and this is the only manufacturer for it so, you know? Selectman Morin replied, I was thinking just a general thing and this reason we didn't do it this time and this. Selectman Roy replied no. Selectman Guessferd replied, oh, no, no, no, no. It's not quite as structured as that. Selectman Roy agreed saying, yeah. Selectman Guessferd went on to say, but just something there that that just required to do if we, if we waive the bid process.

Selectman Roy then said, again, I just think when people look at it, whether it's an auditor or the Budget Committee or just a member of the general public, they can see that, you know. Selectman Morin then said and if it's a standard procedure, it will happen every time we don't have to worry about it. Selectman Roy replied saying right. To which Selectman Guessferd agreed saying, exactly.

Selectman Guessferd then said I'm not trying to create a lot of work, but. The Town Administrator then said 98-7, B, paragraph one kind of articulates that already. Selectman Roy spoke up saying, so, so can I just ask a question about that as a practical matter, is that actually done? So if I went to a bid file, I would if I went to the...The Town Administrator replied I'm not going to say 100%, but I because I can't guarantee anything. I'm not going to say, Oh, absolutely. But I know that engineering, for example, he's very good with his documentation. The Executive Assistant added it's in his memo for the earlier project this evening. Selectman Roy then said and that only actually talks about if there's not four qualified bidders where there could be other reasons why you're not putting it out to bid. The Town Administrator added that's different, right. Selectman Roy added Yeah, but that should still be documented. The Town Administrator added or waived by this Board. Selectman Roy added and documented. Selectman Guessferd added yeah it doesn't really say I'm looking at it right now. It doesn't really say the documentation piece. It says that we're going to be doing all these things that, you know, at least advertised in one general circulation, maybe another short paragraph that just says that should we wave, should this process be waived or there will be documentation or maybe we just say in general there'll be documentation, shall be documentation in the file as to the basis and justification for... Selectman Roy added not having four bids. Selectman Guessferd continued saying waiver if, if, if applicable, or something to that effect where it actually says in here that we're going to have cuz it doesn't really it says documentation of successful bidder again all that says is that that you're going to write a recommendation to us you know, but it doesn't say anywhere in here that there'll be, it says well shall do these things but it doesn't say in the event that this that this is that there's a waiver or whatever we want to say there'll be documentation in the file or just in general there will be documentation.

Selectman Morin then said if the Board waives it, there's documentation for that. But if they've gone out to bid and they only get one back, I can see what you're saying because there's no mention of that. Anyway, we just issued a bid and gave it to somebody. Selectman Guessferd replied, right, right. Selectman Roy then said I believe that it should be more, it should appear in more than just our minutes that we approve that. Selectman Morin replied, we you know, there's a simple form they can do if they have to. Selectman Roy replied that's that's all I'm saying. Selectman Guessferd added, something very simple. Yeah. Yeah. I mean, that's my main concern is just audit, you know, and and. And ask the question. Here it is. You know, rather than combing through all the minutes or whatever for that particular purchase, it's right there in the in the procurement file for that particular purchase that you have something there that says this is what we did.

Chairman McGrath then asked Selectman Guessferd can you and Kara come up with a paragraph or a couple of lines that you'd like to see that they can use continuously? I mean, why don't we do that as opposed to. Selectman Roy agreed saying yeah. Selectman Guessferd replied absolutely. Chairman McGrath went on to say I think, you know, I think we'd all be in favor of it, so. Selectman Guessferd added Yeah. And again, something that's not too...Chairman McGrath added verbose. Selectman Roy added yeah, yeah, again, not something. Selectman Guessferd then said again, we get a lot of inquiries. And and I do know that citizens are concerned about the amount of sole source that we do like, for example, with the police vehicles. You know, we typically use a bid that was done at the at the state level, you know, the successful bidder. We rely on that. That's justification right there that we utilize. And it's and it's in there in the procurement file for that particular purchase. Okay. We'll do it.



The Town Administrator then added raising the limits, though, will assist because again, you think of all the things you're not I'm not trying to get out of doing something. I'm just saying \$10,000 today doesn't buy you anything. Selectman Roy then said you think it's prudent at this point to probably raise those limits. Selectman Guessferd replied, No, I Agree with raising The limits. Sure. The Town Administrator added if you raise the limit you're looking at the real projects that you're going out to. Selectman Guessferd replied if its over that. Selectman Roy replied we're not doing a bunch of work that's kind of unnecessary. The Town Administrator then said to Selectman Guessferd and Selectman Roy, so if you send me whatever you want, we'll talk about it the next meeting if it's ready. And we can do this whenever everything is ready. Selectman Guessferd replied okay. The Town Administrator replied I'm not going to do it twice for once. Selectman Roy replied I agree. Selectman Guessferd added, oh, absolutely.

## 9. Board Liaison Reports

Chairman McGrath began by saying so next up is the, I think we're going to combine this to the Board Liaison reports and we'll combine it with the remarks, other remarks or business by the selectmen, combine it.

Selectman Roy: So the only thing that I have is I just want to thank everyone who reached out with offers of assistance, words of encouragement and words of kindness. It's truly appreciated. And some of those offers of assistance I may take people up on.

Selectman Dumont: I had my first ZBA meeting. Went very well. Very positive. I was unfortunately, I wasn't able to attend the Benson Park Committee meeting this past week, but I'm looking forward to the one coming up. But other than that, that's it. Chairman McGrath asked, do you have any other comments that you'd like to add, remarks or comments? Selectman Dumont replied, no, ma'am. Thank you.

Selectman Guessferd: Yeah, I'll start out with Sustainability. I attended my first Sustainability meeting last night, and the main subject was the aggregation of the electric. The Electricity Aggregation Committee. And we had an interview. They had an interview with three different providers, potential providers. So we're going to select one and the one that was selected or the one that was discussed last night was the Hudson Community Power. The Community Power Coalition of New Hampshire, CPCNH. They had a very extensive, you know, presentation. They seem to have a lot of things covered. The the first kick offs are going on with the first, I think, dozen towns. We're going to learn something from that, you know, in terms of how they have rolled this out. You know, there are there are rates. The rates are lower. You know, that that they're looking to to get included. I think PSNH right now is \$0.20 a kilowatt hour. And I think the proposed rate right now for what they're going to be doing with the first few communities, I think is \$0.15. And that's kind of the the base rate. There's a couple of different levels, but but we're going to have an opportunity soon. I know we've scheduled a workshop. One of the things that we did last night, I think the workshop was supposed to be on September 19th. What we would proposing to do is to move that workshop to October 3rd, which is basically two weeks later. And one of the reasons is that as the, as the Sustainability on the Select Board, I will actually be on vacation on the 19th. So they wanted me to be here for that and we should probably have all of us here for that. This is kind of a I'll say it's kind of a big deal to try to we're moving this forward. The time frame is trying to get this to to be able to move forward with everything and get the get our approvals by the end of the year, if at all possible. So then we can move forward and launch as part of the next group of towns next spring, sometime next spring. So that's right. Now, the the the kind of, you know, the notional plan in terms of the timing of that. But it was it was a very positive meeting. I learned a lot. Things I didn't know before. So it was a it was a very, very good meeting for me to kind of catch up on on the aggregation, on, you know, the aggregation concept and everything else. Chairman McGrath asked so when do they expect it to go live? Selectman Guessferd replied, we're looking at late spring next year so we can the Select Board would, would, would, would be we'd have the workshop with the committee in hopefully October 3rd and then take we would then deliberate, try to figure out what we want to do. We would be the ones to select in the end who we would be going with to to basically

manage this. And it will. I know one of the concerns we had and we can talk a lot more of the details, you know, one of the concerns we'd had is, is the involvement of the town. You know, we're going to have to hire somebody or whatever. And the bottom line is there's it seems to be a very minimal day to day involvement by us or the administration. The administration will be done by whoever manages this, whether it's Community Power coalition or whether it's one or the other two, whoever we select. Any complaints, because I know I know Selectman Morin, we had these discussions before, complaints by citizens, anything that comes through would be would be forwarded to their customer service folks. There'll be numbers people can contact in terms of anything regarding the specifics of the of complaints or issues or concerns. So our involvement, again, would be minimal once we once we launch this. So so there's a lot of a lot of pieces to it. And that's why the workshop is necessary to kind of kick off our, kind of part of this which would be selecting the provider.

Chairman McGrath then said so people that weren't or didn't watch the the meeting, then it's going to be televised again, I would assume, or they could get they could look at Sustainability meeting. And if they if they're interested and want that information, then they can look at that meeting. Selectman Guessferd said and that would be actually I would advise for anybody who's interested is to look at last night's meeting because the majority of it was the presentation by Community Power Coalition, which really kind of described every aspect of it. We had a list of questions that we sent to all three of these providers and and, you know, everything from, you know, how we how you establish rates and and how it all works and the timing and all of it. And they all, you know, provided answers. From what I understand, Community Power Coalition provided the most detail of any of the three and they answered all the questions they asked, allowed us to ask questions. And and so it was it was pretty comprehensive. So anybody watching, I think, would would benefit from watching last night's meeting. If you're if you're interested in the in the aggregation piece.

The other thing that we're I was concerned about too, is, you know, how these things go. Right? You know, we had the town meeting in March and and now your kind of things just kind of, you know, lay low. But we need to keep this on the front burner. We need to keep people aware of what's going on. Because if all of a sudden this pops up again next year, you know, and they go, wait a minute, where's where's it been since the election? So they're going to be doing the committee is going to be doing what they can to try to make sure information is out there. We need to make sure the citizenry is is, you know, continues to kind of get notifications, you know, before the, you know, the opt out scenario that comes in when they launch. So that's going to be one of our challenges, I think, to try to keep people informed on a regular basis of where where we are, what we're doing and educated. Yes, there's going to be, I think, at least one more public hearing at one point just to kind of continue to keep it out there. We can't go six, eight months and not say anything about it. We this is something that's got to stay on people's minds. So that's Sustainability.

The only other let's see, Planning Board, we did adopt a couple of chapters for the master plan at the last meeting. Tomorrow night, we're actually going to be we're going to be working on trying to see what we have tomorrow night. So we're going to be not looking at chapters, but we're we're looking at a procedures for some of the bylaws to to kind of maybe update some of the bylaw language. And so there's not a lot on the agenda for tomorrow night. Our Town Planner will be back. He's out of town tomorrow. He'll be out of he'll be back in two weeks and we'll be trying again, trying to finish up this chapters, the entire master plan. You know, by the end of June, we might slip into July. But I think we've made a lot of progress with the chapters of the master plan.

Chairman McGrath asked, any plans on the agenda? Selectman Guessferd replied no. No plans on the agenda for tomorrow night. It's a very my understanding is it's this time of year. It doesn't tend to be as busy with regard to plans. It can be it can be, but it hasn't been this year. So there's no plans. There weren't any plans last time. It was good in some ways because it allowed us to focus on the master plan. And so that's that was a good thing. And I think we're we're making some headway with that to get that done, because I really think everybody wants to see the next version of this and then to keep it on the front burner. And comments I made last night was that, you know, we can't just put the master plan in place and then stick it in a drawer like we did last. So so that's that's kind of exciting news there.

The only other item is the Rec. I know you all enjoy my Rec updates. The Rec Department had an Under the Stars dance last Friday and Saturday. Basically it was a parent-child dance and Friday night was sold out. I think Saturday night ended up getting sold out toward the end. So that's there's revenue associated with that which will be good for I think they use a lot of that for scholarships and but everybody had a great time. There was 500 people in attendance between the two nights. So it was very successful.

With regard to the Seniors, there was a Mother's Day Tea event that happened. Hudson Memorial School Band is actually playing at the senior center. They're coming to the Senior Center to put on. You aware of that? Mr. Gasdia replied, I knew it was, I knew it was coming didn't know the date or anything. Selectman Guessferd replied, yeah. May 30th at 10:00 a.m. So I think they're going to be excited to see that and then fall soccer registration has just opened up this week. We haven't started summer yet. I know we're always a season ahead, you know, and soccer is one of the, you know, the big hitters with them. They get a lot of lot of kids going and doing the soccer program. So it'll be running through the end of June. So if you haven't signed up by the end of June, this is why I say what I say here, because we want to make sure we get folks out there that know and they don't miss registrations.

So beyond that, in terms of comments, I just want to remind people, somebody else might be doing this as well. We have the Memorial Day parade Monday afternoon, 1:30 p.m. line up, 1:30 line up, 2:00 step off, I think. And there will be the Alvirne High School Band will be performing, marching and the American Legion Band will be as usual in the in Library Park. So it will step off. It will go to Library Park for pause and recognition of Memorial Day and then on from there. So the bottom line with this, I always it's a big thing for me as a veteran. You know, it's Memorial Day weekend isn't just an extra day off for everybody. There's a reason why we do it. And, you know, we are remembering those who not all veterans, but those who gave their lives for their country and so made the ultimate sacrifice. So it's important to understand that and that because of that, we get to do these things that we get to do. We have our Monday off for our barbecues. And while we're doing all that, we should remember, remember those folks that gave their lives for for our country. So that's all I got. Chairman McGrath replied absolutely I agree with you on that.

Selectman Morin: I attended the Chamber of Commerce breakfast event the beginning of the week or last Friday, I'm sorry. And the other thing is, I want to wish everybody a happy Memorial Day. And do we plan on marching in that? I know you got things usually. Selectman Dumont replied, I'm not going to make any guarantees. Selectman Roy said I'm not sure I'm able to march, but if I feel well enough. Selectman Guessferd said to Selectman Morin, I'll see you, buddy. To which Selectman Morin replied, all right. All right. We'll see you there.

Chairman McGrath: And I don't have anything this evening. I just again, I agree with Selectman Guessferd on the the meaning of Memorial Day and what it truly means. And it's not a celebration per se. It's to honor the all of those that gave their gave their lives for this country and our freedoms. So and I remember it every year because I had relatives that were that served in the war, World War II, relatives that served in Vietnam. They all thankfully made it back, but they all had scars. So so it's something to be to remember what what others have done for our freedoms.

10. Remarks by Town Administrator

Chairman McGrath recognized Town Administrator Steve Malizia who said, I actually have a motion that I think I would like to have everybody make, so the Fire Chief and I worked together. We talked about the recruit program, recruit school for the brand new firefighters. So we worked together to identify the cost. And I've got a motion that I'll put out there so we can transfer funds to fund that. So the motion would be to transfer to 5730 - suppression fire budget from town poor account 5151-258, \$25,000 and from legal 5200-218, \$25,000 for a total transfer of \$50,000 to suppression. Selectman Roy asked, is that this fiscal year or? The Town Administrator replied that's this fiscal year. So there's a document in the sign folder, but I have all the backup for it. But the Chief and I looked at it, he examined the cost and it's slightly under 50 (thousand). But just to be on the safe side, \$50,000 and that should cover four weeks or whatever

it is of the recruit program, the recruit school. Chief Tice, from the audience said four weeks for six candidates, the instructors, uniforms, all that. The Town Administrator then said we just wanted to, I wanted to get that motion out there tonight so he could know where the funds are coming from. Chairman McGrath asked, so anybody willing to make that motion Selectman Roy made this motion, seconded by Selectman Morin. Motion carried 5-0.

Other than that, everybody have a safe Memorial Day weekend. Be careful. It's a busy weekend.

11. Remarks by School Board

Chairman McGrath recognize School Board Chairman Gary Gasdia who said, all right, I'll be quick, because I'm standing between you and your non-public. So a couple of things. It's the end of the year. It's not fall yet, but it's almost summer. And so a lot of a lot of activities going on in the schools. Past weekend was Beauty and the Beast play at Alvirne. I want to thank HCTV. They have recorded it. I'm not sure exactly when, but at some point it will be posting for anyone that wants to watch. Concert season is here. Last night was the band concert at Alvirne. Tonight is the choral concert. HMS is tomorrow and Thursday. There are field trips, field days, all of that stuff going on. Senior Center, as you mentioned, there will be a concert at Benson's coming up, I believe, the first week of June. I'm not exactly sure on the date. And then a lot of academic awards and CTE awards. And if anyone is unaware, there is something called a scholarship night each year for the for the seniors. And we have a lot of you know, there are a lot of scholarships that come from organizations and things like that. But we also have a lot of very generous families that have memorial scholarships and things like that. And each year is a little bit different. But in general, literally hundreds of thousands of dollars are awarded to our to our students each year. And it's a great event sponsored by the Lions Club, but made great by all of the great folks that donate scholarships. That's in June. Then there will be graduation on June 8th and last day of the year is June 19th. So it's wrapping up. And then next thing you know, we'll be registering for soccer and it's fall again. But until then, we'll enjoy the summer. So with that, that's it.

12. Other Business/Remarks by the Selectmen- this was added to the Liaison Reports by Chairman McGrath.

13. Nonpublic Session

Motion by Selectman Morin at 8:25 p.m., seconded by Selectman Dumont to go into non-public session under RSA 91-A:3 II (b) The hiring of any person as a public employee. (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine or levy, if based on inability to pay or poverty of the applicant. A roll call vote was taken. Carried 5-0.

Nonpublic Session was entered at 8:25 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered open session at 10:23 p.m.

Motions made after nonpublic session

- 1.) Selectman Morin made a motion, seconded by Selectman Guessferd to rescind the employment offer to Nicholas Avellani for the position of Firefighter/EMT in the Fire Department, which was approved by the Board of Selectmen on January 10, 2023. Carried 4-0.
- 2) Selectman Dumont made a motion, seconded by Selectman Guessferd to rescind the employment offer to Scott Levasseur for the position of Firefighter/EMT in the Fire Department, which was approved by the Board of Selectmen on May 9, 2023. Carried 4-0.
- 3) Selectman Morin made a motion, seconded by Selectman Guessferd to promote Sergeant Derek Lloyd to Lieutenant at \$94,126.000 in accordance with the Hudson Police, Fire and Town Supervisors Association contract (step 4). This elevation in rank will be effective on Monday, June 5, 2023. Carried 4-0.
- 4) Selectman Dumont made a motion, seconded by Selectman Guessferd to appoint Jason Twardosky as the Director of Public Works, effective May 28, 2023 with a starting salary of \$119,080. Carried 4-0.
- 5) Selectman Morin made a motion to adjourn at 10:32 p.m. This was seconded by Selectman Guessferd. Carried 4-0.

14. ADJOURNMENT

Motion to adjourn at 10:32 p.m. by Selectman Morin seconded by Selectman Dumont. Carried 5-0.

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

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Marilyn McGrath, Chairman

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Dave Morin, Vice Chairman

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Kara Roy, Selectman

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Bob Guessferd, Selectman

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Dillon Dumont, Selectman

GA  
Accepted  
6-13-23



# TOWN OF HUDSON

## Finance Department



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:** May 25, 2023

**Subject:** Contract Award for Catch Basin Cleaning

**RECEIVED**

JUN 02 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

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

**Recommendation:**

To award the contract for catch basin cleaning, related to Robinson Pond, to Triton Storm Water.

**Information:**

In the efforts to improve watershed quality throughout the Town and complying with the Environment Protection Agency permit regulations, water quality at Robinson Pond has been a recent focus. There are approximately 300 catch basins discharging to it.

The Board of Selectmen approved this project utilizing American Rescue Plan (ARPA) funds. There is \$30,000 budgeted for this project.

After advertising on April 18<sup>th</sup>, three (3) bids were received on May 25, 2023 from:

Triton Storm Water, RI	\$17,325.
Eastern Pipe Service, NH	\$20,700.
Bellmore Property Services, NH	\$25,500.

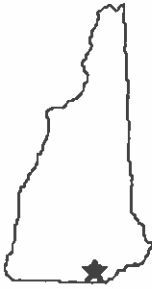
**Funding:** The costs of this award are to be charged to account no. 7209 which is an infrastructure account funded by the American Rescue Plan.

**Motion:** To approve the contract for catch basin cleaning to Triton Storm Water for the amount of, not to exceed, \$17,325. Costs are to be charged to ARPA Account #7209.

**Recommended by the Town Engineer, Public Works Director 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  
Jason Twardosky, Public Works Director

DATE: May 25, 2023

RE: Contract Award for Catch Basin Cleaning

Town of Hudson has been working towards improving watershed quality throughout the Town and complying with Environmental Protection Agency (EPA) permit regulations. Some of the most recent efforts have been focusing on improvements of water quality at Robinson Pond, which has approximately 300 catch basins discharging to it.

The Budget Committee and Board of Selectmen approved this project utilizing American Rescue Plan funds. We advertised on Union Leader on April 18 and on May 25, 2023 we received three bid as follows:

Triton Storm Water, Harrisville, RI	\$17,325
Eastern Pipe Service, Bow, NH	\$20,700
Bellmore Properties Services, Bedford, NH	\$25,500

Town Engineer's and Public Works Director's recommendation to the BOS is to hire Triton Storm Water.

### Motion

To approve the contract for catch basin cleanings to Triton Storm Water, for the amount not to exceed \$17,325 using ARPA Account #: 44-4312-7209.









**PROPOSAL FORM**

**ON CALL SERVICES FOR CATCH BASIN CLEANING  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES LISTED ABOVE

**I. Contract Services:**

Contract services for the project listed above.

Cost per Catch Basin Cleaned \$ 57.75

Total Proposed Cost \$ 17,325.00 (300 catch basins)

The undersigned acknowledges:

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



Company: Jason Anastasiadis DBA Triton Storm Works

Signed by: 

Printed or typed name: Jason Anastasiadis

Address: 1830 Douglas Trk, Hamirville, RI 02830

Telephone number: 401-524-0534 fax number: N/A

Toll free number: N/A e-mail: jason@tsw-ne.com

Cell phone number: 401-524-0534

Primary point of contact: Cell phone

Payment terms and conditions: Check, net 21 days of invoice date

Please fill out, sign and return to:

Town of Hudson  
Town Clerk's Office  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: May 25, 2023, Not Later Than 11:00 AM**



**SPECIFICATIONS EXCEPTION FORM**

**ON CALL SERVICES FOR CATCH BASIN CLEANING  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

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

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

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

Signed:  \_\_\_\_\_

I ~~DO~~ meet specifications

Signed: \_\_\_\_\_

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

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



**"ON CALL SERVICES FOR CATCH BASIN CLEANING "**  
**TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

Company Triton Storm Water

Taxpayer identification number 037-58-4379

Authorized signature 

Date 5/22/23

Address 1830 Douglas Trk, Harrisville, RI 02830

Telephone 401-524-0534

Toll-free number N/A

Fax number N/A

E-mail address jason@tsw-ne.com

**“ON CALL SERVICES FOR CATCH BASIN CLEANING”**

**Town of Hudson**

**Insurance Requirements for All Contractors**

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

**Commercial General Liability**

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

- Occurrence
- Claims Made

**Additional Coverage to Include**

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

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

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

**Workers Compensation**

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

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

**Other**

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

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

**NOTICE OF AWARD**

Dated \_\_\_\_\_, 2023

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_

OWNER'S PROJECT NO: \_\_\_\_\_

PROJECT: ON CALL SERVICES FOR CATCH BASIN CLEANING

OWNER'S CONTRACT NO: \_\_\_\_\_

CONTRACT FOR: ON CALL SERVICES FOR CATCH BASIN CLEANING Improvement System

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

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

Hudson – RFP 23

ON CALL SERVICES FOR CATCH BASIN CLEANING

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

The Contract Price of your contract is \_\_\_\_\_ Dollars (\$) \_\_\_\_\_).

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

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

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

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

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

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

Town of Hudson  
(OWNER)

**By** \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(TITLE)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_

The \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

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

**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF AS NEEDED BASIS**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

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

**ARTICLE 1 - WORK**

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

**ON CALL SERVICES FOR CATCH BASIN CLEANING  
HUDSON, NEW HAMPSHIRE**

**ARTICLE 2 - ENGINEER**

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

**ARTICLE 3 - CONTRACT PRICE**

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

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

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

#### **ARTICLE 4 - PAYMENT PROCEDURES**

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

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

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

#### **ARTICLE 5 - INTEREST**

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

#### **ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

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

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

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

#### **ARTICLE 7 - CONTRACT DOCUMENTS**

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

- 7.1 Request for Proposal RFB 23.
- 7.2 Town of Hudson required contract forms:
- a.) Proposal Document
  - b.) Specifications Exception Form
  - d.) Alternate Form W-9
  - d.) Indemnification Agreement
- 7.3 Bid Bond.
- 7.4 Notice of Award.
- 7.5 This Agreement.
- 7.6 Performance Bond.
- 7.7 CONTRACTOR's Proposal.
- 7.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_ to \_\_\_\_, inclusive).
- 7.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

## ARTICLE 8 - MISCELLANEOUS

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



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

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

OWNER Town of Hudson

CONTRACTOR \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, duly authorized \_\_\_\_\_ of \_\_\_\_\_, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, duly authorized \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of same.

\_\_\_\_\_  
Justice of the Peace/Notary Public

\_\_\_\_\_  
Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

\_\_\_\_\_

Hudson, New Hampshire

\_\_\_\_\_

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

NH License No.: \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

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

# BID BOND

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

---

BIDDER (Name and Address):

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

OWNER (Name and Address):

## BID

Bid Due Date:

Project (Brief Description Including Location):

## BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: \_\_\_\_\_

(Words)

\_\_\_\_\_ (Figures)

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

## BIDDER

## SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by Owner, or

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

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

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

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

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

in which the Project is located.

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

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

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

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Hudson, NH

\_\_\_\_\_ (Name of Owner)

12 School Street, Hudson, NH 03051

\_\_\_\_\_ (Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of \_\_\_\_\_ Dollars, \$ ( \_\_\_\_\_ )

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

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

ON CALL SERVICES FOR CATCH BASIN CLEANING

\_\_\_\_\_ Hudson, NH \_\_\_\_\_

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

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

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .  
(number)

**ATTEST:**

By: \_\_\_\_\_  
(Principal) Secretary  
**(SEAL)**

\_\_\_\_\_  
Principal  
**BY** \_\_\_\_\_

By: \_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Witness as to Surety  
\_\_\_\_\_  
(Address)

**BY**

\_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
Attorney - in - Fact  
\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire



Drainage Infrastructure & Erosion Control Experts  
Harrisville, RI 02830

05-22-2023

### **Town of Hudson, NH: On-Call Catch Basin Cleaning**

Thank you giving Triton Storm Water the opportunity of bidding on this project. Since 2014 Triton Storm Water has completed a variety catch basin cleaning projects for municipalities all over southern New England. Please review this proposal and contact me at any time with further questions or comments. I look forward to doing business with you.

Completed related projects for New England Municipalities

- 1) Salem, NH DPW: Mr. Roy Sorenson  
1900 assets cleaned/year; 7 continuous years
- 2) Derry, NH DPW: Mr. Alan Cote  
750 assets cleaned/year; 7 continuous years
- 3) Coventry, RI DPW: Mr. Kevin McGee  
2450 assets cleaned/year; 3 continuous years
- 4) Dover, NH DPW:  
1500-1600 assets cleaned/year; 2017, 2021, 2022

**Price Per Catch Basin Cleaned: \$57.75, includes inspection**

**Project Cost at 300 Assets: \$17,325.00**

Equipment: 2009 Camel 200 Jetter Combo – Good condition (Primary)

2001 Camel 200 Jetter Combo – Refurbished, good condition (Back-up)



Drainage Infrastructure & Erosion Control Experts  
Harrisville, RI 02830

Projected Project Start Date: 09/18/2023

Triton will be utilizing a Camel vacuum truck to clean approximately 30 basins per truck per day. The job is anticipated to take 10-12 working days.

Working around the City's public schedule and parking restrictions; the program will start on the furthest point from dump site and work closer.

Please note the following scope of work.

**Town's Responsibilities:**

- Clean free, accessible water fill for trucks, including any backflow/meter required by said water department
- Safe secure parking for equipment while not in use
- Safe, operational dump site for debris
  - Operators withhold the right to stop project if dumpsite is not acceptable
- Map of town showing the following
  - Locations of assets to be cleaned
  - Weight limit roads/bridges
  - Low clearance roads, overhead utilities, bridges ect
- Police Details for traffic control

**Triton's Responsibilities:**

- Provide working equipment to operate on an 8-hour day minimum
- Emergency warning lights on equipment
- Immediate traffic control such as cones/barrels
- Air gap on equipment for water fill
- Inspection of each asset cleaned, copy of report given to town
  - Depth to Water
  - Depth to sediment
  - Depth to base
  - Environmental Inspection
  - Non-invasive structural inspection



Drainage Infrastructure & Erosion Control Experts  
Harrisville, RI 02830

### **Fuel Surcharge:**

A fuel surcharge will be applied to the current project if a value of a gallon of diesel rises above \$7.00 USD/Gallon, during operations. At no time will TSW charge a fuel surcharge if under \$7.00/gal. Before a charge is applied, TSW will notify the City of Dover of such change and show proof of purchase(s) at that time. The surcharge rate will be the difference between purchased price and \$7.00/gal.

Triton's operator reserves the right to not clean or stop cleaning operations of any structure that poses a safety risk to the operator or other crew member(s).

Triton's operator reserves the right to refuse cleaning of any structure that may have contamination within it; sewage, petroleum, chemical dumping ect.

It is common practice to decant/drain wash water from vac truck back into structure post inspection to maximize efficiency while on cleaning runs; procedures ensure no wash water is discharged from drainage system thru an outfall into surrounding environment.

Construction related debris\* is not considered common runoff related debris and therefore is not the responsibility of Triton Storm Water for removal. Operators will give best effort of full removal however debris of said nature is typically immovable with just hydro-excavation.

\*This debris is hardened concrete, asphalt, construction fiber bags full of debris, mason blocks or wall blocks ect.





Drainage Infrastructure & Erosion Control Experts  
Harrisville, RI 02830

Please note that upon awarding this project to Triton Storm Water, each party automatically agrees to said terms as listed above and, in the RFP, provided.

If there are any questions or comments, please feel to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason', written over a white rectangular area.

Jason Anastasiades, EIT, CPESC, CPSWPPP, CCIS  
President of Triton Storm Water  
401-524-0534  
[jason@tsw-ne.com](mailto:jason@tsw-ne.com)

**QUESTIONS AND ANSWERS RELATED TO THIS PROJECT**

**DESIGN / BUILD SERVICES FOR MARSH ROAD WATER PUMP STATION  
TOWN OF HUDSON, NEW HAMPSHIRE**

Question 1: The RFP is for “On-Call” services however the RFP states that 300 assets to be cleaned annually. There are no other terms about on-call services. Are the 300 identified assets to be cleaned on an on-call status or should we expect that work and be on-call for future work?

Answer 1: The winning contractor will be expected to perform up to 300 catch basin cleaning between July 1, 2023 and June 30, 2024. All work will based on planned schedule, not emergency basis. Please refer to Scope of Work chapter for additional information.

Question 2: The term “On-Call” does it refer to emergencies or just when catch basins need to be cleaned for work or inspections?

Answer 2: All proposed work will be based on planned schedule and not on an emergency basis. The on “on call” term refers to the contractor been available for these service.

Question 3: Are the assets that need to be cleaned grouped in close proximity or are they spread out all over town?

Answer 3: All the catch basins are around Robinson Pond and Ottarnic Pond. All work will be scheduled and maps will be provided ahead of the work.

Question 4: Due to the proximity of TMDL’s, is decanting the vac truck(s) back into the catch basin allowed?

Answer 4: Water will be decanted into basins that will be designated by Hudson Public Works Department, ahead of the planned work.

Question 5: When was the last time these catch basins were cleaned?

Answer 5: Approximately 3 years ago.

Question 6: What is required response time for the on-call services?

Answer 6: All work will be based on planned schedule with five business days for response time

Question 7: What are the Work Hours?

Answer 7: ~~7 AM-7 PM~~ , Monday – Saturday

Signed: 

I DO understand the above and agree to meet specifications

Signed: \_\_\_\_\_

I DO NOT meet specifications as listed in this amendment

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

Company: Triton Storm Water

Signed by: 

Printed or typed name: Jesus Anartevede

Address: 1830 Powder Tpk Merrimack, MA 02830

Telephone number: 401-524-0534 fax number: n/a

Toll free number: n/a e-mail: jesus@tsw-re.com

Cell phone number: 401-524-0534

Primary point of contact: cell phone

Payment terms and conditions: net 21 days from invoice date

Please fill out, sign and return to:

Town of Hudson  
Town Clerk's Office  
12 School Street, Hudson, NH 03051  
603-886-6003;  
[cstrout-lizotte@hudsonnh.gov](mailto:cstrout-lizotte@hudsonnh.gov)

**Due Date/Time: May 25, 2023 Not Later Than 11:00 AM**

**BID BOND**



**CONTRACTOR:** *(Name, legal status and address)*

Jason Anastasiades dba Triton Storm Water  
1830 Douglas Turnpike  
Harrisville, RI 02830

**SURETY:** *(Name, legal status and principal place of business)*

NGM Insurance Company  
55 West Street  
Keene, NH 03431

**OWNER:** *(Name, legal status and address)*

Town of Hudson  
12 School Street  
Hudson, NH

**BOND AMOUNT:** Five Percent of Total Amount Bid (5% of total bid)

**PROJECT:** *(Name, location or address, and Project number, if any)*

RFP 23, On Call Services for Catch Basin Cleaning, Hudson, NH

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of May, 2023.

Jason Anastasiades dba Triton Storm Water

(Principal)

(Seal)

Owner Operator  
(Title)

(Witness)

NGM Insurance Company

(Surety)

(Seal)

(Title) Sandra A. Niederwimmer

Attorney-in-Fact

(Witness)



**NGM INSURANCE COMPANY**  
A member of The Main Street America Group

**POWER OF ATTORNEY**

Bid no. B-0040688

**KNOW ALL MEN BY THESE PRESENTS:** That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Sandra A. Niederwimmer its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number B-0040688 dated May 23, 2023 on behalf of Jason Anastasiades dba Triton Storm Water in favor of Town of Hudson for Five Hundred Thousand and no/100----- Dollars (\$ 500,000.00\*\*\*\*\* ) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

*IN WITNESS WHEREOF*, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: *Kimberly K. Law*

Kimberly K. Law  
Vice President, General Counsel and Secretary



State of Florida,  
County of Duval

On this 7th day of January, 2020 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

*IN WITNESS WHEREOF*, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020

*Loe K. Pentz*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. *IN WITNESS WHEREOF*, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 23rd day of May, 2023

*Nancy Giordano-Ramos*



**WARNING:** Any unauthorized reproduction or alteration of this document is prohibited.

**TO CONFIRM VALIDITY** of the attached bond please call **1-603-358-1343**.

**TO SUBMIT A CLAIM:** Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

**PROPOSAL FORM**

**ON CALL SERVICES FOR CATCH BASIN CLEANING  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES LISTED ABOVE

1. Contract Services:

Contract services for the project listed above.

Cost per Catch Basin Cleaned \$ 69,000

Total Proposed Cost \$ 20,700,000 (300 catch basins)

The undersigned acknowledges:

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

Company: Wind River Environmental  
Signed by: Richard Berthiaume  
Printed or typed name: Richard Berthiaume Manager  
Address: 2 Thibeault Drive Bow, NH 03304  
Telephone number: 603-424-4600 fax number: 603-856-8657  
Toll free number: \_\_\_\_\_ e-mail: RBERTHIAUME@WRENVIR.ENVIRONMENTAL.COM  
Cell phone number: 603-491-2992  
Primary point of contact: MARK THOMPSON 603-493-1519  
Payment terms and conditions: Net 30

Please fill out, sign and return to:

Town of Hudson  
Town Clerk's Office  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhina@hudsonnh.gov](mailto:edhina@hudsonnh.gov)

**Due Date/Time: May 25, 2023, Not Later Than 11:00 AM**

**SPECIFICATIONS EXCEPTION FORM**

**ON CALL SERVICES FOR CATCH BASIN CLEANING  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

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

---

---

---

---

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

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

Signed: Richard Beethiame **RICHARD BEETHIAME MANAGER**

**I DO** meet specifications

Signed: \_\_\_\_\_

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

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



**"ON CALL SERVICES FOR CATCH BASIN CLEANING "**  
**TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

Company Wind River Environmental

Taxpayer identification number 04-3487677

Authorized signature Richard Berthiaume MANAGER

Date 5/18/23

Address 2 Thibault Drive Bow NH  
03304

Telephone 603-424-4600

Toll-free number —

Fax number 603-856-8657

E-mail address R.Berthiaume@WREnvironmental.com  
MThompson2@WREnvironmental.com



# Eastern Pipe Service, LLC

Eastern Pipe Service – Qualifications – References Statement  
CB Cleaning/Vac Services - Work History of Similar Projects All completed on time and within budget.

City of Manchester – CB Cleaning and Inspection Program – Annual Contract – 2012-2019-2022  
Benjamin Lunstead – 603-624-6527 QTY = 3,530 CB – Annual Contract FY21 270-01

City of Laconia – Wet Well Cleaning VAC Service – Project 1805-1 2018, 2019-2022  
Matt Mooney – 603-528-6379

Maine DOT Region 2 - CB Cleaning & Vacuum Services – Annual Contract 2013-2015- 2016  
Randy Butterfield – 207-624-8230 Contract Renewal 2019 -2022 QTY: 1853 CB Annual

Town of Seabrook NH – CB Cleaning Annual Contract – 2010-2014- 2016-2018 -2022  
John Starkey – 603-474-9771 QTY: 700 CB - Annual

UNH Facilities- Durham NH - Annual Contract – QTY 200 CB - Glen Tuttle – 603-815-2495

Town of Durham NH – CB Cleaning Bid - Annual Contract – 2017 – 2022  
Samuel Hewitt – DPW Superintendent – 603-493-4600 QTY: 200 CB - Annual

Town of Raymond NH – CB Cleaning Services Bid Annual Contract – 2016 – 2019  
Craig Sykes – Highway Superintendent – 603-895-3880 QTY = Hourly – 40 Hours

MA Hampshire Council of Governments – CB Cleaning Contract 2017- 2019, 2020-2022  
Belchertown MA DPW – 200 hours- annual CB Cleaning – Chris Laurenzo -413-284-7451

## Listing of Equipment Available to Perform This Work:

VACTOR 2100 Plus Combination Jet/VAC Cleaners – 3 Available

2019 VACTOR Model 2115 – EQ8886 – 15 Cubic Yard Enclosed Debris Body – 1500 Gallon Water Tank  
Roots 824-RCS/18” Blower – 3800 CFM Triplex Vac System – 20 FT of Vacuum ( Suction )

2015 VACTOR Model 2115 Plus – EQ6287- 15 Cubic Yard Enclosed Debris Body -1500 Gallon Water Tank  
Roots 824-RCS/18” Blower – 4460 CFM Triplex Vac System – 20 FT of Vacuum ( Suction )

2012 – Freightliner Vactor Model 2115- EQ5914 – 15 CY Debris Hopper – 1500 Gallon Water Tank  
Roots 824-RCS/18” Blower – 3800 CFM Vac System – 20 FT of Vacuum (Suction)

# BID BOND

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

**BIDDER (Name and Address):**

WIND RIVER ENVIRONMENTAL LLC DBA EASTERN PIPE SERVICE  
2 THIBEAULT DRIVE  
BOW, NH 03304

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

ATLANTIC SPECIALTY INSURANCE COMPANY  
222 SOUTH HARBOR BLVD., SUITE 900  
ANAHEIM, CA 92805

**OWNER (Name and Address):**

TOWN OF HUDSON  
12 SCHOOL STREET  
HUDSON, NH 03051

**BID**

Bid Due Date: MAY 25, 2023

Project (Brief Description Including Location):

ON CALL SERVICES FOR CATCH BASIN CLEANING  
TOWN OF HUDSON, NH

**BOND**

Bond Number: N/A

Date (Not later than Bid due date): MAY 5, 2023

Penal Sum: FIVE PERCENT OF TOTAL BID AMOUNT  
(Words)

5% OF TOTAL BID AMOUNT  
(Figures)

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

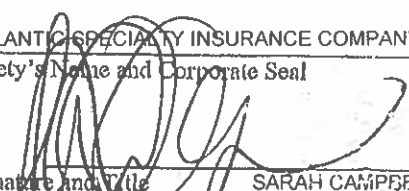
**BIDDER**

**SURETY**


WIND RIVER ENVIRONMENTAL LLC  
DBA EASTERN PIPE SERVICE (Seal)  
Bidder's Name and Corporate Seal

ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)  
Surety's Name and Corporate Seal

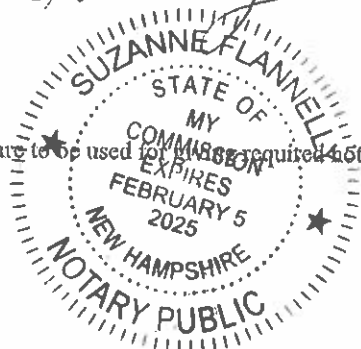
By:   
Signature and Title

By:   
Signature and Title SARAH CAMPBELL  
(Attach Power of Attorney) ATTORNEY-IN-FACT

Attest:   
Signature and Title

Attest:   
Signature and Title RACHEL A. MULLEN  
WITNESS TO SURETY

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



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

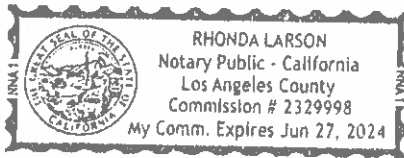
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of LOS ANGELES

On MAY 05 2023 before me, RHONDA LARSON, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person  whose name  is/ subscribed to the within instrument and acknowledged to me that  she/ executed the same in  her/ authorized capacity , and that by  her/ signature  on the instrument the person , or the entity upon behalf of which the person  acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public  
RHONDA LARSON, NOTARY PUBLIC

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Timothy J. Noonan, Janina Renee Beaudry, Michelle Haase, Jennifer Ochs, Charles R. Teter, III, D. Garcia, Erin Brown, B. Aleman, Edward C. Spector, Simone Gerhard, Marina Tapia, Ethan Spector, KD Wapato, Sarah Campbell, Shawndrae N Johnston, Sandra Corona, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognition or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

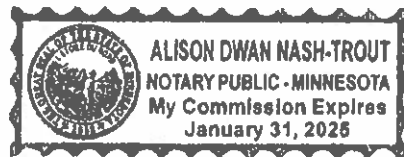
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

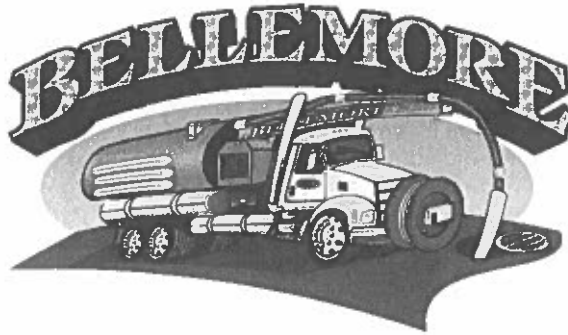
Signed and sealed. Dated 5TH day of MAY, 2023.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary





## Town of Hudson Storm Drain Cleaning Proposal

1. Bellemore Septic, Sewer & Drain, founded in 2001, has engaged in storm drain and sewer maintenance, inspection, and repair ongoing for over 21 years. We currently operate a fleet of ten (10) state-of-the-art combination jet vac trucks made by Vactor, the industry leader in Jet Vac truck technology and sales. We also provide camera inspection, pipe relining, septic and sewer pumping, plus line thawing among other services.
2. Similar projects we have performed have included the City of Manchester, the City of Dover, the City of Somersworth, and the City of Keene. We currently provide services for over 50 towns in NH, ME, VT, and MA.
3. Our references are:
  - Town of Amherst  
Joe Jordon (603) 673-2317  
22 Dodge Road  
Amherst, NH  
[jjordon@amherstnh.gov](mailto:jjordon@amherstnh.gov)
  
  - Town of Epping  
Dennis Koch (603) 679-5441  
157 Main Street  
Epping, NH





State of NH Turnpike Division  
Vinnie Benincasa (603) 485-9596  
[ybenincasa@dot.state.nh.us](mailto:ybenincasa@dot.state.nh.us)

4. Bellemore is very capable of securing time and staff to complete this work. Some of the current contracts we have secured to work on, related to this type of work, include the Town of Amherst, Meredith, Gilford, Moultonboro, Epping, Windham, plus others.
5. Average storm drain cleaning is generally 2-30 storm drains per day depending on variables such as debris level, location of dumpsite, proximity of catch basins from each other, etc. This work is estimated to take between 10-15 days.
6. The cost per catch basin is Eighty-Five Dollars (\$85.00/basin). Estimated at 300 catch basins, as stated in this bid specification, (300 basins x \$85/each) the total cost is estimated at \$25,500.00.

Thank you for your consideration on this project.

**Bellemore Septic, Sewer, and Drain, PO Box 10369, Bedford, NH 03110**  
**603-641-6640** **www.bellemore.com**

**"ON CALL SERVICES FOR CATCH BASIN CLEANING "**  
**TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

Company Bellefleur Property Services LLC

Taxpayer identification number 02-0525984

Authorized signature 

Date 5/24/23

Address Po Box 10369, Bedford NH

Telephone (603) 641-6640

Toll-free number \_\_\_\_\_

Fax number (603) 641-6610

E-mail address Raymond@bellefleur.com

**SPECIFICATIONS EXCEPTION FORM**

**ON CALL SERVICES FOR CATCH BASIN CLEANING  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

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

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

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

Signed:  \_\_\_\_\_

**I DO** meet specifications

Signed: \_\_\_\_\_

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

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

Company: Bellenore Septic Sewer - Drain

Signed by: 

Printed or typed name: Raymond P Bellenore Jr

Address: PO Box 10369 Bedford NH 03110

Telephone number: 603 641-6640 fax number: 603 641-6610

Toll free number: \_\_\_\_\_ e-mail: raymond@bellenore.com

Cell phone number: 603 396-2131

Primary point of contact: Raymond Bellenore

Payment terms and conditions: 30 Days upon invoice

Please fill out, sign and return to:

Town of Hudson  
Town Clerk's Office  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: May 25, 2023, Not Later Than 11:00 AM**

**PROPOSAL FORM**

**ON CALL SERVICES FOR CATCH BASIN CLEANING  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES LISTED ABOVE

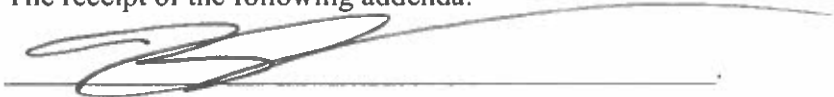
**1. Contract Services:**

Contract services for the project listed above.

Cost per Catch Basin Cleaned \$ 85.00 / Each

Total Proposed Cost \$ 25,500.00 (300 catch basins)

The undersigned acknowledges:

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

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

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

Company: Bellamore

Signed by: 

Printed or typed name: Raymond P Bellemore

Address: PO Box 10369 Bedford NH 03110

Telephone number: (603) 641-6640 fax number: (603)

Toll free number: \_\_\_\_\_ e-mail: raymond@bellemore.com

Cell phone number: 603 396-2131

Primary point of contact: Raymond P Bellemore

Payment terms and conditions: 30 DAYS

Please fill out, sign and return to:

Town of Hudson  
Town Clerk's Office  
12 School Street, Hudson, NH 03051  
603-886-6003;  
[estrout-lizotte@hudsonnh.gov](mailto:estrout-lizotte@hudsonnh.gov)

**Due Date/Time: May 25, 2023 Not Later Than 11:00 AM**

## QUESTIONS AND ANSWERS RELATED TO THIS PROJECT

### DESIGN / BUILD SERVICES FOR MARSH ROAD WATER PUMP STATION TOWN OF HUDSON, NEW HAMPSHIRE

Question 1: The RFP is for "On-Call" services however the RFP states that 300 assets to be cleaned annually. There are no other terms about on-call services. Are the 300 identified assets to be cleaned on an on-call status or should we expect that work and be on-call for future work?

Answer 1: The winning contractor will be expected to perform up to 300 catch basin cleaning between July 1, 2023 and June 30, 2024. All work will be based on planned schedule, not emergency basis. Please refer to Scope of Work chapter for additional information.

Question 2: The term "On-Call" does it refer to emergencies or just when catch basins need to be cleaned for work or inspections?

Answer 2: All proposed work will be based on planned schedule and not on an emergency basis. The "on call" term refers to the contractor being available for these services.

Question 3: Are the assets that need to be cleaned grouped in close proximity or are they spread out all over town?

Answer 3: All the catch basins are around Robinson Pond and Ottarnic Pond. All work will be scheduled and maps will be provided ahead of the work.

Question 4: Due to the proximity of TMDL's, is decanting the vac truck(s) back into the catch basin allowed?

Answer 4: Water will be decanted into basins that will be designated by Hudson Public Works Department, ahead of the planned work.

Question 5: When was the last time these catch basins were cleaned?

Answer 5: Approximately 3 years ago.

Question 6: What is required response time for the on-call services?

Answer 6: All work will be based on planned schedule with five business days for response time

Question 7: What are the Work Hours?

Answer 7: 7 AM- 7 PM, Monday – Saturday

Signed: \_\_\_\_\_

I DO understand the above and agree to meet specifications

Signed: \_\_\_\_\_

I DO NOT meet specifications as listed in this amendment

# **REQUEST FOR PROPOSAL**

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## **ON CALL SERVICES FOR CATCH BASIN CLEANING TOWN OF HUDSON, NH**

**Prepared for**

**Town of Hudson  
Engineering & Public Works Department  
12 School Street  
Hudson, NH 03051**

**April, 2023**



**Prepared by**

**Town of Hudson  
Engineering & Highway Department  
12 School Street  
Hudson, NH 03051**



Section	Total # of Pages
TOC	1

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FA	FORM OF AGREEMENT .....	5
BB	BID BOND.. .....	2
PB	PERFORMANCE BOND.....	2

## REQUEST FOR PROPOSAL

The Town of Hudson, New Hampshire wishes to engage the services of a qualified private firm to provide services of:

### ON CALL SERVICES FOR CATCH BASIN CLEANING

The CONTRACTOR must be lawfully engaged in the service of Catch Basin Cleaning in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **11:00 AM on MAY 25, 2023** from interested firms, to be eligible for consideration by the Town. Proposal shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

### "ON CALL SERVICES FOR CATCH BASIN CLEANING" HUDSON, NEW HAMPSHIRE

Requests may be issued only by the Town Engineer, or his designee, to authorized firms, and are not transferable unless authorized by the Town Engineer or his designee.

Complete copies of RFP are available from:

Mr. Elvis Dhima, P.E.  
Town Engineer  
Town Hall  
12 School Street  
Hudson, NH 03051  
[edhima@Hudsonnh.gov](mailto:edhima@Hudsonnh.gov)

**All proposals received will be considered confidential and not available for public review until after a vendor has been selected.**

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for **ON CALL SERVICES FOR CATCH BASIN CLEANING** will not be considered.

All proposals are advertised, at the Town's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
Town Hall Hudson, NH	Post at Town Hall	12 School Street, Hudson NH 03051	603.886.6008 603.594.1142(fax)	<a href="mailto:edhima@hudsonnh.gov">edhima@hudsonnh.gov</a>

TOWN OF HUDSON, NEW HAMPSHIRE

Mr. Elvis Dhima, PE, Town Engineer

Date: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: MAY 25, 2023 NOT LATER THAN 11:00 AM AT THE TOWN HALL OFFICES, 12 SCHOOL STREET, HUDSON, NH.**

**NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT TOWN HALL ON MAY 4, 2023 AT 11:00 AM.**

**ALL QUESTIONS DUE BY MAY 18, 2023 AT 11:00 AM.**

**PREPARATION OF PROPOSALS:**

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Hudson or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Town Engineer, Elvis Dhima ([edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)) no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposals will be provided to all Proposers of record that attended the mandatory pre-proposal meeting.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

NON - MANDATORY PRE-BID MEETING:

All Proposers are encouraged to attend the pre-proposal meeting at the **TOWN HALL** at **11:00 AM on MAY 4, 2023**.

SUBMISSION OF PROPOSALS:

**Proposals must be submitted at the Clerk's Office, Town Hall Offices, 12 School Street, Hudson NH by 11:00 AM MAY 25, 2023** as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

BID BOND

Each Bidder shall accompany the proposal with a bid guarantee in the form of Cashier's Check, or a Certified Check payable to the Town of Hudson, or a Bid Bond secured by a guaranteed company or surety company licensed to operate in the State of New Hampshire in the amount of 5% of the Bid. (See Attached).

The bid guarantees of the unsuccessful Bidders shall be returned as soon as practicable.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Engineer at least 1 day before Proposal opening.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before

the exact time set for opening of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

PROPOSAL RESULTS:

**All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.**

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of a coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The OWNER reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations.

## PROJECT BACKGROUND

The Town has identified approximately 300 catch basins that drain into waterways that have been deemed as impaired waters by EPA. These basins need to be cleaned on an annual basis to maintain compliance with the MS4 Permit. This project will be 100% funded by the Town of Hudson with ARPA funds.

## SCOPE OF SERVICES

The Town of Hudson Engineering and Public Works Departments are soliciting Contractor services for

### **CATCH CLEANING SERVICES**

The work will include the following:

- Cleaning catch basins with a vacuum truck
- Cleaning the catch basin structure with pressurized water
- Rinsing/removing residual sand and debris from around catch basin grate
- Record work performed
- Perform a safety inspection of each basin looking for things such as cracked grates, structural issues – report any issues to town.

All prices include mobilization, truck cost, & labor costs

The Town of Hudson DPW will provide a clean water source, a disposal site, an iPad to record cleaning and an employee to provide direction/iPad recording

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations, but no later than **July 1, 2023**. The Contractor will be able to start work as of **July 1, 2023** weather dependent and must be substantially complete on or before **June 30, 2024**.

## APPROXIMATE BUDGET FOR SERVICES

The budget is \$30,000

## TRAFFIC CONTROL/MAINTENANCE

The Town reserves the right to hire Hudson Police Department or Public Works Department staff directly to reduce the cost of the traffic control/maintenance, if necessary.

## PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals. Additional or more

detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in **one (1) original and one (1) identical copy**.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last ten (5) years that are of similar size and scope. References shall include a brief description of the project and the services provided.

3. Project Approach and Resources

The Proposer shall provide specifics of their ability and time to secure staff and construction materials. The Proposer shall also describe recent similar contracts they have in place with other municipalities any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

4. Schedule

The Schedule for this work shall be no more than 30 days start to finish. The Proposer shall provide a brief description of their ability to meet the schedule for catch basin cleaning services.

5. Cost Proposal

**The cost proposal shall be based on a cost per catch basin. All costs shall include mobilization/demobilization, labor, material, fuel, and transportation. The Town shall have the right to add additional work if the budget allows. In the case of inclement weather the town will only pay for the catch basins completed for that day.**

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as

responsive and responsible, a prospective Engineering Firm/Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the cost and experience of the engineering firm /contractor and schedule.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

The evaluation criteria will be weighted as follows:

- Cost / Price per catch basin = 50%
- Ability to secure staff / Schedule flexibility = 15%
- Ability to complete all required services= 15%
- Similar contracts with other municipalities = 10%
- Interview = 10%

**Town reserves the right to reduce the number of catch basins to be serviced. Town reserves the right to hire more than one contractor for these services, if we deem it to be beneficial.**

#### CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

- a. Definitions. As used in this provision:  
“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.  
  
“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- b. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

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



- c. All protests shall be resolved in accordance with the municipality's protest policy and procedures, copies of which are maintained at the municipality.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Contractor's proposal in response to the RFP, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the Town reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFP shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer, the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the Town, at the Proposer's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the Town certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Town's request. Such certificates shall name the Town of Hudson as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town and proof of subsequent insurance upon cancellation of prior policy.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the Proposer shall, or shall cause any carrier engaged by the Proposer, to insure all shipments of goods for full value.

If the contract with the Proposer involves the performance of work by the Proposer's employees at property owned or leased by the Town, the Proposer shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Proposer be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

The Engineering firm will carry Professional Liability Insurance up to the cost of the project in addition to general liability insurance carried from the contractor.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town's property. If any Contract is terminated by the Town as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the Town of Hudson from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the Town of Hudson harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Town of Hudson and the successful Proposer shall belong exclusively to the Town.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Hudson all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Hudson.

PAYMENT:

Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule listed in the Form of Agreement after receipt of invoice by the Town.

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

FUNDING OUT:

The Town of Hudson's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract at any time, due to the non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the Town of Hudson.

INSPECTION & EVALUATION:

The Town of Hudson reserves the right to inspect the Contractor's facilities during operating hours to determine that the level of inventory is adequate for the Town's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE NOISE ORDINANCES

All work shall be conducted in conformance with the Town's Code Part II General Legislation

1. Chapter 249-4, Prohibited Noise Emissions and Conditions

The Town Code can be viewed on-line at <http://ecode360.com/HU1110>

GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12 month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

SEVERABILITY:

If any of this Request for Proposals or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other this Request for Proposals or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The Town hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, and offer and qualification/experience statement.

Vendors shall also mean Proposers, bidders, contractors or any person or firm responding to a Request for Proposals.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Hudson. Any disputes shall be resolved within the venue of the State of New Hampshire and Hillsborough County.

*FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSALS MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.*

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.*

## **PROPOSAL SUBMISSION CHECKLIST**

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and one (1) identical copy** as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Alternate Form W-9
4. Town of Hudson Indemnification Agreement

**The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Hudson) that meets the minimum required types and levels of coverage. In addition, as noted in the RFP the Contract will be required to provide and Performance and Payment bond to the Town.**



# TOWN OF HUDSON

## Finance Department



GB  
Agenda  
6-13-23

**To:** Board of Selectmen, Hudson, New Hampshire 03051 • Tel: 603-886-6000 • Fax: 603 881-1199  
Steve Malizia, Town Administrator

**RECEIVED**

**From:** Lisa Labrie, Finance Director *LL*

MAY 26 2023

**Date:** May 25, 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

**Subject:** Contract Award for Design and Construction Services – Marsh Road Pump Station.

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

**Recommendation:**

To award the contract for design and construction services for the Marsh Road Pump Station to RH White Construction, Inc.

**Information:**

The Town has one (1) booster station which is entirely underground. It is over 36 years old. In 2022, in Stage I, we began the process towards reconstruction by purchasing material and equipment for it. Stage II was to go out for bid to find a company to design and re-construct it.

The bid request was advertised and bid invitations were sent to four (4) vendors. A mandatory pre-bid meeting was held on May 5, 2023 and four (4) attended. We budgeted \$375,000 for the building phase.

On May 19, 2023, we received two (2) bids as follows:

RH White Construction, Inc.	\$398,127.
Hampstead Area Water Svc. Co (HAWSCO)	\$421,000.

**Funding:** The costs of this award are to be charged to account no. 5592-401, Water – Operation & Maintenance, Lg. Operating Equipment.

Should the Selectmen agree with the recommendation to hire the lowest bidder, the following motion would be appropriate.

**Motion:** To award the contract for design and construction services for the Marsh Road Pump Station to RH White Construction, Inc. for the amount of, not to exceed, \$398,127. Costs are to be charged to Water Fund Account # 5592-401. Project is not to be started until FY24.

**Recommended by the Town Engineer and Finance Director.**

**Cc:** Elvis Dhima, Town Engineer





# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: May 19, 2023

RE: Marsh Road Pump Station Design/Built

The Town of Hudson currently operates only one entirely underground booster station. This booster station facility is over 36 years old and is in need of an upgrade and repair. In 2022 we purchased the pumps, motors, canisters and variable frequency drive (VFD) and planned to bid the building construction in 2023.

We advertised on the town website and in the Union Leader on April 6, 2023. On May 5, 2023 we held a mandatory pre-bid meeting and four parties attended. In addition, we sent the bid invitations to four different vendors. We budgeted \$375,000 for the building phase.

On May 19, 2022, we received two bids as follows:

RH White Construction, MA:	\$398,127
HAWSCO, NH	\$421,000

After reviewing the scope of work the Town Engineer's recommendations to the Board of Selectmen is to hire the low bidder.

### Motion

**To approve the contract for design and construction services for Marsh Road Pump Station to RHW Construction Inc. for the amount of, not to exceed \$398,127, using account 5592-401.**



Mandatory Pre Bid Meeting MAY 5th @ 10:00 AM - MARSH ROAD PUMP STATION

Company	Rep's Name	Email	Phone Number
Town of Hudson	Elvis Dhima	edhima@hudsonnh.gov	603-318-8286
<del>Town of Hudson</del>	<del>Donnald Kirkland</del>	<del>dkirkland@hudsonnh.gov</del>	<del>603-3809-0229</del>
Accura Const	Gary Somena		
Accura Const.	Jeff Muhonen	Jeff@accura.corp.com	603-878-4024
HAWSCO	Eric Murphy	estimath@hawsconh.com	603-489-9802
WESTON + SAMPSON	Jeff McClure	mccclurej@wscinc.com	603 431 3737
United Concrete	Patty Norton	Patty@unitedconcrete.com	203 269 3119 X411
RH White Construction	Chase Phenejar	chphenejar@RHWhite.com	508-446-4353
RH WHITE CONSTRUCTION	CHRIS AGUIAR	CAGUIAR@RHWHITE.COM	508-769-5486

010-075400 v.p.  
R.H. White

**PROPOSAL FORM**

**DESIGN/BUILD SERVICES FOR  
MARSH ROAD BOOSTER STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

**1. Construction Services :**

Design and built services for the project listed above.

\$ 398,127.<sup>00</sup>

Three Hundred Ninety-Eight Thousand, One Hundred Twenty Seven and <sup>00</sup>/<sub>100</sub>

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

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

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

The undersigned acknowledges:

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

Company: RH White Construction Co., Inc.

Signed by: 

Printed or typed name: Tom White

Address: 41 Central St. Auburn, MA 01501

Telephone number: 508-832-3295 fax number: 508-832-7084

Toll free number: 800-922-8182 e-mail: LmcGee@RHWhite.com

Cell phone number: 508-320-3633

Primary point of contact: Larry McGee

Payment terms and conditions: Net 30 Days

**Please fill out, sign and return to:**

Town Clerk  
Roger Ordway  
12 School Street, Hudson, NH 03051  
603-886-6003  
[rordway@hudsonnh.gov](mailto:rordway@hudsonnh.gov)

**Due Date/Time: MAY 19, 2023, Not Later Than 10:00 AM**

**SPECIFICATIONS EXCEPTION FORM**

**DESIGN/BUILD SERVICES FOR  
MARSH ROAD BOOSTER STATION  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

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

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

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

Signed:  \_\_\_\_\_  
**I DO** meet specifications

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

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


**DESIGN/BUILD SERVICES FOR  
MARSH ROAD BOOSTER STATION  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

Company RH White Construction Co., Inc.

Taxpayer identification number 042133102

Authorized signature 

Date 5/19/23

Address 41 Central St. Auburn, MA 01501

Telephone 508-832-3295

Toll-free number 800-922-8182

Fax number 508-832-7084

E-mail address L.McGee@RHWhite.com

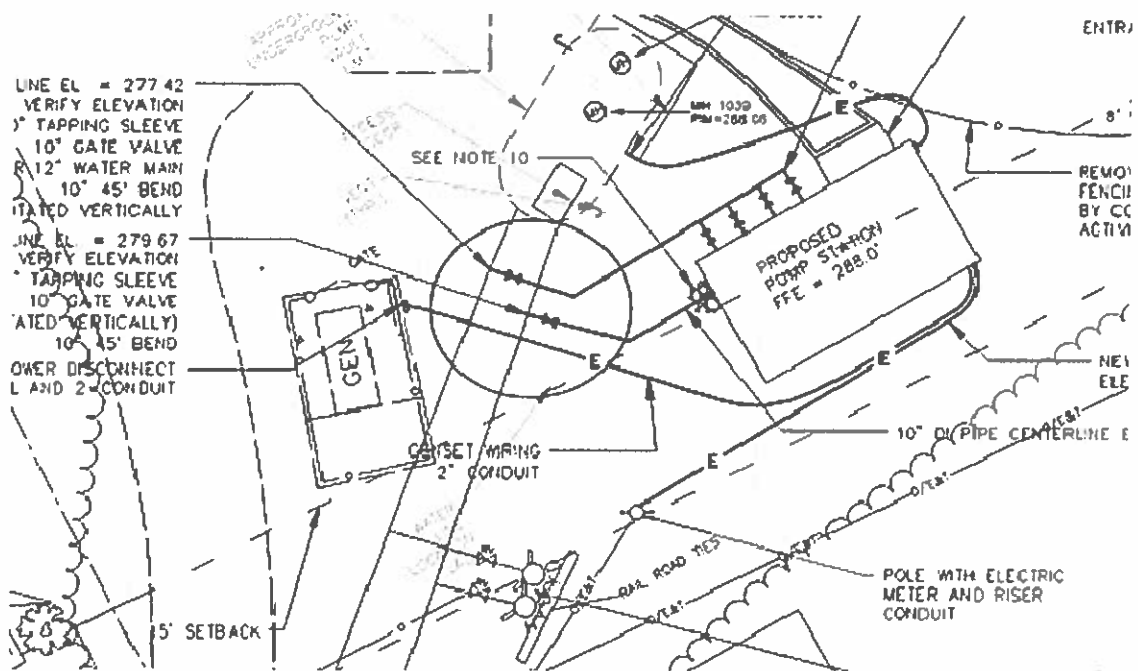
## QUESTIONS AND ANSWERS RELATED TO THIS PROJECT

### DESIGN / BUILD SERVICES FOR MARSH ROAD WATER PUMP STATION TOWN OF HUDSON, NEW HAMPSHIRE

Question 1: Please provide cut sheets for the pumps, motors, canisters, and VFDs that have already been purchased.

Answer 1: Shop Drawings have been provided on the Town website

Question 2: Please elaborate on the bullet, "The proposed work will include all water piping installation within 5 feet of the building." For example, are Tap & Sleeves, Piping, and valve headers included in the scope of this contract. See image below from Drawing C001:



Answer 2: Water pipe work will only include only the pipe within 5 feet from the building foundation. No tap and sleeve will be required for this phase of the project.

Question 3: Based off of our preliminary estimates, our proposal for this project is expected to exceed the approximated budget of \$400,000. Is this budget flexible, or are there additional funds available?

Answer 3: All bids will be evaluated, even if they are over the budget.

Question 4: What are the Work Hours?

Answer 4: 7 AM- 7 PM , Monday – Saturday



Question 5: We are going to provide a new Electrical service from the Utility Pole to the new building in this phase or just stop the conduit 5' short of the building and Phase 2 will complete the service?

Answer 5: The contractor is required to provide all piping from the proposed building to five feet outside the building. You are not required to go to the pole and you are also not required to install a new service on this phase of the project.

Question 6: We are just installing the conduits from the generator to 5' short of the building.

Answer 6: The contractor is required to provide all piping from the proposed building to five feet outside the building. You do not need to install conduit all the way to the generator, that task will be on the next phase.

Question 7: It calls for (2) 2" pvc conduits from the building to the Vault , is this electrical or Mechanical conduits and are these getting installed this phase?

Answer 7: The 2 -2" conduits are for electrical and SCADA (coms), from the existing vault to the new building. The coms will not be required on this phase. The second 2" conduit can be used for the temporary electrical supply for heating the new building.

Question 8: Is the new building and foundation part of Phase 1 or Phase 2, I assume Phase 1 and we would need to install our grounding?

Answer 8: Phase 1 was the purchase of the motors, pumps, canisters and VFDs, which is complete. Phase 2 is the installation of the building with all the components provided by the town ( as listed above) and all the piping within the building plus five feet out ( from the building to 5 feet out, not the other way around). Phase 3 will consist of connecting all the water pipes, electrical services, coms, programing execution, connected to the generator, turnkey ready . Contractor shall decide if grounding will be included on their proposal , or not,

Question 9: How far is the existing building to the new building for the temporary heating circuit, and do you know what size heater and voltage the heater will be so I can size the circuit correctly?

Answer 9: The proposed building is approximately 15 feet away from the existing vault, please see plans for additional details. It will be up to the contractor to determine the size of the heater, which could be temporary, to keep the building above freezing conditions.

Signed: \_\_\_\_\_


I DO understand the above and agree to meet specifications

Signed: \_\_\_\_\_

I DO NOT meet specifications as listed in this amendment

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

Company: RH White Construction Co., Inc.

Signed by: 

Printed or typed name: Tom White, President

Address: 41 Central St. Auburn, MA 01501

Telephone number: 508-832-3295 fax number: 508-832-7084

Toll free number: 800-422-8182 e-mail: LMcGee@RHWhite.com

Cell phone number: 508-320-3633

Primary point of contact: Larry McGee

Payment terms and conditions: Net 30 Days

Please fill out, sign and return to:

Town of Hudson  
Town Clerk's Office  
12 School Street, Hudson, NH 03051  
603-886-6003;  
[cstrout-lizotte@hudsonnh.gov](mailto:cstrout-lizotte@hudsonnh.gov)

**Due Date/Time: May 19, 2023 Not Later Than 10:00 AM**

**DESIGN/BUILD SERVICES FOR  
MARSH ROAD BOOSTER STATION  
Town of Hudson  
Insurance Requirements for All Contractors**

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

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

**Additional Coverage to Include**

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

**Commercial Automobile Liability**

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

- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

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

**Workers Compensation**

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

**Commercial Umbrella**

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

**Other**

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

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



**Town of Hudson, NH  
Marsh Water Pump Station  
33 Riviera Road, Hudson NH**

Date	RHW Officer	Division Manager	Account Manager	Project Estimator
5/19/2023	Tom White, President	Chris Aguiar	Larry McGee	Chase Phenegar



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## Section 2 – THE TEAM

### R.H. WHITE MANAGEMENT TEAM

Chris Aguiar	CSD Business Unit Leader
Larry McGee	Account Manager
John Solitro	On-Site Superintendent

### R.H. WHITE ESTIMATING TEAM

Chase Phenegar	Assistant Account Manager
Lauren Guba	Project Manager

### PROPOSED SUBCONTRACTORS

LaFleur Electrical Contractors	United Concrete Products
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## R.H. WHITE BACKGROUND

R.H. White has been in business since 1923, a period of **100 years** during which time our principal focus has been in the water and wastewater industry. With a diversely trained and skilled workforce, and the right equipment for any job, R.H. White supports our clients from groundbreaking to the last roof shingle and everything in between. We have gained a reputation as one of the premier commercial construction and service solutions providers in New England with an adequate staff of qualified personnel to meet the contract requirements. Our expertise is exceeded only by our commitment to serving our customers.

In addition, we offer the following benefits for your project:

- A company dedicated to achieving a Safety 24/7 – Incident Free Culture.
- An ability to manage multi-discipline, multi-faceted projects with an experienced team that largely self-performs work as well as availability of the equipment and labor to respond to whatever requirements are necessary to meet or exceed our customer's expectations.
- A management team who has successfully completed many energy and utility projects and that has established effective communication practices with a myriad of long-term customers on complex construction assignments.
- A professional Project Management staff that has completed numerous projects of all sizes, compositions, and complexities.
- A reputation of excellence as a well-established, long-time solutions and services provider that can respond to emergencies within the hour, 24 hours per day, 7 days per week.
- A company that employs 400+ employees including skilled tradesmen and other professionals experienced with all energy and utility project elements.
- A commitment to work collaboratively, with you, to complete projects safely, efficiently and with a high degree of quality.

Please review our Corporate Profile to learn more about our project approach and philosophies. We are available at your convenience to discuss any opportunities that you feel meet our expertise.

## CORPORATE PROFILE

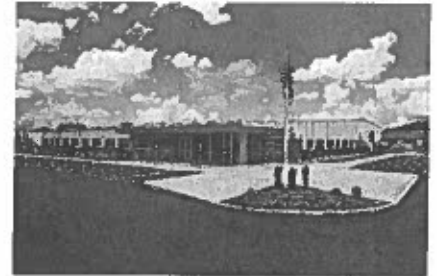
R.H. White Companies, Inc. has been providing design, construction, and management services to the energy, water and wastewater, industrial, corporate, institutional, and utility markets for 100 years. With annual revenues exceeding \$120,000,000, the company is comprised of four operating groups: Construction, Real Estate, Leasing, and Utility Management.

## CONSTRUCTION

R.H. White Construction Co. Inc. is one of the largest contractors specializing in **construction for utilities** in New England. From half-inch diameter gas piping to large municipal water piping to the construction of multi-million-dollar CNG/LNG facilities and treatment plants, our expertise covers a broad range of applications including water, wastewater, natural gas, propane, telephone, and cable.

In addition to utility contracting, the skills contained within the R.H. White 400-person workforce enable the company to provide **design/build** services to customers involved in **industrial manufacturing, commercial building, and utility projects**. Complex process piping, high tolerance concrete work, office or plant construction and renovation as well as historic building re-use are among the group's strengths.

While the company excels at managing multimillion-dollar design/build projects, we are available for any size job, be it a one-day pump replacement or a six-week construction of an engineered concrete machine base. Many customers utilize R.H. White Construction as an in-house facilities construction and maintenance service operating under annual contracts.



## EQUIPMENT

Effective utilization of capital is critical to providing the lowest overall cost to R.H. White customers. The Leasing Group manages more than 400 pieces of company-owned construction equipment and balances the needs of various divisions and operating units by deploying equipment where required.

## LOCATIONS

The company operates from three primary locations including Auburn, MA (corporate offices and training center), Bow, NH and East Hartford, CT. It also has additional operation and storage yards in North Andover, MA, Springfield, MA, and Manchester, CT for ease of dispatching equipment and materials.

## CUSTOMERS

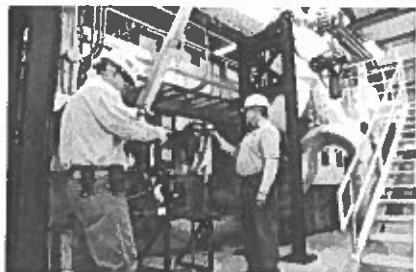
Some of the customers that the construction group serves on a regular basis include: Aquarion (MA, CT, NH), CBRE/Morgan Construction, City of Worcester, Columbia Gas of Massachusetts, Eversource (MA, CT), Connecticut Natural Gas, Liberty Utilities, Intel, Metso Automation, National Grid (MA, NH), NSTAR, Pennichuck Water Co., Rolls Royce Naval Marine Inc., Saint Gobain, Springfield Water, TransCanada, Unil, Verizon, Waters Corporation, Wyman Gordon and Yankee Gas.

## WHITEWATER - WATER UTILITY MANAGEMENT

Leveraging decades of experience in installing utility distribution and treatment facilities combined with a team of professional operators, that hold more than 125 drinking water operator licenses, the Utility Management Group provides operating services to more than 400 private and public water and wastewater treatment facilities. WhiteWater, Inc. located in Charlton, MA is the primary operating unit in this group.

WhiteWater offers services to treatment plants and water systems ranging from scheduled sampling and analysis to fully staffed, round the clock operations. Additionally, WhiteWater establishes and manages preventive maintenance, cross control connection, and inspection programs.

In addition to the hundreds of smaller systems utilizing these services, WhiteWater is responsible for all water and wastewater operations for the Town of Hudson, NH and the Town of Southbridge, MA.



## SAFETY

For R.H. White, the safety of everyone on our projects is our highest priority. It is not something we do, it is how we work. We have embraced the philosophy of Safety 24/7 and encourage all our employees to take responsibility for their safety as well as those around them, whether at home or on the job. We invest heavily in resources and training to meet our goal of providing an injury-free work environment and sending our employees home safely every evening.

Under the direction of our safety manager as well as four full-time safety officers, we provide ongoing safety training, site-specific safety plans, and routine analyses of job-site safety. Because we believe that a safe workplace fosters an efficient workforce—and that leads to high quality results for our customers. Some other details of note include:

- R.H. White Construction assigns a Safety Officer to every project.



- All field employees are minimum OSHA 10 certified. All superintendents are OSHA 30 certified.
- R.H. White has written safety and training programs and spends more than \$1.5 million annually to ensure its employees are trained appropriately.
- Our firm is a member in good standing of ISNetworld®
- We have received Safety Recognition Awards from the Associated Builders and Contractors (ABC) of Massachusetts for the past eleven years – most recently claiming the Platinum S.T.E.P award in 2020.

R.H. White espouses a Safety 24/7 philosophy as a core principal of our company culture. As part of that, our top Safety 6 focus items are **Daily Safety Plans, Personal Protective Equipment, Safe Driving, Fall Protection, Rigging and Excavation (Ladders, Shoring, Dig Safe)**. While these are our Top 6, they are by no means our only area of concentration. Our main goal is that every individual on the jobsite goes home safely after every shift.

### PRE-PLANNING PROCESS

R.H. White's Pre- Planning Process (P<sup>3</sup>) begins before a contract is signed ensuring that your expectations are aligned with our company capabilities and resources. During the preparation of the proposal, the estimating staff frames out the construction sequence and resource plan while also identifying any potential obstacles that may impede the safe and successful completion of your project. We utilize P<sup>3</sup> on all projects to improve our delivery and overall customer satisfaction. This allows us to reduce our internal costs and improve our productivity which is passed on to our customers.

After the project has been awarded the Project Management (PM) team begins a series of working sessions with our Estimating Team to develop the project. The PM team further refines the construction sequence; developing appropriate milestones and detailed schedules. Potential obstacles to success are identified and contingent alternatives are developed so that in the event any issues are encountered, a plan can be effectively and efficiently implemented. During the working sessions, the PM team draws on its own experience – as well as that of the field crews, company management, vendors, subcontractors and other PM teams – to develop the best plan. The PM team then seeks feedback on its plan through a series of Peer Reviews. The peer reviewers consist of company management, field staff, and PM team members from other projects to ensure we are receiving an objective outside perspective. An initial Peer Review is conducted prior to project commencement with follow-up reviews at 25%, 50% and 80% completion.

One major benefit of P<sup>3</sup> is improved communication within the project team and with you – the customer. P<sup>3</sup> requires that the plan be communicated throughout the entire team, including field labor, so that all parties understand the nature of the project, the long-term goals, and their daily, weekly, and monthly tasks as outlined in the plan. It also gives the field workforce a feedback mechanism so that they can offer input on improving the process, schedule and quality of the project. P<sup>3</sup> is used on all customer projects, at a level appropriate to the size and complexity of the project. As an example, for small service-based work the entire process described above may be consolidated and covered in under an hour. Conversely, for a multi-million-dollar design/build project the process will include numerous meetings spread over the lifecycle of the project.

## **FINANCIAL**

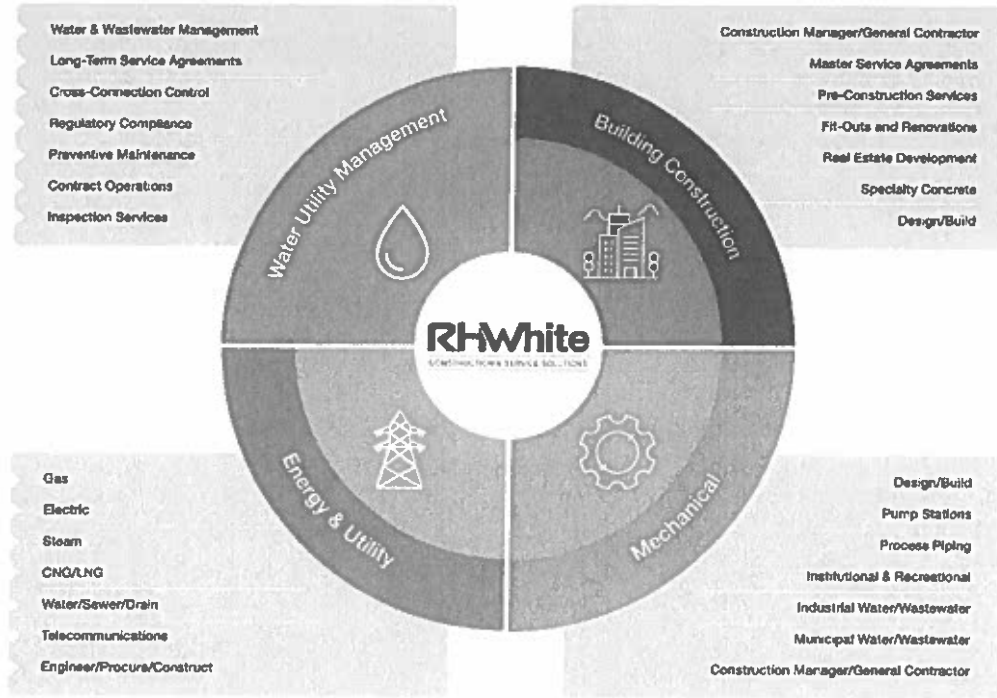
R. H. White is financially secure with the ability to support the cashflow requirements associated with large scale projects.

- We are celebrating 100 years in business.
- The ownership structure and management are stable and sustainable.
- Fourth-generation ownership.
- Audited financials are available upon request.

## **PROFESSIONAL ASSOCIATIONS/AFFILIATIONS:**

As a Massachusetts company operating throughout New England, we believe it is important to be involved in state and regional trade associations that support our local economy. Some of our affiliations include the following:

- Associated Builders and Contractors of Massachusetts and Connecticut
- Associated Industries of Massachusetts
- Massachusetts Water Works Association
- Massachusetts Water Pollution Control Association
- New England Water Works Association
- New England Water Environment Association
- Utility Contractors Association of New England
- Springfield Regional Chamber of Commerce
- Worcester Regional Chamber of Commerce



### SIMILAR PROJECT EXPERIENCE

A client reference list of similar projects we have competed is attached at the end of this document.

### Section 3 – EXECUTIVE SUMMARY

#### PROJECT BACKGROUND

The Town of Hudson, NH intends to install a pre-cast water pump booster station adjacent to the existing station located behind 33 Riviera Road in Hudson, NH in a three-phase project. In Phase 1, the pumps, motors, canisters, and VFDs were purchased by the town. Phase 2 and Phase 3 will involve the installation of the pre-fabricated booster station, mechanical installation, and electrical hook ups. Start up is expected at the end of Phase 3.

R.H. White is excited to partner with the Town of Hudson, NH on this project and looks forward to future opportunities.

## PROJECT LOCATION

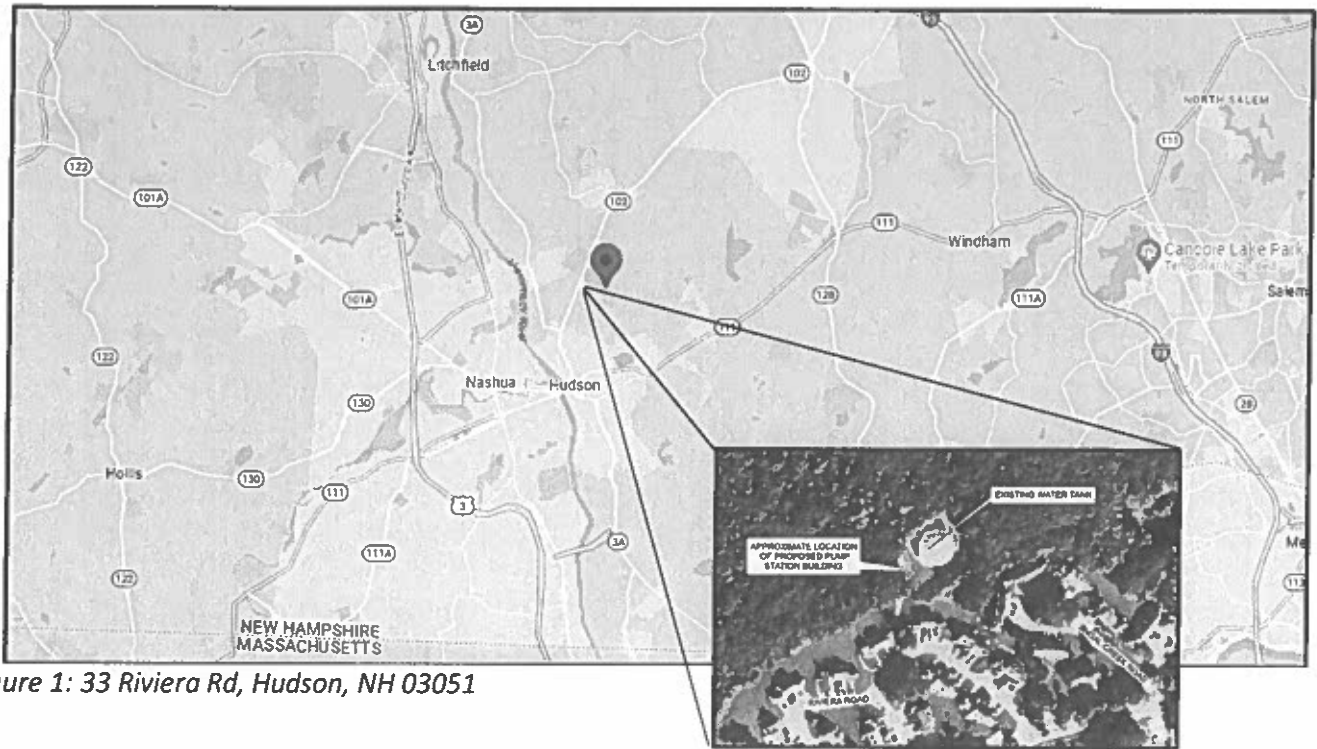


Figure 1: 33 Riviera Rd, Hudson, NH 03051

## PROJECT APPROACH

For this phase of the project, R.H. White proposes to perform the following work:

- Purchase the 23' x 14' x 10'2" pre-cast concrete building from United Concrete Products.
- Mobilize to site.
- Excavate area under proposed pre-cast pump station for DI water pipe and pumps.
- Install DI water pipe from pumps to the 10" x 6" x 10" MJ Tee at the end of the header section outside the proposed building.
- Install suction cannisters for pumps.
- Form, place, and pour housekeeping pads for pumps and plate over suction cannisters for future pump installation.
  - Pump installation to be performed in project Phase 3.
- Backfill excavation around suction cannisters and DI water pipe.
- Install pre-cast pump station (by United Concrete Products) with support from R.H. White.
- Excavate electrical trench from pre-cast pump station to existing vault for new conduit.
- Install new 2" PVC conduit from vault to pre-cast pump station with connections for heater and light (by LaFleur Electric).
- Backfill excavation around 2" PVC conduit.
- Excavate ground and place gravel walkway from driveway to pump station entrance.
- Form, place, and pour entrance pad for pump station.
- Demobilize.

## SCOPE OF WORK

### DIV 02 DEMOLITION, SITEWORK, UTILITIES

- **DEMOLITION**

- None in proposed scope for Phase 2

- **SITEWORK**

- Remove approx. 260 CY of existing soil and 39 CY of expected rock to allow for new pumps, DI pipe, and building foundation.
- Remove approx. 10 CY of existing soil to allow for 2" conduit to be run from the existing vault to the new building as well as from the building to 5' out for future generator and utility pole connections (Phase 3).
- All unsupported excavations will be sloped 1.5:1 to meet OSHA standards.
- Soil will be stockpiled onsite, then trucked offsite by RHW.
- New structural fill will be used during backfill process.

- **UTILITIES**

- Set pump suction cannisters.
- Set DI Pipe from pump suction cannisters through 10" x 6" x 10" MJ tee.

### DIV 03 CONCRETE

- **CONCRETE**

- Set approx. 80 sq.ft. of formwork for entrance pad, pump housekeeping pads, and mud slabs.
- Pour concrete for entrance pad, housekeeping pads, and mud slabs.

### DIV 13 PRE-FAB BUILDING

- **PRE-FABRICATED BUILDING**

- Purchase and install the 23' x 14' x 10'2" pre-cast concrete building.

### DIV 16 ELECTRICAL

- **ELECTRICAL**

- Installation of the 3" service conduit 5' from the building foundation. Conduit will turn up at the foundation and capped above grade to be utilized for Phase 3.
- Installation of the 3" generator power conduit and 1" generator start conduit. Conduit will be run under the slab and brought up below the ATS location on the drawings. Conduit to only extend 5' from the building.
- Installation of (2) 2" conduits between the valve vault and the new Pump Station. Conduits to be terminated in junction boxes at interior of new pump station.
- Provide 2 new breakers and wiring for the temporary heat and light. Temporary light includes (1) set of string with 10 lights and a light switch. Temporary heat includes (1) 240V AC QMARK Wall Unit Heater with mounting bracket.
- Permits and inspection fees.

### ESTIMATE BASIS

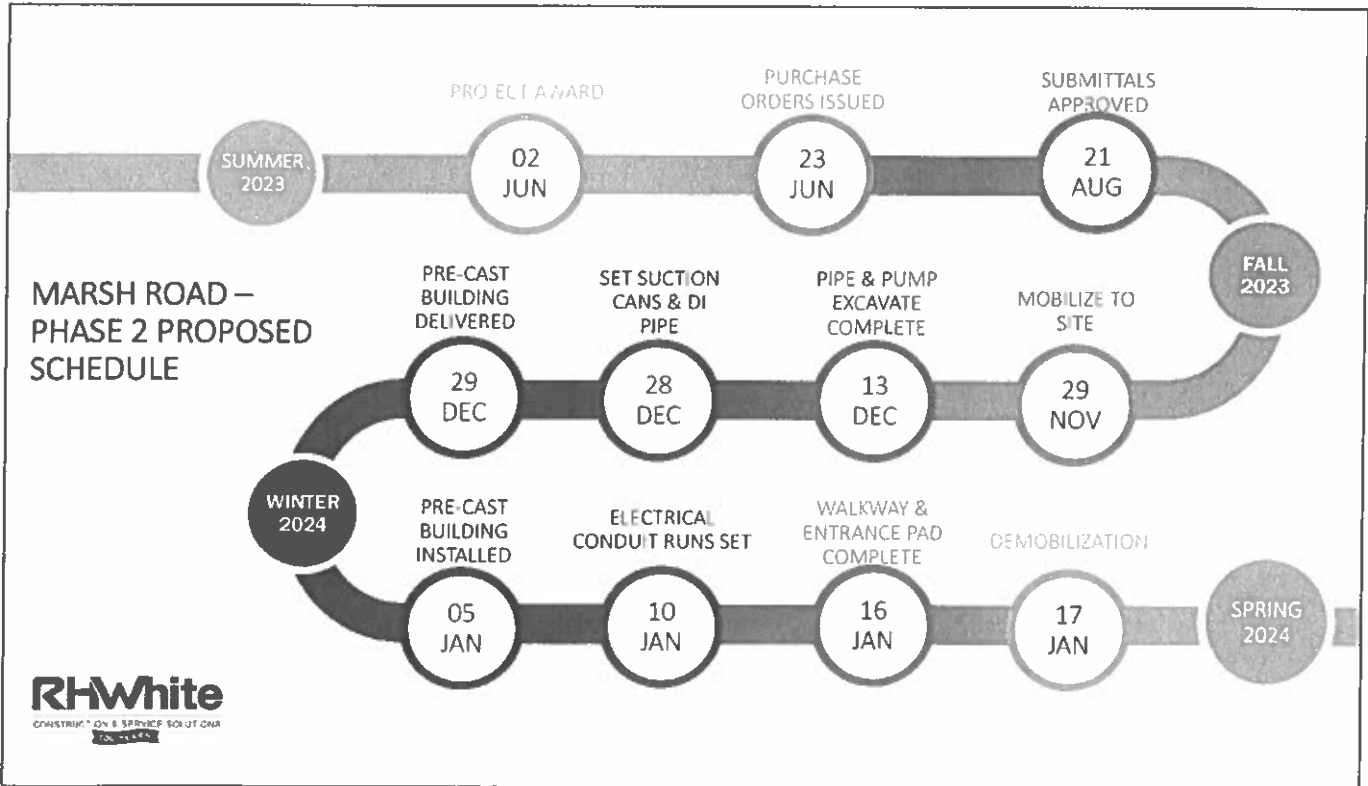
- Scope of work is based on the schematic design plans created by Weston & dated 2/18/22.
- A site visit has been performed to aid in this proposal.
- Pricing is based upon standard labor rates (not prevailing wages).

### COST SUMMARY

DIVISIONAL COST SUMMARY	COST
General Conditions	\$39,366
Site Preparation	\$87,374
Utilities	\$60,228
Pre-Fabricated Building	\$191,030
Electrical Work	\$20,129
<b>TOTAL</b>	<b>\$398,127</b>

### CONSTRUCTION SCHEDULE

Below is our preliminary project schedule for the work we've outlined in this proposal.



## Section 5 – ASSUMPTIONS, CLARIFICATIONS & EXCLUSIONS

### ASSUMPTIONS & CLARIFICATIONS

- Regular working hours of 7:00am to 3:30pm Monday through Friday.
- Existing soils are sufficient for all excavation methods and concrete bearing.
- No noise constraints during normal construction hours.
- RHW has assumed there are no underground obstacles i.e., ledge, pipes, mechanicals, conduits below grade that will interfere with construction.
- Work zone will be clear, safe in accordance with RHW safety policies, fully accessible, and ready for work during the entire project.
- Pumps, motors, and VFDs will remain stored and under the control of the town until installation in Phase III.
- Contractor will not be responsible for any and all damages or product failures that occur as a direct or indirect result of improper storage, handling, or lack of maintenance.

### EXCLUSIONS

- All piping within the proposed pump station is excluded.
- Removal, handling, or disposal of any hazardous materials.
- Delays and associated time-related costs against baselined durations for permitting, town officials, and third-party providers (e.g., utility companies).
- Permitting outside of Town of Hudson requirements.
- Delays due to electric utility service connection.
- Pre-blast survey.
- Seismic design of pipe supports.
- Building and site signage.
- Warrantee of or delays due to water quality at start up and acceptance.
- Proposal does not account for labor, equipment, subcontractor, vendor, and supply chain impacts or delays related to COVID-19, as these are dynamic and cannot be anticipated at this time.

## CRM - Similar Project Experience Report

### RHW CONSTRUCTION

Version: External Projects Only  
 Selection: Active & Inactive Jobs Completed Jobs Contract Value: 250000 thru \*  
 Using Revised Contract Amount

Job	Location / Title	Contract	Client	Engineer	Start Date	End Date
<b>Work Group: Construction Service - Mechanical</b>						
<b>Sub Group: Wastewater Treatment</b>						
12681	Norfolk, MA DOC - Norfolk, MA - Solids Handling Upgrades Solids Handling Upgrades, Furnish and Install Rotary Drum Thickener, Polymer System, DI Pipe changes, HVAC odor piping and Electrical work.	525,781	Department of Correction 50 Maple Street Millford, MA 01757 Annmarie Rodrigues 508 422 3365 arnrodrigues@doc.state.ma.us	N/A N/A N/A N/A	06/17/2019	12/31/2020
<b>Work Group: Mechanical</b>						
<b>Sub Group: Pump Station - Wastewater</b>						
10786	Lebanon, CT Norwich Public Utilities - Norwich CT - Deep River WTP Upgrade Deep River Water Treatment Plant Pumps and Drives Upgrade	1,433,730	Norwich CT Dept Public Utilities 173 North Main Street Norwich, CT 06360- Lawrence Sullivan 860-823-4131 larrysullivan@njournal.com	CLA Engineers Inc 317 Main Street Norwich, CT 06360 Robert DeLuca 860-886-1966 bdeluca@claeengineers.com	05/12/2015	09/30/2016
11780	Chicopee, MA Chicopee MA - Submersible Wastewater Pump Station Improvements Submersible Wastewater Pump Station Improvements at three locations - James St, Loncezak St, and Paderewski St.	1,200,429	Chicopee MA City Of 274 Front Street Chicopee, MA 01013 Bill Wood 413-594-3585 bwood@chicopeema.gov	Tighte and Bond Inc 53 Southampton Road Westfield, MA 01085 Tiffany Labrie Kayla 413-572-3248 tlabrie@tightebond.com	05/12/2017	10/31/2018
<b>Sub Group: Wastewater Treatment</b>						
10039	Groton, CT Groton CT Town of - Gravity Thickener Improvements Gravity Thickener Improvements Wpct	591,569	Groton CT Town of 170 Gary Court Groton, CT 06340 Joe Pratt (860) 448-4083 jpratt@groton-ct.gov	Fuss and O'Neill 146 Hartford Rd Manchester, CT 06040-5992 Kevin Flood (860) 646-2469 kflood@fando.com	09/10/2014	08/27/2015



# CRM - Similar Project Experience Report

## RHW CONSTRUCTION

Version: External Projects Only  
 Selection: Active & Inactive Jobs Completed Jobs Contract Value: 250000 thru \*  
 Using Revised Contract Amount



Job	Location / Title	Contract	Client	Engineer	Start Date	End Date
10043	Boxborough, MA Piedmont Operating Partnership - Boxborough MA - WWTF Upgrade Tech Central WWTF Upgrade	1,278,243	Piedmont Operating Partnership LP One Brattle Square Cambridge, MA 02138	Fay Spofford and Thordike 5 Burlington Woods Burlington, MA 01803 Kevin Klein (508) 747-7900 kklein@fstinc.com	06/05/2014 11/09/2015	
10149	Pittsfield, MA Pittsfield- MA- WWTP Grit and Primary Clarifier Upgrades Pittsfield, MA, WWTP Grit and Primary Clarifier Upgrades	6,549,199	Pittsfield MA City Of DPU - Water 901 Holmes Rd Pittsfield, MA 01201 Carl Shaw (413) 499-9304 cshaw@pittsfieldch.com	Kleinfelder SEA 200 Corporate Place Rocky Hill, CT 06067- Al Wells 860-563-7775 AWells@Kleinfelder.com	01/29/2014 03/10/2017	
10577	Clinton, MA MWRA- Clinton MA- WWTF Upgrades Rehab of Anaerobic digesters, Primary Clarifiers & New Influent Gates. Contract #7277A	4,551,227	Massachusetts Water Resource Authority 100 First Avenue Building 39 Boston, MA 02129- Eleanor Duffy 617-788-1170 eleanor.duffy@mwra.state.ma.us	Fay Spofford and Thordike 5 Burlington Woods Burlington, MA 01803 Justin Gould 781-221-1000 jgould@fstinc.com	04/25/2014 01/04/2018	
10589	South Yarmouth, MA Yarmouth MA DPW Town Of Septage Treatment Facility Upgrades Septage Treatment Facility Upgrades	2,078,554	Yarmouth MA Town Of 1146 Route 28 Yarmouth, MA 02664 Rob Angel (508)398-2231	Weston and Sampson Engineers Inc 100 International Drive Suite 152 Portsmouth, NH 03801- Cristopher Perkins (978)977-0110 perkinsc@wseinc.com	05/05/2014 01/13/2016	
10661	Taunton, MA Tribe Mediterranean Foods - Taunton- MA - Install 60K Tank And Piping Install 60K tank and interconnecting Piping	432,870	Tribe Mediterranean Foods 100 Myes Standish Blvd Taunton, MA 02780 Merek Pistovcak 508-844-5128 m.p.stovcak@tribehummus.com	Capaccio Environmental Engineering Inc 290 Donald Lynch Blvd Suite 103 Marlborough, MA 01752 Wayne Bates (508) 970-0033	06/13/2014 04/30/2015	
10776	Storrs, CT Connecticut University of - WPCF Priority 1 Repairs - Storrs CT Water Pollution Control Facility Repairs	1,921,261	UCCONN 31 LeDoyr Road Unit 3047 Storrs, CT 06269-3047 Steve Claffaglione 203-239-4200 steve.claff@teamdic.com	Strategic Building Solutions 135 New Road Madison, CT 06443 George Barnes 860-395-0055 gbarnes@go-sbs.com	02/20/2015 09/20/2018	

# CRM - Similar Project Experience Report

## RHW CONSTRUCTION

Version: External Projects Only

Selection: Active & Inactive Jobs Completed Jobs Contract Value: 250000 thru \*  
Using Revised Contract Amount



Job	Location / Title	Contract / Client	Engineer	Start Date	End Date
11018	Saugus, MA Wheelabrator Saugus MA UF RO Project Installing an UV/reverse osmosis (UF/RO) system to treat the ash landfill leachate and produce permeate to use as makeup water for various plant end users. New equipment will be located in the Water Treatment Building.	431,324 Wheelabrator Saugus Company, LP 100 Salem Turnpike Saugus, MA 01906 Thomas Penna (603) 929-3140 tpenna@wm.com	Wheelabrator Saugus Company, LP 100 Salem Turnpike Saugus, MA 01906 Perry Stautler 781-231-4423	04/27/2015	10/30/2015
11069	Plainfield, CT Plainfield CT Town of - Finance Dept - WPCF Village Plant Upgrade Improvements to the Village Sewage Treatment Plant.	800,276 Plainfield Town of CT 8 Community Avenue Plainfield, CT 06374 Jeff Young 860-942-0519	Fuss and O'Neill 146 Hartford Road Manchester, CT 06040 Zhilian (Jason) Tang 860-646-2469 Jiang@tighebond.com	06/24/2015	04/30/2016
11432	Worcester, MA - Quinsig CSO Upgrades Removal of four existing sodium hypochlorite feed pumps, two existing sodium bisulfite feed pumps, three existing ORP sensors and transmitters for treatment process monitoring, two existing high pressure compressors and associated air receiver, removal of miscellaneous sample and flushing piping and air compressor motor starters in the existing MCC.	453,572 Worcester MA Department of Public Works and Parks 50 Skyline Drive Worcester, MA 01605 Jeremy Flansburg 508-799-8588 flansburgj@worcesterma.gov	CDM Smith 22 Elm Street Suite 310 Two Chestnut Place Worcester, MA 01608 Lee Storrs 617-452-6725 storrsEL@cdmsmith.com	06/03/2016	12/27/2018
11434	Plainfield, CT Plainfield CT Town of - Finance Dept - North Plant Upgrade Contract No. 1 consists of providing general civil/site works, demolition & disposal, structure repair, modification and construction, and equipment installation as part of the plant upgrades at the Plainfield WPCF North Plant.	522,059 Plainfield Town of CT 8 Community Avenue Plainfield, CT 06374 Jeff Young 860-942-0519	Fuss and O'Neill P.O. Box 739 Wilton, ME 04294- Rachel Schnabel rschnabel@iando.com	05/25/2016	08/15/2017

# CRM - Similar Project Experience Report

## RHW CONSTRUCTION

Version: External Projects Only

Selection: Active & Inactive Jobs Completed Jobs Contract Value: 250000 thru \*  
Using Revised Contract Amount

Job	Location / Title	Contract / Client	Engineer	Start Date	End Date
11451	Wallingford, CT Wallingford, CT Town Of - WPCF Grit Handling Facilities Upgrading The Grit and Screenings Handling Facility	636,800 Wallingford CT Town Of 45 South Main Street Wallingford, CT 06492 Terry Smith 203-949-2677	Wright Pierce 169 Main Street Middletown, CT 06457 Dennis Dievert 860-852-1920 dennis.dievert@wright-pierce.com	08/03/2016	04/30/2018
11470	Ledyard, CT Ledyard CT Town of - Highlands WWTF Upgrade Phase 2 Improvements Membrane disc diffuser replacement, mechanical screen replacement, blower replacement, pre-engineering building construction for the headworks, distribution box construction, and process piping modification.	713,567 Ledyard CT Town Of 741 Colonel Ledyard Highway Ledyard, CT 06339 Steve Banks 860-536-1769	Fuss and ONell 146 Hartford Rd Manchester, CT 06040-5992 Jeff McDonald 860-646-2469	08/29/2016	04/30/2018
11713	Norwich, CT Norwich CT - Norwich City of - Digester Cover Replacement Construction of a new digester tank cover system including cleaning the tank, replacement of the broken manway, installation of a new membrane cover system inclusive of blowers/fans, pressure relief valves and instrumentation.	2,204,501 Norwich CT City of 100 Broadway Room 105 Norwich, CT 06360- Bill Hathaway (860) 823-3706 whathaway@cityofnorwich.org	CDM Smith 111 Founders Plaza Suite 1600 East Hartford, CT 06108 John Chudzik 860-529-7615 chudzikjin@cdm.com	03/29/2017	04/30/2018
12273	Windsor Locks, CT Windsor Locks, CT - WPCF Capital Improvements Replacement of Headworks bar screen, HVAC/ plumbing, primary clarifier scum trough, concrete repair, aeration tank work including replacement of modulating air valves and airflow meters, secondary clarifiers mechanism, plant water system, and gravity thickener launder as well as process building improvements.	4,074,877 Windsor Locks CT WPCA Town of 1 Stanton Road Windsor Locks, CT 06096 Gary KuczarSKI (Retired - '21) 860-292-8696 gkuczarSKI@wlocks.com	Woodard & Curran, Inc. 1699 King Street, Suite 406 Enfield, CT 06082 Srivalli Sukuru 203-699-6002 sskuru@woodardcurran.com	11/21/2018	03/31/2022



# CRM - Similar Project Experience Report

## RHW CONSTRUCTION

Version: External Projects Only

Selection: Active & Inactive Jobs Completed Jobs Contract Value: 250000 thru \*  
Using Revised Contract Amount



Job	Location / Title	Contract	Client	Engineer	Start Date	End Date
12319	Danielson, CT Killingly CT - WPCF Comprehensive Upgrade Comprehensive Wastewater Pollution Control Facility Upgrades, including installation of new phosphorus reduction system, new influent screening and pumping equipment, secondary treatment improvements, thickening and dewatering improvements, and demolition of the existing Incinerator Building.	18,836,458	Killingly CT Town of 172 Main Street PO Box 6000 Danielson, CT 06239 Bruce Benway 860-779-5335 townmanager@killinglyct.org	Wright Pierce 169 Main Street Middletown, CT 06457- Therlin Montgomery 860-604-0034 Therlin.montgomery@wright-pierce.com	12/12/2018	04/29/2022
13225	Leominster, MA Veolia - Leominster MA - Clarifier Replace Removal and replacement of clarifier equipment in Primary Clarifier Tank 1 & 2 and Secondary Clarifier Tanks 1, 2, & 3.	2,901,510	Veolia Leominster Wastewater Treatment 436 Mechanic St Leominster, MA 01453 Dan Finan 978-320-6898 daniel.finan@veolia.com	Wright-Pierce 250 Commercial Street, Suite 4014 Manchester, NH 03103 Brian Messner (888) 621-8156 brian.messner@wright-pierce.com	05/15/2020	07/28/2022
41930	Needham, MA Needham MA Reservoir B Sewer Construct A New Wastewater Pump Station And Garage And Demo Existing Pump Station.	5,529,470	Needham MA Town Of 500 Dedham Avenue Needham, MA 02492 Stephen Nadeau (781) 455-7538 snadeau@Needhamma.gov	Beta Group Inc 315 Norwood Park South Norwood, MA 02062 Mike Horrig 781-255-1982	01/09/2012	04/30/2015
42605	Clinton, MA MMRA-CLINTON-AERATION EFFICIEN Aeration efficiency improvement.	2,027,204	Massachusetts Water Resource Authority 2 Griffin Way Chelsea, MA 02150 Corinne Barret (617) 371-1600	Fay Spofford and Thorndike 5 Burlington Woods Burlington, MA 01803 Parviz Arnhor 781-221-1000 parnhor@fstinc.com	04/26/2012	11/30/2013
43570	Pembroke, MA Lowe's Pembroke, MA WWTP Equipm Remove existing WWTP equipment and replace with new owner furnished equipment in buried precast concrete vault.	567,079	Lowe's Home Center 108 Old Church Road Pembroke, MA 02359- Robbie Huff (336) 658-3340	Onsite Engineering Inc 1000 Massachusetts Avenue Cambridge, MA 02138 Raymond Willis (508) 440-5470 rwillis@onsite-eng.com	10/01/2012	12/31/2013

# CRM - Similar Project Experience Report

## RHW CONSTRUCTION

Version: External Projects Only

Selection: Active & Inactive Jobs Completed Jobs Contract Value: 250000 thru \*  
Using Revised Contract Amount



Job	Location / Title	Contract	Client	Engineer	Start Date	End Date
43878	Northampton, MA Woodard & Curran-Northampton-W&C Coca Cola Phase I For Site And Civic Package Associated With The Construction Of A New Treatment Facility For Coca-Cola Refreshments, Inc.	570,363	Woodard and Curran 980 Washington Street Suite 325 Dedham, MA 02026 John Hirmlan (781) 251-0200 jhirmlan@woodardcurran.com	Woodard and Curran 980 Washington Street Suite 325 Dedham, MA 02026 John Hirmlan (781) 251-0200 jhirmlan@woodardcurran.com	05/08/2013	10/03/2014
44091	Ipswich, MA Ipswich MA Solids Handling Sys Construction & Improvements To The Water Pollution Control Plant Headworks, Improvements To Two (2) 65 Ft Clarifiers, Improve 35 Ft Diameter Sludge Holding Tank & Improve 30 Ft Diameter Sludge Holding Tank.	3,473,278	Ipswich MA Town Of Town Hall 25 Green Street Ipswich, MA 01938 Vicki Halmen 978-356-6635 vhalmen@ipswichutilities.org	Tighte and Bond Inc 324 Grove Street Worcester, MA 01605- Ian Callow (508) 471-9605 icallow@tightebond.com	02/18/2013	10/22/2014
44354	Sturbridge, MA Pilot-Sturbridge-WWTWP Upgrade Upgrade WWT Plant.	925,646	Pilot Travel Centers Joey Cupp 5508 Lonas Rd Knoxville, TN 37905 Edward Whalen (865) 588-7488	Onsite Engineering Inc 1000 Massachusetts Avenue Cambridge, MA 02138 Raymond Willis (508) 440-5470 rwillis@onsite-eng.com	04/08/2013	04/30/2014
44920	Mashpee, MA Mashpee Commons Phase 3 Expans Convert Existing Dual Train Rbc Plant To Dual Train Membrane Plant With Twice The Capacity. WWTWP Phase 3 Expansion.	3,394,182	Mashpee Commons Ltd Partnership P O Box 1530 Mashpee, MA 02649- Tom Ferontl (508) 477-5400 tferontl@mashpeecommons.com	Stantec Consulting 5 Lan Drive Suite 300 Westford, MA 01886- Lou Sorracio (617) 248-1527	09/10/2013	04/30/2016
45414	Shelton, CT Shelton WTP CT Aeration Improv Replace Existing Blower #3 With 2 New Turbo Blowers, Provide New Blower & Piping For Sludge Aeration. Contract: \$432,500.00	438,725	Shelton CT City Of 54 Hill Street Shelton, CT 06484 Thomas Sym 203-924-8288	Fuss and O'Neill 146 Hartford Rd Manchester, CT 06040-5992 Mathew Jermine 860-646-2469	09/23/2013	10/03/2014

**CRM - Similar Project Experience Report**  
**RHW CONSTRUCTION**

Version: External Projects Only  
 Selection: Active & Inactive Jobs Completed Jobs Contract Value: 250000 thru \*  
 Using Revised Contract Amount



Job	Location / Title	Contract	Client	Engineer	Start Date	End Date
45495	Mapleville, RI Daniele Foods - Burrville - RI - WWTP Construct And Test A. 1 Mgd Wastewater Pretreatment System	3,269,880	Daniele International Inc 105 Davis Drive, P. O. Box 106 Pascoag, RI 02859 Richard St. Pierre (401) 568-6228 saint@danielefoods.com	CDM Smith 50 Hampshire Street Cambridge, MA 02136 Robert Dangel 617-452-6000	11/22/2013	04/30/2016
		<u>72,333,635</u>				
						<u>0.00</u>

# BID BOND

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

**BIDDER (Name and Address):**

R.H. White Construction Co., Inc.  
41 Central Street  
Auburn, MA 01501

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

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER (Name and Address):**

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

**BID**

Bid Due Date: May 19, 2023

Project (Brief Description Including Location): Design/Build Services for Marsh Road Water Pump Station

**BOND**

Bond Number: N/A

Date (Not later than Bid due date): May 9, 2023

Penal Sum: five percent of amount bid

(Words)

5%

(Figures)

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

**BIDDER**


R.H. White Construction Co., Inc. (Seal)

Bidder's Name and Corporate Seal

By:

  
Signature and Title TOM WHITE, PRESIDENT

Attest:

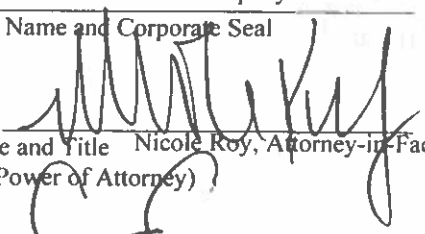
  
Signature and Title Chase Phenegeer, Witness

**SURETY**

Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

  
Signature and Title Nicole Roy, Attorney-in-Fact  
(Attach Power of Attorney)

Attest:

  
Signature and Title Gabriela Camacho, Witness

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by Owner, or

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

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

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

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

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

in which the Project is located.

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

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

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

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





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205955-977466

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Eric J. Canterbury, Gabriela Camacho, Jean M. Feeney, John J. Gambino, Kathleen M. Flanagan, Laurie Rothwell, Michael J. Cusack, Natalie Coneys, Nicholas Labbe, Nicole Roy, Richard A. Leveroni, Sandra C. Lopes

all of the city of Boston state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

State of PENNSYLVANIA
County of MONTGOMERY

On this 14th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of May, 2023.



By: Renee C. Llewellyn, Assistant Secretary



# HAWSCO

**HAMPSTEAD AREA WATER SERVICES, CO.**  
**Serving the Water Community for over 40 years**

54 Sawyer Avenue Atkinson, NH 03811  
Tel: (603) 362-5333 Fax: (603) 362-4936  
[www.nhwaterservices.com](http://www.nhwaterservices.com)

May 19, 2023

Elvis Dhima  
Town of Hudson  
Town Clerk's Office  
12 School St.  
Hudson, NH 03051

Dear Elvis,

Thank you for the opportunity to provide you with a proposal for the Pump Station work at the Marsh Road Water Pump Station in Hudson, NH. We would be very happy to pursue this further with you. Hampstead Area Water Services, Co. (HAWSCO) has constructed and / or repaired numerous pump stations and Water Distribution Systems. Per your request, please see below details and pricing for the project as we understand the scope in the RFP dated March 2023.

## Inclusions:

- Prepare all permitting documents and acquire all permits required for construction (Town fees will be waived by the Town);
- Prepare shop drawings for building, electrical and mechanical components;
- Demo equipment in existing vault as shown per Dwg. C001;
- Furnish & install (1) 3P 600V 400A NEMA 3R Fusible Disconnect and 3-Phase 400A Meter Socket at exterior of pump station with utility conduit (Two 4" per Eversource requirement) extending to existing utility pole shown on Dwg. C001;
- Furnish & install (4) 350mcm, (1) #2 THHN from main disconnect, to meter, from meter to enclosed main breaker, and from enclosed main breaker to ATS;
- Furnish & install grounding at Meter/Main Disconnect;
- Furnish & install (2) 2" Conduit stubbed through floor and capped for future connection to pump vault;
- Furnish & install temporary wiring and disconnect for temporary heat in new building from new MCB
- Furnish & install new NEMA 3R 480V 3P ATS;
- Furnish & install (1) 3" Conduit w/ (4) 350mcm, (1) #2 THHN from new ATS to existing Generator;
- Furnish & install (2) 1" Conduit from Generator to new building, one for ATS controls and one for 120V Generator accessories (battery charger/block heater);
- Furnish & install (1) 2" Conduit from Generator to new building for Genset Panel;
- This proposal includes up to \$15,000 of Professional Engineering consulting time;
- Prepare shop drawings and specs for the building design plan;
- Furnish and install 4' frost wall and footing for CMU building;

"Serving the Water Community for more than 40 years."

**PROPOSAL FORM**

**DESIGN/BUILD SERVICES FOR  
MARSH ROAD BOOSTER STATION UPGRADE  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

**1. Construction Services :**

Design and built services for the project listed above.

\$ 421,000.00

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

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

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

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:  
Addendum No. 1 received 5/12/23
3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: Lewis Builders Development, Inc. DBA (HAWSCO)

Signed by: 

**SPECIFICATIONS EXCEPTION FORM**

**DESIGN/BUILD SERVICES FOR  
MARSH ROAD BOOSTER STATION  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

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

\*\*\*Please see the attached proposal for a detailed breakdown of the scope and services provided

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

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

Signed: \_\_\_\_\_

**I DO** meet specifications

Signed: <sup>\*\*\*(See Above)</sup>  \_\_\_\_\_

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

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

Question 5: We are going to provide a new Electrical service from the Utility Pole to the new building in this phase or just stop the conduit 5' short of the building and Phase 2 will complete the service?

Answer 5: The contractor is required to provide all piping from the proposed building to five feet outside the building. You are not required to go to the pole and you are also not required to install a new service on this phase of the project.

Question 6: We are just installing the conduits from the generator to 5' short of the building.

Answer 6: The contractor is required to provide all piping from the proposed building to five feet outside the building. You do not need to install conduit all the way to the generator, that task will be on the next phase.

Question 7: It calls for (2) 2" pvc conduits from the building to the Vault , is this electrical or Mechanical conduits and are these getting installed this phase?

Answer 7: The 2 -2" conduits are for electrical and SCADA (coms), from the existing vault to the new building. The coms will not be required on this phase. The second 2" conduit can be used for the temporary electrical supply for heating the new building.

Question 8: Is the new building and foundation part of Phase 1 or Phase 2, I assume Phase 1 and we would need to install our grounding?

Answer 8: Phase 1 was the purchase of the motors, pumps, canisters and VFDs, which is complete. Phase 2 is the installation of the building with all the components provided by the town ( as listed above) and all the piping within the building plus five feet out ( from the building to 5 feet out, not the other way around). Phase 3 will consist of connecting all the water pipes, electrical services, coms, programing execution, connected to the generator, turnkey ready . Contractor shall decide if grounding will be included on their proposal , or not,

Question 9: How far is the existing building to the new building for the temporary heating circuit, and do you know what size heater and voltage the heater will be so I can size the circuit correctly?

Answer 9: The proposed building is approximately 15 feet away from the existing vault, please see plans for additional details. It will be up to the contractor to determine the size of the heater, which could be temporary, to keep the building above freezing conditions.

Signed:   
I DO understand the above and agree to meet specifications

Signed: \_\_\_\_\_  
I DO NOT meet specifications as listed in this amendment

# BID BOND

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

**BIDDER (Name and Address):**

Lewis Builders Development Inc. dba HAWSCO  
54 Sawyer Avenue  
Atkinson, NH 03811

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

United Casualty and Surety Insurance Company  
233 Needham Street, Suite 440  
Newton, MA 02464

**OWNER (Name and Address):**

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

**BID**

Bid Due Date: 5/19/2023

Project (Brief Description Including Location):

Marsh Road Pump Station - New building and associated site work

**BOND**

Bond Number: UCSBID-05162023-110786

Date (Not later than Bid due date): 16th day of May 2023

Penal Sum: Not to exceed Five Percent of attached bid  
(Words)

5%

(Figures)

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

**BIDDER**

**SURETY**

Lewis Builders Development Inc. dba HAWSCO (Seal)  
Bidder's Name and Corporate Seal

United Casualty and Surety Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: [Signature] resident  
Signature and Title

By: [Signature]  
Signature and Title Deborah A. Holleran, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: [Signature]  
Signature and Title Anthony Anger  
Assistant Secretary

Attest: [Signature]  
Signature and Title William J. Holleran III, Witness

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



8C Agenda 6-15



# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: June 5, 2023

Subject: **Engineering Services Contract Award to Continental Paving, Inc.  
Hudson, 17-01 CMAQ, State # 41754  
Construction Services**

**RECEIVED**

JUN 06 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

The Town of Hudson, in early 2018, received approval for the above listed project through an 80% (State) / 20 % (local) program. In March 2018, the voters voted in favor of this project and in September of this year we received the signed agreement from New Hampshire Department of Transportation (NHDOT).

In April 2023, we advertised in the Union Leader and our Town website for the construction of this project, and on May 15, 2023, we received one bid from Continental Paving for \$1,355,572.50, while our construction estimate was \$1,026,161. After careful evaluation of the bid items and discussions with the state, we received approval from NHDOT for the scope of work and fee.

**Motion:**

**To approve the contract for Construction Services for the Lowell Road right turn lane to Continental Paving, Inc. for the amount of, not to exceed, a total amount of \$1,355,572.50.**





**Telephone number:** 603.437.5387 **fax number:** 603.437.5393

**Toll free number:** N/A **e-mail:** RCharbonneau @ continentalpaving.com

**Cell phone number:** 603.370.0103

**Primary point of contact:** Chad Charbonneau (603.759.6980 cell)

**Payment terms and conditions:** per mutually agreed contract terms

**Please fill out, sign and return to:**

Town of Hudson  
Town Engineer  
Mr. Elvis Dhima, P.E.,  
12 School Street, Hudson, NH 03051  
603-886-6008; 603-594-1142 (Fax)  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

**Due Date/Time: MAY 15, 2023, Not Later Than 10:00 AM**

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
201.1	CLEARING AND GRUBBING (F) TWENTY FIVE THOUSAND Dollars and ZERO Cents	A	0.1	\$ 25,000.00	\$ 2,500.00
203.1	COMMON EXCAVATION TWENTY FIVE Dollars and ZERO Cents	CY	1960	\$ 25.00	\$ 49,000.00
203.11	COMMON EXCAVATION - LRS TWENTY FIVE Dollars and ZERO Cents	CY	365	\$ 25.00	\$ 9,125.00
203.6	EMBANKMENT IN PLACE (F) TWENTY FIVE Dollars and ZERO Cents	CY	592	\$ 25.00	\$ 14,800.00
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY TWO HUNDRED Dollars and ZERO Cents	CY	5	\$ 200.00	\$ 1,000.00
214.	FINE GRADING SEVEN THOUSAND FIVE HUNDRED Dollars and ZERO Cents	U	1	\$ 7,500.00	\$ 7,500.00
304.1	SAND (F) SEVENTY FIVE Dollars and ZERO Cents	CY	589	\$ 75.00	\$ 44,175.00
304.2	GRAVEL (F) ONE HUNDRED Dollars and ZERO Cents	CY	84	\$ 100.00	\$ 8,400.00
304.35	CRUSHED GRAVEL FOR DRIVES ONE HUNDRED Dollars and ZERO Cents	CY	9	\$ 100.00	\$ 900.00
304.4	CRUSHED STONE (FINE GRADATION) (F) ONE HUNDRED Dollars and ZERO Cents	CY	343	\$ 100.00	\$ 34,300.00
304.5	CRUSHED STONE (COURSE GRADATION) (F) EIGHTY Dollars and ZERO Cents	CY	909	\$ 80.00	\$ 72,720.00
403.11923	HBP-3/4" BINDER MIX, MACHINE METHOD, HIGH STRENGTH ONE HUNDRED FIFTY Dollars and ZERO Cents	TON	592	\$ 150.00	\$ 88,800.00
403.1194	HBP-1/2" SURFACE MIX, MACHINE METHOD, HIGH STRENGTH ONE HUNDRED SIXTY FIVE Dollars and ZERO Cents	TON	171	\$ 165.00	\$ 28,215.00
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD TWO HUNDRED Dollars and ZERO Cents	TON	51	\$ 200.00	\$ 10,200.00
403.16	PAVEMENT JOINT ADHESIVE ZERO Dollars and FORTY Cents	LF	7000	\$ 0.40	\$ 2,800.00

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
403.19	HBP - TEMPORARY TWO HUNDRED Dollars and ZERO Cents	TON	5	\$ 200.00	\$ 1,000.00
410.22	ASPHALT EMULSION FOR TACK COAT TEN Dollars and ZERO Cents	GAL	170	\$ 10.00	\$ 1,700.00
417	COLD PLANING BITUMINOUS SURFACES FIFTEEN Dollars and ZERO Cents	SY	300	\$ 15.00	\$ 4,500.00
585.3	STONE FILL, CLASS C TWO HUNDRED FIFTY Dollars and ZERO Cents	CY	2	\$ 250.00	\$ 500.00
603.0001	VIDEO INSPECTION TWENTY Dollars and ZERO Cents	LF	145	\$ 20.00	\$ 2,900.00
603.00215	15" R.C. PIPE, 2000D TWO HUNDRED Dollars and ZERO Cents	LF	71	\$ 200.00	\$ 14,200.00
603.00224	24" R.C. PIPE, 2000D TWO HUNDRED TWENTY FIVE Dollars and ZERO Cents	LF	74	\$ 225.00	\$ 16,650.00
603.30124	24" R.C. END SECTIONS TWO THOUSAND Dollars and ZERO Cents	EA	1	\$ 2,000.00	\$ 2,000.00
604.0007	POLYETHELENE LINER ONE HUNDRED FIFTY Dollars and ZERO Cents	EA	10	\$ 150.00	\$ 1,500.00
604.124	CATCH BASINS TYPE B, 4-FOOT DIAMETER FIVE THOUSAND Dollars and ZERO Cents	U	11	\$ 5,000.00	\$ 55,000.00
604.52	RECONSTRUCTING / ADJUSTING DRAINAGE MANHOLES SIX HUNDRED FIFTY Dollars and ZERO Cents	LF	20	\$ 650.00	\$ 13,000.00
604.62	DRAINAGE MANHOLE COVERS AND FRAMES NINE HUNDRED Dollars and ZERO Cents	EA	9	\$ 900.00	\$ 8,100.00
607.934	RESET CHAIN LINK FENCE WITH VINYL COATED FABRIC, 4" HIGH FORTY Dollars and ZERO Cents	LF	129	\$ 40.00	\$ 5,160.00
608.125	2 1/2" BITUMINOUS SIDEWALK (F) TWENTY EIGHT Dollars and FIFTY Cents	SY	401	\$ 28.50	\$ 11,428.50
608.24	4" CONCRETE SIDEWALK (F) SEVENTY FIVE Dollars and ZERO Cents	SY	106	\$ 75.00	\$ 7,950.00

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
608.54	DETECTABLE WARNING SURFACES, CAST IRON EIGHT HUNDRED Dollars and ZERO Cents	SY	12	\$ 800.00	\$ 9,600.00
609.01	STRAIGHT GRANITE CURB FIFTY Dollars and ZERO Cents	LF	850	\$ 50.00	\$ 42,500.00
609.02	CURVED GRANITE CURB SEVENTY FIVE Dollars and ZERO Cents	LF	23	\$ 75.00	\$ 1,725.00
609.214	STRAIGHT GRANITE SLOPE CURB, 4" HIGH FORTY FIVE Dollars and ZERO Cents	LF	584	\$ 45.00	\$ 26,280.00
609.5	RESET GRANITE CURB TWENTY Dollars and ZERO Cents	LF	100	\$ 20.00	\$ 2,000.00
611.811	ADJUSTING/RELOCATING HYDRANTS THREE THOUSAND FIVE HUNDRED Dollars and ZERO Cents	EA	1	\$ 3,500.00	\$ 3,500.00
614.511	CONCRETE PULL BOX 14" ONE THOUSAND FOUR HUNDRED FORTY Dollars and ZERO Cents	EA	10	\$ 1,440.00	\$ 14,400.00
614.73114	3" PVC CONDUIT SCH. 40 THIRTY SIX Dollars and ZERO Cents	LF	850	\$ 36.00	\$ 30,600.00
614.73118	3" PVC CONDUIT SCH. 80 FORTY TWO Dollars and ZERO Cents	LF	165	\$ 42.00	\$ 6,930.00
615.0201	TRAFFIC SIGN TYPE B FORTY Dollars and ZERO Cents	SF	7	\$ 40.00	\$ 280.00
615.024	RELOCATING TRAFFIC SIGN, TYPE B SIX THOUSAND EIGHT HUNDRED THIRTY Dollars and ZERO Cents	U	1	\$ 6,830.00	\$ 6,830.00
615.0301	TRAFFIC SIGN TYPE C ONE HUNDRED SIXTY Dollars and ZERO Cents	SF	30	\$ 160.00	\$ 4,800.00
615.033	REMOVING TRAFFIC SIGN, TYPE C ONE THOUSAND Dollars and ZERO Cents	U	3	\$ 1,000.00	\$ 3,000.00
615.034	RELOCATING TRAFFIC SIGN, TYPE C FIVE HUNDRED Dollars and ZERO Cents	U	4	\$ 500.00	\$ 2,000.00
615.0501	TRAFFIC SIGN TYPE BB FORTY Dollars and ZERO Cents	SF	8	\$ 40.00	\$ 320.00

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
615.0601	TRAFFIC SIGN TYPE CC FORTY Dollars and ZERO Cents	SF	9	\$ 40.00	\$ 360.00
615.072	REMOVE AND RELOCATE BUSINESS SIGN THREE THOUSAND FOUR HUNDRED TWENTY Dollars and ZERO Cents	U	1	\$ 3,420.00	\$ 3,420.00
616.191	ALTS. TO TRAFFIC SIGNALS ONE HUNDRED FORTY FOUR THOUSAND Dollars and ZERO Cents	U	1	\$ 144,000.00	\$ 144,000.00
618.61	UNIFORMED OFFICERS W/ VEHICLE Seventy Two Thousand Dollars and Zero Cents	\$	1	\$ 72,000.00	\$ 72,000.00
618.7	FLAGGERS FIFTY FIVE Dollars and ZERO Cents	HR	960	\$ 55.00	\$ 52,800.00
619.1	MAINTENANCE OF TRAFFIC ONE HUNDRED THOUSAND Dollars and ZERO Cents	U	1	\$ 100,000.00	\$ 100,000.00
619.253	PORTABLE CHANGEABLE MESSAGE SIGN FIVE HUNDRED Dollars and ZERO Cents	UWK	20	\$ 500.00	\$ 10,000.00
622.2	CONCRETE BOUNDS (REMOVE) FIVE HUNDRED Dollars and ZERO Cents	EA	2	\$ 500.00	\$ 1,000.00
622.4	STONE BOUNDS SEVEN HUNDRED FIFTY Dollars and ZERO Cents	EA	9	\$ 750.00	\$ 6,750.00
625.2	CONCRETE LIGHT POLES BASES, TYPE B ONE THOUSAND EIGHT HUNDRED Dollars and ZERO Cents	EA	3	\$ 1,800.00	\$ 5,400.00
628.2	SAWED BITUMINOUS PAVEMENT THIRTY Dollars and ZERO Cents	LF	1550	\$ 30.00	\$ 46,500.00
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE ZERO Dollars and FIFTY Cents	LF	1050	\$ 0.50	\$ 525.00
632.0108	RETROREFLECTIVE PAINT PAVE. MARKING, 8" LINE ONE Dollars and ZERO Cents	LF	975	\$ 1.00	\$ 975.00
632.0118	RETROREFLECTIVE PAINT PAVE. MARKING, 18" LINE THREE Dollars and ZERO Cents	LF	184	\$ 3.00	\$ 552.00
632.02	RETROREFLECTIVE PAINT PAVE. MARKING, SYMBOL OR WORD FIVE Dollars and ZERO Cents	SF	354	\$ 5.00	\$ 1,770.00

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
632.3104	RETROREFLECTIVE THERMOPLASTIC PAVE MARKINGS, 4" LINE THREE Dollars and ZERO Cents	LF	192	\$ 3.00	\$ 576.00
632.3106	RETROREFLECTIVE THERMOPLASTIC PAVE MARKINGS, 6" LINE FOUR Dollars and ZERO Cents	LF	760	\$ 4.00	\$ 3,040.00
632.32	RETROREFLECTIVE THERMO PAVE MARKING, SYMBOL OR WORD FIFTEEN Dollars and ZERO Cents	SF	175	\$ 15.00	\$ 2,625.00
632.911	OBLITERATE PAVEMENT MARKING, 12" WIDE & UNDER THREE Dollars and ZERO Cents	LF	860	\$ 3.00	\$ 2,580.00
632.92	OBLITERATE PAVEMENT MARKING, SYMBOL OR WORD THREE Dollars and ZERO Cents	SF	200	\$ 3.00	\$ 600.00
645.512	COMPOST SOCK FOR PERIMETER BERM TEN Dollars and ZERO Cents	LF	1485	\$ 10.00	\$ 14,850.00
645.531	SILT FENCE EIGHT Dollars and ZERO Cents	LF	1485	\$ 8.00	\$ 11,880.00
645.7	STORMWATER POLLUTION PREVENTION PLAN FOUR THOUSAND TWO HUNDRED Dollars and ZERO Cents	U	1	\$ 4,200.00	\$ 4,200.00
645.71	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS ONE HUNDRED TEN Dollars and ZERO Cents	HR	40	\$ 110.00	\$ 4,400.00
646.31	TURF ESTABLISHMENT WITH MULCH AND TACKIFIERS TWO Dollars and FIFTY Cents	SY	1400	\$ 2.50	\$ 3,500.00
646.51	TURF ESTABLISHMENT W/ MULCH, TACKIFIERS & LOAM TWELVE Dollars and ZERO Cents	SY	800	\$ 12.00	\$ 9,600.00
650.2	LANDSCAPING THIRTY SIX THOUSAND Dollars and ZERO Cents	U	1	\$ 36,000.00	\$ 36,000.00
692	MOBILIZATION SEVENTY FIVE THOUSAND Dollars and ZERO Cents	U	1	\$ 75,000.00	\$ 75,000.00
697.31	PROJECT OPERATIONS PLAN FOUR THOUSAND TWO HUNDRED Dollars and ZERO Cents	U	1	\$ 4,200.00	\$ 4,200.00
698.13	FIELD OFFICE TYPE C THREE THOUSAND Dollars and ZERO Cents	MON	6	\$ 3,000.00	\$ 18,000.00

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL TEN THOUSAND Dollars and ZERO Cents	\$	1	\$ 10,000.00	\$ 10,000.00
1010.15	FUEL ADJUSTMENT One Dollars and Zero Cents	\$	20000	\$ 1.00	\$ 20,000.00
1010.2	ASPHALT CEMENT ADJUSTMENT One Dollars and Zero Cents	\$	10000	\$ 1.00	\$ 10,000.00
<b>BID TOTAL =</b>					<b>\$ 1,351,891.50</b>

**SPECIFICATIONS EXCEPTION FORM**

**CONSTRUCTION SERVICES FOR  
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

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

\_\_\_\_\_ No Exceptions Noted. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Signed: \_\_\_\_\_  
**I DO meet specifications**

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



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

Alternate Form <b>W-9</b> <small>(rev 01/2011)</small>	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Name (as shown on your income tax return) <p style="text-align: center; margin: 0;">Continental Paving, Inc.</p>	
Business name/disregard entity name, if different from above <p style="text-align: center; margin: 0;">Continental Paving, Inc.</p>	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company - Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership). <input type="checkbox"/> Other (see instructions)	<input type="checkbox"/> C Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) <p style="text-align: center; margin: 0;">1 Continental Drive</p>	Requester's name and address (optional) Town of Hudson 12 School Street Hudson, NH 03051
City, state, and ZIP code <p style="text-align: center; margin: 0;">Londonderry, NH 03053</p>	List account number(s) here (optional)

<b>Part I</b>	Taxpayer Identification Number (TIN)    02-0351459
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Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number	-	Employer identification number	-	
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<b>Part II</b>	<b>Certification</b>
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Under penalties of perjury, I certify that:

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

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

Sign here	Signature of U.S. Person	Date May 15, 2011
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**General Instructions**

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

**Purpose of Form**

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

substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CONSTRUCTION SERVICES FOR  
HUDSON LOCAL PUBLIC AGENCY PROJECT  
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS  
TOWN OF HUDSON, NEW HAMPSHIRE**

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

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

**Company** Continental Paving, Inc.

**Taxpayer identification number** 02-0351459

**Authorized signature** 

**Date** May 15, 2023

**Address** 1 Continental Drive, Londonderry, NH 03053

**Telephone** 603.437.5387

**Toll-free number** N/A

**Fax number** 603.437.5393

**E-mail address** RCharbonneau@continentalpaving.com

**CONSTRUCTION SERVICES FOR HUDSON LOCAL PUBLIC AGENCY PROJECT  
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS**

**Town of Hudson**

**Insurance Requirements for All Contractors**

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

**Commercial General Liability**

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

Occurrence

Claims Made

**Additional Coverage to Include**

Owners & Contractors' Protective – Limit NA

Underground/Explosion and Collapse NA

**Commercial Automobile Liability**

Combined Single Limit \$1,000,000

Any Auto, Symbol 1

Include Employees as Insured

**Additional Coverage to include:**

Garage Liability NA

Garage Keepers Legal Liability NA

**Workers Compensation**

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

**Commercial Umbrella**

May be substituted for higher limits required above \$1,000,000

Follow Form Umbrella on ALL requested Coverage

**Other**

1. Professional/Errors & Omissions NA

2. Builders Risk – Renovation Form NA

All Risk completed value form including Collapse NA

Sublimit for Soft Cost Coverage NA

3. Installation Floater (Equipment) NA

4. Riggers Liability NA

5. Environmental – Pollution Liability NA

6. Aviation Liability NA

7. Watercraft – Protection & Indemnity NA

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

HUDSON 41754  
CONSTRUCTION SERVICES FOR LOCAL PUBLIC AGENCY PROJECT  
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS  
TOWN OF HUDSON, NEW HAMPSHIRE  
Addendum 1 MAY 10, 2023

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### ADDENDUM 1

The following information is provided to all prequalified bidders for the above project for bids due May 15, 2023 at 10:00 a.m.

**For bids to be considered responsive this addendum shall be signed by BIDDERS and included in its entirety with the Bid Form. Failure to submit this amendment form with your Bid Forms may result in your Proposal being rejected as unresponsive.**

**The below BIDDER acknowledges receipt of this addendum and all the included information.**

Company: Continental Paving, Inc.

Signed by:  \_\_\_\_\_

Printed or typed name: Richard Charbonneau, Vice President / Treasurer

Address: 1 Continental Drive, Londonderry, NH 03053

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Telephone number: 603.437.5387

e-mail: RCharbonneau@continentalpaving.com

Cell phone number: 603.370.0103

Primary point of contact: Chad Charbonneau (603.759.6980 cell)

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#### **1. PRE-BID MEETING**

The April 24, 2023 mandatory pre-bid meeting was attended by one contractor, Continental Paving.

Following are notes from that meeting:

- The Town owned area at the east end of Sagamore Park Drive will be made available for the contractor to use for material and equipment storage. It's unlikely that a trailer will be required.
- Limited Reuse Soils (LRS) were discussed.
- The intent is for this project to precede the Target roadway and signal improvements and at this time there are no modifications necessary to the plans for this project.
- The standard hours of operation are 7:00 a.m. to 7:00 p.m. but the Town will be flexible. Sundays may be allowed.

- This is an LPA project with federal funding which requires extensive record keeping. Fuss & O’Neil will be performing the resident engineering services.
- The Town will work with the utilities to confirm power supply locations to the light poles that the contractor will set on new bases.
- The landscaping item was discussed and the work was described to include repairing the impacted landscaped mounds along Lowell Road. The unit of measure will be Unit.

**2. CONTRACTOR QUESTIONS AND TOWN/VHB RESPONSES:**

The following responses are provided to contractor questions.

**Question:** *It looks like the widened section of Lowell Rd gets paved with binder (only paving item) up to existing pavement grade? There is no overlay of the existing lanes? The paving details show a 1/2" surface course (403.11943) but that item is not in your list of bid items.*

**Responses:** Per the typical sections, surface course is included. Overlay of the existing lanes is not included.

The surface course item is shown on the quantity summary sheet on plan sheet 4 but was inadvertently omitted from the bid form. It should be included as shown here. A new Schedule of Prices is attached with this Addendum and shall be completed and submitted in lieu of the one in the original bid documents.

403.1194	HBP- 1/2" SURFACE MIX, MACHINE METHOD, HIGH STRENGTH	Dollars Cents	TON	171	\$	\$
	and _____					

**Question:** *At the Wason Rd. intersection, existing crosswalk markings are removed, and new thermoplastic markings are applied on existing pavement?*

**Response:** Correct.

**Question:** *What is the location of the Traffic Sign Type B Relocation? (Item 615.024)*

**Response:** From STA 2+38 to STA 2+37 as shown on Sheet 26.

**Question:** *What is the business sign to be relocated under item 615.072?*

**Response:** From STA 77+47 to STA 77+45

# BID BOND

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

**BIDDER (Name and Address):**

CONTINENTAL PAVING, INC.,  
ONE CONTINENTAL DRIVE,  
LONDONDERRY, NH 03053

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

BERKLEY INSURANCE COMPANY  
P.O. BOX 9010,  
WESTBROOK, ME 04098

**OWNER (Name and Address):**

TOWN OF HUDSON, NH  
12 SCHOOL STREET  
HUDSON, NH 03051

**BID**

Bid Due Date: MAY 15, 2023

Project (Brief Description Including Location): LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS, HUDSON, NH

**BOND**

Bond Number: CCI0515

Date (Not later than Bid due date): MAY 15, 2023

Penal Sum: FIVE PERCENT OF BID (Words) 5% (Figures)

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

**BIDDER**

**SURETY**

CONTINENTAL PAVING, INC. (Seal)  
Bidder's Name and Corporate Seal

BERKLEY INSURANCE COMPANY (Seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title RICHARD CHARBANEAU  
VP / TREASURER

By: [Signature]  
Signature and Title ELIZBETH A. MORRISSETTE,  
(Attach Power of Attorney) ATTORNEY-IN-FACT

Attest: [Signature]  
Signature and Title PAUL A. BOUQUIN  
Pres. MGR.

Attest: [Signature]  
Signature and Title SUSAN J. MOUNSEY PLACE  
ATTORNEY-IN-FACT

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

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



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lisa J. Nolan; Christine M. McCusker; Chris Sharpe; Beatrice Lachance; James Harrison; Tara C. Dean; Jeffrey J. Schroeder; Elizabeth A. Morrissette; or Susan J. Mounsey Place of Cross Insurance, Inc. - New Hampshire dba Cross Insurance - Manchester of Manchester, NH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of January, 2023



Attest:

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of January, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUMDBAKEN  
NOTARY P.U.B. IC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rumbaker  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 15th day of March, 2023

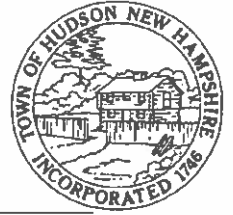
Vincent P. Forte  
Vincent P. Forte

8D  
Agudo  
6-13-23



# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: June 5, 2023

Subject: **Engineering Services Contract Award to VHB, Inc.  
Hudson, 17-01 CMAQ, State # 41754  
Engineering Construction Oversight Services**

**RECEIVED**

JUN 06 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

The Town of Hudson advertised for Engineering Construction Services in November of 2021, in the Union Leader and on the Town website. On December 1, 2021, we received four packets and short-listed three firms for interviews on December 7, 2021.

The interview committee consisted of Elvis Dhima, P.E., Town Engineer, Jess Forrence, Public Works Director, and Donald Kirkland, P.E., Civil Engineer. We rated the three companies based on their qualifications and the final scoring is listed below.

Fuss & O'Neill	13.675/15 (91.17%)
CMA Engineers Inc	13.375/15 (89.16%)
John Turner Consulting	12.725/15 (84.83%)

After we selected Fuss & O'Neill, we negotiated a scope of work and fee that is in line with independent government estimate process.

NHDOT has approved the selection, hiring process, scope of work, and fee for the amount for \$74,113.72.

**Motion:**

**To approve the contract for Construction Oversight Services for the Lowell Road right turn lane to Fuss & O'Neill, Inc. for the amount of, not to exceed \$74,113.72.**

## Table of Contents

Town of Hudson, New Hampshire  
NHDOT Project Number 41754  
Scope and Fee Proposal  
Construction Administration Services for Hudson  
Lowell Road To Sagamore Bridge Transportation  
Improvements

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PROPOSED PROJECT SCHEDULE.....	8



## **SCOPE OF WORK**

### **Project Description**

The Lowell Road lane widening project consists of the installation of new gravels, pavement, curbs, sidewalks, pavement markings, pedestrian markings, drainage, traffic signals, traffic signal mast arms, light poles, utility pole relocations, amenities, and other incidentals needed for the adding of one lane on the western end of Lowell Road for southbound traffic from the entrance of Burger King/Haffner's Gas Station to the Westbound Connector on ramp for the Circumferential Highway/Sagamore Bridge.

As this project is receiving federal funds, the New Hampshire Department of Transportation's Local Public Agency Manual for the Development of Projects (the LPA Manual) will apply for construction oversight and administration during construction of this project. The project scope, schedule and fee for providing construction oversight, field observation and administration services have been developed with a knowledge and understanding of this process.

## **SCOPE OF SERVICES**

### **Construction Administration Services**

The Scope of Services for this project will conform to the requirements in the NHDOT LPA Manual. The design of the project was performed by Vanasse Hangen Brustlin, Inc. (VHB) and their subconsultants, and VHB's scope includes assisting the Town of Hudson through the bidding phase of this project. The following describes the scope of work proposed to be completed by Fuss & O'Neill for the construction and close-out of this project.

### **Construction Oversight and Field observation**

Fuss & O'Neill will provide construction oversight and field observation services to the Town of Hudson for the Lowell Road Lane Widening project for the duration of construction. We are proposing that Steve Reichert, a licensed New Hampshire Professional Engineer, will be in responsible charge of the staff assigned to perform this work and will directly supervise those engineers on a day-to-day basis. Mr. Reichert is LPA certified and has worked on multiple LPA projects as a project manager and resident engineer while an employee of Fuss & O'Neill. Mr. Reichert's resume is attached for your reference. The engineer or engineers assigned to perform the near full time construction oversight and field observation shall be experienced in construction practices and possess a full knowledge of the scope, schedule, specifications and details for this project. Those engineers assigned to perform field observation tasks shall either be LPA certified or in the process of obtaining this certification.



All aspects of construction will be overseen and observed by Fuss & O'Neill personnel. Construction activities will be witnessed to document conformance with all project plans and specifications, requirements of the Town of Hudson, traffic control plans, and any other requirements of the Contract. Fuss & O'Neill personnel will administer all provisions of the contract manual and will work closely with the Town of Hudson and New Hampshire Department of Transportation to adhere to all requirements of the LPA program.

### **Preconstruction Meeting**

Fuss & O'Neill will schedule and lead a Preconstruction Meeting for the project to be held at a location convenient to the project site. Attendees will include the Town of Hudson's person in responsible charge of the project, a representative of VHB, the selected Contractor, the NHDOT's Project Manager, a representative of the NHDOT's Office of Federal Compliance, officials from agencies such as the Hudson Fire Department and Police Department, and other interested parties as necessary. This meeting will be scheduled as soon as possible after the contract for construction has been awarded. Items such as the proposed construction schedule, utility work, and other special requirements of the project will be reviewed.

Fuss & O'Neill will prepare a detailed agenda for the meeting which will include all relevant topics detailed within the LPA manual, and prepare written meeting minutes detailing items discussed, decisions made, and any direction given. Copies of these minutes will be forwarded to all meeting attendees.

### **Construction Progress Meetings**

Fuss & O'Neill will conduct periodic construction progress meetings for the duration of the project. These meeting will include the Contractor, representatives from the Town of Hudson, VHB, and other parties as needed. Minutes of these meetings will be prepared and will document schedule status, decisions made, and any directions given, and will be retained in the project records.

### **Materials Testing**

Fuss & O'Neill will retain the services of S.W. Cole Engineering, an experienced and qualified materials testing firm to perform sampling and testing of gravels, concrete, and bituminous pavement, and compaction testing of placed gravels and pavement. These materials will be sampled and testing in accordance with the frequencies established by a Quality Assurance Program prepared by Fuss & O'Neill and forwarded to the New Hampshire Department of Transportation for approval. This testing firm will prepare materials testing reports which will be submitted to Fuss & O'Neill and the Town of Hudson to become a part of the project records.



### **Contractor Submittals**

Fuss & O'Neill will perform an initial review of all shop drawings and materials submittals received from the Contractor and evaluate whether their need for further review by VHB for adherence to their design intent. We will prepare responses to those submittals reviewed by Fuss & O'Neill personnel, and coordinate with VHB for their review responses. All submittal reviews will be returned to the Contractor for their action, and copies will be kept for the project record.

### **Payment Requisitions**

Fuss & O'Neill will review and measure installed quantities of materials on a daily basis. These quantities will be agreed to with the Contractor, and will form the basis for the Contractor's monthly payment requisition. We will review this payment requisition for accuracy and compliance with the terms and conditions of the contract, provide our recommendation for payment, and forward this to the Town for processing.

We will keep detailed daily records of pay item quantities and materials in accordance with direction provided in the LPA manual. This documentation will be retained with the project records.

### **Contractor Claims and Change Orders**

Fuss & O'Neill will review any claims for extra work from the Contractor for legitimacy, coordinate with the Town and designer VHB for a response, and prepare those responses as appropriate. Should a claim for extra work or other circumstance require a change to the Contract, Fuss & O'Neill will coordinate with VHB to prepare a change order documenting the change and providing the justification, cost impact, and schedule impact of this change to the work. This change order document will then be provided to the Town for forwarding to the NHDOT Project Manager for their concurrence. No additional/changed work will be allowed to be performed prior to NHDOT authorization.

### **Labor Compliance**

This project has received federal funds and is subject to Davis-Bacon labor compliance provisions as detailed within the contract manual. Fuss & O'Neill will work with the Contractor and the NHDOT Office of Federal Compliance (OFC) to confirm adherence to all of those provisions and identify areas of noncompliance for resolution by the Contractor. Copies of all labor compliance records will be maintained by Fuss & O'Neill through the end of the project. Labor standard interviews of applicable Contractor and Subcontractor employees will be conducted by Fuss & O'Neill during project construction, and Fuss & O'Neill will coordinate with the OFC to conduct periodic site visits and record reviews. Fuss & O'Neill will monitor Subcontractor approvals by the OFC, ensure that daily sign-in logs are being maintained by the



Contractor, and review labor categories to implement requests for additional work classifications as needed.

### **Build America Buy America**

Fuss & O'Neill will review project shop drawing and materials submittals for compliance with the Build American Buy America (BABA) provisions in the contract. Prior to authorizing payment for materials, Fuss & O'Neill will verify that Certificates of Compliance and other relevant documentation are received from the Contractor and meet Contract requirements. The engineer performing the construction field observation and oversight will confirm that all steel and iron materials being installed have the requisite certificates to demonstrate compliance with the BABA provisions or will not allow them to be installed.

### **Project Closeout**

Fuss & O'Neill will prepare all necessary closeout documentation including but not limited to the following: Certificate of Substantial Completion; Certificate of Final Completion of Work; Contractor's Release; Consent of Surety Company to Final Payment; Contractor's Final Lien Waiver; Materials Certification; Record Drawings; and Before & After Photo Sheets.

We will collect and maintain all project documentation and records throughout the life of the project. These records will be prepared and transferred to the Town of Hudson at the end of the project.

### **Administration/Office Support**

Fuss & O'Neill will provide all needed support from our office for the engineer performing on-site oversight and field observation tasks. Shop drawing reviews, responding to requests for information, and other technical support tasks will be performed by a project engineer with a strong understanding of the project plans and specifications. Management tasks such as status reviews, QA/QC of project records, coordination of project staffing, and periodic attendance at progress meetings will be performed by our designated project manager. Assistance with labor compliance record keeping, payment requisition processing, and maintaining project records for closeout will be performed by office staff as needed.

### **Invoicing**

Fuss & O'Neill will prepare monthly invoices for Town review and payment and will prepare all the documentation necessary for the Town's submission to the NHDOT for reimbursement. These invoices will closely follow the requirements of the LPA Manual, including preparation of a monthly status report, a billing task summary, a certification statement, and all other required back-up documentation.



The overhead rates that Fuss & O'Neill will use for this project are 156.45 for field work and 187.32 for office work. These rates will be fixed for the life of the contract. Also, our proposed materials testing firm S.W. Cole Engineering will use 185.57 for a field overhead rate and 239.19 for an office overhead rate.

### **Assumptions**

Fuss & O'Neill will perform the tasks described above and as detailed in the fee estimate with the following assumptions:

- The duration of near full time construction observation through Substantial Completion is assumed to be 10 weeks. If construction exceeds that time, we reserve the right to request additional funds via a contract amendment for costs associated with the longer duration of field observation and administration of the project.
- There may be a substantial material procurement period related to the fabrication of the mast arms and/or signals for the project. The ten weeks of construction assumed in our scope and fee estimate is for the construction of the project through Substantial Completion and includes mast arm and signal installation concurrent with other work. If material procurement delays the mast arm and signal installation beyond the assumed construction period, we reserve the right to request additional funds via a contract amendment for additional field observation and administration costs.
- It is assumed that the project will be bid in the spring of 2023 with construction anticipated to take place in the summer of 2023. Delays to bidding and/or construction may impact staffing availability. Should delays to construction develop, Fuss & O'Neill will work closely with the Town to ensure appropriately trained and experienced staff are provided to perform the field observation and administration of the project.



## Section 2: Project Team



**JoAnn Fryer, PE**  
**Principal-in-Charge**  
**NHDOT LPA and Labor**  
**Compliance Certified**  
**Senior Vice President**  
**Company Owner**  
**Regional Manager - North**  
**30+ Years of Experience**  
**BS, Civil Engineering**

Combining more than three decades of practical, hands-on roadway, bicycle/pedestrian, bridge, and utility project experience in New Hampshire with years of construction project management for NH LPA projects, JoAnn is ideally suited to act as Principal-in-Charge for this contract. JoAnn has outstanding communication skills, which leads to efficient and effective coordination with clients, staff, subconsultants, and other stakeholders. This streamlines the management and development of projects to meet budgeting and timeline constraints. As Principal-in-Charge, JoAnn will ensure that staff maintain proper certifications, have appropriate training, and follow requirements of the LPA process. She will work collaboratively with Steve to ensure successful completion on schedule and within budget. Examples of relevant experience include:

- Community Trail Phase III Construction, Dover, NH (LPA Project)
- Community Trail Phase I/Cochecho River Bridge Construction Administration, Dover, NH (LPA Project)
- Construction Quality Assurance, Rochester Neck Road Relocation for Waste Management, Rochester, NH
- South Street Sidewalks Construction Administration, Troy, NH
- Reed Road Bridge Construction Administration, Alton, NH (LPA Project)
- Cooperative Way Extension/Route 3/Route 106 Construction Administration, Pembroke, NH



**Steven W. Reichert, PE**  
**Project Manager**  
**NHDOT LPA and Labor**  
**Compliance Certified**  
**28+ Years of Experience**  
**BS, Civil Engineering**  
*Steve serves a number of roles, including Project Manager, Designer and Resident Engineer at Fuss & O'Neill. He has worked for municipalities throughout New Hampshire on infrastructure improvement projects.*

Steve leads Fuss & O'Neill's municipal team, and has more than 28 years of experience designing and constructing public works projects, including: full roadway reconstruction; water, sewer and appurtenance replacement; drainage replacement and erosion and sedimentation controls evaluations; complex sidewalk and roadway grading and ADA evaluation/design; design/constructability quality assurance reviews (pre-bid, RFIs, field change notices); preparation of contract specifications and bid documents; detailed calculations for quantity take-offs and schedule estimates; as well as resident engineering inspection and administration (inspection, critical review of contractor payment requisitions and extra work claims, invoicing, and closeout). Recent examples of relevant experience include:

- Construction Quality Assurance, Waste Management of New Hampshire, Rochester, NH
- South Main Street and Bay Road Utility Improvements, Newmarket, NH
- South Street Reconstruction, Milford, NH (LPA Project)
- Emerson Road Reconstruction, Milford, NH (LPA Project)
- Gaslight District Reconstruction, Manchester, NH (LPA Project)
- Library Park Intersection Improvements, Hudson, NH (LPA Project)
- Sidewalk Improvements Project, Jaffrey, NH (LPA Project)
- Community Trail, Dover, NH (LPA Project)



**David A. Lewis, PE**  
**Roadway Inspector**  
 NHDOT LPA and Labor  
 Compliance Certified  
 31 Years of Experience  
 BS, Civil Engineering  
*Dave has extensive field and  
 construction experience, serving  
 as a resident engineer and  
 construction quality assurance.*

Dave has decades of experience providing municipal, civil, and geotechnical engineering services for both public infrastructure and private development projects. He has provided field consultation to owners, designers, and construction managers during both design and construction phases. Dave has completed inspection services for numerous roadway and utility infrastructure projects, including the following recent examples:

- South Main Street and Bay Road Utility Improvements, Newmarket, NH
- CMOM Sewer Improvement Projects, Manchester, NH
- Central Square Sidewalk Reconstruction and Safe Routes to School, Troy, NH (LPA Project)
- Drapers Corner Intersection Improvements, Claremont, NH (LPA Project)
- Belvedere Road Rehabilitation, Keene, NH
- Washington Street Pump Station, Rochester, NH
- South Main Street Pump Station, Rochester, NH
- VT Route 131 Sewer Reconfiguration, Cavendish, VT



**Jed P. Sweetman**  
**Roadway Inspector**  
 NHDOT LPA Certification  
 in Process

Jed is a project engineer based in the Manchester, NH office. He has diverse experience including design of roadways, pedestrian facilities, and utility infrastructure. Recently, he has served as the Construction field inspector for the Rochester Neck Road relocation project at WMNH turnkey landfill, as well as for the roadway and utility improvements project at South Main Street and Bay Road in Newmarket.

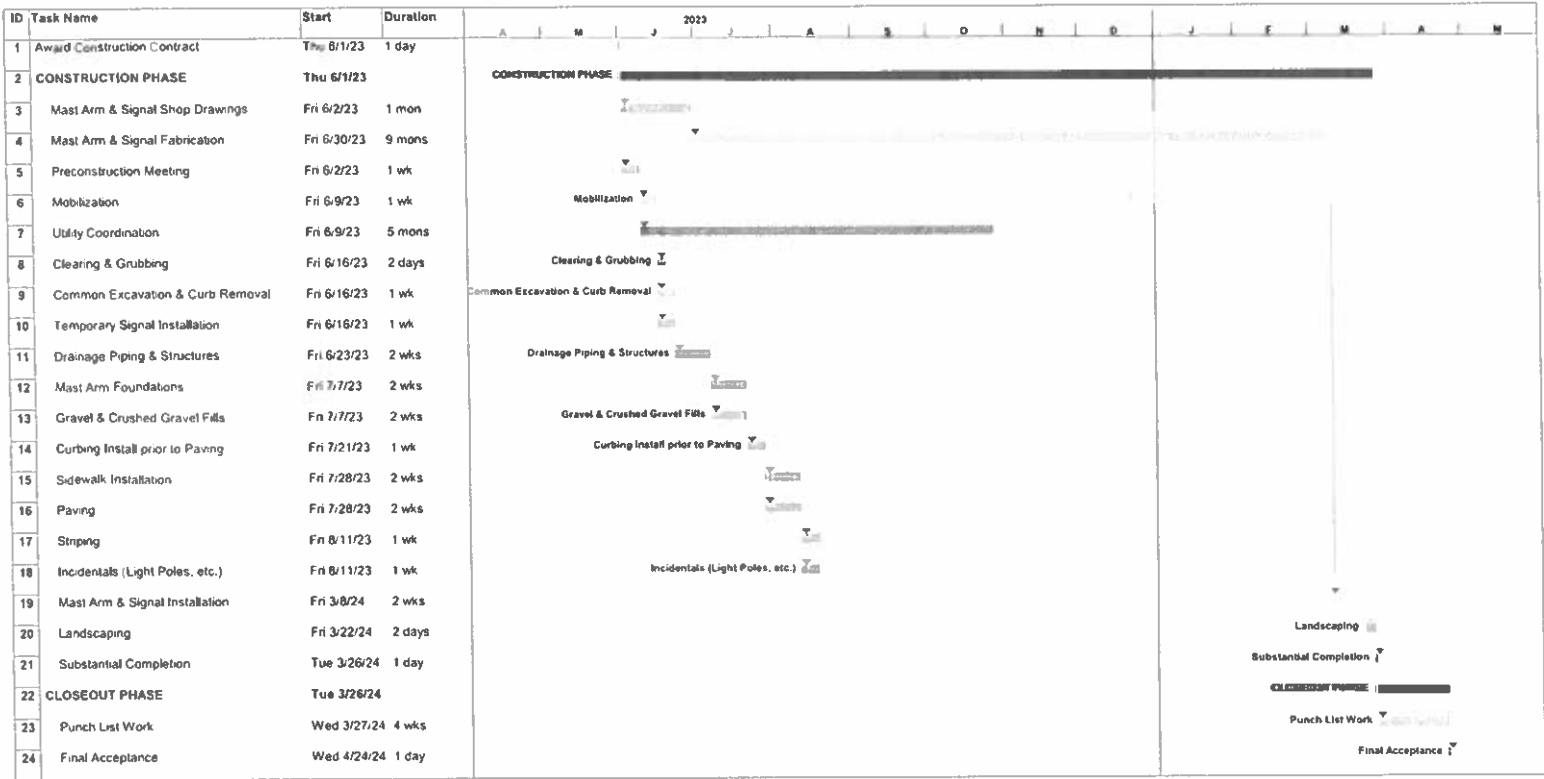


**Jonathon Havey, EIT**  
**Roadway Inspector**  
 NHDOT LPA Labor Compliance  
 Certified

John is a project engineer based in the Manchester, NH office. He has expertise in CAD drawing development, site grading, and stormwater design. In addition, he has experience completing field inspections of on-going construction projects. He recently was the on-site field inspector for the Dover Community Trails project, where he inspected and administered the LPA project.

**S.W. Cole**  
**Engineering**  
**Materials Testing**

**HUDSON LOWELL ROAD WIDENING #41754 - ESTIMATED PROJECT CONSTRUCTION TIMELINE**





FUSS & O'NEILL

Proposed Construction Engineering/Administration Fees - Final IGE

Town of Hudson, New Hampshire  
 LOWELL ROAD WIDENING (NHDOT #41754)  
 Project Cost Summary

Task #	Project Tasks	F&O Direct Labor Office	Overhead Office	F&O Direct Labor Field	Overhead Field	Profit (10%)	Direct Cost	TOTAL FEES
1.0	Construction Administration	\$ 5,370.08	\$ 10,059.23	\$ -	\$ -	\$ 1,542.93	\$ -	\$ 16,972.25
2.0	Construction Oversight & Inspection	\$ 386.52	\$ 724.03	\$ 13,608.00	\$ 21,289.72	\$ 3,600.83	\$ -	\$ 39,609.09
3.0	Contract Closeout	\$ 3,075.88	\$ 5,761.74	\$ -	\$ -	\$ 883.76	\$ -	\$ 9,721.38
	<b>SUBTOTALS:</b>	<b>\$ 8,832.48</b>	<b>\$ 16,545.00</b>	<b>\$ 13,608.00</b>	<b>\$ 21,289.72</b>	<b>\$ 6,027.52</b>	<b>\$ -</b>	<b>\$ 66,302.72</b>
<b>Direct Costs</b>								
4.0	Subconsultants (S.W. Cole Engineering)						\$ 7,811.00	\$ 7,811.00
	<b>Direct Cost SUBTOTALS:</b>						<b>\$ 7,811.00</b>	<b>\$ 7,811.00</b>
	<b>TOTALS:</b>	<b>\$ 8,832.48</b>	<b>\$ 16,545.00</b>	<b>\$ 13,608.00</b>	<b>\$ 21,289.72</b>	<b>\$ 6,027.52</b>	<b>\$ 7,811.00</b>	<b>\$ 74,113.72</b>

2/17/2023



FUSS & O'NEILL

Project Cost Breakdown

Hudson Lowell Road Widening Project - CA Services

NHDOT #41754

Elvis Dhima, PE-Town of Hudson/Tom Jameson, PE-NHDOT/JoAnn Fryer, PE-Fuss&O'Neill  
17-Feb-23

Lowell Road Widening																
TASK OUTLINE	LABOR HOURS							TOTAL HOURS FIELD	DIRECT LABOR COST FIELD	TOTAL HOURS OFFICE	DIRECT LABOR COST OFFICE	Subconsultants	ROW Special Services	DIRECT EXPENSES	Fees, Paper/Supplies, etc. Cost	
	Direct Labor Rates	PIC	PM	Const. Eng	Sr. Project Eng	Project Eng	Project Account.									Admin.
1.0	Construction Administration															
1.1	Office Administration					10	6			18	\$ 509			\$ -		
1.2	Office Engineer - Shop Drawing Reviews, RFI's, etc.		4		4	18				26	\$ 1,047			\$ -		
1.3	Project Management - Status Review/ Project Coordination/ Disbursement Requests, QA/QC & Oversight	2	36							38	\$ 2,436			\$ -		
1.4	Progress Meetings (Biweekly for 10 weeks)		18							18	\$ 1,127			\$ -		
1.5	Maintaining Project Records		2							2	\$ 125			\$ -		
1.6	Labor Compliance Monitoring, Assistance		2							2	\$ 125			\$ -		
1.10	Expenses (Paper, Copies, Reproductions)													\$ -		
	Construction Administration Subtotal:	2	62	0	4	18	10	6	0	\$ -	102	\$ 5,370			\$ -	\$ -
2.0	Construction Oversight & Inspection															
2.1	Construction Oversight & Inspection (Full time 10 weeks)			400					400	\$ 13,608				\$ -		
2.2	Preconstruction Meeting		4			4				8	\$ 387			\$ -		
2.10	Expenses - Paper, Copies, etc.													\$ -		
	Construction Oversight & Inspection Subtotal:	0	4	400	0	4	0	0	400	\$ 13,608	8	\$ 387			\$ -	\$ -
3.0	Contract Closeout															
3.1	Record Drawings		2			6				8	\$ 329			\$ -		
3.2	Assembly/Copying of Files for Turnover to Town		2			10	4			16	\$ 565			\$ -		
3.3	Final Acceptance Inspection		2	4		2				8	\$ 329			\$ -		
3.4	Closeout Documentation		6			16	4			26	\$ 1,019			\$ -		
3.5	NHDOT/FHWA Audit Support		2			6	2			10	\$ 379			\$ -		
3.6	Warranty Inspection/Site Walk		4			6				10	\$ 455			\$ -		
3.10	Expenses - Paper, Copies, etc.													\$ -		
	Contract Closeout Subtotal:	0	18	4	0	46	10	10	0	\$ -	78	\$ 3,076			\$ -	\$ -
4.0	Subconsultants															
4.1	Materials Testing											\$ 7,811		\$ -		
4.10	Expenses - Paper, Copies, etc.													\$ -		
	Subconsultants Subtotal:	0	0	0	0	0	0	0	0	0	0	0	\$ 7,811	\$ -	\$ -	
<b>Total Hours:</b>		<b>2</b>	<b>84</b>	<b>404</b>	<b>4</b>	<b>68</b>	<b>10</b>	<b>16</b>	<b>400</b>	<b>\$ 13,608</b>	<b>188</b>	<b>\$ 8,832</b>	<b>\$ 7,811</b>	<b>\$ -</b>	<b>\$ -</b>	



# FUSS & O'NEILL

Town of Hudson, New Hampshire

HUDSON LOWELL ROAD WIDENING - CA  
Fuss & O'Neill Reference No. 20211009.A10

## LABOR RATES

FUSS & O'NEILL EFFORT	
LABOR RATES	Direct Labor Avg. Rate
<b>CLASSIFICATION</b>	
Principal-in-Charge (PIC) JoAnn Fryer	\$ 90.99
Project Manager Steve Reichert	\$ 62.61
Construction Engineer Jed Sweetman Jon Havey	\$ 34.02
Senior Project Engineer Dave Lewis	\$ 46.12
Project Engineer Jed Sweetman	\$ 34.02
Project Accountant Lisa Fair	\$ 36.07
Administrative/Support Maureen MacDowell	\$ 24.79





**TOWN OF HUDSON**  
Engineering Department



8E  
Agenda  
6-13-23

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

**TO:** Steve Malizia, Town Administrator  
Board of Selectmen

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

**DATE:** June 5, 2023

**Subject:** **Engineering Services Contract Award to VHB, Inc.  
Hudson, 17-01 CMAQ, State # 41754  
Design Services During Construction Phase**

**RECEIVED**

JUN 06 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

The Town of Hudson, in early 2018, received approval for the above listed project through an 80% (State) / 20 % (local) program. In March 2018, the voters voted in favor of this project and in September of this year, we received the signed agreement from New Hampshire Department of Transportation (NHDOT).

VHB, Inc. was selected to be the design engineer through our selection by qualification process and they will provide design engineering services through the construction phase. A scope of work and fee was negotiated for the amount of \$37,886, while their existing contract is currently for \$197,283, so the new total would be \$235,682. The amount was negotiated following the Independent Government Estimate process.

NHDOT has approved the additional scope of work and fee.

**Motion:**

**To approve the amendment for Design Services for the Lowell Road right turn lane to VHB, Inc. for the amount of 37,886, not to exceed a total amount of \$235,682.**







April 22, 2022

Ref: 52573.00

Mr. Elvis Dhima, P.E.  
Town Engineer  
Town of Hudson  
12 School Street  
Hudson, NH 03051

Re: Hudson CMAQ Project #41754 – Amendment 3 Final Design and Construction Services

The following Agreement amends the November 5, 2018 Agreement and subsequent amendments between VHB and the Town of Hudson for the above referenced project. This Contract Amendment is composed of the services described herein and the compensation as detailed in the attached spreadsheets. This amendment is subject to the Terms and Conditions of the original Agreement.

#### **Phase IV: Construction Services**

##### **Task A: Shop Drawing Review**

VHB will review Contractor's shop drawings for general conformance to the Contract Documents. VHB will review shop drawings in the following categories only:

- Traffic signals and signal supports (poles and mast arms)

VHB will also review Contractor supplied mast arm structural calculations for the mast arms and foundation design calculations, ensuring they meet NHDOT standards.

VHB will provide the Town with marked-up and stamped shop drawing review documentation.

##### **Task B: Site Visits**

This amendment includes an allowance for VHB engineers to visit the project site at the Town's request to investigate issues that may arise during construction. The work may include observations, photo documentation, and discussions with representatives of the Contractor, resident engineer, Town, and others. Field survey services are not included. This task includes two (2) site visits, four (4) site visits for signals systems and one (1) site visit for punch list walk through with the Town and contractor.

##### **Task C: Responding to Contractor / Town Questions on the Design**

VHB anticipates responding to Contractor and/or Town representative questions during construction. This amendment includes an allowance for fielding and responding to questions.



**Task D: Assisting with Change Orders / Addendums to Design**

This amendment includes an allowance for supporting the Town in their development of change orders. This may include plan revisions, cost estimating or additional detailing. VHB assumes that the Town's resident engineer will handle all other change orders not requiring the development of drafted plan revisions or calculations.

**Task E: Correspondence and Meetings**

This task includes an allowance for correspondence and meetings and up to seven (7) meetings during the construction phase.

**Task F: As-Built Plans Drafting Services / Electronic Final Submission**

As-built plan mark-ups will be developed by the Contractor based on the Contractor's and/or resident engineer's marked up plans and supplied survey point / line files at the end of construction. VHB will rely on the markups being legible and VHB makes no claims to their accuracy relative to actual field conditions. VHB survey production is NOT included in the as-built efforts. VHB will produce Final As-built plans overlaid on the advertised plan set for a final as-built conditions plan set.

**ASSUMPTIONS**

- No survey services are included with this amendment.
- As-built plans will be developed by the contractor, no data gathering services are provided.
- Town of Hudson is responsible for the Registry Plan recording costs.

**SCHEDULE**

VHB will initiate the Scope of Services following written authorization to proceed and anticipates completing the scope of services at the end of construction which is estimated to be spring of 2024. This schedule may be affected by other parties including NHDOT, the Town, the contractor and utility companies.

**COMPENSATION**

VHB will perform the Scope of Services on a cost-plus fixed fee basis and subject to the terms and conditions of the original contract. The estimated Upset Limit for this amendment is \$ 37,886.00 including labor, overhead, and profit. The overhead rate of 167.56 will be in effect for the duration of the construction phase. Direct expenses will be billed at their actual cost without markup and are covered in the current contract amount for expenses.

	<u>Existing Contract Totals</u>	<u>This Amendment</u>	<u>Updated Totals</u>
LABOR & OVERHEAD:	\$ 164,221.00	\$ 33,017.00	\$ 197,238.00
FEE (10%)	\$ 16,423.00	\$ 3,302.00	\$ 19,725.00
EXPENSES	<u>\$ 17,152.00</u>	<u>\$ 1,567.00</u>	<u>\$ 18,719.00</u>
TOTALS:	\$ 197,238.00	\$ 37,886.00	\$ 235,682.00

Elvis Dhima, P.E.  
Ref: 52573.00  
February 21, 2023  
Page 3



*The execution of this amendment provides authorization for the services described above.*

**APPROVED FOR  
VANASSE HANGEN BRUSTLIN, INC.  
(ENGINEER)**

**APPROVED FOR  
TOWN OF HUDSON, NEW HAMPSHIRE  
(CLIENT)**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_


**Title:** Managing Director

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_


**Date:** \_\_\_\_\_

**Fee Proposal - Summary of Costs**

		<b>AMENDMENT COST SUMMARY</b> <b>PHASES 4 - CONSTRUCTION SERVICES</b> <b>LOWELL RD / CIRCUMFERENTIAL HWY CMAQ PROJECT</b> <b>Town of Hudson</b>				
		Direct Labor Hours	Direct Labor Cost	Overhead 167.56%	Fee 10%	Task Totals
<b>PHASE IV CONSTRUCTION SERVICES AMENDMENT</b>						
Task A	Shop Drawing Review	70	\$3,060	\$5,127	\$819	\$9,006
Task B	Site Visits	46	\$2,280	\$3,820	\$610	\$6,710
Task C	Responding to Contractor / Town Questions on the Design	16	\$800	\$1,340	\$214	\$2,355
Task D	Assisting with Change Orders / Addendums to Design	44	\$1,760	\$2,949	\$471	\$5,180
Task E	Correspondence and Meetings	32	\$1,600	\$2,681	\$428	\$4,709
Task F	As-Built Plans	77	\$2,840	\$4,759	\$760	\$8,359
Labor Subtotal		285	\$ 12,340	\$ 20,677	\$ 3,302	\$ 36,319
<b>Construction Services Phase Grand Total</b>						<b>\$ 36,319</b>
<b>AMENDMENT LABOR TOTAL</b>		285	\$ 12,340	\$ 20,677	\$ 3,302	\$ 36,319
<b>DIRECT EXPENSE TOTAL</b>						\$ 1,567
<b>AMENDMENT TOTAL</b>						<b>\$ 37,886</b>



### Estimated Direct Expenses

		LOWELL RD / CIRCUMFERENTIAL HWY CMAQ PROJECT ESTIMATED DIRECT EXPENSES Town of Hudson			
		Cost	Unit	Quantity	Direct Expense Total
<b>Study Phase Direct Expenses</b>					
1	Full Size Plotting B/W (Including Bid Sets)	\$0.45	SF	2000	\$900.00
2	Full Size Plotting - Color (for public Meetings)	\$3.25	SF	40	\$130.00
3	Mylar Plots - ROW Recording Plans	\$0.50	SF	40	\$20.00
4	Photocopying (Black & White)	\$0.095	EA	1000	\$95.00
5	Photocopying (Color)	\$0.50	EA	20	\$10.00
6	Travel (Primarily Site Meetings )	\$0.655	MI	400	\$262.00
7	Postage and Deliveries	\$100.00	Unit	1	\$100.00
8	Misc.	\$50.00	Unit	1	\$50.00
				Subtotal:	\$1,567.00
				<b>Direct Expenses Total =</b>	<b>\$1,567.00</b>

BF Agenda  
6-13-23



# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: June 8, 2023

RE: South Water Tank Discussion

**RECEIVED**

JUN 08 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

We have been approached by representatives of Verizon Company regarding leasing a portion of this site for boosting signal equipment, which would consist of equipment over the existing water tank and a building within our security perimeter fence.

The preliminary terms consist of the following:

Term: 5 years with four automatic 5-year renewals  
Rent: \$28,800/ year or paid monthly in equal installments of \$2,400.  
Rent Escalation: 2% annually  
Rent Commencement: Rent payments would commence on the 1st of the month after VZW was issued a Building Permit for the installation of its facility, regardless of whether construction begins.  
Ground Lease area: 12' x 20'

If the Board of Selectmen wishes to move forward we could prepare an agreement and start reviewing the building plans related to this agreement, subject to review by Town Counsel and Town staff.

The agreement will be subject to a final Board of Selectmen approval.

**Motion**

To authorize the Town Administrator and Town Engineer to move forward with preparing the agreement between Verizon Company and Town of Hudson.

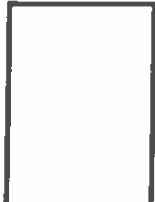




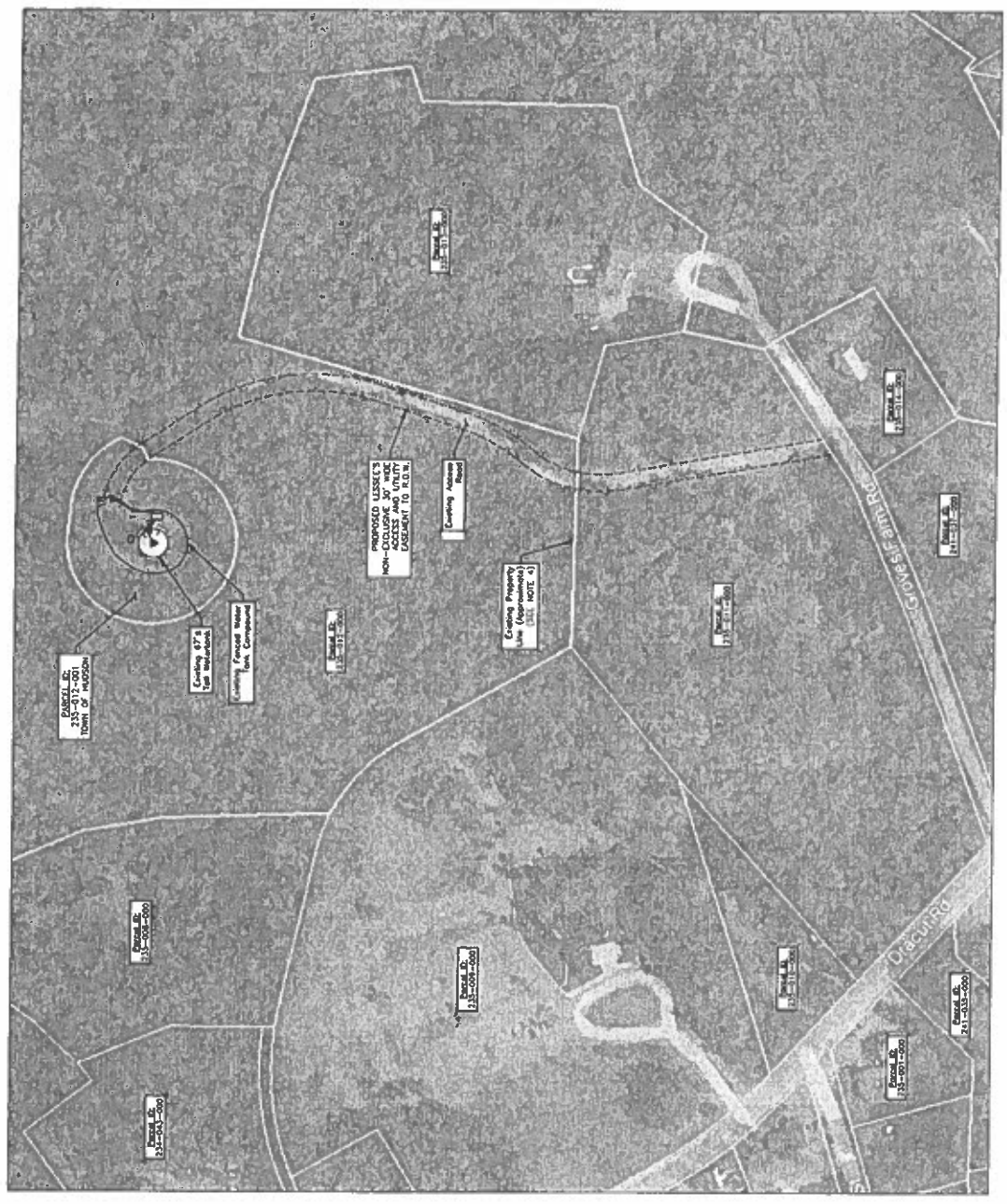
**HUDSON 3 NH**

LEASE EXHIBIT	
0	05/23/23 FOR SUBMITTAL
A	05/23/23 FOR COMMENT

**Dewberry**  
 Dewberry Engineers Inc.  
 100 HIGH STREET  
 SUITE 200  
 BOSTON, MA 02110  
 TEL: 617.552.3600  
 FAX: 617.552.3610



DRAWN BY: JG  
 REVIEWED BY: MFT  
 CHECKED BY: BBR  
 PROJECT NUMBER: 5012167  
 JOB NUMBER: 5016455  
 SITE LOCATION CODE: 699369  
 SITE ADDRESS: 12 GROVES FARM RD HUDSON, NH 030511  
 SHEET TITLE: EASEMENT PLAN  
 SHEET NUMBER: LE-1



**EASEMENT PLAN**  
 SCALE: 1"=100' FOR 11"x17"  
 1"=100' FOR 24"x36"  
 1

APPROXIMATE TRUE NORTH

- NOTES**
1. PROPOSED LOCATIONS ARE CONCEPTUAL AND FOR EASEMENT PURPOSES ONLY.
  2. ALL EXISTING UTILITIES, INCLUDING PUBLIC UTILITIES, AND LOTS ARE SHOWN AS PER RECORD DRAWINGS FOR CLARITY.
  3. SOME EXISTING & FUTURE INFORMATION NOT SHOWN FOR CLARITY.
  4. SITE PLAN BASED ON GOOGLE EARTH IMAGERY. A PARALLEL OUTLINE MAPS OBTAINED ON 05/23/23 AND 05/23/23. THE INFORMATION IS NOT GUARANTEED TO BE ACCURATE AND SHOULD BE VERIFIED BY THE CLIENT.







**HUDSON 3 NH**

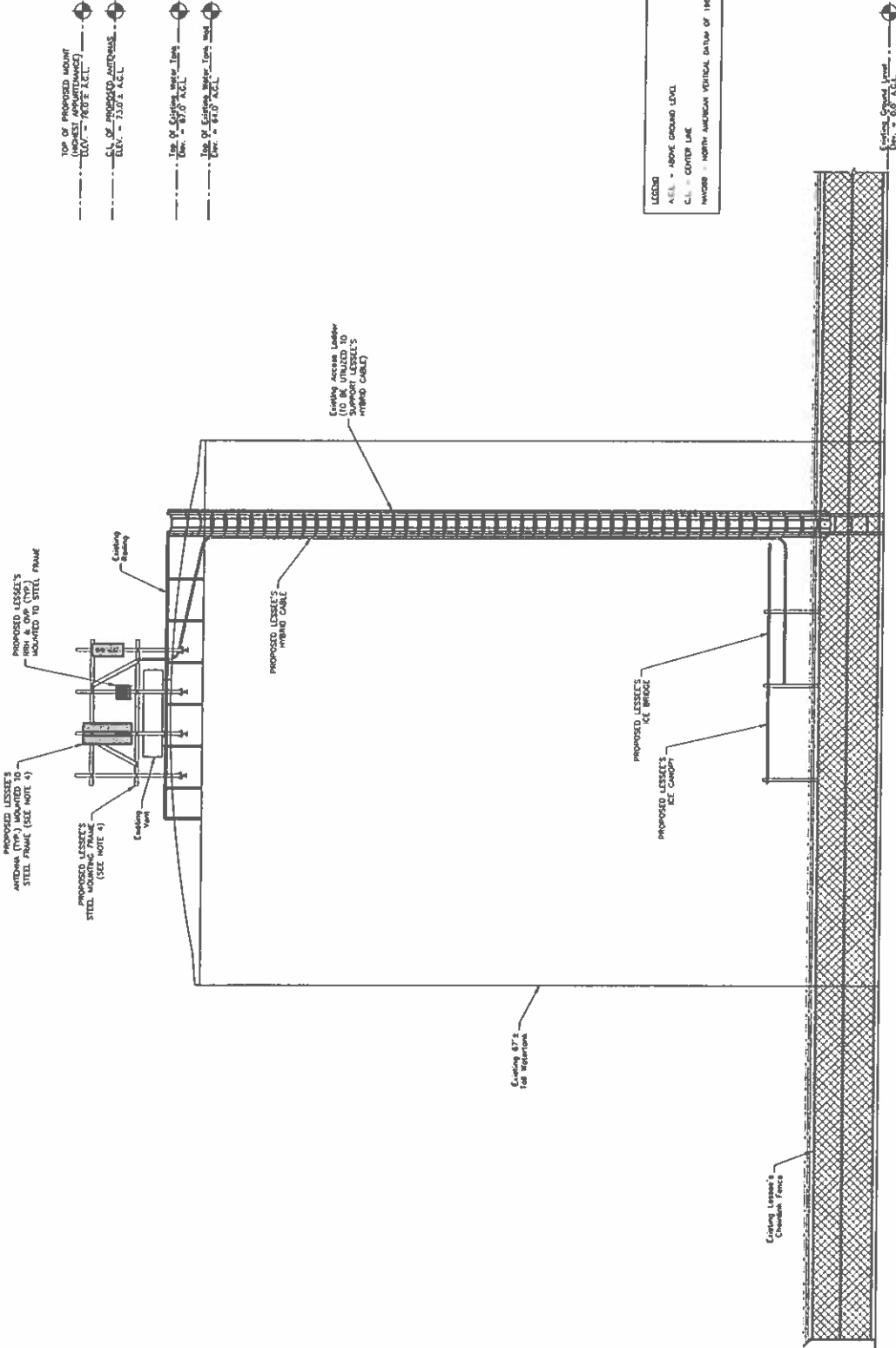
LEASE EXHIBIT	
0	05/23/23 FOR SUBMITTAL
A	05/23/23 FOR COMMENT

**Dewberry**  
 Dewberry Engineers Inc.  
 250 Main Street  
 Suite 200  
 Hudson, NH 03051  
 Phone: 603.882.2400  
 Fax: 603.882.2810



DRAWN BY:	JC
REVIEWED BY:	LFT
CHECKED BY:	BRP
PROJECT NUMBER:	50121487
JOB NUMBER:	50161305
WFE LOCATION CODE:	
SITE ADDRESS:	699369
12 GROVES FARM RD HUDSON, NH 030511	
SHEET TITLE:	
CONCEPTUAL ELEVATION	
SHEET NUMBER:	

LE-3



- NOTES:**
1. PROPOSED LOCATIONS ARE CONCEPTUAL AND FOR LEASE CHIEF PURPOSES ONLY.
  2. SOME EXISTING & FUTURE INFORMATION NOT SHOWN FOR CLARITY.
  3. ELEVATION SHOWN AS APPROXIMATE.
  4. ANTENNA AND MOUNTING OF ANTENNA STEEL FRAME INFORMATION OBTAINED FROM PREVIOUS STRUCTURAL ANALYSIS/DESIGN.

**CONCEPTUAL ELEVATION 1**  
 SCALE: 1"=10' FOR 11'11"  
 1"=5' FOR 27'3"





BG  
*Alperda*  
6-13-23

**RECEIVED**

JUN 08 2023

TOWN OF HUDSON  
SELECTIONS OFFICE



# Hudson Community Power

## *Electric Aggregation Plan Update*

June 13, 2023

Presented by: Hudson Electric Aggregation Committee

Presented to: Hudson Board of Selectmen

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

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





# Agenda

1. Review Current State of Affairs
    - a) Due Diligence
    - b) Workshop with BOS
    - c) Timeline Considerations
    - d) Next Steps
  2. Questions & Discussion
-

# Due Diligence

- ✧ The HEAC has heard presentations from all three candidate partner organizations:
  - ✧ Colonial Power Group / Freedom Energy Logistics (March 27<sup>th</sup>)
  - ✧ Standard Power / Good Energy (April 24<sup>th</sup>)
  - ✧ Community Power Coalition of New Hampshire (May 22<sup>nd</sup>)
- ✧ A set of questions to be addressed were submitted to each candidate in advance of the presentation
- ✧ The presentation documents are available on the HEAC web site along with a link to the HCTV recording of the corresponding Sustainability Committee meeting

# Due Diligence

- ✧ The committee has reached out to local municipalities that launched CPAs this spring. We want to understand their due diligence process and how they reached their partnering decisions:
  - ✧ Peterborough (June 14<sup>th</sup>)
  - ✧ Nashua (July 19<sup>th</sup> – tentative)
  - ✧ Others? (TBD)
- ✧ The committee is working to distill the information gathered so far, and has plans to reach out to the candidate organizations for additional clarifying information
- ✧ In parallel, we are observing how things are going with the communities that have already launched Community Power Agencies this spring

# Workshop with BOS

- ✦ The committee has secured October 3<sup>rd</sup> for a workshop with the BOS
- ✦ The plan is to bring our partnership recommendation to the workshop as well as the analysis we went through justifying that recommendation
- ✦ We will have a packet prepared for submission ahead of the workshop



# Timeline Considerations

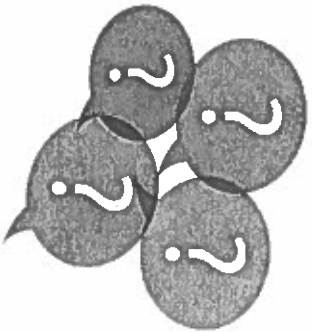
- ✦ Assuming the BOS decides to stand up HCP, we need to inform the PUC & Eversource ahead of time. How far in advance that notice must be depends on the date we want to go live. If the 'go live' date is in the:
  - ✦ First two months of Eversource's rate cycle (February & March), then we must give 90 days notice
  - ✦ Last four months of Eversource's rate cycle (April, May, June, July), then we must give 45 days notice
- ✦ Examples: If we want to go live on February 15<sup>th</sup>, we would need to give notice by November 17<sup>th</sup>; going live on April 5<sup>th</sup> would require notice by February 20<sup>th</sup>

# Timeline Considerations

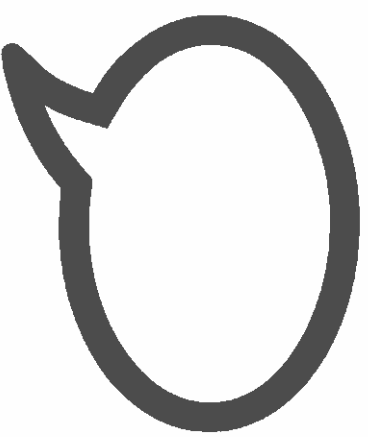
- ✦ Forward market projections indicate that it may make financial sense to go live earlier than currently planned (late spring of 2024)
  - ✦ A March or even a February launch date for HCP might be possible
  - ✦ Benefit: An earlier HCP launch means customers benefit sooner from lower rates
  - ✦ Consequence: A possible earlier launch date does put some pressure on the HEAC and the town to move more quickly than originally planned
  - ✦ Action: Move up the submission of the Electric Aggregation Plan (EAP) to the PUC
    - ✦ This changes nothing but makes it possible to launch earlier if we choose to do so
    - ✦ Note: the PUC takes 60 days to approve an EAP submission
-

# Next Steps

- ✦ There are many other things that also need to be done (regardless of the CPCNH vs. broker decision) including but not limited to:
  - ✦ Finalize the Electric Aggregation Plan (EAP) and send it to the PUC (and others) for approval
  - ✦ Request customer datasets from Eversource
  - ✦ Set up a web site for HCP; organize & deliver other public engagement activities
  - ✦ Plan and execute the launch sequence and related activities
- ✦ CPCNH has been and will continue to be a great resource in helping us to manage / negotiate these activities



# Questions & Discussion





85 Agada  
6-13-23



# TOWN OF HUDSON

## FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



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

Scott J. Tice  
Chief of Department

**RECEIVED**

JUN 08 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Marilyn McGrath  
Chairperson, Board of Selectmen

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

DT: June 8, 2023

RE: June 13, 2023 BOS Public Agenda – Administration Vehicles

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

As part of our FY24 fleet replacement project, we are looking to purchase two Command Vehicles. Deputy Paquette has been diligently working on locating vehicles for purchase. Given the current economic climate, stock is extremely low and finding vehicles that are available and in line with our budget has been challenging.

McGovern Municipal HQ out of Framingham Massachusetts has two leftover 2022 Ford Explorers available. We were able to secure the same price as HPD, as they are purchasing three vehicles from McGovern in FY24 as approved by the BOS at the May 23, 2023 meeting. We have obtained quotes for emergency lighting installation as well as the radios with installation. These vehicles will arrive with a minimal lighting package and a single-head radio without a command console in the rear of the vehicle.

We will receive a trade-in allowance of \$5,000.00 for the 2009 Tahoe currently assigned to Deputy Chief Enos. After much discussion and a review of the small fleet, we would recommend that we keep Vehicle 37, a 2016 Ford Explorer currently assigned to the Fire Chief as the trade in value is only \$4,650.00 due to the saturation of Explorers within the trade in market at this time of the fiscal year.

I would recommend that we waive the bidding process for this project and purchase through McGovern Municipal HQ, as they are the only dealer with available explorers in stock. Switching to a custom 2023 or buying a 2023 stock explorer from a local dealer will only increase the cost and will put us further beyond our approved budget.



The breakdown in costing is as follows depending on the number of vehicles being traded in:

**Trade in of 2009 Chevy Tahoe**

<b>FY 2024 Administration Vehicles</b>			
	Car # 1	Car # 2	Both Vehicles
2022 Ford Explorer			
Vehicle Purchase	\$ 37,195.80	\$ 37,195.80	\$ 74,391.60
Motorola Radio	\$ 4,587.52	\$ 4,587.52	\$ 9,175.04
Radio Installation	\$ 858.57	\$ 858.57	\$ 1,717.14
Public Safety Warning Lights	\$ 11,185.37	\$ 11,185.37	\$ 22,370.74
Totals	\$ 53,827.26	\$ 53,827.26	\$ 107,654.52
		Trade-In	\$ (5,000.00)
		Total Financed	\$ 102,654.52

The five-year lease purchase annual payment is \$23,319.38. We currently have \$20,490.00 budgeted in the Fire – Suppression, Trucks (5730-404) account for this lease purchase. The additional \$2,829.98 shall be funded out the operational budget to satisfy the full lease purchase yearly payment.

**Trade in of 2009 Chevy Tahoe and 2016 Ford Explorer**

<b>FY 2024 Administration Vehicles</b>			
	Car # 1	Car # 2	Both Vehicles
2022 Ford Explorer			
Vehicle Purchase	\$ 37,195.80	\$ 37,195.80	\$ 74,391.60
Motorola Radio	\$ 4,587.52	\$ 4,587.52	\$ 9,175.04
Radio Installation	\$ 858.57	\$ 858.57	\$ 1,717.14
Public Safety Warning Lights	\$ 11,185.37	\$ 11,185.37	\$ 22,370.74
Totals	\$ 53,827.26	\$ 53,827.26	\$ 107,654.52
		Trade-In	\$ (9,650.00)
		Total Financed	\$ 98,004.52

The five-year lease purchase annual payment is \$22,264.37. We currently have \$20,490.00 budgeted in the Fire – Suppression, Trucks (5730-404) account for this lease purchase. The additional \$1,774.37 shall be funded out the operational budget to satisfy the full lease purchase yearly payment.

The financing is provided through Leasing2 with whom we have utilized consistently over the past several years for our lease purchasing needs.

**Motion #1:**

To waive the competitive bidding requirements as outlined in Hudson Town Code 90 8-1C and allow the Fire Chief to purchase two 2022 Ford Explorers from McGovern Municipal HQ.

**Motion #2:**

To accept the Fire Chief's recommendation to purchase two 2022 Ford Explorers from McGovern Municipal HQ in the amount of \$74,391.60 and secure funding through Leasing 2 on a five-year term at \$23,319.38 per year with the first payment due on August 1, 2023.





85 Agenda 6-13-23

# TOWN OF HUDSON

## Finance Department



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 7, 2023

**Subject:** Police Detail Rate Increase for Cruisers

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

**Recommendation:**

I agree with the recommendation of the Police Chief to increase the rate per hour, for cruisers used on details, from \$15 - \$20 per hour.

**Information:**

A historical look at billing shows that the \$15 rate goes back to at least 2006. The price increase of gasoline alone justifies this increase.

**Motion:** *To increase the cruiser rate on Police Details from \$15.00 per hour to \$20.00 per hour at a four (4) hour minimum. Recommended by the Police Chief and Finance Director.*

**Cc:** Tad Dionne, Police Chief





# TOWN OF HUDSON

## Police Department

*Partners with the Community*

1 Constitution Drive, Hudson, New Hampshire 03051  
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 594-1162




*Tad K. Dionne  
Chief of Police*

*Captain David A. Cayot  
Special Investigations Bureau*

*Captain Steven C. McElhinney  
Administrative Bureau*

*Captain Patrick M. McStravick  
Operations Bureau*

To: The Board of Selectmen  
Steve Malizia, Town Administrator

From: Tad K. Dionne, Chief of Police 

Date: 08 June 2023

Re: Police Detail Rates

**Scope:**

The Police Department is requesting to meet with the Board of Selectmen at their 13 June 2023 meeting to respectfully ask the Board of Selectman to increase the private detail cruiser rate charged per hour for a cruiser to accompany the officer.

Our current fees are at \$15.00 per hour for a cruiser with a four (4) hour minimum charge per detail request. To my knowledge this rate has not been increased in more than 10 years. With the volatile prices of gas, supply chain issues for vehicles and spike in inflation, we feel an increase from \$15.00 per hour to \$20.00 per hour for a cruiser will properly adjust for rising costs associated to maintaining cruisers at details. Total billings to cover the cost of the officer at details will remain the same.

**Motion:**

I recommend a motion to increase additional charge to the consumer to have a cruiser accompany an officer at an outside detail from \$15.00 per hour to \$20.00 per hour at a four hour minimum.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY





Town of Hudson, NH  
Wednesday, June 7, 2023

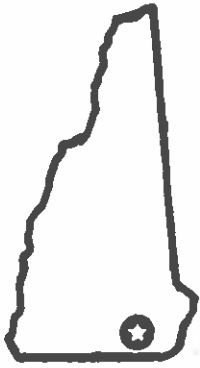
## Chapter 205. Fees

### § 205-8. Police Department fees.

Police Department fees are set as follows:

- A. Accident/Crime scene photos:
  - (1) 3 by 5 film developing: \$4 each.
  - (2) 8 by 10 film developing: \$10 each.
  - (3) Digital color printout: \$3 each.
  - (4) Black and white digital print: \$2 each.
- B. Reports (includes incidents, arrests, investigations, accidents): \$10 (up to 10 pages); domestic violence incident: \$10 for plaintiff, no charge for victim.
- C. Reports/Major investigations (over 10 pages): \$1 per page.
- D. Pistol/Revolver permit: \$10.
- E. Games of chance permit: \$25.
- F. License to sell pistol/revolver: \$10.
- G. Solicitor's license (by ordinance): \$10.
- H. Written requests to research traffic studies, criminal statistics: \$25 each.
- I. Letter of conduct/record check: \$5.
- J. Fees for parking violations (paid directly to the Town): \$20.  
[Amended 3-27-2007]
- K. Dictaphone cassette recordings: \$25.
- L. Video recordings: \$50.
- M. Police cruiser present at details (by request): \$15 per hour. ←  
[Amended 12-14-2004]
- N. Daily log:
  - (1) Twenty-four-hour period, up to five pages: \$5.
  - (2) Over five pages: \$1 per page.
- O. Copies of statistics as compiled monthly/yearly: \$5 each.
- P. Dispatch screen (accident under \$1,000 or other call): \$5.





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

OK Agenda 6-13-23



---

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: June 5, 2023

Re: Building Board of Appeals – Proposed Application Fee

The Building Board of Appeals held an organization meeting on May 25, 2023 at which time, they elected officers, adopted Rules of Procedure and voted to recommend that an Application Fee of \$200 be adopted. Should the Board accept their recommendation to adopt an Application Fee for the Building Board of Appeals, the following motion would be appropriate:

***Motion: To send the proposed Application Fee for the Building Board of Appeals to a public hearing on June 27, 2023.***

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



## **205-18 Building Board of Appeals**

A. Building Board of Appeals fees are set as follows:

1.) Application Fee: \$200.00 per application





# TOWN OF HUDSON

## Building Board of Appeals



---

12 School Street · Hudson, New Hampshire 03051

### 1. Call to Order

The May 25, 2023 meeting of the Building Board of Appeals was called to order at 7: 02p.m in the Board of Selectmen Meeting Room Town Hall, by Board member Jeff Emanuelson.

### 2. Attendance

Present – All members of the Building Board of Appeals - Jeff Emanuelson, Tim Malley, Michael Lawlor

### 3. New Business:

#### A. Election of Officers

Motion by Tim Malley, seconded by Michael Lawlor to appoint Jeff Emanuelson as Chairman of the Building Board of Appeals. Motion carried 3-0.

Motion by Michael Lawlor, seconded by Jeff Emanuelson to appoint Tim Malley as Vice-Chairman. Motion Carried 3-0.

Motion by Tim Malley, seconded by Jeff Emanuelson to appoint Michael Lawlor as Secretary. Carried 3-0.

#### B. Adoption of procedures

The Board reviewed the Rules of Procedure as the Chairman briefly read through. The group agreed that where this is a three person Board a meeting should only be considered official if all three members are present. The Rules of Procedure will be updated to reflect this.

#### C. Discussion of Application Fee

Mr. Malley explained that any fee would have to be approved by the Board of Selectmen. All agreed to recommend an Application Fee of \$200 to the Board of Selectmen, for approval.

Mr. Emanuelson continued the review of the proposed Rules of Procedure. Seeing no further comments from the Board a motion was made by Tim Malley and seconded by





Michael Lawlor, to approve the Rules of Procedure as amended this evening. Motion carried 3-0.

#### 4. Other Business

Mr. Emanuelson explained that the application process is modified from the Zoning Board of Adjustment, as their application requires much of the same information. The Board agreed that the Application Form for the Building Board of Appeals was adequate and just in need of the Board of Selectmen approval of the Application Fee. Mr. Malley made a motion, seconded by Mr. Lawlor to accept the Application Form once the fee is approved by the Board of Selectmen. Motion carried 3-0. Mr. Malley then said that once the fee is approved the updated form will be posted on the Building Board of Appeals webpage.

#### 5. Adjournment/Scheduling of next meeting

At this time there was no need to schedule a future meeting. Motion to adjourn at 7:09p.m. by Tim Malley, seconded by Michael Lawlor. Motion carried 3-0.

Recorded by HCTV. Transcribed by Jill Laffin, Executive Assistant to the Board of Selectmen

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Jeff Emanuelson, Chairman

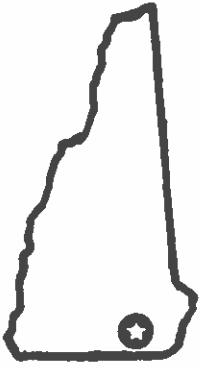
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Tim Malley, Vice-Chairman

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Michael Lawlor, Secretary






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

8L  
Agenda  
6-13-23



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: June 5, 2023  
Re: Personnel Policies - Earned Time Conversion

I am requesting that the Board of Selectmen consider amending the Town's Personnel Policies by converting the traditional vacation time and sick time to earned time. As you are aware, the majority of the Town's employees are covered by earned time and don't accrue vacation or sick time. A modest number of employees, mostly department heads, are still covered by the traditional vacation and sick time. Or in other words, approximately 185 employees are covered by earned time and about 15 or so employees are covered by vacation and sick time. Earned time has been in the Town for at least 30 years and is the benefit that all employees covered by a collective bargaining agreement receive. Non-union employees do not receive the same benefit. In essence, the Town is operating under two (2) different systems in payroll. As most of the department heads have been promoted through the ranks, they had previously been covered by earned time and they are switched to the vacation and sick time accrual upon promotion to the non-union department head position. It is my opinion, that by amending the Personnel Policies to provide earned time to all employees, the Town will benefit in retaining and attracting candidates for department head positions and streamline payroll by having one system for time off for all Town employees. I have prepared proposed Personnel Policies for the Board to review to put this changes into place. I would also note that the policies are modeled on the earned time language that is found in the collective bargaining agreements, in particular, the Supervisors Association. Should the Board accept my recommendation to convert all employees to an earned time system, the following motion would be appropriate:

***Motion: To send the proposed Personnel Policies changes to convert all employees to an earned time system to a second reading on June 27, 2023.***

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



# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Jury/Court Leave

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Policy Number: VII B	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 11/10/1997	Review Frequency: As Needed

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### VII. LEAVE

#### B. Jury/Court Leave

**Purpose:** To establish a policy for jury leave for Town employees.

**Statement of Policy:** Any regular full-time or part-time employee who is required to serve on a jury, or as a result of official Town of Hudson duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary employee called will have his or her probationary period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his or her supervisor immediately in order that arrangements may be made to cover the position. The Town reserves the right to request that an employee who is called for jury be excused if his or her absence would create a hardship on the operational effectiveness of the department to which they are assigned.

The employee is responsible to turn over jury or witness fees to the Finance Department, excluding mileage fees.

Time away will not affect ~~vacation, sick leave or personal~~ earned time leave accruals.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is taken as Earned Time, or accrued vacation or personal leave, whichever is appropriate. Court payments for travel expenses are to be retained by the employee.



The employee may keep any court payment for services performed on the days of his or her regularly scheduled weekend or performed while on vacation or personal leave.

Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his or her supervisor and to report to work as instructed.

# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Personal Leave

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Policy Number: VII C	Revision Number: 1
Approved By: Board of Selectmen	Revision Dates: 6/22/99
Origination Date: 02/10/1998	Review Frequency: As Needed

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### VII. LEAVE

#### C. Personal Leave

**Purpose:** To establish guidelines for the use of Personal Leave by non-represented employees.

**Statement of Policy:** Personal leave with pay may be granted to regular, non-represented employees who work 20 hours per week or more, with the prior approval of the Town Administrator or Chairman of the Board of Selectmen, to conduct personal business which cannot otherwise be conducted on days when the employee is not required to work.

Eligible employees shall be allowed a maximum of four calendar days (32 hrs.) of personal leave in each calendar year at his or her normal rate of pay. Such leave is not considered a right and is not subject to accrual from one calendar year to the next. For eligible employees who work less than 40 hours per week, or less than a full calendar year, this leave will be prorated. (Amended by BOS on 6/22/99 from three personal days to four for Nonunion Employees.)

**This policy has been voided and replaced by Policy VII L Earned Time effective July 1, 2023.**



# Town of Hudson, NH

## Policies and Procedures



Section: Leave  
 Subject: Bereavement Leave

Policy Number: VII D	Revision Number: 1
Approved By: Board of Selectmen	Revision Dates: 5/27/14
Origination Date: 02/10/1998	Review Frequency: As Needed

### VII. LEAVE

#### D. Bereavement Leave

**Purpose:** To establish guidelines for the use of bereavement leave due to a death.

**Statement of Policy:** Represented employees receive bereavement leave in accordance with the provisions of their applicable collective bargaining agreement.

A non-represented regular full-time or regular part-time employee will be given bereavement leave of three (3) working days with pay in the event of the death of his/her:

Spouse	Child
Mother	Father
Sister	Brother
Mother-in-law	Father-in-law
Daughter-in-law	Son-in-law
Grandchild	Step-child
Step-Mother	Step-Father
Step-Sister	Step-Brother

Special leave of one (1) working day with pay shall be granted an employee in the event of the death of her/his:

Aunt	Uncle
Grandmother	Grandfather
Sister-in-law	Brother-in-law
First cousin	

If additional time is necessary, it shall be taken as ~~vacation~~ earned time or unpaid leave if ~~vacation~~ earned time has been exhausted with advance authorization by the appropriate department head and/or Town Administrator's office. Time for attendance at funeral of others may be granted without pay or made up within the same pay period.

The employee must notify his or her immediate supervisor upon making determination to take time off from work.

Employees who fail to return to work on the date specified to the department head without receiving an extension are subject to disciplinary action up to and including termination.

# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Continuance of Pay During Disability

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Policy Number: VII E	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 06/06/2000	Review Frequency: As Needed

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### VII. LEAVE

#### E. Continuance of Pay During Disability

**Purpose:** To establish guidelines for the continuance of pay and coordination with other compensatory benefits during periods of disability.

**Statement of Policy:** Any employee who is absent because of sickness or injury, and is eligible to receive disability or Workers' Compensation payments, may elect to use accumulated ~~vacation or sick leave or Earned Time~~ or Sick Leave Pool, whichever is appropriate, to receive as a supplemental payment the difference or portion of the difference between that employee's regular salary and the payments received under Workers' Compensation or the Town-provided disability program. Under no circumstances will the employee be allowed to receive an aggregate amount in excess of that employee's regular salary.

# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Vacation Leave

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Policy Number: VII H	Revision Number: 2
Approved By: Board of Selectmen	Revision Dates: 4/24/01, 6/26/01
Origination Date: 04/10/2001	Review Frequency: As Needed

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### VII. LEAVE

#### H. Vacation Leave

**Purpose:** To establish a policy and guidelines for the use of Vacation Leave for non-represented Town of Hudson employees; to ensure that vacation leave is scheduled with consideration to the operational needs of the Town, and to establish a procedure for communication and approval.

**Statement of Policy:** Represented employees receive vacation leave or earned time in accordance with the provisions of their applicable collective bargaining agreement.

After successful completion of his or her probationary period, each regular employee who works 20 hours per week or more will be granted vacation leave with pay.

**Accrual:** Except as may be otherwise provided, non-represented full time employees will earn and accrue vacation leave in accordance with the following schedule:

- Six months through five years of employment: 1.25 days per month (3 weeks per year) (amended 6/26/01)
- Six years through 11 years of employment: 1.67 days per month (4 weeks per year) (amended 6/26/01)
- 11 years of employment and over: 2.08 days per month (5 weeks per year) (amended 6/26/01)

Each non-represented regular part-time employee who works 20 hours per week or more will be granted vacation leave with pay on a pro rata basis equal to that employee's regular hours per week as a percent of 40 hours.

An employee may accumulate, and carry over into a subsequent calendar year, accrued vacation leave to a maximum of two times the annual rate of accrual.

If an employee is prevented from working by illness or injury, and is drawing on

accumulated sick leave, the employee will continue to earn vacation leave during such absence. Vacation leave will not accrue during leaves of absence without pay.

Vacation Use: Only vacation earned and accumulated may be taken. Vacation leave will not be "advanced" except with the explicit approval of the Town Administrator and Board of Selectmen.

At least one-half of the vacation leave earned during any calendar year must be taken during that calendar year.

Vacation leave must be taken in units not smaller than one-half day, or four hours.

An employee may receive vacation pay before vacation leave is taken, where the employee's pay date occurs during the anticipated leave. In order to receive such payment, the employee must apply to the Finance Department at least 10 working days prior to the date on which the payment is requested.

With the approval of the Town Administrator, an employee may use accumulated vacation leave in lieu of sick leave, after all accumulated sick leave time has been exhausted.

Paid holidays that occur during vacation are not charged to vacation. Illness occurring during vacation leave may be charged to sick leave upon proper verification and approval by the Town Administrator.

On written application, and with the approval of the Town administrator, an employee may transfer not more than 25% of his or her accumulated vacation leave to another employee in order to assist such other employee in a bona fide emergency, where such assisted employee has exhausted his or her accumulated leave. *(Amended paragraph adopted April 24, 2001.)*

Scheduling: Department heads are responsible for managing the vacation schedules in their departments and for administering the provisions of this policy within their departments. Vacation schedules for department heads will be subject to the approval of the Town Administrator.

Vacation approvals by department heads and by the Town Administrator will be made such that the operational needs of the Town are maintained.

Unless approved by the Town Administrator or Board of Selectmen, department heads and the next ranking employee in that department, if applicable, will not take vacation leave at the same time.

Termination: An employee who is permanently separated from Town employment for any reason will be paid for his or her earned but unused accumulated vacation leave at the employee's regular rate of pay. In the instance of death of an employee, any such payment will be made to designated beneficiaries or to the employee's estate.

**This policy has been voided and replaced by Policy VII L Earned Time effective July 1, 2023.**

# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Sick Leave

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Policy Number: VII I	Revision Number: 1
Approved By: Board of Selectmen	Revision Dates: 6/26/01
Origination Date: 04/10/2001	Review Frequency: As Needed

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### VII. LEAVE

#### I. Sick Leave

**Purpose:** To establish a policy and guidelines for the use of sick leave for Town of Hudson employees

**Statement of Policy:** Represented employees receive sick leave or earned time in accordance with the provisions of their applicable collective bargaining agreement and this policy. Non-represented employees receive sick leave in accordance with this policy or as modified by specific agreement.

**Accrual:** Regular full-time employees will accrue sick leave at the rate of eight hours per month. Regular part-time employees who work a minimum of 20 hours per week will accrue sick leave on a *pro rata* basis. Sick leave may be taken only when earned and, for new employees, after 90 days of continuous employment. Unused sick leave may be carried over and may accumulate to a maximum of 60 days.

**Use of Sick Leave:** Paid medical leave is granted to eligible employees for the following reasons:

1. Illness or physical incapacity of the employee.
2. Enforced quarantine of the employee or an immediate family member necessitated and dictated by community health regulations.
3. Medical appointments during working hours.
4. Illness occurring during vacation leave may be charged to sick leave upon proper verification and approval by the Town Administrator.

**Eligibility:** To be eligible for paid sick leave, an employee must:

1. Report promptly to his or her supervisor, stating the nature of the illness prior to the

beginning of the work period for which the sick leave is sought or as soon after the beginning of such period as is possible.

2. Keep the supervisor informed of the employee's condition and location.
3. Submit a written statement from a qualified medical practitioner outlining the illness and any restrictions on the employee if requested by the supervisor. Such requests will not be unreasonably imposed.

Release: The Town may require a written release from the employee's treating medical practitioner or one retained at the Town's expense, as applicable, before an employee may return to work.

Sick Leave Pool (Added 6/26/01). The sick leave pool is intended to provide security by allowing non-represented employees to 'buy' insurance for extended illness, or other disability. When 'buying' pool days, employees convert sick leave days on a one to three basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.

Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

1. Use of pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability.
2. A physician's report must accompany the request to use pool days.
3. It is *not* necessary to use up all sick leave days before using pool days.
4. The employee may continue using pool days until his/her pool is exhausted, or until no longer disabled.
5. Periodic. Doctor's reports may be required.
6. The maximum pool day accrual is 150 days (i.e., the maximum conversion of sick leave days is 50, which would convert to 150 pool days). If pool days are used, or if an employee wishes to add to his/her pool days, more sick leave days may be added each July (to a total of 150). Sick leave days may *not* be converted to pool days at any other time.

Separation (Amended 6/26/01): Upon separation from service under normal circumstances, the Town will pay the employee the equivalent of 50% of the accumulated earned and unused sick leave, but in no case an amount greater than 50% of the maximum accumulation as noted above, or the equivalent of 30 days. Should termination result from disciplinary action, or an act which demonstrates unfitness for continued employment within the Town, such as theft or immoral conduct, the employee will not be eligible for such payment. Additionally, in the instance of a resignation by the employee where less than two weeks notice is accorded to the Town, the amount of such payment will be pro-rated based on the amount of notice given.

**This policy has been voided and replaced by Policy VII L Earned Time effective July 1, 2023**





# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Education Leave

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Policy Number: VII J	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 04/10/2001	Review Frequency: As Needed

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### VII. LEAVE

#### J. Education Leave

**Purpose:** To establish a policy and guidelines governing the use of education leave for Town of Hudson employees.

**Statement of Policy:** Upon written request by the employee, recommendation of the Town Administrator and approval by the Board of Selectmen, a full time employee of the Town may be granted a leave of absence without pay for up to 24 months for the express purpose of enhancing the employee's education or training, provided that such leave does not detract from the operational needs or effectiveness of the Town. At the employee's return, the employee will, if possible, be reinstated to the same or equivalent position, with the restoration of pay, seniority, status, benefits and other employment terms that existed prior to such leave.

No sick leave, holiday, vacation earned time or other benefits will accrue to the employee while on such leave of absence.

Failure to return to work at the expiration of such leave may be considered as a resignation from service to the Town.

# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Other Unpaid Leave

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Policy Number: VII K	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 04/10/2001	Review Frequency: As Needed

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### VII. LEAVE

#### K. Other Unpaid Leave

**Purpose:** To establish a policy and guidelines governing the use of extended personal leave for Town of Hudson employees.

**Statement of Policy:** Upon written request by the employee, recommendation of the Town Administrator and approval by the Board of Selectmen, a full time employee of the Town may be granted a general leave of absence without pay for up to 12 months. Application for such leave must specifically set forth the reasons for such request and may only be granted when such leave does not detract from the operational needs or effectiveness of the Town. At the employee's return, the employee will, if possible, be reinstated to the same or equivalent position, with the restoration of pay, seniority, status, benefits and other employment terms that existed prior to such leave.

No sick leave earned time; holiday, vacation or other benefits will accrue to the employee while on such leave of absence.

Failure to return to work at the expiration of such leave may be considered as a resignation from service to the Town.

# Town of Hudson, NH

## Policies and Procedures



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Section: Leave  
Subject: Earned Time

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Policy Number: VII L	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 07/01/23	Review Frequency: As Needed

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### VII. Leave

#### 1. Earned Time

**Purpose:** to establish a policy and guidelines for the use of earned time for non-represented Town of Hudson employees; to ensure that earned time leave is scheduled with consideration to the operational needs of the Town, and to establish a procedure for communication and approval.

**Statement of Policy:** Represented employees receive earned time in accordance with the provisions of their applicable collective bargaining agreement.

Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash as the time of termination (except as noted further in this policy). Earned Time is available as soon as it is "earned". The exact number of Earned Time day available each year will depend on the years of service to the Town.

Note: Bereavement Leave is provided by a separate benefit. (See Policy VII D)

**Coverage:** Members who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

0 thru 5 years	25 days per year
6 thru 11 years	29 days per year
More than 11 years	35 days per year

For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of seniority (i.e. years of continuous service to the Town). Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental

compensation such as overtime are excluded) and on years of service to the Town. Note: For purposes of this article, one day shall be defined as 8 hours for all employees.

Termination and Restoration of Service Credit: A member whose break in service from the Town is less than one year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one year an individual will earn one year credit for each year after return, until the total past credit is accrued. After five years of employment following return to work, credit for all previous service will be given.

Usage: Earned Days may be used after being earned including during a member's probationary period. Absences will be mutually agreed upon by the employee and the Department Head or his/her designee prior to the date of absence, unless the employee was unable to anticipate and plan for the absence. Requests for earned time usage shall not be unreasonably denied. Denial of earned time shall be based on needs of the Department and reason(s) shall be provided to the employee in writing. Earned Days may be used in units of one or more hours. Earned Time benefits accrue only during the initial 3 weeks (15 working days) of sick leave pool usage. Each separate use of the sick leave pool, however provides for the continuing earning ability.

Sick Pool Leave: The Sick Leave Pool is intended to provide security by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the member may pick a given number of hours to exchange for coverage in case of extended disability.

Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

- a) Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability. Earned Time must be used during this Sick Pool waiting period.
- b) A physician's report must accompany the request to use Pool days.
- c) It is not necessary to use up all Earned Day before using Pool days.
- d) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
- e) Periodic doctor's reports may be required.
- f) The maximum Pool day accrual is 150 days (i.e. the maximum conversion of Earned Days is 50, which would convert to 150 Pool days). If Pool days are used, or if a member wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned Time day may not be converted to Pool days at any other time.

Sick Leave Pool is not available to employees on a permanent percent time appointment of 50%-74% by virtue of the fact that they are not eligible for Town provided disability benefits.

Maximum Carryover: Employees on roll effective July 1, 2025, shall be permitted to carry over to future years accrued earned time up to a maximum of ninety (90) days.

Employees hired after July 1, 2005 shall be permitted to carry over to future years accrued earned time up to a maximum of sixty (60) days.

Any accruals which cannot be carried over will be paid out to the employee within two periods, not to exceed fourteen (14) days.

All accruals will be paid to the employee at the time of termination, retirement or layoff, unless such termination was for cause. However, since a two (2) week notice is considered to be appropriate, in cases where such notice is not given, a pro-rata payment for Earned Time Accrual, based on the notice given will be made. In the instance of death of an employee, any such payment will be made to designated beneficiaries or to the employee's estate.

All accrual payments shall be at the base rate in effect at the time of the payout.

Annual Buyout: Employees may request, during the first week of June or the first week of December, payment for accumulated Earned Time in excess of eighty (80) hours. Requests will be granted only in units of ten (1) hours, i.e. ten (10) hours, twenty (20) hours, thirty (30) hours, etc.

Earned Time, when paid in this manner, will be at one hundred percent (100%) of its value based upon the employee's current rate of pay on June 1<sup>st</sup> or December 1<sup>st</sup>. Payment will be made in the last paycheck of the fiscal or calendar year, respectively.

Employees on a permanent percent time appointment of 50%-74% are eligible for the Earned Time benefit outlined in this policy. Employees in permanent percent time positions of fifty percent (50%) to seventy four (74%) shall receive Earned Time on a pro-rata basis. Any permanent employee on the roster at the time of this policy adoption receiving a vacation and sick time accrual shall be grandfathered on a pro-rata basis of their regularly scheduled hours.

On written application, and with the approval of the Town Administrator, an employee may transfer not more than 25% of his or her accumulated earned time to another employee in order to assist such other employee in a bona fide emergency, where such assisted employee has exhausted his or her accumulated leave.

**Town of Hudson**  
**Earned Time Conversion Ground Rules**  
**June 2023**

All accrued vacation time hours will be converted to earned time hours on a one (1) hour for one (1) hour basis.

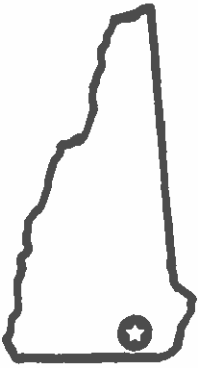
Accrued sick time hours will be divided by 2. One half (1/2) of the sick time hours will be converted to earned time hours and the other half (1/2) of the sick time hours will be placed in the Sick Leave Pool, converting at a one (1) hour to three (3) hour ratio, i.e. every hour of sick time converts to three (3) hours of sick leave pool.

Personal time hours will remain in the system until the end of the calendar year at which time any remaining time will be extinguished.

Earned time hours on the books from previous accruals will remain and any vacation and sick time hours converted will be added to the existing accrued earned time hours.

Part time employees who qualify for vacation and sick time benefits will convert to earned time on a pro-rata basis, based on their regularly scheduled hours. Part time employees will not receive sick leave time as they do not qualify to receive disability benefits from the Town.

Effective date of the conversion is July 1, 2023.



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

SM Agard  
6-13-23



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: June 8, 2023

Re: Application for Payment from Capital Reserve Funds

Attached please find two (2) Applications for Payment from Capital Reserve Funds. The applications are for reimbursement for expenses incurred by the Sewer Utility. The first reimbursement request is in the amount of \$216,829.92 and is coming from the Nashua Wastewater Capital Reserve Fund that was established for this purpose. The second reimbursement request is in the amount of \$15,292.38 and is coming from the Sewer Pump Repair Capital Reserve Fund that was established for this purpose.

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 these capital reserve funds and there are sufficient funds in the capital reserve funds to make these disbursements. Should the Board of Selectmen vote to approve this disbursement, the following motion is appropriate:

***Motion: To approve the disbursement from the Nashua Wastewater Capital Reserve Fund in the amount of \$216,829.92 and the disbursement from the Sewer Pump Repair Capital Reserve Fund in the amount of \$15,292.38 as requested by the Finance Director.***

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: FINANCE DIRECTOR  
 (Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 3-2-95 Date payment required: ASAP

Printed name of person submitting request: LISA LABRIE

Title of person submitting request: FINANCE DIRECTOR

Deliver payment to: DOUNA STAFFIER-SOMMERS (SEWER DEPT)

Signature of person submitting request: \_\_\_\_\_

Signature of Finance Director: L. Labrie

Submitted pursuant to:

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

Amount of distribution requested: \$216,829.92  
 (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: NASHUA WASTEWATER TREATMENT C.R.F.

Date and warrant article number which authorizes this request: 3/18/1995 ARTICLE 44  
 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.



the Town of Hudson sewer system, and to name the Town of Hudson Board of Selectmen as agent to expend moneys for such specific purposes. The amounts now held within the sewer utility checking and savings account, plus interest, for this specific purpose shall be transferred into this Capital Reserve Fund Account."

[Recommended by the Board of Selectmen]

[Not Recommended by the Budget Committee]

Mr. Joseph Wozniak moved for the adoption of Article 43. Mr. Al Kashulines seconded the motion. Mr. Wozniak said that the procedures being asked for in the article had been recommended by the Town Auditor, noting that the purpose of a capital reserve fund was to save over a number of years for future capital expenditures in such a matter as to set aside moneys that would remain in a separate Town account. He pointed out that the moneys being talked about here were from the Sewer Utility, currently residing in that organization's checking or savings accounts. He noted that there were three pump stations in the community, saying it behooved the community to set aside money in some form of capital reserve so it would be available when the Town had a need. Article 43 was adopted.

**Article 44 — Sewer Utility Capital Reserve Fund for the Town of Hudson's Share of Replacement and Repair of the Nashua Waste Treatment Plant.**

By Petition "To see if the Town will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of the Town of Hudson's share of replacement and repair of the Nashua Waste Treatment Plant, and to name the Town of Hudson Board of Selectmen as agents to expend. The amount of One Hundred Fifty Thousand dollars (\$150,000.00), plus any interest at the time of transfer, now held within the Hudson sewer utility checking and savings account for this specific purpose shall be transferred into this Capital Reserve Fund account."

[Recommended by the Board of Selectmen]

[Not Recommended by the Budget Committee]

Mr. Joseph Wozniak moved for adoption of Article 44; Mr. Ken Massey seconded the motion. Mr. Wozniak discussed the need for a capital reserve fund, calling it a prudent thing to do. Mr. John Bednar, chairman of the Sewer Committee, said that he wanted to make sure that the people understood that this was not Town tax money but was money paid by the Sewer Utility users as part of their sewer fees. The body then voted to close debate, and Article 44 was adopted.

[A subsequent motion was brought forward to reconsider Article 44, with reconsideration being voted down.]

**Article 45 — Proposed change in annual Town and School elections from second Tuesday in March to second Tuesday in May, with Annual Town Meeting to be held in May.**

By Petition "To see if the Town will vote to change the presently combined town and school elections from the second Tuesday in March to the second Tuesday in May, with the Annual Town Meeting to be held in May of each year, this to remain in effect until rescinded by future vote of the Town Meeting."



**Town of Hudson, NH**  
**Capital Reserve/Trust Funds**  
**Fiscal Year 2024**

Date of Creation	Fund	Department	Name of Trust	Market Value Balance 6/30/2022	Budgeted Additions FY23	Anticipated Withdrawals FY22	Anticipated Withdrawals FY23	FY23 Projected Balance before Expenditures	Agents/ Authority to Expend	Town Proposed FY2024
19-Aug-94	GF	5750-450	Ambulance CRF	62,578				62,578	Vote	
10-Mar-98	GF		Benson's Land CRF	98,114	10,000		(45,610)	62,504	BOS	
12-Mar-13	GF	5940-450	Communications Equip & Infrastructure	846,736			(659,000)	187,736	BOS	
13-Mar-01	GF		Conservation Land CRF	759,653				759,653	Vote	
16-Jun-94	GF	5940-450	Employees Earned Time	862,937				862,937	BOS	
10-Mar-20	GF		Energy Efficiency CRF	25,154	25,000			50,154	BOS	
14-Mar-00	GF	5730-450	Fire Apparatus CRF	235,784			(170,000)	65,784	Vote	
11-Mar-08	GF	5730-450	Fire Apparatus Refurb & Repair CRF	242,833	25,000			267,833	BOS	25,000
08-Mar-11	GF	5730-450	Fire Equipment CRF	7,531				7,531	BOS	
11-Mar-08	GF	5410-450	Future Property Revaluations CRF	221,589	25,000		(66,244)	180,345	BOS	25,000
08-Mar-22	GF		Generator Replacement & Repair CRF	0	30,000			30,000	BOS	30,000
09-Mar-21	LJB		Hills Mem Library CRF	22,125				22,125	LIB TR	
09-Mar-21	LJB		Hills Mem Library Maintenance CRF	1,311				1,311	LIB TR	
14-Mar-06	GF	5330/5677	Information Services CRF	77,379				77,379	BOS	
14-Mar-17	GF	5060-450	Library Improvements CRF	52,416				52,416	Vote	
11-Mar-14	GF	5045-450	Major Repair to Town Buildings CRF	180,066				180,066	BOS	
18-Mar-95	SF	5564-450	Nashua WWT CRF	3,624,569		(232,947)		3,391,622	BOS	
13-Mar-07	GF	5630-450	Police Bullet Proof Vest Repl CRF	40,713				40,713	BOS	
13-Mar-07	GF	5630-450	Police Duty Weapons Repl CRF	47,055				47,055	BOS	
09-Mar-21	GF	5630-450	Police Safety Equip CRF (Tasers/Cameras)	6,640	100,000			106,640	BOS	100,000
09-Mar-10	GF/CC	5586-450	Pond Reclamation CRF	62,653				62,653	BOS	
12-Mar-02	GF	5810-450	Rec Facility Land Purchase CRF	209,744				209,744	Vote	
11-Mar-14	GF	5810-450	Recreation Equipment CRF	1,862				1,862	BOS	
11-Mar-14	GF	5824-450	Recreation Field Construction CRF	1,350				1,350	BOS	
28-Nov-97	SF		Sewer Capital Assessment	9,290,173		(186,169)		9,104,004	BOS	
16-Sep-95	SF	5564-450	Sewer Pump Repair CRF	177,882		(45,000)		132,882	BOS	
14-Mar-06	GF/SF	5554/5562-450	VacCon Truck Replacement CRF	401,064	30,000			431,064	Vote	30,000
12-Mar-02	WF	5592-450	Water Utility Improvement CRF	3,588,142				3,588,142	BOS	
12-Mar-02	WF	5592-450	Water Utility Capital Repair CRF	396,114				396,114	BOS	
08-Mar-16	WF	5592-450	Water Utility Infrastructure & Capital CRF	77,008				77,008	BOS	
			BOS = Board of Selectmen	21,621,173	245,000	(464,116)	(940,854)	20,461,203		210,000
			Trustees = Trustees of the Trust Fund							
			Vote = Town Meeting Vote				GF	3,747,996		
			LJB = Library Trustees				SF	12,628,508		
							WF	4,061,264		





# TOWN OF HUDSON

## Trustees of Trust Funds



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

### APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

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

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

Date request submitted: \_\_\_\_\_ Date payment required: ASAP

Printed name of person submitting request: LISA LABRIE

Title of person submitting request: FINANCE DIRECTOR

Deliver payment to: DONNA STAFFIER-SOMMERS (SEWER DEPT)

Signature of person submitting request: \_\_\_\_\_

Signature of Finance Director: Lisa 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: \$15,292.38  
(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: SEWER PUMP REPAIR CRF

Date and warrant article number which authorizes this request: 3/18/1995 ARTICLE 43  
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.

Run: 5/26/23  
3:33PM

### Completed PO Detail by Account No.

Town of Hudson, NH  
Period/Year: 1/2023 : 12/2023  
02-4326-5564-608-000 Through 02-4326-5564-608-00

Page: 1  
User: dsommers  
ReportPO\_byAcctNo

**Account Number: 02-4326-5564-608-000**

<b>PO No:</b> SWR23011	<b>Vendor ID:</b> S02902	<b>Dept.</b> 4326
<b>Date:</b> 7/28/2022	<b>Vendor Name:</b> Sunbelt Rentals	<b>Job No:</b>
Item No: 1	Desc: Sewer pump rental	Status: Complete
<b>Ordered:</b> Qty: 1.0000 Price: 1,970.3800 Ext. Price: 1,970.38 Rec. Amt: 1,970.38 Balance: 0.00		
<b>Received:</b> Qty: 1.0000 Price: 1,970.3800 Date Received: 7/11/2022 Invoice No: 126179122-0003		
<b>PO No:</b> SWR23049	<b>Vendor ID:</b> A00135	<b>Dept.</b> 4326
<b>Date:</b> 10/18/2022	<b>Vendor Name:</b> A/D Instrument Repair, Inc.	<b>Job No:</b>
Item No: 1	Desc: Chart Recorder	Status: Complete
<b>Ordered:</b> Qty: 1.0000 Price: 5,355.0000 Ext. Price: 5,355.00 Rec. Amt: 5,355.00 Balance: 0.00		
<b>Received:</b> Qty: 1.0000 Price: 5,355.0000 Date Received: 11/11/2022 Invoice No: 027713		
<b>PO No:</b> SWR23082	<b>Vendor ID:</b> U00071	<b>Dept.</b> 4326
<b>Date:</b> 2/23/2023	<b>Vendor Name:</b> USA Bluebook	<b>Job No:</b>
Item No: 1	Desc: Hach AS950 Refridgerated Sampler	Status: Complete
<b>Ordered:</b> Qty: 1.0000 Price: 7,967.0000 Ext. Price: 7,967.00 Rec. Amt: 7,967.00 Balance: 0.00		
<b>Received:</b> Qty: 1.0000 Price: 7,967.0000 Date Received: 3/01/2023 Invoice No: 284839		

**Account Total: 0.00**

**Final Total: 0.00**

Vendor: S02902-Sunbelt Rentals

Payee: Sunbelt Rentals

Check Date: 8/12/2022

Check Number: 01076218

Invoice Number	PO Number	Date	Description	Amount	Discount
126179122-0003		7/11/2022	Sewer pump rental	\$1,970.38	

---

Subtotal:	\$1,970.38	\$0.00
Check Total:		\$1,970.38 ✓



# PURCHASE ORDER

(Pending Posting Process)

PO No: **SWR23011**

Date: 7/28/2022

Dept. Of: Sanitation, Sewage

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment:

TO: Sunbelt Rentals  
P. O. Box 409211  
Atlanta, GA 30384

Contact:

Vendor ID: S02902 (866) 530-8193

1099 Eligible: No

BILL TO: Town of Hudson, NH  
2 Constitution Drive  
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH  
2 Constitution Drive  
Hudson, NH 03051-4249

Attention:

Requested By: cbeaulieu

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	Sewer pump rental	1.0000	1,970.3800	1,970.38
Debit Account No: 02-4326-5564-608-000		Desc: Sewer - Const, Pump Station Contingency		
			Total	1,970.38

Department Head

Finance Director

Town Administrator

Chairman, Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen






SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NO.	126179122-0003
ACCOUNT NO.	769137
INVOICE DATE	7/11/22
PAGE	1 of 1

INVOICE TO

1oz - 4403 - 5156  
  
 TOWN OF HUDSON NH  
 12 SCHOOL ST  
 HUDSON NH 03051-4249



JOB ADDRESS  
 TOWN OF HUDSON NH  
 16 FEDERAL ST  
 HUDSON, NH 03051  
 603-718-0337

RECEIVED BY	CONTRACT NO.
LAVACCHIA, JIM	126179122
PURCHASE ORDER NO.	TBD
JOB NO.	5922
BRANCH	BOSTON MA PUMP SOLUTIONS 6 BOULDER PKWY NORTH OXFORD, MA 01537 1225 508-506-6021

QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
1.00	4X4X8 SOLIDS VAC QF PUMP 10075059 Make: PIONEER Model: SAPP44S8L71 Ser #: PKG5104 HR OUT: 645.700 HR IN: 651.300 TOTAL: 5.600 Billed from 6/20/22 thru 6/29/22	195.00	195.00	492.00	1385.00	984.00
5.00	4X10 BLK RBR WATER SUC/DIS BAUER HOSE Only 4 hoses returned	10.00	10.00	25.00	70.00	250.00
5.00	4X20 BLK RBR WATER SUC/DIS BAUER HOSE	16.00	16.00	48.00	125.00	480.00
1.00	4" STRAINER	5.00	5.00	10.00	20.00	20.00
1.00	4" TEE BAUER F X M X F					N/C
	4" WYE F X F X M					N/C
1.00	4" CHECK VALVE FLG					N/C
	4" Bauer Fittings					N/C
1.00	FLOAT SWITCH - DOUBLE					N/C
Rental Sub-total:						1734.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	1521850	EA	210.000	210.00
1	ENVIRONMENTAL	EA	26.380	26.38
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000			

QTY	EQUIPMENT #	Min	Day	week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

FINAL BILL: 6/20/22 07:00 AM THRU 6/29/22 01:30 PM.

5564-608  
 27

Equipment. Service. Guaranteed.

EMIT TO:

UNBELT RENTALS, INC.  
 O BOX 409211  
 ATLANTA, GA 30384-9211

NET 30  
 Invoices not paid within 30 days may be subject to a 1-1/2%  
 per month charge.

SUBTOTAL	1,970.38
SALES TAX	
INVOICE TOTAL	1,970.38

RENTAL RETURN

**Vendor:** A00135-A/D Instrument Repair, Inc.

**Payee:** A/D Instrument Repair, Inc.

**Check Date:** 11/18/2022

**Check Number:** 010772

Invoice Number	PO Number	Date	Description	Amount	Discou
027713		11/11/2022	chart recorder	\$5,355.00	

---

**Subtotal:** \$5,355.00 \$0.00

**Check Total:** \$5,355.00



# PURCHASE ORDER

(Pending Posting Process)

TO: A/D Instrument Repair, Inc.  
23B South Main Street  
Newton, NH 03858

PO No: **SWR23049**  
Date: 10/18/2022  
Dept. Of: Sanitation, Sewage  
Job No:  
Ship Via: Standard Shipping  
Terms: Standard Terms  
Comment: Federal Street Pump Station

Contact:  
Vendor ID: A00135 (603) 382-4667  
1099 Eligible: No

BILL TO: Town of Hudson, NH  
2 Constitution Drive  
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH  
2 Constitution Drive  
Hudson, NH 03051-4249

Attention:

Requested By: jmacneil

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	Chart Recorder	1.0000	5,600.0000	<del>5,600.00</del>
Debit Account No: 02-4326-5564-608-000		Desc: Sewer - Const, Pump Station Contingency		<b>5355.</b>
			Total	<del>5,600.00</del> <b>5355.00</b>

Department Head

Finance Director

Town Administrator

Chairman, Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen

Vendor: U00071-USA Bluebook

Payee: USA Bluebook

Check Date: 3/10/2023

Check Number: 01078458

Invoice Number	PO Number	Date	Description	Amount	Discount
277345		2/22/2023	SEWER TACING DYE TABLETS	\$200 58	
281270		2/27/2023	TRACING DYE LIQUID	\$111 25	
284839		3/01/2023	HACH AS950 REFRIDGERATED SAMPLER	\$7,967 00	

---

Subtotal:	\$8,278.83	<del>\$0.00</del>
Check Total:		\$8,278.83



# PURCHASE ORDER

(Pending Posting Process)

PO No: **SWR23082**

Date: 2/23/2023

Dept. Of: Sanitation, Sewage

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment:

TO: USA Bluebook  
P.O. Box 9004  
Gurnee, IL 60031-9004

Contact:

Vendor ID: U00071 (800) 548-1234

1099 Eligible: No

BILL TO: Town of Hudson, NH  
2 Constitution Drive  
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH  
2 Constitution Drive  
Hudson, NH 03051-4249

Attention:

Requested By: cbeaulieu

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	Hach AS950 Refridgerated Sampler	1.0000	7,900.0000	<del>7,900.00</del>
Debit Account No: 02-4326-5564-608-000		Desc: Sewer - Const, Pump Station Contingency		7967.0

Total

~~7,900.00~~  
7967.0

Department Head

Finance Director

Town Administrator

Chairman, Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen

# USABlueBook

Get the Best Treatment™

## INVOICE

INVOICE NO.	PAGE NO.
284839	2 of 2
CUSTOMER NO.	DATE
715770	03/01/23

Remit To:  
P.O. Box 9004  
Gurnee, IL 60031-9004  
TEL: (847) 689-3000  
FAX: (847) 689-3001  
TOLL FREE: 1-800-493-9876  
F.E.I.N.: 75-2007383

View online at: <http://usabluebook.billtrust.com>  
Web Enrollment Token: QBR GKP VBB

BILL TO: 715770  
13 1 SP 0.600 E0013X 10016 DT0406575557 S2 P9560951 0002:0002

SHIP TO: 4

HUDSON TOWN OF  
2 CONSTITUTION DR  
HUDSON NH 03051-3986

HUDSON TOWN OF  
2 CONSTITUTION DR  
HUDSON NH 03051-3986  
USA

Ordered by: 0008 JIM LAVACCHIA

Attention: 0008 JIM LAVACCHIA

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA
SWR23082	03/01/23	JOS	NET 30	NH	492048	44	FXD/PPD	SAIA
USA STOCK NO.	DESCRIPTION	ORDERED	SHIPPED	BACKORDER	U/M	PRICE	PER	EXTENSIC
	SOLD SEPARATELY. ESTIMATED DELIVERY IS 3-5 DAYS JIM LAVACCHIA 603-718-0337 M-THUR 6-4PM							

THANK YOU for your business!  
1.5% MONTHLY FINANCE CHARGE  
ON AMOUNTS 30 DAYS PAST DUE  
Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
7,747.00	0.00	0.00	0.00	220.00	7,967.00

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees, and court costs when necessary, will be added to the balance due.

Please Detach and Return Bottom Portion to Ensure Proper Credit to Your Account

# USABlueBook

Get the Best Treatment™

\*\*\*\*IMPORTANT\*\*\*\*

Please include this customer #  
on the face of your remittance check.

INVOICE NO.	CUSTOMER NO.	DATE	TOTAL
284839	715770	03/01/23	7,967.00

HUDSON TOWN OF  
2 CONSTITUTION DR  
HUDSON NH 03051-3986

### REMITTANCE ADDRESS

USABlueBook  
P.O. Box 9004  
Gurnee, IL 60031-9004

Mr. Shawn Jasper moved to amend the ordinance by striking the deletion of 53-51. Seconds were offered from about the house. Mr. Jasper argued that 53-5D was an exclusion, expressing a belief that it was not legal to take away someone's sworn obligation to vote, and noting that the Legislature itself did not take away that right. Following extensive discussion, the body voted to close debate, and the amendment to delete the reference to 53-5D from Article 41 was adopted.

Mr. John Drabinowicz then moved to amend the article further by appending wording that would change the appointed membership of the Ethics Committee to elected positions. The body voted to defeat this proposed amendment. The body then voted to close debate, and Article 41 as amended by deletion of the reference to 53-5D was adopted.

**Article 42 — Tattoo, Body Piercing, Branding, and Permanent Make-Up Ordinance.**

By Selectmen "Shall the Town of Hudson adopt a Tattoo, Body-Piercing, Branding, and Permanent Make-Up Ordinance, pursuant to the authority set forth in RSAs 147:1, 31:39m, and 314-A?"

This ordinance proposes to regulate and license the practice of tattooing, body-piercing, branding, and permanent make-up. The ordinance has been drafted to address the risk of harm to the public from these practices. Failure to use proper sterilization and antiseptic procedures raises the risk of transmission of bloodborne and other infectious diseases. Further, tattooing and body-piercing may cause allergic reactions in persons sensitive to dyes or metals used in ornamentation. The ordinance has been drafted consistent with proposed regulations by the New Hampshire Department of Health and is aimed at giving regulatory, supervisory, and enforcement authority to the Town of Hudson Health Officer.

Selectman Madison moved for adoption of Article 42. Selectman Seabury seconded the motion. Selectman Madison asked for support, stating that the Board of Selectmen had put this ordinance in place as a safeguard not only for the Town but also for people who would be using the services of such establishments. Following discussion, Mr. Drabinowicz offered to make the motion, amending the article by striking the reference to NH RSA 147:1; Mr. Jasper seconded the motion, arguing that there was no reference in the document to NH RSA 147:1.

Town Attorney Ratigan urged the body to vote in favor of the article as it presently reads and not create any difference between what the Board of Selectmen had already done and what the Town Meeting had done. The body adopted the amendment to delete reference to NH RSA 147:1 from Article 42, however, and then voted to close debate on the issue after which Article 42 as amended was adopted.

**PETITIONED ARTICLES**

**Article 43 — Sewer Utility Capital Reserve Fund for Sewer Pump Systems.**

By Petition "To see if the Town will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of repair and replacement of the sewer pump systems within

the Town of Hudson sewer system, and to name the Town of Hudson Board of Selectmen as agent to expend moneys for such specific purposes. The amounts now held within the sewer utility checking and savings account, plus interest, for this specific purpose shall be transferred into this Capital Reserve Fund Account."

[Recommended by the Board of Selectmen]

[~~No~~] Recommended by the Budget Committee]

Mr. Joseph Wozniak moved for the adoption of Article 43. Mr. Al Kashulines seconded the motion. Mr. Wozniak said that the procedures being asked for in the article had been recommended by the Town Auditor, noting that the purpose of a capital reserve fund was to save over a number of years for future capital expenditures in such a matter as to set aside moneys that would remain in a separate Town account. He pointed out that the moneys being talked about here were from the Sewer Utility, currently residing in that organization's checking or savings accounts. He noted that there were three pump stations in the community, saying it behooved the community to set aside money in some form of capital reserve so it would be available when the Town had a need. Article 43 was adopted.

**Article 44 — Sewer Utility Capital Reserve Fund for the Town of Hudson's Share of Replacement and Repair of the Nashua Waste Treatment Plant.**

By Petition "To see if the Town will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of the Town of Hudson's share of replacement and repair of the Nashua Waste Treatment Plant, and to name the Town of Hudson Board of Selectmen as agents to expend. The amount of One Hundred Fifty Thousand dollars (\$150,000.00), plus any interest at the time of transfer, now held within the Hudson sewer utility checking and savings account for this specific purpose shall be transferred into this Capital Reserve Fund account."

[Recommended by the Board of Selectmen]

[~~No~~] Recommended by the Budget Committee]

Mr. Joseph Wozniak moved for adoption of Article 44; Mr. Ken Massey seconded the motion. Mr. Wozniak discussed the need for a capital reserve fund, calling it a prudent thing to do. Mr. John Bednar, chairman of the Sewer Committee, said that he wanted to make sure that the people understood that this was not Town tax money but was money paid by the Sewer Utility users as part of their sewer fees. The body then voted to close debate, and Article 44 was adopted.

[A subsequent motion was brought forward to reconsider Article 44, with reconsideration being voted down.]

**Article 45 — Proposed change in annual Town and School elections from second Tuesday in March to second Tuesday in May, with Annual Town Meeting to be held in May.**

By Petition "To see if the Town will vote to change the presently combined town and school elections from the second Tuesday in March to the second Tuesday in May, with the Annual Town Meeting to be held in May of each year, this to remain in effect until rescinded by future vote of the Town Meeting."





**Town of Hudson, NH**  
**Capital Reserve/Trust Funds**  
**Fiscal Year 2024**

Date of Creation	Fund	Department	Name of Trust	Market Value Balance 6/30/2022	Budgeted Additions FY23	Anticipated Withdrawals FY22	Anticipated Withdrawals FY23	FY23 Projected Balance before Expenditures	Agents/ Authority to Expend	Town Proposed FY2024
19-Aug-94	GF	5750-450	Ambulance CRF	62,578				62,578	Vote	
10-Mar-98	GF		Benson's Land CRF	98,114	10,000		(45,610)	62,504	BOS	
12-Mar-13	GF	5940-450	Communications Equip & Infrastructure	846,736			(659,000)	187,736	BOS	
13-Mar-01	GF		Conservation Land CRF	759,653				759,653	Vote	
16-Jun-94	GF	5940-450	Employees Earned Time	862,937				862,937	BOS	
10-Mar-20	GF		Energy Efficiency CRF	25,154	25,000			50,154	BOS	
14-Mar-00	GF		Fire Apparatus CRF	235,784			(170,000)	65,784	Vote	
11-Mar-08	GF	5730-450	Fire Apparatus Refurb & Repair CRF	242,833	25,000			267,833	BOS	25,000
08-Mar-11	GF	5730-450	Fire Equipment CRF	7,531				7,531	BOS	
11-Mar-08	GF	5410-450	Future Property Revaluations CRF	221,589	25,000		(66,244)	180,345	BOS	25,000
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09-Mar-21	LIB		Hills Mem Library CRF	22,125				22,125	LIB TR	
09-Mar-21	LIB		Hills Mem Library Maintenance CRF	1,311				1,311	LIB TR	
14-Mar-06	GF	5330/5677	Information Services CRF	77,379				77,379	BOS	
14-Mar-17	GF	5060-450	Library Improvements CRF	52,416				52,416	Vote	
11-Mar-14	GF	5045-450	Major Repair to Town Buildings CRF	180,066		(232,947)		180,066	BOS	
18-Mar-95	SF	5564-450	Nashua WWT CRF	3,624,569				3,391,622	BOS	100,000
13-Mar-07	GF	5630-450	Police Bullet Proof Vest Repl CRF	40,713				40,713	BOS	
13-Mar-07	GF	5630-450	Police Duty Weapons Repl CRF	47,055				47,055	BOS	
09-Mar-21	GF	5630-450	Police Safety Equip CRF (Tasers/Cameras)	6,640	100,000			106,640	BOS	
09-Mar-10	GF/CC	5586-450	Pond Reclamation CRF	62,653				62,653	BOS	
12-Mar-02	GF	5810-450	Rec Facility Land Purchase CRF	209,744				209,744	Vote	
11-Mar-14	GF	5810-450	Recreation Equipment CRF	1,862				1,862	BOS	
11-Mar-14	GF	5824-450	Recreation Field Construction CRF	1,350				1,350	BOS	
28-Nov-97	SF		Sewer Capital Assessment	9,290,173		(186,169)		9,104,004	BOS	
16-Sep-95	SF	5564-450	Sewer Pump Repair CRF	177,882		(45,000)		132,882	BOS	
14-Mar-06	GF/SF	5554/5562-450	VacCon Truck Replacement CRF	401,064	30,000			431,064	Vote	30,000
12-Mar-02	WF	5592-450	Water Utility Improvement CRF	3,588,142				3,588,142	BOS	
12-Mar-02	WF	5592-450	Water Utility Capital Repair CRF	396,114				396,114	BOS	
08-Mar-16	WF	5592-450	Water Utility Infrastructure & Capital CRF	77,008				77,008	BOS	
			BOS = Board of Selectmen	21,621,173	245,000	(464,116)	(940,854)	20,461,203		210,000
			Trustees = Trustees of the Trust Fund							
			Vote = Town Meeting Vote				GF	3,747,996		
			LIB = Library Trustees				SF	12,628,508		
							WF	4,061,264		



Town of Hudson  
Revenues and Expenditures  
Through May 31, 2023

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Agenda  
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Town of Hudson, NH  
 Appropriations and Revenue Summary  
 Month Ending: As of May 31, 2023

State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	Expen
01	General Fund									
4199	5020	Trustees of Trust Funds	2,875	0	59	2,934	1,708	0	1,226	5
4195	5025	Cemetery Trustees	1,250	0	0	1,250	7	0	1,243	0
4140	5030	Town Clerk/Tax Collector	410,019	0	319	410,338	348,704	10,568	51,066	8
4140	5041	Moderator	30,045	17,000	325	47,370	54,964	0	(7,594)	11
4140	5042	Supervisors of The Checklist	6,286	3,851	0	10,137	6,896	0	3,241	6
4199	5050	Town Treasurer	8,074	0	0	8,074	7,065	0	1,009	8
4199	5055	Sustainability Committee	1,300	0	0	1,300	992	0	308	7
4520	5063	Benson Park Committee	1,100	0	0	1,100	95	0	1,005	0
4199	5070	Municipal Budget Committee	800	0	0	800	135	0	665	1
4140	5077	IT - Town Officers	4,170	0	0	4,170	513	0	3,657	1
4199	5080	Ethics Committee	100	0	0	100	0	0	100	0
		<b>Town Officers</b>	<b>466,019</b>	<b>20,851</b>	<b>703</b>	<b>487,573</b>	<b>421,079</b>	<b>10,568</b>	<b>55,926</b>	<b>89</b>
4130	5110	Board of Selectmen/Administrator	391,769	0	9,037	400,806	350,162	2,888	47,756	81
4194	5115	Oakwood	2,275	0	0	2,275	4,776	100	(2,601)	21
4194	5120	Town Hall Operations	97,324	0	2,800	100,124	93,654	338	6,132	94
4442	5151	Town Poor	80,000	0	(40,000)	40,000	28,904	0	11,096	7
4130	5177	IT - Town Administration	800	0	0	800	1,194	0	(394)	14
		<b>Administration</b>	<b>572,168</b>	<b>0</b>	<b>(28,163)</b>	<b>544,005</b>	<b>478,691</b>	<b>3,326</b>	<b>61,988</b>	<b>89</b>
4153	5200	Legal	136,560	3,750	(32,000)	108,310	93,967	9,505	4,838	96
4150	5310	Finance Administration	204,957	0	(4,109)	200,848	167,627	755	32,466	84
4150	5320	Accounting	306,966	0	7,576	314,542	281,975	626	31,941	90
4150	5377	IT - Finance	2,250	320	0	2,570	1,428	52	1,091	58
		<b>Finance</b>	<b>514,173</b>	<b>320</b>	<b>3,467</b>	<b>517,960</b>	<b>451,030</b>	<b>1,432</b>	<b>65,498</b>	<b>87</b>
4150	5330	Information Technology	748,638	7,274	0	755,912	619,220	9,494	127,199	83
		<b>Information Technology</b>	<b>748,638</b>	<b>7,274</b>	<b>0</b>	<b>755,912</b>	<b>619,220</b>	<b>9,494</b>	<b>127,199</b>	<b>83</b>
4152	5410	Assessing Department	475,265	114,821	126,625	716,710	413,441	22,653	280,616	61
4152	5477	IT - Assessing	14,650	0	(5,325)	9,325	0	0	9,325	0
		<b>Assessing</b>	<b>489,915</b>	<b>114,821</b>	<b>121,300</b>	<b>726,035</b>	<b>413,441</b>	<b>22,653</b>	<b>289,941</b>	<b>60</b>
4312	5515	Public Works Facility	59,903	0	10,146	70,049	77,083	521	(7,555)	111
4312	5551	Public Works Administration	296,458	0	4,818	301,276	291,735	663	8,878	97
4312	5552	Streets	3,216,180	0	467,498	3,683,678	3,681,951	160,191	(158,463)	104
4312	5553	Equipment Maintenance	506,133	0	0	506,133	453,041	1,121	51,971	90
4312	5554	Drainage	697,327	0	0	697,327	533,003	5,255	159,069	77
4522	5556	Parks Division	239,836	0	45,610	285,446	211,565	3,958	69,922	76
4312	5577	IT - Public Works	4,290	0	0	4,290	3,777	0	513	88
		<b>Public Works</b>	<b>5,020,127</b>	<b>0</b>	<b>528,072</b>	<b>5,548,199</b>	<b>5,252,154</b>	<b>171,710</b>	<b>124,355</b>	<b>98</b>
4191	5277	IT - LUD	6,300	0	0	6,300	1,314	0	4,986	21
4191	5571	LUD - Planning	261,433	6,575	25,628	293,636	246,748	2,275	44,613	85

Town of Hudson, NH

Appropriations and Revenue Summary  
Month Ending: As of May 31, 2023

State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustments	Available Appropriation	Expended To Date	Encumbered	Balance Available	Expended
4191	5572	LUD - Planning Board	8,350	0	0	8,350	1,503	0	6,847	1
4191	5581	LUD - Zoning	218,863	0	2,677	221,540	197,844	882	22,814	9
4191	5583	LUD - Zoning Board of Adj	16,500	0	0	16,500	11,362	4,216	922	9
4311	5585	LUD - Engineering	419,252	5,420	1,544	426,216	368,267	24,120	33,829	9
		Land Use	930,698	11,995	29,849	972,542	827,038	31,493	114,011	81
4210	5610	Police Administration	354,001	80	1,726	355,807	327,241	11,672	16,894	9
4210	5615	Police Facility Operations	287,854	916	3,524	292,294	258,899	16,804	16,591	9
4210	5620	Police Communications	827,190	0	0	827,190	766,047	1,041	60,102	9
4210	5630	Police Patrol	7,285,316	36,019	105,429	7,426,764	6,598,037	41,705	787,023	8
4210	5640	Investigations	14,420	0	1,449	15,869	11,366	8,092	(3,589)	12
4414	5650	Animal Control	133,559	0	0	133,559	114,948	739	17,872	8
4210	5660	Information Services	194,189	0	0	194,189	161,635	8	32,546	8
4210	5671	Support Services	88,023	695	20,107	108,825	78,570	9,888	20,366	8
4210	5672	Crossing Guards	58,755	0	0	58,755	39,632	0	19,123	6
4210	5673	Prosecutor	376,297	0	0	376,297	241,852	735	133,710	64
4210	5677	IT - Police	93,629	3,637	0	97,266	68,689	7,383	21,194	71
		Police	9,713,233	41,348	132,235	9,886,815	8,666,918	98,067	1,121,831	89
4220	5710	Fire Administration	782,246	0	13,855	796,101	579,967	16,755	199,380	75
4220	5715	Fire Facilities	142,009	0	0	142,009	142,897	3,390	(4,278)	103
4220	5720	Fire Communications	432,845	91,278	(86)	524,038	443,751	7,975	72,311	86
4220	5730	Fire Suppression	6,049,329	70,868	36,142	6,156,340	5,753,085	38,934	364,321	94
4220	5740	Fire Inspectional Services	508,051	0	26,838	534,889	428,487	17	106,385	80
4220	5765	Fire Alarm	3,746	0	0	3,746	2,195	510	1,041	72
4220	5770	Emergency Management	86,368	22,000	0	108,368	32,730	371	75,267	31
4220	5777	IT - Fire	36,506	2,425	2,000	40,931	31,548	18,432	(9,049)	122
		Fire	8,041,100	186,571	78,750	8,306,421	7,414,661	86,384	805,377	90
4520	5810	Recreation Administration	178,081	0	0	178,081	122,344	402	55,335	69
4520	5814	Recreation Facilities	66,122	0	0	66,122	68,296	491	(2,665)	104
4520	5821	Supervised Play	120,063	0	3,100	123,163	97,198	10,057	15,908	87
4520	5824	Ballfields	12,242	0	0	12,242	7,727	1,627	2,889	76
4520	5825	Tennis	0	0	0	0	0	1,800	(1,800)	0
4520	5826	Lacrosse	12,366	0	0	12,366	2,549	309	9,508	23
4520	5831	Basketball	52,604	0	0	52,604	39,126	300	13,178	75
4520	5834	Soccer	13,314	0	0	13,314	13,667	0	(353)	103
4520	5835	Senior Activities Operations	62,629	0	0	62,629	55,053	549	7,027	89
4520	5836	Teen Dances	1,500	0	0	1,500	(108)	399	1,209	19
4520	5839	Community Activities	7,060	0	0	7,060	5,930	700	430	94
4520	5877	IT - Recreation	7,065	0	0	7,065	7,675	0	(610)	109
		Recreation	533,046	0	3,100	536,146	419,458	16,633	100,055	81
4196	5910	Insurance	555,850	0	0	555,850	535,903	0	19,947	96
4199	5920	Community Grants	90,484	0	7,000	97,484	93,509	0	3,975	96
4583	5930	Patriotic Purposes	5,600	0	0	5,600	4,100	0	1,500	73

Town of Hudson, NH

Appropriations and Revenue Summary  
Month Ending: As of May 31, 2023

State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjstmnts	Available Appropriation	Expended To Date	F encumbered	Balance Available	Expend
		<b>General Fund Appropriation Subtotal</b>	<b>30,351,979</b>	<b>396,580</b>	<b>844,312</b>	<b>31,592,871</b>	<b>27,824,666</b>	<b>711,370</b>	<b>3,056,835</b>	<b>90.3</b>
		<b>Warrant Articles</b>								
4194	6013	Generator Replace/Repair	30,000	0	0	30,000	30,000	0	0	100
4199	6061	Admin & Support Contract	57,781	0	(57,781)	0	0	0	0	0
4901	6015	Widening Lowell Rd from Wason	0	1,317,930	0	1,317,930	32,176	1,285,972	(218)	100
4901	6032	Development of Benson Property	10,000	0	0	10,000	10,000	0	0	100
4152	6040	Future Prop. Revaluation CRF	25,000	0	0	25,000	25,000	0	0	100
4220	6057	Fire Appar. Refub & Repr CRF	25,000	0	0	25,000	25,000	0	0	100
4210	6073	Estab. Police Safety Equipment CF	100,000	0	0	100,000	100,000	0	0	100
4326	6095	Vaccon Truck Cap Rsvr Fund	15,000	0	0	15,000	15,000	0	0	100
4721	6102	Bond - Interest	148,225	0	0	148,225	152,306	0	(4,081)	103
4903	6210	Police Facility Expan and Reno	5,928,980	0	0	5,928,980	434,839	5,494,141	0	100
4915	6201	Commun Equip & Infrast CRF	0	51,350	0	51,350	51,350	0	0	100
4909	6211	Bridge Repair State	0	0	142,500	142,500	85,964	50,036	6,500	95
4909	6212	Taylor Falls & Veteran Bridge Re	0	11,241	534,788	546,029	20,619	2,206	523,204	4
4199	6318	Energy Efficiency CRF	25,000	0	0	25,000	25,000	0	0	100
0000	6434	Operating Transfer to Library	0	0	0	0	938,422	0	(938,422)	100
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	0	0	0	100
		<b>General Fund Warrant Articles</b>	<b>6,364,986</b>	<b>1,380,521</b>	<b>619,507</b>	<b>8,365,014</b>	<b>1,945,677</b>	<b>6,832,354</b>	<b>(413,017)</b>	<b>1</b>
		<b>General Fund Total Budget</b>	<b>36,716,965</b>	<b>1,777,100</b>	<b>1,463,820</b>	<b>39,957,885</b>	<b>29,770,343</b>	<b>7,543,724</b>	<b>2,643,818</b>	<b>93.1</b>
		<b>Sewer Fund</b>								
4326	5561	Sewer Billing & Collection	168,854	0	2,803	171,657	155,338	5,757	10,562	94
4326	5562	Sewer Operation & Maintenance	1,169,611	15,318	(4,500)	1,180,429	891,525	236,861	57,042	96
4326	5564	Sewer Capital Projects	800,000	0	0	800,000	459,673	57,596	282,731	65
4326	6095	Vaccon Truck Cap Rsvr Fund	15,000	0	0	15,000	15,000	0	0	100
		<b>Sewer Fund</b>	<b>2,153,465</b>	<b>15,318</b>	<b>(1,697)</b>	<b>2,167,086</b>	<b>1,521,536</b>	<b>300,214</b>	<b>345,335</b>	<b>84</b>
		<b>Water Fund</b>								
4332	5591	Water - Administration	300,685	638	3,576	304,899	275,890	6	29,003	90
4332	5592	Water - Ops & Maintenance	1,731,889	5,500	0	1,737,389	1,373,907	499,250	(135,768)	108
4335	5593	Water - Supply	1,396,108	0	195,782	1,591,890	1,616,244	282,255	(306,609)	119
4332	5594	Water - Debt Service	1,193,906	0	0	1,193,906	1,193,906	0	1	100
		<b>Water Fund</b>	<b>4,622,588</b>	<b>6,138</b>	<b>199,358</b>	<b>4,828,084</b>	<b>4,459,947</b>	<b>781,511</b>	<b>(413,373)</b>	<b>109</b>
		<b>Total General, Sewer, Water Funds</b>	<b>43,493,018</b>	<b>1,798,556</b>	<b>1,661,481</b>	<b>46,953,054</b>	<b>35,751,826</b>	<b>8,625,448</b>	<b>2,575,780</b>	<b>95</b>
		<b>Budgeted Revenue</b>			<b>Supplemental Budget</b>	<b>Adjusted Revenue</b>	<b>Revenues</b>	<b>Use of Fund Balance</b>	<b>Balance</b>	

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: As of May 31, 2023**

State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	Expend
		<b>General Fund Revenue</b>	38,597,294		1,507,246	40,104,540	39,228,661	0	875,879	9
		<b>Sewer Fund Revenue</b>	2,138,465			2,138,465	1,371,316	0	767,149	6
		<b>Water Fund Revenue</b>	4,622,590		195,782	4,818,372	3,190,363	0	1,628,010	6
		<b>Total General, Sewer, Water Funds Revenue</b>	45,358,349	0	1,703,028	47,061,377	43,790,340	0	3,271,037	9
		<b>Other Funds</b>								
State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	Expend
04	5060	Library	1,182,077	0	0	1,182,077	916,874	346	264,858	7
06	5586	Conservation Commission	52,753	39,155	(12,700)	79,208	28,724	69,373	(18,888)	12
14	5630	Police Forfeiture Fund	0	22,575	0	22,575	40,075	5,350	(22,850)	1
35	5845	Senior Activities Revolving Fund	0	51,244	0	51,244	75,575	59,977	(84,308)	26
45	5045	Community TV Revolving Fund	0	0	4,021	4,021	322,010	384	(318,372)	10
50	5750	EMS Revolving Fund	422,997	112,975	30,439	453,436	447,069	15,577	(9,210)	10
		<b>Other Funds</b>	1,657,827	112,975	21,760	1,792,562	1,830,327	151,006	(188,771)	11
		<b>(ARPA)</b>								
State #	Dept #	Department	Budget FY 2023	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	Expend
44	7201	Lowell Rd Bridge/Rd Infrast	0	3,745	0	700,000	23,555	342,330	354,115	0
44	7203	West Rd Tms Stn Infrast	0	169,802	0	550,000	140,844	5,000	404,136	0
44	7204	Seagrave Fire Truck Added	0	0	0	77,539	77,539	-	0	0
44	7205	HVAC Replace 12 Lions Ave	0	0	0	79,650	-	79,650	0	0
44	7206	HVAC Replace 12 School	0	0	0	100,000	218	104,650	(4,868)	0
44	7207	Gas & Diesel Tank Design	0	0	0	-	35,670	36,780	(2,450)	0
44	7209	Service for Catch Basin Clean	0	0	0	30,000	218	-	29,782	0
44	7211	Robinson Pond Phosph Reduction	0	0	0	0	0	75000	(75,000)	0
		<b>Total</b>	0	173,547	0	1,537,189	278,043	643,410	615,736	0
		<b>Budgeted Revenue</b>	0							
		<b>Supplemental Budget</b>								
		<b>Adjusted Revenue</b>	0							
		<b>Senior Activities Revolving Fund</b>								
		<b>Community TV Revolving Fund</b>								
		<b>EMS Revolving Fund</b>								
		<b>Total Expenditures All Funds</b>	45,150,845	2,085,077	1,683,241	48,745,616	37,582,153	8,776,454	2,387,009	95



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Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: May 2023, GL Year 2023

Page: 1  
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ReportSortedRevenue  
All

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>General Fund</b>					
01-0000-4913-000-000	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	1,677.00	0.00	0.00	1,677.00	0.000
01-3110-4100-000-000	21,843,262.00	0.00	21,055,683.51	787,578.49	96.394
01-3110-4101-000-000	-328,649.00	-7,153.56	-155,921.19	-172,727.81	47.443
01-3185-4120-000-000	8,000.00	0.00	16,827.79	-8,827.79	210.347
01-3186-4115-000-000	13,704.00	0.00	0.00	13,704.00	0.000
01-3189-4121-000-000	4,000.00	0.00	0.00	4,000.00	0.000
01-3189-4127-000-000	8,000.00	2,976.11	8,957.39	-957.39	111.967
01-3190-4203-000-000	5,000.00	907.85	5,165.52	-165.52	103.310
01-3190-4204-000-000	160,000.00	8,982.08	115,487.61	44,512.39	72.180
01-3220-4201-000-000	5,500,000.00	543,124.00	5,594,760.96	-94,760.96	101.723
01-3230-4216-000-000	15,000.00	1,600.00	10,400.00	4,600.00	69.333
01-3230-4218-000-000	280,000.00	43,518.92	501,212.84	-221,212.84	179.005
01-3230-4381-000-000	6,000.00	900.00	7,200.00	-1,200.00	120.000
01-3290-4209-000-000	5,000.00	150.00	830.00	4,170.00	16.600
01-3290-4214-000-000	2,000.00	400.00	2,550.00	-550.00	127.500
01-3290-4217-000-000	0.00	100.00	400.00	-400.00	0.000
01-3290-4221-000-000	2,500.00	30.00	-677.00	3,177.00	-27.080
01-3290-4233-000-000	0.00	0.00	0.00	0.00	0.000
01-3290-4238-000-000	2,800.00	75.00	1,515.00	1,285.00	54.107
01-3290-4239-000-000	2,000.00	170.00	1,130.00	870.00	56.500
01-3290-4254-000-000	1,500.00	0.00	1,566.50	-66.50	104.433
01-3290-4312-000-000	3,000.00	1,272.15	8,936.92	-5,936.92	297.897
01-3290-4313-000-000	120,000.00	960.71	191,556.59	-71,556.59	159.630
01-3290-4315-000-000	3,000.00	0.00	1,850.00	1,150.00	61.667
01-3290-4321-000-000	7,000.00	0.00	3,570.00	3,430.00	51.000
01-3290-4322-000-000	10,000.00	114.00	14,858.00	-4,858.00	148.580
01-3290-4323-000-000	133.00	0.00	233.00	-100.00	175.188
01-3290-4325-000-000	10,000.00	50.00	12,116.00	-2,116.00	121.160
01-3290-4326-000-000	100.00	0.00	0.00	100.00	0.000

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# Revenue Report

## Month End Revenue

Town of Hudson, NH  
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Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4327-000-000	2,000.00	20.00	1,240.00	760.00	62.000
01-3290-4328-000-000	0.00	0.00	0.00	0.00	0.000
01-3290-4334-000-000	15,000.00	0.00	31,585.13	-16,585.13	210.568
01-3290-4335-000-000	1,100.00	0.00	380.00	720.00	34.545
01-3290-4343-000-000	1,500.00	10.00	277.25	1,222.75	18.483
01-3290-4347-000-000	2,500.00	82.82	1,110.60	1,389.40	44.424
01-3290-4356-000-000	10,000.00	400.00	9,450.00	550.00	94.500
01-3290-4421-000-000	4,000.00	155.00	2,391.00	1,609.00	59.775
01-3290-4422-000-000	1,000.00	371.40	1,518.40	-518.40	151.840
01-3290-4427-000-000	0.00	5.00	15.00	-15.00	0.000
01-3290-4428-000-000	0.00	0.00	270.00	-270.00	0.000
01-3290-4430-000-000	0.00	0.00	0.00	0.00	0.000
01-3290-4450-000-000	18,000.00	4,562.50	26,554.00	-8,554.00	147.522
01-3290-4451-000-000	1,000.00	750.00	5,500.00	-4,500.00	550.000
01-3351-4840-000-000	0.00	0.00	0.00	0.00	0.000
01-3352-4841-000-000	2,255,050.00	0.00	2,255,049.95	0.05	100.000
01-3353-4610-000-000	1,024,063.25	111,243.12	1,023,963.07	100.18	99.990
01-3359-4656-000-000	42,876.80	18,254.40	120,708.23	-77,831.43	281.523
01-3359-4657-000-000	343,001.11	0.00	258,255.02	84,746.09	75.293
01-3359-4659-000-000	10,000.00	0.00	49,704.30	-39,704.30	497.043
01-3359-4660-000-000	0.00	0.00	0.00	0.00	0.000
01-3379-4300-000-000	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4301-000-000	66,000.00	0.00	66,000.00	0.00	100.000
01-3401-4324-000-000	7,000.00	475.00	8,034.00	-1,034.00	114.771
01-3401-4342-000-000	500.00	0.00	25.00	475.00	5.000
01-3401-4708-000-000	1,000.00	0.00	18,003.21	-17,003.21	###.###
01-3401-4716-000-000	0.00	0.00	-73.95	73.95	0.000
01-3401-4720-000-000	150,000.00	25,877.26	206,042.27	-56,042.27	137.362
01-3401-4721-000-000	0.00	0.00	0.00	0.00	0.000
01-3401-4729-000-000	30,000.00	0.00	28,571.66	1,428.34	95.239
01-3401-4730-000-000	422,000.00	0.00	322,611.99	99,388.01	76.448

# Revenue Report

## Month End Revenue

Town of Hudson, NH  
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01-3401-4731-000-000	-22,000.00	0.00	-17,579.45	-4,420.55	79.907
01-3401-4732-000-000	500.00	169.00	1,075.00	-575.00	215.000
01-3401-4745-000-000	77,000.00	23,282.54	87,463.27	-10,463.27	113.589
01-3401-4746-000-000	0.00	0.00	70.00	-70.00	0.000
01-3401-4748-000-000	99,990.00	1,551.64	26,794.71	73,195.29	26.797
01-3401-4756-000-000	1,757.30	650.00	5,929,643.08	-5,927,885.78	###.###
01-3401-4757-000-000	1,216.00	0.00	2,516.00	-1,300.00	206.908
01-3401-4758-000-000	0.00	0.00	0.00	0.00	0.000
01-3401-4759-000-000	677,788.37	276.57	696,312.51	-18,524.14	102.733
01-3401-4761-000-000	38,720.00	825.00	44,020.00	-5,300.00	113.688
01-3401-4762-000-000	141,825.00	75,045.00	99,355.86	42,469.14	70.055
01-3401-4763-000-000	0.00	2,100.00	0.00	0.00	0.000
01-3401-4764-000-000	22,000.00	0.00	9,205.00	12,795.00	41.841
01-3401-4765-000-000	3,680.00	80.00	80.00	3,600.00	2.174
01-3401-4766-000-000	4,400.00	0.00	0.00	4,400.00	0.000
01-3401-4767-000-000	8,580.00	12,280.00	15,277.50	-6,697.50	178.059
01-3401-4768-000-000	7,000.00	2,375.00	2,375.00	4,625.00	33.929
01-3401-4769-000-000	11,000.00	4,370.00	8,275.00	2,725.00	75.227
01-3501-4704-000-000	55,000.00	1.00	6,646.00	48,354.00	12.084
01-3502-4702-000-000	-10,000.00	-1,884.94	-6,960.49	-3,039.51	69.605
01-3502-4703-000-000	25,000.00	39,973.28	144,607.62	-119,607.62	578.430
01-3502-4703-000-000	3,000.00	600.00	1,600.00	1,400.00	53.333
01-3503-4373-000-000	5,329.85	200.00	3,587.00	1,742.85	67.300
01-3508-4556-000-000	3,303.40	0.00	3,150.00	153.40	95.356
01-3508-4557-000-000	3,100.00	0.00	3,100.00	0.00	100.000
01-3508-4558-000-000	325.48	325.48	6,225.48	-5,900.00	###.###
01-3914-4996-000-000	0.00	0.00	0.00	0.00	0.000
01-3915-4922-000-000	280,426.30	0.00	280,426.30	0.00	100.000
01-3934-4998-000-000	5,928,980.00	0.00	0.00	5,928,980.00	0.000
01-3939-4999-000-000	600,000.00	0.00	0.00	600,000.00	0.000

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Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Totals	40,104,539.86	922,603.33	39,228,660.96	875,878.90	97.816

General Fund

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Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Sewer Fund</b>					
02-3190-4180-000-000	20,000.00	424.58	11,310.00	8,690.00	56.550
02-3190-4181-000-000	728.00	727.76	727.76	0.24	99.967
02-3401-4716-000-000	0.00	0.00	0.00	0.00	0.000
02-3401-4759-000-000	0.00	0.00	207.14	-207.14	0.000
02-3403-4780-000-000	560,000.00	0.00	565,201.56	-5,201.56	100.929
02-3403-4781-000-000	570,726.00	0.00	574,043.13	-3,317.13	100.581
02-3409-4783-000-000	100.00	0.00	0.00	100.00	0.000
02-3500-4773-000-000	24,911.00	0.00	24,911.00	0.00	100.000
02-3500-4782-000-000	50,000.00	-211.80	197,264.62	-147,264.62	394.529
02-3502-4702-000-000	-3,000.00	0.00	-2,323.90	-676.10	77.463
02-3508-4561-000-000	0.00	0.00	0.00	0.00	0.000
02-3509-4786-000-000	0.00	0.00	-25.00	25.00	0.000
02-3915-4922-000-000	800,000.00	0.00	0.00	800,000.00	0.000
02-3939-4999-000-000	100,000.00	0.00	0.00	100,000.00	0.000
02-4915-4915-000-000	15,000.00	0.00	0.00	15,000.00	0.000
<b>Totals</b>	<b>2,138,465.00</b>	<b>940.54</b>	<b>1,371,316.31</b>	<b>767,148.69</b>	<b>64.126</b>

Revenue Report  
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Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Water Fund</b>					
03-3190-4794-000-000	10,000.00	0.00	1,967.22	8,032.78	19.672
03-3290-4394-000-000	35,000.00	5,795.00	42,465.00	-7,465.00	121.329
03-3290-4395-000-000	240,000.00	970.00	24,365.00	215,635.00	10.152
03-3290-4396-000-000	12,000.00	3,020.00	21,297.90	-9,297.90	177.483
03-3290-4397-000-000	8,500.00	1,125.00	2,750.00	5,750.00	32.353
03-3401-4716-000-000	0.00	0.00	0.00	0.00	0.000
03-3401-4748-000-000	0.00	0.00	0.00	0.00	0.000
03-3401-4759-000-000	195,782.09	0.00	196,870.31	-1,088.22	100.556
03-3402-4390-000-000	64,000.00	5,434.10	54,419.10	9,580.90	85.030
03-3402-4391-000-000	78,000.00	6,496.20	71,458.20	6,541.80	91.613
03-3402-4392-000-000	224,000.00	19,480.15	195,613.65	28,386.35	87.328
03-3402-4790-000-000	965,000.00	81,949.72	817,886.51	147,113.49	84.755
03-3402-4791-000-000	2,233,590.00	120,542.40	1,595,470.58	638,119.42	71.431
03-3402-4792-000-000	215,000.00	16,584.67	159,350.37	55,649.63	74.116
03-3402-4799-000-000	70,000.00	0.00	4,561.91	65,438.09	6.517
03-3502-4702-000-000	-2,500.00	0.00	-388.21	-2,111.79	15.528
03-3509-4793-000-000	10,000.00	125.00	2,275.00	7,725.00	22.750
03-3915-4922-000-000	60,000.00	0.00	0.00	60,000.00	0.000
03-3939-4999-000-000	400,000.00	0.00	0.00	400,000.00	0.000
<b>Totals</b>	<b>4,818,372.09</b>	<b>261,522.24</b>	<b>3,190,362.54</b>	<b>1,628,009.55</b>	<b>66.212</b>

**Water Fund**

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Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Community TV Revolving Fund</b>					
45-3401-4745-000-000 Cable Franchise Fees	0.00	93,130.18	349,853.07	-349,853.07	0.000
<b>Totals</b>	<b>0.00</b>	<b>93,130.18</b>	<b>349,853.07</b>	<b>-349,853.07</b>	<b>0.000</b>

Revenue Report  
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Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>EMS Revolving Fund</b>					
50-0000-4729-000-000	5,885.99	0.00	30,125.63	-24,239.64	511.819
50-0000-4730-000-000	0.00	0.00	322,612.05	-322,612.05	0.000
50-0000-4731-000-000	0.00	0.00	-17,426.20	17,426.20	0.000
<b>Totals</b>	<b>5,885.99</b>	<b>0.00</b>	<b>335,311.48</b>	<b>-329,425.49</b>	<b>###.###</b>



**TOWN OF HUDSON**  
**AUTOMOBILE REGISTRATION BY MONTH**  
**FISCAL YEARS 2018, 2019, 2020, 2021, 2022, 2023**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half</u> <u>Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half</u> <u>Fiscal Year</u>	<u>Actual</u> <u>Fiscal Year</u> <u>Total</u>	<u>Budget</u> <u>Fiscal Y</u> <u>Total</u>
FY2018	\$345,710	\$427,939	\$416,805	\$443,016	\$371,576	\$453,830	\$2,458,875	\$582,567	\$460,122	\$473,141	\$402,980	\$543,706	\$507,592	\$2,970,108	\$5,428,983	\$4,700,000
<b>vs. Budget</b>	7.4%	16.5%	25.3%	34.8%	42.7%	52.3%	52.3%	64.7%	74.5%	84.6%	93.1%	104.7%	115.5%	63.2%	<b>vs. Budget</b>	115.4%
FY2019	\$429,067	\$457,722	\$389,685	\$464,888	\$471,953	\$454,133	\$2,667,448	\$531,274	\$504,668	\$444,548	\$561,605	\$513,577	\$511,323	\$3,066,993	\$5,734,441	\$5,000,000
<b>vs. Budget</b>	8.6%	17.7%	25.5%	34.8%	44.3%	53.3%	53.3%	64.0%	74.1%	83.0%	94.2%	104.5%	114.7%	61.3%	<b>vs. Budget</b>	114.7%
FY2020	\$437,974	\$485,183	\$410,994	\$530,162	\$446,610	\$470,237	\$2,781,159	\$638,551	\$515,784	\$416,309	\$331,136	\$452,398	\$745,339	\$3,099,517	\$5,880,675	\$5,420,000
<b>vs. Budget</b>	8.1%	17.0%	24.6%	34.4%	42.6%	51.3%	51.3%	63.1%	72.6%	80.3%	86.4%	94.7%	108.5%	57.2%	<b>vs. Budget</b>	108.5%
FY2021	\$516,858	\$430,094	\$461,725	\$494,524	\$440,822	\$489,084	\$2,833,106	\$542,186	\$502,930	\$627,048	\$523,883	\$518,796	\$571,111	\$3,285,953	\$6,119,060	\$5,420,000
<b>vs. Budget</b>	9.5%	17.5%	26.0%	35.1%	43.2%	52.3%	52.3%	62.3%	71.6%	83.1%	92.8%	102.4%	112.9%	60.6%	<b>vs. Budget</b>	112.9%
FY2022	\$433,575	\$488,988	\$450,479	\$504,693	\$429,947	\$435,191	\$2,742,872	\$536,311	\$513,594	\$552,932	\$539,268	\$528,792	\$551,548	\$3,222,444	\$5,965,316	\$5,420,000
<b>vs. Budget</b>	8.0%	17.0%	25.3%	34.6%	42.6%	50.6%	50.6%	60.5%	70.0%	80.2%	90.1%	99.9%	110.1%	59.5%	<b>vs. Budget</b>	110.1%
FY2023	\$462,768	\$505,396	\$453,460	\$563,076	\$441,048	\$474,930	\$2,900,677	\$538,785	\$474,370	\$555,183	\$582,626	\$543,124	\$582,626	\$2,694,085	\$5,594,762	\$5,500,000
<b>vs. Budget</b>	8.4%	17.6%	25.8%	36.1%	44.1%	52.7%	52.7%	62.5%	71.2%	81.3%	91.8%	101.7%	49.0%	<b>vs. Budget</b>	<b>vs. Budget</b>	101.7%

**TOWN OF HUDSON  
GENERAL FUND INTEREST BY MONTH  
FISCAL YEARS 2018, 2019, 2020, 2021, 2022, 2023**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budg Fiscal Y Total</u>
FY2018	\$14,877	\$14,656	\$7,236	\$4,331	\$9,647	\$6,947	\$57,694	\$16,560	\$18,741	\$14,208	\$15,488	\$19,596	\$16,919	\$101,512	\$159,206	\$25,1
<b>vs. Budget</b>	59.5%	118.1%	147.1%	164.4%	203.0%	230.8%	230.8%	297.0%	372.0%	428.8%	490.8%	569.1%	636.8%	406.0%	vs. Budget	636.
FY2019	\$0	\$45,557	\$38,553	\$27,494	\$0	\$46,686	\$158,289	\$45,246	\$52,094	\$42,049	\$0	\$66,149	\$19,534	\$225,072	\$383,361	\$120,0
<b>vs. Budget</b>	0.0%	38.0%	70.1%	93.0%	93.0%	131.9%	131.9%	169.6%	213.0%	248.1%	248.1%	303.2%	319.5%	187.6%	vs. Budget	319.
FY2020	\$0	\$42,580	\$39,013	\$33,695	\$24,052	\$13,649	\$152,989	\$6,066	\$35,128	\$32,541	\$8,141	\$5,937	\$21,179	\$108,992	\$261,981	\$361,0
<b>vs. Budget</b>	0.0%	11.8%	22.6%	31.9%	38.6%	42.4%	42.4%	44.1%	53.8%	62.8%	65.1%	66.7%	72.6%	30.2%	vs. Budget	72.4
FY2021	\$0	\$0	\$12,143	\$0	\$0	\$3,909	\$16,052	\$0	\$611	\$210	\$204	\$198	\$142	\$1,365	\$17,417	\$261,0
<b>vs. Budget</b>	0.0%	0.0%	4.7%	4.7%	4.7%	6.2%	6.2%	6.2%	6.4%	6.5%	6.5%	6.6%	6.7%	0.5%	vs. Budget	6.7
FY2022	\$147	\$147	\$195	\$350	\$175	\$102	\$1,115	\$96	\$86	\$388	\$1,460	\$2,602	\$3,060	\$7,691	\$8,806	\$20,0
<b>vs. Budget</b>	0.1%	1.5%	2.4%	4.2%	5.1%	5.6%	5.6%	6.1%	6.5%	8.4%	15.7%	28.7%	44.0%	38.5%	vs. Budget	44.0
FY2023	\$3,546	\$4,916	\$4,878	\$7,048	\$8,684	\$4,055	\$33,127	\$3,578	\$3,302	\$27,860	\$36,767	\$39,973	\$111,480	\$111,480	\$144,608	\$25,0
<b>vs. Budget</b>	14.2%	33.8%	53.4%	81.6%	116.3%	132.5%	132.5%	146.8%	160.0%	271.5%	418.5%	578.4%	445.9%	445.9%	vs. Budget	578.4