



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 27, 2023

Board of Selectmen Meeting Room, Town Hall

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

(not open to the public)

6:30 p.m.

Regular meeting will begin immediately after Attorney-Client Session

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) 2022 Property Tax Abatement Application: map 216, lot 8, 12 Executive Dr.
 - 2) 2022 Property Tax Abatement Application: map 228, lot 4, 7 Wal-Mart Blvd.
 - B. Water/Sewer Items - none
 - C. Licenses & Permits & Policies
 - D. Donations
 - 1) Gamewell Fire Alarm Box to Fire Department from Retired Firefighter Alan Windsor
 - E. Acceptance of Minutes
 - 1) Minutes of June 6, 2023
 - 2) Minutes of June 13, 2023

F. **Calendar**

06/28	7:00	Planning Board	Buxton Meeting Room
07/04	**	Independence Day**	Town Offices Closed
07/05	7:00	Budget Committee	Buxton Meeting Room
07/08	9:00	Zoning Board - Site Walk	181B Webster Street
07/10	7:00	Conservation Commission	Buxton Meeting Room
7/10		Cancelled - Cable Utility Meeting	
07/11	7:00	Board of Selectmen	BOS Meeting Room

7. **OLD BUSINESS**

A. Votes taken after Nonpublic Session on June 13, 2023

- 1) Selectman Morin made a motion, seconded by Selectman Guessferd to seal the minutes of the June 13, 2023 nonpublic session. Carried 4-0.
- 2) Selectman Morin made a motion, seconded by Selectman Guessferd to hire Kimberly Brooks as Senior Accounting Clerk at \$23.38 per hour (step 3) of the Town of Hudson Support Staff AFSCME Local #1801 Union contract as recommended by the Finance Director. Carried 4-0.
- 3) Selectman Guessferd made a motion, seconded by Selectman Morin to promote Master Patrol Officer Matthew Flynn and Master Patrol Officer Andrew Valcourt to the position of Sergeant at \$40.76 per hour according to the Hudson Police Employee Association Contract (step 6). This elevation in rank would be effective on Sunday, June 18, 2023. Carried 4-0.
- 4) Selectman Guessferd made a motion, seconded by Selectman Dumont to appoint hire Benjamin Gradert for the position of Associate Planner at a starting salary of \$68,933 (step 1) per the Hudson Police, Fire and Town Supervisors Association contract. Carried 3-1.
- 5) Selectman Morin made a motion to adjourn at 10:07 p.m. This was seconded by Selectman Guessferd. Carried 4-0.

B. Hills Memorial Library - Historical Commission/Library Trustees - Discussion

C. Updating the Limits for Purchases, Contracts and Bids - Town Administrator - Decision

D. Personnel Policies - Earned Time Conversion 2nd Reading - Town Administrator - Decision

8. **NEW BUSINESS**

A. Public Hearing - Proposed Increase - Police Detail Cruiser Rate - Decision

B. Public Hearing - Proposed Building Board of Appeals Application Fee - Decision

C. Accrued Time Payouts - Finance Director - Decision

D. Fiscal Year 2023 Encumbrances - Finance Director - Decision

E. Replacement Truck Lease Purchase - Public Works - Decision

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.

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, July 6th, 2023.



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



6A-1

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

Agenda
6-27-23

TO: Board of Selectmen
Steve Malizia, Town Administrator

June 27, 2023

FROM: Jim Michaud, Chief Assessor

RECEIVED

RE: 2022 Abatement Application
Map 216 Lot 8 – 12 Executive Drive

JUN 21 2023

TOWN OF HUDSON
SELECTMENS OFFICE

I recommend that the Board of Selectmen deny an abatement sought on the above referenced property. The property is a 73,911 SF +/- industrial/ office building located on a 8.033 AC +/- site at 12 Executive Drive. The property was assessed for \$8,716,9000 for the 2022 property tax year with an implied market value of \$9,253,609 after application of the 2022 assessment ratio of 94.2%. The property was purchased on 5/17/2021 for \$7,000,000 with a subsequent \$800,000 plus in building permit represented costs after sale

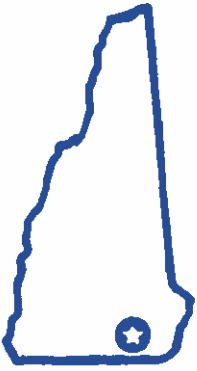
The applicant's tax rep, working on a contingency fee basis, not as an appraiser, has provided a report with an opinion of value of no more than \$8,000,000. The Town used its mass appraisal contractor for the 2022 revaluation, Mike Tarello, MAI, to review the application and information submitted and he could not find a basis to support a lower conclusion of value. In addition, the owner and their tax rep have not answered a series of interrogatories and requests for production of documents that the department had sent out months ago. The Town's assessed value on the property does not appear to be disproportionate.

Motion:

Motion to deny Abatement for property taxes for Map 216 Lot 8 as recommended by the Assessing Department.

Cc: File

2023AbateDeny12ExecutiveDr



TOWN OF HUDSON

Board of Selectmen

12 School Street Hudson, New Hampshire 03051 603/886-6024 FAX 603/598-6481



Executive Drive Owner LLC
55 Cambridge Street
Burlington, MA 01803

June 27, 2023

Dear Property Owner:

The Hudson NH Board of Selectmen have voted to deny Executive Drive Owner LLC a property assessment abatement for the 2022 property tax year on property located on 12 Executive Drive. The property is a 73,911 SF +/- industrial building located on a 8.003 AC +/- site at 12 Executive Drive. The property was assessed for \$8,716,900 for the 2022 property tax year.

The application provided did not contain an appraisal and the information as provided did not form a basis to support the estimate of value of "no more than \$8,000,000" on the application form. The Town used its mass appraisal contractor for the 2022 revaluation, Mike Tarello with VGSI (Vision) Inc., to review the basis for the appeal and he did not find that the information submitted with the application provided a basis for an adjustment to the assessed value. The Town's assessed value on the property does not appear to be disproportionate.

If you wish, a further appeal to the State Board of Tax and Land Appeals, or Superior Court, may be made by September 1, 2023.

Sincerely,

Marilyn E. McGrath, Chairman
Hudson Board of Selectmen

Cc: Mark Murphy Law Offices

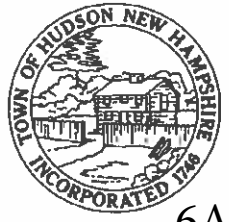


TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



Agenda
6-27-23

6A-2

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

TO: Board of Selectmen
Steve Malizia, Town Administrator

June 27, 2023

RECEIVED

FROM: Jim Michaud, Chief Assessor

JUN 21 2023

RE: 2022 Abatement Application
Map 228 Lot 4 – 7 Wal-Mart Blvd.

TOWN OF HUDSON
SELECTMENS OFFICE

I recommend that the Board of Selectmen deny an abatement sought on the above referenced property. The property is a 134,792 SF +/- discount retail “Big Box” store located on a 24.118 AC +/- site at 7 Wal-Mart Blvd. The property was assessed for \$14,553,400 for the 2022 property tax year with an implied market value of \$15,449,469 after application of the 2022 assessment ratio.

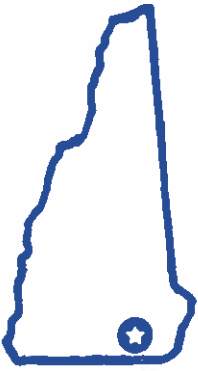
The applicant’s tax rep, a tax attorney working on a contingency fee basis, not as an appraiser, has provided a series of sales of properties, without any analysis to align them by comparison to the Hudson, NH Subject property, and provided an estimate of value of \$12,200,000. The Town used its mass appraisal contractor for the 2022 revaluation, Mike Tarello, MAI, to review the basis for the appeal and he did not find that the information submitted provided a basis for an adjustment to the assessed value. The Town’s assessed value on the property does not appear to be disproportionate.

Motion:

Motion to deny Abatement for property taxes for Map 228 Lot 4 as recommended by the Assessing Department.

Cc: File

2023AbateDeny7WalMartBlvd



TOWN OF HUDSON

Board of Selectmen

12 School Street Hudson, New Hampshire 03051 603/886-6024 FAX 603/598-6481



Sam's RE Business Trust
c/o Wal-Mart Prop Tax Dept.
PO Box 8050 MS 0555
Bentonville, AR 72716-8050

June 27, 2023

Dear Property Owner:

The Hudson NH Board of Selectmen have voted to deny Sam's RE Business Trust a property assessment abatement for the 2022 property tax year on property located on 7 Wal-Mart Blvd. The property is a 134,792 SF +/- discount retail "Big Box" store located on a 24.118 AC +/- site at 7 Wal-Mart Blvd. The property was assessed for \$14,553,400 for the 2022 property tax year.

The application provided did not contain an appraisal and the information as provided did not form a basis to support the estimate of value of \$12,200,000 on the application form. The Town used its mass appraisal contractor for the 2022 revaluation, Mike Tarello with VGSI (Vision) Inc., to review the basis for the appeal and he did not find that the information submitted with the application provided a basis for an adjustment to the assessed value. The Town's assessed value on the property does not appear to be disproportionate.

If you wish, a further appeal to the State Board of Tax and Land Appeals, or Superior Court, may be made by September 1, 2023.

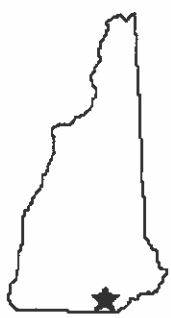
Sincerely,

Marilyn E. McGrath, Chairman
Hudson Board of Selectmen

Cc: Bruce Stavitsky c/o Stavitsky & Associates

Agenda
6-27-23

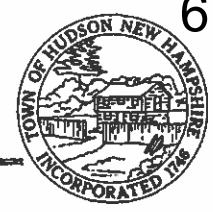
6D-1



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



RECEIVED

JUN 15 2023

Scott Tice
Chief of Department

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

TOWN OF HUDSON
SELECTMENS OFFICE

TO: Marilyn McGrath
Chairperson, Board of Selectmen

FR: Scott Tice
Fire Chief *ST*

DT: June 14, 2023

RE: Donation Acceptance – June 27, 2023 BOS Public Agenda

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

Retired Firefighter Alan Winsor has graciously donated his Gamewell Fire Alarm Box to the department. His donation comes with the following request:

- It will be located at Central Station to be used for training
- It will be the property of the Hudson Fire Department
- It will not be used for parts

It would be our intention to utilize this immediately with our new members currently in recruit school. It will be a very useful tool that will be incorporated in our training program going forward.

We would request the Board of Selectmen accept this donation with thanks.

Motion:

To authorize the Fire Chief to accept the donation of the Gamewell Fire Alarm Box from retired Firefighter Alan Winsor.

HUDSON, NH BOARD OF SELECTMEN

Minutes of the June 6, 2023 Meeting

1. CALL TO ORDER - by Chairman McGrath the meeting of June 6, 2023 at 7:04 p.m. in the Selectmen Meeting Room at Town Hall

2. PLEDGE OF ALLEGIANCE led by Chairman McGrath

3. ATTENDANCE

Board of Selectmen: Dillon Dumont, Dave Morin, Marilyn McGrath

Selectman Roy participated in the meeting remotely.

Selectman Guessferd was absent this evening.

Staff/Others: Steve Malizia, Town Administrator; Scott Tice, Fire Chief

4. Nonpublic Session

Motion by Selectman Dumont at 7:06 p.m., seconded by Selectman Morin to go into non-public session under RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.(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 4-0.

Nonpublic Session was entered at 7:06 p.m. thus ending the public portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered open session at 8:29 p.m.

Motions made after nonpublic session

1.) Selectman Morin made a motion, seconded by Selectman Dumont to seal the minutes of the nonpublic session of June 6, 2023. A roll call vote was taken. Carried 4-0.

2) Selectman Morin made a motion, seconded by Dumont to authorize Firefighter/Paramedic Gerald Bourdeau and Firefighter/AEMT Mitchell Rufiange the opportunity to work overtime for a firefighter vacancy that would have otherwise been mandated, through October 1, 2023. A roll call vote was taken. Carried 4-0.

3) Selectman Morin made a motion to adjourn at 8:30 p.m. This was seconded by Selectman Dumont. A roll call vote was taken. Carried 4-0.

5. ADJOURNMENT

Motion to adjourn at 8:30 p.m. by Selectman Morin seconded by Selectman Dumont. A roll call vote was taken. Carried 4-0.

Transcribed by Jill Laffin, Executive Assistant.

Marilyn McGrath, Chairman

Dave Morin, Vice Chairman

Kara Roy, Selectman

Absent

Bob Guessferd, Selectman

Dillon Dumont, Selectman

DRAFT

HUDSON, NH BOARD OF SELECTMEN

Minutes of the June 13, 2023 Meeting

1. CALL TO ORDER - by Chairman McGrath the meeting of June 13, 2023 at 7:00 p.m. in the Selectmen Meeting Room at Town Hall
2. PLEDGE OF ALLEGIANCE led by Selectman Dumont
3. ATTENDANCE

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

Selectman Kara was absent this evening.

Staff/Others: Steve Malizia, Town Administrator; Scott Tice, Fire Chief; Tad Dionne, Police Chief; Dave Cayot, Police Captain; Elvis Dhima, Town Engineer; Craig Putnam, HEAC; Lisa Labrie, Finance Director; Beth McKee, Town Accountant; School Board Member, Gretchen Whiting; Jill Laffin Executive Assistant

4. PUBLIC INPUT

Chairman McGrath called for Public Input and said name and address for the record, please. I know we should all remember you, but it's on tape. So when she's typing up the minutes, it goes easy for everyone to remember me. And I'm just going to point out that according to the bylaws, we have five minutes allocated for your public input.

- 1) Dean Sakati, 11 Fairway Drive

Mr. Sakati began by saying let's keep it to five. Dean Sakati 11, Fairway Drive. I was at my daughter's college graduation a couple of weeks ago, and the commencement speakers were Joyce and Bill Cummings, who were discussing their commitment to the Giving Pledge. Both Joyce and Bill Cummings shared their stories of taking lessons they learned from their modest upbringings, how they started with very little. But they had a vision, worked really hard. Always gave back what they could to their communities and grew more wealth than they could have ever dreamed. As owners of one of the most successful real estate businesses in New Hampshire in correction in New England Cummings properties, they decided to channel their effort into philanthropic, philanthropy, Joyce and Bill established the Cummings Foundation in 1986, and it has become one of the biggest, largest private foundations in New England and has awarded grants of nearly half \$1 billion to local and global communities.

Mr. Sakati continued saying, so you're probably wondering right about this time, why is Dean sharing this with me? The situation as you all know, recently, the Green Meadows Golf Club, a critical recreational facility in Hudson, New Hampshire, for the last 50 plus years, was sold by their owners, Tom, Phil and David Friel, for over 124... at \$121.8 million. As I understand, the Friel's used Hudson as a launching pad to build one of the largest regional golfing businesses in New England. They owned multiple courses across the region. During the process to approve the land use for an industrial logistics center. I heard so much about what great citizens, the Friel's were and are. A while back, I approached this Board with Project Phoenix, a proposal for the Town to buy the Green Meadows Golf course and keep one of the courses while developing other recreational facilities throughout the, throughout the property. This was a self-financing and sustainable plan. Unfortunately, the Phoenix dream died with the sale. Until I heard Joyce and Bill Cummings express how their foundation is changing the world, and I thought perhaps the

Friel's want need a creative way to give back to Hudson to leave a lasting legacy, as others in this town have done, such as the Hills or the Rodgers before them.

So what's my ask? I'm here tonight to make several requests, one from the Friel's, for the Friel's to contribute 20% or \$24 Million of the sale to a newly created Hudson focused foundation that will have as a singular mission; developing recreational facilities and corresponding infrastructure to the Town of Hudson, to serve the town and neighboring towns who will inevitably be adversely affected by the industrial development of the land. The mission can be jointly developed between the Friel's and Town representatives or any designees as appropriate. The investment could be used as an idea and is not mine to decide. It could be used as an anchor to bring forward some of the ideas from Project Phoenix. Phoenix, i.e. running and hiking trails, river boating, cross country skiing trails, swimming, public swimming and pools, disc disc golf, river dining, and maybe even to support education in some form or fashion. Again, not my decision. These are just ideas that I'm throwing out there.

After the Planning Board approved the development plan that led to the sale, one of the Friel's was seen thanking Mr. Malley for running as a courtesy the Planning Board's process. The true thanks really should be to the Town, to the residents and those who supported the golf course over the years and ultimately paved the way for a sale. This giving pledge could also be matched by contributions from others who are benefiting from Hudson's industrialization, e.g. perhaps the owners of the friary property that really essentially get a windfall. In a sense, that's not it's not negative, it's just you get good economic rents when you you have property that becomes highly sought after or demanded. Mr. Farley, the real estate developer for Cushman and Wakefield, who seems keen to keep Hudson zoning as permissive to developers as possible. My ask of the Board of Selectmen is an endorsement really that the ask be supported. You know, maybe a personalized quote of sorts, something personal that would add, that we could add to a welcoming material or a package of marketing material of since for the creation of a foundation as well as the pledge to create the foundation with appropriate transparency and governance. Again, should the Friel's be interested in making a gift to residents, the residents. My ask is to volunteer to bring forth ideas, after a foundation is established, for how we can make continue to make Hudson a better community, a true place to call home, as well as to volunteer for this professional governance of a foundation should it be created. Obviously, tone matters and as such, I want the Friel's to recognize that this isn't meant as a public shaming because they made such such a significant sum from the sale. However, it is a recognition that Hudson will be not as well off without 36 holes of golf and nearly 400 acres of open space that are converted to an industrial logistics center. This is a way for us to help the Friel's channel their charity back to the town, again if they so choose, that gave so much to them in their father. Hence, I'm here tonight asking for your vote of support and a strong endorsement. Perhaps this culminates with a meeting among Town officials, few residents and the Friel's directly.

So as you're thinking that Dean's idea is a bit of a flyer that's absolutely unachievable. I'll close with a quote from Joyce and Bill Cummings. When they said, the size of your dreams must always exceed your current capacity to achieve them. If your dreams do not scare you, they are not big enough. I'm asking the frills. I'm asking you, the Board of Selectmen, to join me in dreaming of making this town a better place. Chairman McGrath replied to Mr. Sakati saying, thank you. Uh, we're not going to respond to tonight. So. Mr. Sakati replied and what I'll do is to put it on public record, I'll email the the letter that I just wrote. Okay. I got a little tweaking to do, but.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS - none

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 Guessferd made a motion, seconded by Selectman Dumont to approve Consent Items A, C, D, E, & F. Carried 4-0.

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

Chairman McGrath recognized Town Engineer, Elvis Dhima. Mr. Dhima began by saying, Good evening, everyone. Thank you, Madam Chair. First item for you tonight, Catch Basin Cleaning. This is related to water quality about Robinson Pond. This is funded 100% by ARPA funds and was identified as one of the projects to be utilizing ARPA funds. We went out to bid, we sent it to vendors. We went through the process. We got three bids, \$17,000, \$20,000 and about \$25,000. The low bid, Triton Strom Water has been doing this for quite some time. So we checked the references. Everything checks out and we'll be doing about 300 of them this year. While we're doing this, Public Works will still be doing catch basin cleanings for other areas as well in town. But this will be 100% dedicated to Robinson Pond Watershed. The idea is to reduce pollution, improve the quality, get credit for that on our MS4 permit, and continue to come with other projects related to improving the water quality. This is separate. And the Board of Selectmen contract that got approved on the last meeting, which was \$75,000 from VHB, to come up with other projects related to improving it. That contract is going to be focused on the on the beach area and boat ramp. This will be separate but under the same ARPA funds. With that said, I'll take any questions. You might have.

Selectman Morin was recognized and said if anybody has anything in relation to this, go ahead first. No, just I appreciate you getting three bids just for information. How much did it cost for the bid process? Mr. Dhima replied it took about between us and Public Works about, I want to say, for the RFP, putting together about 20 to 30 hours. Another about \$250 to \$300 for advertising it. And so that's about it. But yeah, about a week worth of work, you know, for just one person. But it was multiple staff pulled in to make sure that, you know, it met our requirement but quite a bit of effort for 17 grand. But we went through the

process nevertheless. But yeah, it took a bit of time. Thank you. We got it done, though. Selectman Morin replied that's all I have.

Seeing no further questions, Selectman Morin made a motion, seconded by Selectman Dumont 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. Carried 4-0.

B. Contract Award - Marsh Road Pump Station Design & Construction Services

Mr. Dhima was recognized by the Chairman and replied thank you, Madam Chair. Marsh Road Pump Station was a project that we started last year. We tried to do that in one shot and end up being too much for us, so we broke it down to three years. Last year we purchased the pumps. We're still waiting for delivery, even though it's been almost a year. They should be with us shortly. This particular phase is going to be related to putting a building out there and installing the canisters to where the vertical pumps and the motors are going to be sitting and getting the electrical in and basically getting ready for the next phase, which is hooking everything up and disconnecting the old pump station and putting everything into the new one for the ones that might not remember the existing pump station that we have out there right now is underground. We're trying to bring everything above ground because it's not safe. It's not really what we typically do by today's standards. And it was built in the 70s and 80s. It's long overdue. With that said, we went out to bid, sent it out to different companies. We got two bids, as you can see. One just came under \$400,000 and the other one at \$420,000. Both of them pretty good, very close. We budgeted \$375,000 last year. So overall, I think we're pretty good on this one. A bit over, but not by much. With that said, I recommend we move forward with R.H. White, which is basically the same company that does our water or the parent company that does our water utility at this time, which is Whitewater. With that said, I'll take any questions you might have.

Selectman Guessferd was recognized and said A couple couple questions here. So you had four, you had four vendors. You sent it out to four vendors and two didn't respond. Did you get any feedback on why they didn't respond at all? The other two, was it just. Mr. Dhima replied not everyone that got the bid, RFP even showed up at the pre bid was completely different parties. They don't have to. They don't have to. Selectman Guessferd replied oh, no, no, no. I'm not saying they have to. Mr. Dhima then said I asked the other ones that showed up. It's just a matter of if you can get the parts or if it's the right job for you. What I'm seeing right now still is that as of now, we still have to go out there and be the aggressive ones to get the contractors to come to us to put a bid on, because everyone is pretty much six months out. And just to give you a flavor of what's going out there, it's been a year since we ordered the pumps. We don't have them yet. So this particular phase of the project is going to require prefabricated building. That's what they're going by. That's going to take a little bit of time. We try to be as flexible as possible. I even told them they can start the project next year in April. They don't have to do anything this year. It's just they don't have the staff. It's a multi-discipline project. You've got mechanical, you got building, you got electrical, you got to there's a lot of pieces to it. If you don't if you're not familiar with the municipality, if you're not familiar with all the parts that's needed, you might not be the might not be the right project for you. But we went through the kind of contractors, they kind of do this and we got through. And I don't know. I think that's a good one. Ideally, I'd like to have three, but two, I'll take two any day. Better than zero. Selectman Guessferd replied sure and went on to say, in terms of the evaluation, I mean, they are relatively close in price, but I mean, obviously, I think, look, when you look through White's resume of what they've done and it's pretty impressive. Mr. Dhima then said the one thing that R.H. White is bringing to the table compared to the other companies that they're assuming there might be a ledge there and that's built into the price. That's a big one. The other company did not. Another thing that they bring to the table is they're bringing in a prefabricated building, which is about 190 grand. So out of the \$375,000, \$190,000 is going to a third party to build the building. The other ones are building it from brick and mortar out there, which means it's going to be more construction at the site. Trying to minimize the time that the contractor is going to spend out there because we already reached out to the association next door. They are concerned about the

construction going on with the noise and all that. So trying to minimize the time that we be out there doing this because it will be a bit of a it will be a bit of a nuisance. You're going to have construction going on in your backyard. It's just there's no easy way to say that You take all that into consideration. It's going to be a shorter period for construction. It's a better product. I think they're familiar with how we operate. They know what our expectations are. And overall, I thought they had a better package. And obviously a cheaper one too. That helps a little bit. But overall, I think we're getting more more for our buck.

Selectman Guessferd replied okay. Yeah. So what you're what I'm hearing is, is that it's more than just price that we look at. I mean, obviously we got the best of both worlds. It seems like in this one it is where we felt like they were best technically and lowest cost. I mean, that's. Mr. Dhima responded they're taking a little bit more risk and they're willing to absorb that if there's any changes there, because the last thing I want to do is come in front of you and saying, I have a \$20,000 change order on ledge. You know, I don't want to do that. I did borings. We did not intercept anything. I assume, based on what information I provided on the RFP, that that's enough for them to make a decision. But they're hitting a corner or two. They should be able to absorb it. But the breakdown was pretty good. They make some adjustment to what the other ones did. I think the approach was better. And with that said, I think we're just going to go with what fits our budget.

Selectman Dumont was recognized and said since you brought it up, what exactly did they figure in for Ledge? Did they allocate a dollar amount to it? Did they figure they.... Mr. Dhima replied they allocated a certain amount to it? I think they basically said we need to remove X amount of feet of dirt. So they figure out the building is 10x20 and need to go down six feet to set up, you know, the trenches. And they basically assume, I'm going to assume about ten yards of ledge. I forget what the number is. It's on the RFP there. But on their assumptions, they carried a certain amount of ledge.

Selectman Dumont then asked and is that a separate line item on their on their bid? Or is it the overall cost. Mr. Dhima replied no, it's part of the overall cost. And they're saying we are assuming X amount of ledge into it. Selectman Dumont then said the reason I ask because some guys will throw it in as a line item, but if you don't hit ledge, well then that comes off the top. Mr. Dhima replied yeah, this is a lump sum. This is all included as a one. When you do a breakdown too, not as a lump sum, as an item by item that's separate. But we have in the past, even though it's been a lump sum, if it's beyond a certain scope, like if it's 12, I'm sure they're going to absorb it. But if it's like 100, which they shouldn't, but I'm just saying we're pretty reasonable to what's out there. But we did do borings. We did not intercept anything. So the only thing I can see it happening is along the trench where the new pipe is going to meet the existing one. But to keep the cost within our budget, everything under this phase is going to be within five feet of the footprint of the building, and then the hookup will be done next year. But so far, between this project, this phase and the other one I think we're in for about \$750,000 and between X. So I think overall, doing this piece by piece, I think we might be saving somewhere between 2 to 300,000 for what we did. So sometimes it does pay off. We're in a place that we could afford to split it over three years, but I think it was the right thing to do. Plus, even if we didn't, we wouldn't be able to get the pumps this year anyway. I mean last year anyway. So it is still bad out there. That's far getting equipment in. It is brutal. Selectman Dumont replied I know that.

Chairman McGrath then said I have a question for you. The pumps that you said that they're delayed on delivery, how I mean, is there any kind of certainty that we're actually going to get them? Mr. Dhima replied yeah, we got confirmation that should be done. It should be delivered either this month or next month. That's what we got it from the place we ordered it. They have delivered, you know, the transformers, some of the electrical components related to the pumps and the motors. But the actual canister is like where these things are going to sit in and the big components, they have not arrived yet. but they better because I haven't paid for anything yet. So if not, we just don't pay them. We don't we haven't paid yet. Chairman McGrath then asked but is this something that has to be done? I mean, this I would assume that this is a necessary thing to to have happen. Mr. Dhima replied even if we get the pumps, it's not going to be live until the following year. So this coming year, we have, we'll have another, you know, during October budget season, we'll have another phase, which is basically the last phase. So this won't be a turning key until next year anyway. So the idea is once we get the building, once we get the pumps, all

the heavy component of this project, then tying things in should be pretty simple. But that will be July of 2024 we'll have that locked in and we'll see where it goes.

Selectman Guessferd made a motion, seconded by Selectman Morin to award the contract for design and construction services for the Marsh Road Pump Station to R.H. 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 Fiscal Year 24. Recommended by the Town Engineer and the Finance Director. Carried 4-0.

C. Contract Award - Lowell Road CMAQ Project - Construction Services

Town Engineer, Elvis Dhima was again recognized by the Chairman. He then said Thank you, Madam Chair. This is related to Lowell Road widening project we started in 2018. There was a warrant article put together and this is an 80/20 match. This was basically part of the ten-year plan and was put into it. We went out, got a warrant article out we got about 68% votes in favor of this project. And here we are five years later, finally breaking ground or trying to. It's been a long process, longer than I expected. Was supposed to take two years and with Covid and everything else, it took about five. So long story short, we got everything ready. We went out, we got one bid, as you can see, Continental Paving local, very capable company. Our estimate was just over one million and there's came at 1.35. We went back, did a good breakdown. And what it came down to is mostly driven by labor and the fact that this is a Davis-Bacon project, which means that the rates are a little bit higher, much higher in some cases than regular. Just to give you an example, the paving labor that will be raking the asphalt will be making a minimum of \$57 an hour. So don't be surprised if Mr. Malizia and I are out there, you know, working in the summer. Selectman Guessferd asked how much? To which Mr. Dhima replied, \$57 an hour for certain tasks. That's how Davis-Bacon. finally, we'll be making the big bucks.

Mr. Dhima went on to say, long story, short, long story short, we went back. There was some back and forth with the state. And what they find out is some of the projects they have up north, they don't even get in a bid at all. And I think basically the discussion was there would not be any different if we go out again and I think Continental can do it. They have a good reputation. They've done good work in town. I feel comfortable with them. So the state finally came around and they basically said, go ahead and get it done. So we're going to lock this in at the local level. If the Board is okay with that, we'll get the final green light from them and we'll get this thing locked in and go from there. So that's the first out of the three that we'll be discussing shortly. But with that said, I'll take any questions about this case.

Selectman Dumont was recognized and said the work that they're currently doing over there, that's separate from this, right? Mr. Dhima replied correct. That has to do with the bridge there. I believe they're doing either pavement or anything related to pavement maintenance of the bridge, which is the turnpike Selectman Dumont replied so most likely that's why they were interested in bidding on this project, do you think? Mr. Dhima replied no it's separate. We again, we went out, we got multiple people. Well, we got multiple people trying to reach in. I had to call them and just make sure that they showed up at the pre bid. And so, you know, with the other ones, they just end up basically it's local. It doesn't get any closer than this. Selectman Dumont replied it's good for them. Mr. Dhima then said something that I've been trying to keep certain people like even Brox in the queue for this and they came in I thought the I thought the proposal was very good. Some of the numbers were slightly higher than we expected. But things are changing by the day. So I'm not going to sit there and worry about it.

Selectman Dumont then asked why didn't Brox have any interest in it? Did they say? Mr. Dhima replied I have no idea. I can tell you a lot of, you know, like, why didn't Pike, why didn't all these other companies, why are they not bidding at all on other projects up in Concord, for example, like there's multiple DOT projects out there that didn't even touch, so. It's, it's just a different world out there. Some of these guys are just probably going to get right into the aggregates, just paving and making stone and not even get into these jobs. This particular one's got a lot of moving pieces. It's got the traffic, it's got the pavement, which is

their bread and butter. But the pavement markings, signs dealing with DOT paperwork, certified payroll related to who makes what. That's not easy to deal with either. It takes a lot of effort. Selectman Dumont said oh, no, they do a very good job. I was just curious. I figured Brox it's even closer. Mr. Dhima replied they're more into paving. This is paving and traffic and other things. But we did and it's a free market, open market. Everyone can go in and out. But I'm not going to twist anyone's arm to come in and give me whatever number, you know what I mean? Or we could (laughter), I think that's what it's coming down to. I think it's either yeah, it's, it's, yeah, it's just I'm just trying to get adjusted to how we move forward and how we still get things done with what we have for our budget. But this one, the state was okay with it. We're ready to move forward and I just want to put it behind me because it's been five years. I still can't get over that. I was talking to the state and they're like this projects in the books for ten years, Elvis! I was like, it's supposed to be done in five, you know? They're like nah. Some of them haven't. This was at the same time that Pelham started this two projects about roundabouts over there. And yeah, they haven't even finished the design yet. They're still like looking about. Selectman Dumont replied we talked about this at the CIP. That was in 2017. Mr. Dhima replied yeah, but we're like, ready to break ground. They're just thinking about, you know, archeology and all that, and it's like, Oh, my God. But yeah, yeah. Very painful. It is what it is. Seeing no further discussion Selectman Morin made a motion, seconded by Selectman Guessferd 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. Carried 4-0.

D. Contract Award - Lowell Road CMAQ Project - Construction Oversight

Chairman McGrath again recognized Town Engineer, Elvis Dhima. Mr. Dhima then said, thank you. I just want to make a quick correction contract award to Fuss & O'Neill. Actually, that's my bad. So this is for Fuss & O'Neill. Mr. Dhima then said part of the federal projects is they need oversight of the construction. So to do that, we go through qualification by selection. We went out, asked for resumes and portfolio of the companies that might be doing this. There was three of them that really stood out. Fuss & O'Neill, CMA and John Turner. We did the interviews. There was a committee set up. Fuss & O'Neill scored the highest. We submitted the findings to DOT. They gave us the green light to start work and the scope of working fee. We negotiated the scope of working fee. We give them an estimate. They give us an estimate. It's called the Independent Government Estimate. Then we split that in half somehow and then basically that's the number we work with. That number was \$74,113.72. And what this does is it has a third party separate than the designer and the contractor that makes sure that everything is done to plans. And these services are going to be provided. And that's it in a nutshell. This is a 70/20 match. So I mean, I'm sorry, 80/20 match. So 80% will be reimbursed by the state once we're done. So we pay upfront the \$74,000 and they reimburse us 80% of it. If everything is done right and we follow the process which we have done so far and that's about it. I'll take any questions you might have. Seeing no questions or comments from the Board, Selectman Morin made a motion, seconded by Selectman Dumont 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. Carried 4-0.

E. Contract Award - Lowell Road CMAQ Project - Design Services

Mr. Dima began by saying, thank you Madam Chair. So, VHB was the designer. What has changed from the last project that we did to this one is that the state now requires that the engineering on record, that did the design, needs to stay on during construction. So if there's any changes that are made during the construction, the Town, the contractor or the engineering firm that's overseeing the construction cannot make the change. It has to be the design engineer on record. That's VHB. Again, we went through the Independent Government Estimate. They gave us an estimate. I give them an estimate. We end up going together, negotiating somewhere in the middle, give it to the state, basically saying we agree to this,

they were not happy. I wasn't happy, but it was somewhere in the middle. And with that said, that amount for basically to be providing services including the as well during construction is \$37,886. The \$235,000 is the total amount that VHB has been spending between design permitting, environmental permits and everything else. So why did this project cost a lot of money? Because the design and the construction, I mean the design of this project is about a quarter of a million on itself to begin with. With that said, I'll take any questions you might have. This is an 80/20, by the way, as well. We get reimbursed 80%. Seeing no questions from the Board, Selectman Guessferd made a motion, seconded by Selectman Dumont 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. Carried 4-0.

F. South Water Tank Discussion

Town Engineer, Elvis Dhima, was again recognized and said This particular one, unlike the other items are about creating revenue instead of spending. We've had a lot of these inquiries in the past. This is related to the South Tank and different utilities have come in front of us and started discussion about what they can provide for us if they utilize the site. This particular one kind of went to the next level. It's real and it's basically a representative from Verizon Company that would like to utilize the South Tank or portion of the South Tank area for a period of 25 years and will generate about \$29,000 a year with a 2% increase annually. And it will require an antenna about nine feet above the existing top of the tank, and it will require a ground lease of about 10'x20'. It's about 12' by 20'. The overall value of the of the of the contract over 25 years is just over \$900,000. If we decide to move forward, Mr. Malizia and I have been going back and forth. We are at the point that we need the Board approval to move forward with this. If you want to set up a contract which will still be subject to final Board of Selectmen approval, but there's an opportunity here for the Town to create some revenue here if the Board wishes to move forward with this. The details of the contract will have to be discussed obviously at some point have to be reviewed, but we don't want to go too far until we got the Board's feeling on if you want to move forward or not. But the antenna is only about nine feet above the existing tank, so it's not like sticking out 120ft or whatever. None of that. And that's about that. It will have to be subject to engineering review. Obviously, we want to make sure nothing is compromising it, but that's the idea. I'll take any questions you might have.

Selectman Morin was recognized and asked just like any other we have in other places already, right? Mr. Dhima replied we have one antenna right now that's not being utilized on the South Tank. We do not have anything. This will be the first one. But to your point, there's other utilities, other municipalities that do the same thing that we're about to do. If we decide to do it that way, they will put in infrastructure on top of their tanks. And this is like more like a booster. That's my understanding. But we'll be for a period of 25 years, they'll have their own utilities. They're obviously separate than ours, but they will need their own building. Even though we have a building there, they want to utilize their own building, their own electricity, their own communications, all that stuff. It will not be in the way of what we're trying to do over there. Tank is going to be there for a long time. Obviously we need it, so might as well use the. Use it to create some revenue if we can. And that's that really in a nutshell. So I'm asking the Board if you guys would like to move forward or not with this one.

Selectman Dumont was recognized and said I know obviously it's probably not prepared now, but going forward, the contract details that you're talking about, there'd be a maintenance agreement, a liability, a hold harmless agreement, all of those things figured in there? Mr. Dhima replied, absolutely. Yeah. One of the things we have to look for is, you know, are they the only ones that are going to be utilizing it? What if we get someone else in there as far as access or, you know, like if we need to do anything, how much time we need to give them to remove it for us to get to it. You know, one of the things with the concrete tanks, they don't need to be painted like a steel tank, which, you know, you have to take it off. And that's the nuisance when it comes to a steel tank. This particular one is concrete. We don't expect to do anything out there anytime soon. If anything, we do internal maintenance. So as long as we have access to the hatch on the top, that's all we need. We usually drop a robot or a diver in there and that's all it takes.

Selectman Dumont replied, I was more thinking about the maintenance to how they affix it to the tank. If there's any issues that arises from that liability or if any of their workers get hurt, things like that. Mr. Dhima replied, yeah, they'll be covered. They'll be covered on the agreement. Yes, they'll probably have their own. One nice thing about this particular site is that it was built in 2008, so it meets all the new safety standards. They have their own rails; they have their own hatch. So this this is not something that they'll be they'll be worried about getting access to it. Everything is like letters, like in a cage. So as you go up, you're completely surrounded by metal. Yeah, but yeah, those all have to be figured out and agreed on and reviewed by our legal team as well. So we'll make sure it's the same. And from the engineering standpoint, I want to make sure this thing is going to be flying out of there either and then all going right through the tank either. But it seems that they've done this in the past. I give them the shop drawings for the tank to make sure that their engineers have their own structural engineers on board. It's a professional outfit. This is not something, you know, fly by night. It's a good number. This was a negotiated number. This is not the numbers they gave us first. We got it as high as we could. And here it is, ready for prime time. So if the Board wants to move forward or not.

Chairman McGrath then said, I have just one. Electrically it's not gonna interfere with the pumps that we have there? Mr. Dhima replied not with our equipment, no.

Seeing no additional questions, Selectman Dumont made a motion, seconded by Selectman Morin to authorize the Town Administrator and the Town Engineer here to move forward with preparing the agreement between Verizon Company and the Town of Hudson. Carried 4-0.

G. Hudson Electric Aggregation Plan Update

Chairman McGrath recognized Craig Putnam of the Hudson Electric Aggregation Committee. Mr. Putnam began by saying so I'm here to give you an update on the activities of the Hudson Electric Aggregation Committee. I'm going to talk a little bit very quickly about the due diligence work that we're doing with the candidate partner service providers. Touch base on the workshop that's been planned for the fall and some other timeline considerations. And then what are the next steps. So just as a, as an update, the Committee, the HEAC, has heard presentations from the three candidate partner organizations, that's Colonial Power Group and Freedom Energy Logistics. We heard from them in March at a Sustainability Committee meeting. We heard from Standard Power and Good Energy at the April Sustainability Committee meeting. And most recently we heard from Community Power Coalition of New Hampshire at the May meeting. Each of the organizations was given a set of questions by the Committee to prepare answers in advance. And those presentation documents that the, that were used at the presentations are on the HCTV website along with the the recording of the meeting itself. And those all those links are available on the HEAC website itself.

At this point, Chairman McGrath said can I interrupt you just a moment? Because on your presentation it says the HEAC website. Did you mean HT? Mr. Putnam replied no, the links to the HGTV recordings are on the HEAC website along with the presentations themselves. Chairman McGrath replied, okay, just trying to keep you honest here.

Mr. Putnam went on to say, the Committee has, in addition, reached out to some local municipalities that have launched community power aggregations this spring. There's there are 12 that have launched so far that are associated with Community Power Coalition of New Hampshire or CPCNH. And there are several others that have launched independently of CPCNH. We've invited the folks from the Peterborough Electric Aggregation Committee to visit. They're going to join our meeting tomorrow night. We've extended an invitation to members of the Nashua EAC. They're tentatively going to be at our July 19th meeting and we're in the process of reaching out to some others as well. We're particularly trying to reach out to some of the communities that have not been associated with CPCNH. So we're going to look to try to get in touch with Keene, perhaps in Londonderry as well. Those are in the works.

So the Committee is working through the information that we received in those three presentations. We're trying to figure out how do we digest it all, because it's not exactly an apples and apples comparison. Two of these companies are for profit entities. One is not for profit and so on, and they're organized somewhat differently. And in parallel, we're also watching how the dozen or so communities that have gone live this spring, how they're activities have gone. So we have the advantage in not being first movers of being able to kind of sit back and see how the others are doing. And so far, everything is going reasonably smoothly for all of them.

We have, I believe the 3rd of October nailed down for a workshop with you folks. And our intent in that evening is to have to you a packet ahead of time, of course, with our recommendations for who we who the Committee believes the Town should partner with. So that's what we're working towards. That's our our self-imposed deadline. And and of course, the decision to go live at all and who to partner with is up to the Board of Selectmen. But we'll give you our recommendation and why what the justification is in meeting. So assuming that the Board does decide to stand up Hudson Community Power, there's some time. There's some complicated timeline considerations, one of which is that we need to inform the Public Utilities Commission and Eversource ahead of time that we're going to stand up Hudson Community Power and how far in advance that that notice needs to depend on when it is we want to go live. And so there's there's two different timelines. One is a 90-day notice period. The other is a 45-day. And it depends on if we wanted to go live in February or March. We need to give Eversource and the PUC 90 days' notice if we are intending to go live later. In the last four months of Eversource's spring purchase cycle, April through July, then we only need to give them 45 days' notice.

Mr. Putnam continued saying, so the reason that I bring that up is that forward market projections for future supply costs are indicating that it may, and I do stress may make financial sense to go live earlier than what we had been telling you in the past. So we were we were saying we were going to target the late spring of 2024 to go live. But there's an argument that says it may make financial sense to go ahead earlier. And so March or even of February, go live date could make sense. It's a little too early to say so for sure at this point, but it's trending in that direction. Obviously, there's a benefit if we can go live earlier, customers in Hudson will save money earlier. So that's clear. The consequence of going earlier is there's a tightened timeline and more work on the Committee. And just a just a shorter deadline for getting everything done. I think it is doable in March. A little tighter yet in February, but probably still doable. One of the actions that would be necessary in order to make an earlier launch, a February or March launch possible is to move up the submission of the electric aggregation plan to the PUC. This is something that has to happen regardless of when we launch. It has to happen regardless of who we partner with. So so it's a it's a box that has to be ticked. It's a question of when. So I'm working to get the document finalized as soon as possible and submitted to the PUC as soon as possible. The PUC will take the full 60 days it's allotted to it to come back with their decision. That's been their track record all along with all of the CPAs that have launched so far. They have 60 days to decide and they take every single day and everybody hears about it on the 60th day. So knowing that the sooner we can get that item out of the way, then it doesn't gate anything else for us. So that's underway at this point.

Mr. Putnam moved on in his presentation saying, so next steps is, as I mentioned before, we're going to move the aggregation plan along. Get that out of the way. There are other things that need to be done as part of the process as well. They all have timelines, but they're not quite as as dire as the 60 day or the PUC, the notification timeline that I mentioned earlier to Eversource. We've got to get customer data sets from Eversource. They've got a shorter turn time requirement on that. So that's not a big issue. We need to set up a website for Hudson Community Power and so on. There's a variety of things that need to be done and there are some things that need to be done that are required by statute, one of which is it's been called another well, it's an information session. Basically, there's a required information session that needs to be done during the 30 days ahead of the go live date, after the after the notification letters have gone out. And before you go live. It's in that time frame that you have to do an information session. So all of these are part of the launch sequence and related activities. And so we just need to start thinking about this. And I just wanted to give the Board of Selectmen a heads up that we might be looking to try to move up the timeline. And I'll keep you apprised as things, as things progress. That's it. Any questions/discussion?

Selectman Morin was recognized and said we're not going to meet till October 3rd at this point. And then I don't even know if we'll make a decision that night or not. Mr. Putnam replied, I'm not expecting one. Selectman Morin responded, that's, that's not an issue. But my question my question related to that is when does the PUC get this plan? Mr. Putnam replied well, we can give them the electric aggregation plan before the October 3rd meeting. There's not a requirement that that plan come after the decision. The plan needs to go in regardless of who we partner with. Selectman Morin replied, okay. That's all I have. Seeing no additional questions or comments for Mr. Putnam, the Board thanked him for his update.

H. Resignation of Firefighter/AEMT

Selectman Morin was recognized and said to save the Chief some time, due to the circumstances related to this next item, I'd like to move this into nonpublic so we can have a discussion looking at it and reading the circumstances related to this, I think we should talk about this in non-public. Item 8H - Resignation of Firefighter/AEMT was moved to nonpublic session this evening.

I. Request to Purchase Two Fire Administration Vehicles

Chairman McGrath recognized Fire Chief Scott Tice. Chief Tice explained, We're talking about the cars we have for next year's budget. We have two staff cars budgeted. Much like the PD with availability, prices, we'd like to go with two 2022 leftover Ford Explorers from McGovern Municipal HQ. We did look around. There's no other 2022's left that we could find. So 2023, whether you're looking at a Police Interceptor or we even looked at basic off the lot XLT because that would do for what we need it for. And they're both in the five, six, \$7000 more each. So financially going with the two 2022's is our best option. We also looked at trade ins and one of the things I told the Board when we were looking to do that, we were looking to move on from higher mileage, higher mileage vehicles while they still have some trade in value and before they got became a maintenance issue. The 2016 Ford Explorer should have a much better trade in value. But what they said is this time of year, they get so many Ford Explorers traded in that it doesn't have, they're actually offering a lower trade in on this. I think the trade in on the Ford Explorer was in the neighborhood of \$4,600. And in the 2009 Tahoe, they're offering \$5,000 for a trade in. So they're actually offering more money for an older vehicle with a lot more mileage or about the same amount of miles on it. So I don't, you know, it's better for my budget if we trade it in. But I don't know that the town is getting the best value for it if we trade it in. So I'm open to discussion on how the Board would like me to go with that if we just trade it in, it does help my budget. But, but you know, there might be some other options that are better for the town. You know, internally, we discussed, you know, keeping it if it's only worth that much. But we have we could make use of it, but limited use of it. I didn't know if another town department would be better to move it to another somebody else in town that could make use of this vehicle. Or if we just sold it outright or put it up for auction or some other option that would be more beneficial to the town as a whole.

Selectman Morin was recognized and said just to be clear we're talking your present car? Chief Tice replied yeah, that car. Selectman Morin then asked with the three other Tahoe's you have, you gonna have enough vehicles because those are getting very old? Chief Tice replied that's my concern and we've been talking about the other two well three Tahoe's. We have we have some issues going on with the spare Tahoe the shift commander spare Tahoe and then the Tahoe we were supposed to be keeping. That Deputy Paquette currently has a starting to have some rust issues and body issues. The mileage on it's not bad. It's in the neighborhood of 70-75,000 mileage, if I remember correctly. But the age of the vehicle is getting up there and it's starting to have some rust issues. The 2016 body wise seems to be good, but I'm just about 100,000 miles with that. Selectman Morin joked so we just carpool the two deputies and? Chairman McGrath replied they might object to that. Chief Tice said they'll get tired of each other pretty quick. We could use this vehicle as another spare vehicle because I foresee having increased mechanical issues coming down the road is my concern, having multiple vehicles out. But again, that's not what I told

the Board when I was here budgeting for them. I don't I don't want to do a flip flop. Selectman Morin then said my my only concern is like the engines when we go down an engine, we've got nothing to replace it. You've got to have cars for your two deputies. Chief Tice replied we've been very, we've really thinned out the fleet a lot almost to the point that we can get, we get caught with our pants down sometimes. So if the Board was okay with it, I know the mileage is getting high, which is one of the things I was trying to avoid, but if we could keep the car where the only less than \$5,000 for a trade in on this vehicle, to me it doesn't seem like it's a very good deal for the town.

Selectman Dumont was recognized and asked what's the mileage on the Tahoe? You said the '16 handle about 100,000. Chief Tice replied so the 2009 Tahoe that we plan to get rid of is almost 100,000. The 2011 Tahoe, that's about the 75,000 range. Selectman Dumont then asked the only two that you're talking about tonight is the '09 Tahoe and the '16 Explorer? Chief Tice replied yeah so, when we were here for budgeting, that's what we talked about. We were, you know, the '09 Tahoe is the oldest with that mileage on it. And then the Explorer is the '16, but it's got almost 100,000 miles on it. So that's what we talked about getting rid of in this round and going with two new Explorers.

Selectman Dumont then said you brought up a point. I'll ask Steve, is there another department that may get used? The Town Administrator replied well we're already taking a vehicle from Police. I thought we had talked to the Police Department about replacing the vehicle the Zoning vehicle. Selectman Dumont replied that's what I was thinking. The Town Administrator then said we talked to the Police about doing that. We'll pay them for their trade for one of their vehicles. I think that has lower mileage which is probably better for us in the longer run. Selectman Dumont then said, Okay. So that outside of that, with that hole being filled, no other use for it because it does seem like a low dollar amount for that. The Town Administrator replied they are low dollar amounts. You're probably better off keeping it as a spare because and if you need it to put it somewhere, you could. It's worth more for us to keep it or sell it. Not trade it. Selectman Dumont agreed saying, I don't think the trade in, in my opinion, is not a good a good move. Chief Tice replied, and I was surprised by that too. But they said they just they get so many explorers this time of year that to them it's just not. Not worth it. Selectman Dumont replied, I believe that.

Seeing no further questions, Selectman Morin made a motion, seconded by Selectman Guessferd 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 Explorer Explorers from McGovern Municipal headquarters. Carried 4-0.

Selectman Morin was then recognized and said I just I know you haven't looked into it, but I know in the past there's been discussion about sending these cars to auction and getting more money for them through an auction. And I know it'd go back into the general fund, but that's something we could talk any, Chief Tice replied yeah, I think whether we.... I don't know all the rules of selling it outright or going to auction, but I think, I think even going to auction that the Ford would get more money than what they were offering for a trade in based on some other vehicles that we got rid of in the condition of those. You know, this one, the body's not in bad condition. It's high mileage. But I got to imagine, I mean, the Kelley Blue Book is kind of what we were going by, and that trade in value is 10 to \$12,000. So I got to imagine that there's better value out there other than trading it in. Selectman Dumont replied I would agree. Because you can't go buy that car. If you were to look around, you can't buy that car for four grand. Selectman Morin agreed saying, that's why you can't. And that's something we had talked about that a while back. Actually, the police had brought that forward at one point to put the cars into auction versus trading them in. Chief Tice replied yeah, I mean, if we were getting a decent trade in for it, it would be one one thing. But I just I don't think that the town's getting the value that they deserve from that from that vehicle if we do that. Selectman Morin replied, okay. Thank you.

Selectman Dumont made a motion, seconded by Selectman Guessferd to accept the Fire Chief's recommendation to purchase two 2022 Ford Explorer explorers from McGovern municipal headquarters in the amount of \$74,391.60, and secure funding through Leasing Two on a five-year term at \$23,319.38 per year, with the first payment due on August 1st, 2023. Carried 4-0.

J. Police Detail Cruiser Rate Increase

Chairman McGrath recognized Police Chief, Tad Dionne and Police Captain, Dave Cayot. Chief Dionne began by saying So we come before you tonight to ask the Board if they would raise the rate of the cruiser, what we charge for a cruiser for police details from \$15.00 to \$20.00. We haven't raised the cruiser rate in well over ten years. As a matter of fact, according to Director Labrie is probably over 15 years. And looking at that, we searched over 75 departments, we got answers from 35. That would put us in line at \$20.00 per hour at a 4-hour minimum, that would put us more in line with where other agencies are looking at what they charge as well. And I'll take any questions on that. Chairman McGrath replied sounds reasonable to me. Anybody have any questions?

Selectman Morin then said we've already had this discussion. We did. The Town Administrator then said we talked about it when we talked about the warrant article that got forwarded to put money from the cruiser, from the details into help with the cruisers. Two things. This was last amended in 2004. So that's almost 19 years ago. And before you enact this, you have to have a public hearing. So the motion will be to send this to a public hearing at your next meeting, because any amendment to our fee and our town code requires a public hearing. So that's the motion you (Chairman McGrath) have on your sheet (script) right over here. Chairman McGrath replied okay, so now I have to find that. Okay, so a motion to send the proposed increase for the cruiser rate on police details from \$15 per hour to \$20 per hour at a four-hour minimum, to a public hearing on June 27th, 2023. Selectman Morin made this motion, and Selectman Guessferd seconded it. Carried 4-0.

K. Building Board of Appeals Proposed Application Fee

Chairman McGrath recognized Town Administrator, Steve Malizia who said so the Building Board of Appeals, I think held their first meeting in probably quite a long time. It was an organizational meeting in which they enacted, I believe, rules and procedure, an application form. And they also made a recommendation to the Board to enact an application fee. So if anybody comes in to apply, that would be an application fee, which then would allow advertising, make sure we get everything recorded and whatnot. And they're recommending a they recommended an application fee of \$200, which is somewhat in line with all the other fees we have right now. There is no fee if you choose to do this, it needs to go to a public hearing. That would be the next meeting. So basically, the Building Board of Appeals has had their meeting, they've elected their officers, they've organized, and they're recommending a \$200 application fee be enacted.

Chairman McGrath asked, Okay. So does anybody have any questions? Selectman Dumont was recognized and asked so that is the first fee you noted, so what would be included? You said recorded? The Town Administrator replied so basically it'd be their advertising and more likely if they need to have somebody record like minutes or whatever. Selectman Dumont replied oh recording of minutes. Okay. I was thinking of a plan or something along those lines, or document. Okay. The Town Administrator replied it's pretty typical. When you get a zoning appeal, there's a fee because you advertise and. Selectman Dumont replied no, that makes sense. Just when I heard recording, I was thinking of recording a document. Chairman McGrath replied you were thinking of a deed. To which Selectman Dumont replied a deed, or an agreement or something along those lines, because normally that's obviously separate. Seeing no further questions, Selectman Morin made a motion, seconded by Selectman Dumont to send the proposed application fee for the Building Board of Appeals to a public hearing on June 27, 2023. Carried 4-0.

L. Earned Time Conversion

Chairman McGrath again recognized the Town Administrator who said I'm coming to the Board with a proposal to consider changing the current vacation, sick, personal time that the non-union employees receive, to an earned time system. I'm not sure if everybody's aware, but there are five labor groups in town. All of the labor groups, unions have earned time. So basically about 185 employees are covered by earned time, approximately, I think it's about 15 or so, employees are covered by the old vacation, sick and I'll call it personal time. One of the things that happens when folks get promoted through the ranks, and it's happened with the Public Works Director, the Fire Chief, the Finance Director, the Police Chief, they come up through the earned time system, they get promoted and they go to a different system of time, which it's not exactly equal. So what happens is their earned time that they might have earned previously gets frozen, only to be paid out some time later. What I'm recommending is we have one system for everybody. We're keeping, we're keeping these different systems in our payroll. I think that's getting to be not a burden, but it is certainly work for the for the payroll person, the payroll group.

The Town Administrator then said I also think it's a retaining and maybe recruitment tool. If we look at our folks coming through the system, that is a different benefit that people are getting and the earned time is perceived to be a better benefit. So I'm putting that proposal out there. It's in our personnel policies and I'd like the Board's consideration for that. So if you have questions, I can answer them. I've prepared or looked at all the policies that this touches because vacation/sick is worded throughout some of the leave policies like jury duty, bereavement time, sick time, vacation time. So I prepared a new policy for earned for earned time that mirrors the Supervisor's Unit because the majority of these people, these are your department heads. They've come up through the supervisor's ranks. So I've mirrored that. So again, I'm requesting the Board's consideration. I just I think it's time we run these systems now for many, many years and I'm seeing all these people come up through the system, getting promoted internally, and they're going from one system to another. They're getting time frozen. They're getting a new accrual over here. It just seems to make sense to have one system. Chairman McGrath added, and not only that, but it's you don't have to have two different accounting systems either, right? The Town Administrator replied, you're keeping track of it and payroll separately for sure.

Selectman Morin was recognized and asked is there anybody that's going to meet the accrual rate and we're going to have to pay? The Town Administrator replied at some point in time, on their anniversary, they will probably be some folks. Selectman Morin replied, okay, I just I just want that out there, that's all. The Town Administrator then said, yeah so on employees' anniversaries, if they go above the maximum accrual, there's a payout. I think some folks are close, but what I'm proposing is you take the vacation time, you put it one for one, you take the sick time, you put it in half because half of your sick time doesn't get paid when you leave. What I am proposing is that other half put it in the sick pool, which then gives employees a benefit. If for some reason they get sick, they can never cash it out. But it is an insurance policy for employees if they should become disabled on the job. I think it's an equitable way to convert the time. Again, I'm just trying to look at what's equitable and what seems to make sense. We've been we've been accounting for this two different systems for years and it's really come home when most of our department heads have been promoted up through the ranks. And I'm assuming future future folks will be possibly through the ranks. It just seems like an appropriate time to do it. I have 185 people over here. I have all 15 people over here. It just makes sense.

Chairman McGrath then said I have a question for you. Have you talked to any of the people that are going to be affected by this? The Town Administrator replied, I notified the people that are going to be affected. I spoke with the Finance Director, walked through the calculation, and I believe I've touched the departments. Chairman McGrath asked, and any any pushback on? The Town Administrator responded, I think everybody is in favor of it. Selectman Morin jokingly said I'm actually expecting a hear a cheer from the other room if we approve this. So I wouldn't worry about it. Chairman McGrath added, and maybe in the back of this room as well. The Town Administrator then said, again, when you're doing payroll, you've got to calculate who's getting what and who's doing what. And there's different rules. And again, it just doesn't seem to make sense at this point in time, particularly because the majority of your department heads have

been in one system for their whole working career. Now, at the end, they're going to this other system, but they keep the time frozen over here. It just doesn't make a lot of sense.

Selectman Guessferd was recognized and asked, does it have any monetary effect on our budgets at all? To which the Town Administrator replied, not any more than it does now, no. The only thing that might affect is people can, as you're well aware, departments have, department heads have come in and request their buyout of their vacation time. Now they'll just be, they won't even come in. They won't have to come in. The policy allows them to do it. And yeah, they either reach a certain point or they can do it June and December like all the other employees, which is pretty standard through the town, so.

Chairman McGrath then said, I was always happy with the vacation time accumulated for me and any time off that you and I'd save it if I didn't need to use it. Because at some point you may have to. Selectman Guessferd replied so that system you're talking about BAE? Chairman McGrath replied yeah. Selectman Guessferd responded, they went over to earned time as well. To which Chairman McGrath replied oh, really? Did they go to every other Friday off or did they change that too? Selectman Guessferd replied it's still, it's still in place. There's some people that that particular system for some of us have been around for a long time it wasn't real great for us. Chairman McGrath replied oh, I loved it. Selectman Guessferd replied well, the earned time. The old time. the old one. Actually if you had 20 years like I've got 20 plus years, it was more. It was more if you stayed, you had more time. If you stayed on the old system with your five weeks of vacation or whatever it is, and the sick time. Now the total is kind of less than than the new amount is less than the total of both of those. When you're senior, you know, when you're coming in as a as a younger employee, it's a good deal. Chairman McGrath then said, when I when I left, I was there just under 23 years, just, just under. I had enough vacation time that and every other Friday off. It was like I was in heaven. Selectman Guessferd replied, it's still it's still pretty good, though. I never have a problem with vacation time, or earned time now.

Chairman McGrath then said and I'm okay with this proposal. Anybody else have any comments or questions? If not, all...The Town Administrator interjected saying, the policies that it affects are here in your packet. So anybody needs to look. But I basically went through any place that said vacation time, sick time, I amended to say earned time and again it's mirrored on the supervisor's group, which is where the majority of the employees have been promoted through. So just to be equitable with that group, based on your, based on your policies, I believe you want to send us to a second reading. It's got introduced, it got discussed. It's a personnel policy. But just in the spirit of giving every policy a second reading, that would be at the next meeting. Selectman Morin made a motion, seconded by Selectman Guessferd to send the proposed personnel policy changes to convert all employees to an earned time system to a second reading on June 27th, 2023. Carried 4-0.

The Town Administrator then said, at the next meeting when we discuss it, if you do pass it, I'd like to make it effective July 1st. That way we head into the fiscal year and we're all, we're all one system. Selectman Morin jokingly added, I'm going to vote for 2024, July 1st.

M. Application for Payment from Capital Reserve Funds

The Town Administrator was recognized by the Chair and said, we have a request for application for payment from Capital Reserve funds. We have we're looking for reimbursement for to sewer capital reserve fund disbursements. One is in the amount of \$216,829.92. That's from the Nashua Wastewater Capital Reserve Fund. We are part owners of that. We get a bill from the City of Nashua. It gets reviewed by our folks here. It's been approved for payment. We get that reimbursed from the Wastewater Capital Reserve fund that's been established. I think it has \$8 Million in it. We also have a request from the Sewer Pump Repair Capital Reserve Fund in the amount of \$15,292.38. Again, that's come through the system. That's for repairs to one of the pump stations. And I believe that reserve fund has a balance. And I think these things, at the end of it make \$132,882 and that was specifically set up for pump repair. So they don't hit the main budget. The Trustees have just asked we have a trail that that the

Board actually voted to do this. So that's why this is in front of you. It's pretty routine. So if there's any questions, but the expenses are all here. Seeing no questions from the Board, Selectman Guessferd made a motion, seconded by Selectman Morin 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. Carried 4-0.

N. May 2023 Revenues & Expenditures

The Town Administrator explained revenues and expenditures through May. Obviously it's a default budget year; we're 92% complete through the year. So, you know, so it looks like it is what it is. DPW is probably the closest. So keep an eye on them. I've spoken to the Director - don't spend any money on non-essential things. But, you know, obviously we have to keep the fleet going. They had to do whatever they did in the winter. Bottom line, I think we'll be okay. But I just talked to him about that. Everything else is encumbered. We'll take a look at some of the encumbrances. Some of them will probably go away. So that will help us. But, you know, we're coming in, coming in tight. We expected to, but it is what it is when you have a default budget. Conversely, revenues still are doing great. Automobiles are probably going to be about 600K over budget because we're 100K right now. So another month, 500 at 105 hundred, 600K, we can't spend it, but it goes to our unexpended fund balance, our surplus. So that's great and interest is fantastic. We're going to be about 150K above. We're seeing about 40K a month. I think kudos to our Finance Director and our Treasurer. They're working to get that money invested and it looks like that's paying off. So that's good stuff. That's good. Very positive.

9. Board Liaison Reports/Other Remarks by Selectmen

Selectman Dumont: I have nothing currently. No comments.

Selectman Guessferd: You've already heard from the Sustainability Committee tonight. They're moving forward. They're working very diligently on on the aggregation project and the plan. And the biggest key for us, I think, is just making sure that we're we're being fair across the board in evaluating the three, the three providers. And that's what we're doing right now. So tomorrow night, they're going to be talking to a couple of the towns, at least one town tomorrow night. That's already started, as we saw earlier. So we're getting the advantage of being able to kind of learn from from their ups and downs in getting this going. So that's that's going well.

Rec we have summer of registration still ongoing. There's about 330 kids registered and the staff, they have a they have a counseling staff that's pretty much locked in, hired, ready to go. So that'll be good. Senior citizen program is continuing along. Well, there was a cookout today, a luau. And they're going to be hosting a Father's Day breakfast next Tuesday. So they're looking forward to that. And there was actually two scholarships that they were from the monies that they brought in through the various fundraising that that they're doing. They're going to be increasing. They increased the scholarships to to \$1,500 scholarships this year. So Heather or Hilary Weston and Michael Nesmith from the high school are the 2023 recipients of the annual recreation scholarship. They had to have used the the Rec program, you know, in their younger years. So so that's that's great news they're able to do that.

Planning Board- we have a meeting tomorrow night. We have a few projects to review. I just want to be clear because they told me at the last meeting because at one point we were hoping to have the master plan completed by the end of June. It's probably going to slip out a couple more months. And but, you know, we've been through a few of the chapters and we've got a couple of meaty ones coming up. So that process is still ongoing, and I want to make sure that everybody knows that that's it is progressing forward and we are going to get that in place, the master plan in place as soon as we can. Chairman McGrath said so by the fall, fall time? Selectman Guessferd replied most likely by the fall. Chairman McGrath replied yes, let's aim for that time. And then if something happens, end of the year is the latest. Selectman Guessferd replied yeah. And the thing is, you know, even if it's not, I'll say perfect, I mean, it's been updated with all

the things that have been happening since 2005. So and again, we want to emphasize this is a living document. So if something changes, you know, we would go in and update that chapter, you know, so we don't want to I think I've said this before, we don't want to just take this master plan and throw it in the drawer and forget about it for another five years. So that's so that's the focus is to get these chapters done, you know, to be to do them well, but let's get them done and move forward so then we can kind of focus in on where we want to go as a town. And that's all I got.

Selectman Morin: I had a Budget Committee meeting and I brought forward that we had agreed, as this Board agreed for a meeting at our August workshop, to have that joint meeting with the Budget Committee. And the Budget Committee did not take a vote on it, but it wasn't accepted. And they asked for me to bring it back tonight to see if there would be any change. And it was September, they wanted to have the joint meeting. Ms. Whiting added it was two dates, two Saturdays. But they were both in September. Selectman Morin continued saying, and then it got changed to a Saturday meeting instead of a, you know, a workshop meeting. Before I go any further, we talk about it. The School Board had their meeting on the same discussion we're going to have. So I'd like to have Gretchen just talk about that because they've already discussed it.

School Board member Gretchen Whiting addressed the Board of Selectmen saying, so we did last night at the School Board meeting. I did bring it back up as similar as Dave is doing and the thought process from the School Board is still that a joint workshop with the Budget Committee wouldn't necessarily be fruitful. Too many people, not enough, not enough understanding as to what's going to be discussed. The School Board is asking the Budget Committee to prepare an agenda to understand what would be discussed. To know that we should have a single workshop or a town workshop and school workshop. I can tell you that the motion that was brought forward back in, I think it was April, when I when I have explained what the School Board has been asking for is that agenda. What is brought forward is what was stated in the motion, which is "the purpose of the workshop is to review and fully understand all the policies, regulation laws Et cetera at the at the local, the state and the federal levels related to the collection and expenditure of all funds as related to the Town of Hudson and the Hudson School District." I did reiterate at that meeting in this past week at the Budget Committee that those policies, those regulations and those laws at the local, at the state and at the federal level are different between the town and the school. There are a few that might overlap, but how the school functions and how we expend things is different than what the town, how the town functions and how the town expends. So my expectations are when we have the next Budget Committee meeting, and I will also be emailing Mr. Cole as well. He was assigned as the individual to set up these meetings by the Chair, but I will be emailing him but also discussing at the next Budget Committee meeting that the School Board has asked again what the agenda will be to understand who needs to be there. Do we need the lawyers there? Do I need all of the administrators there? Who needs to be in attendance? And that's what the School Board is asking for first, is what that agenda would be.

Selectman Morin then said, and go along with Gretchen I'll give you an example of a question that was asked the other night. The \$6 million that we have that the state requires us to have case of emergency, things of that nature, the question was asked can the school spend that? That seems to be where they're going with this. So so what Gretchen said, who do we need at the meeting? My personal opinion, if that's what we're talking about, we need the attorney and us. The employee should have no.... that there's no need for them to be there. That will be, that's my opinion. I agree with Gretchen. We're totally two separate bodies. We do things differently. I don't see a joint meeting...Selectman Guessferd said being fruitful. To which Selectman Morin replied, I really don't. I mean, they can have their meeting and ask the same questions they're going to ask in a joint meeting, separately and just focus on one Board at a time instead of just going back and forth because you're going to get the information confused and it's going to. Selectman Guessferd added it'll be more efficient. It'll be much more efficient, it seems. Selectman Morin replied right. We can just focus on this Board and this is how the town does it and they can focus on the School Board and this is how the school does it. That's my opinion. But again, just for us to keep working with them, they asked us to bring it back one more time. And does this Board want to stick with the August workshop meeting as we had planned, or do you want to move it to a Saturday? What would you like to do? Selectman Dumont asked, is there an issue sticking with it as planned? Selectman Morin replied, I'm sorry, what? Selectman Dumont reiterated, is there any issue or what would be the reason to change it?

Selectman Morin replied, they want us both together at the same time. Selectman Dumont replied I think we're all in agreement. I think that that's probably not the best idea. Selectman Guessferd added so the Saturday meeting would be together with the School Board? Selectman Morin replied right. And that's why they wanted it on a Saturday and then they wanted it, we were talking about the Community Center to hold it, too, actually, yes. Selectman Dumont responded, I would figure to stick with what we already planned for, but that's my opinion, I think, I think you get more out of it and you're not going to be confusing everything. Selectman Morin then said yeah, you know, the rules and regulations and what we have to do, the attorneys going to answer most of that or Steve, because we're not going to be able to per se, we have to understand when the time comes. But to give them the correct answers that they're looking for, those are the people that are going to have to be there. So there's no question. You know, because I may say something out of turn, not on purpose and you know where that's going to go, you know what I'm saying? Selectman Guessferd added, subject matter experts, you know, we need them there.

Chairman McGrath then said and I mean it's trying to get two boards together that we have no, I mean we have opinions I think from the school, from my point of view, you might think about it in relation to your tax bill or something else, but we can't tell you how to spend your budget any more than you can tell us how to spend our budget. So it's I think it's just it's opening a door that... it's just, it's trying to start trouble where trouble doesn't exist. That's, I mean, that's my opinion. I think that, you know, it would be different if we had if we had control over the school budget and the school had control over the town's budget, then we could probably talk about trying to bring things together and do things differently. But we don't have that option. Yeah, I mean, we've talked about it in the past about like purchasing, purchasing paper and things like that. And I think that we do, I think we do that or we did. We were doing that at one point.

Ms. Whiting was recognized and said we did try a few years ago on having a Cost Savings Committee, taking a look at some of the different things that the town needs versus what the school needs. And at the point in time we looked at it, there were different contracts already in place. Trying to overlap. We do things in such quantities. Speaking of paper, we do it in mass quantities where you guys don't do it as much. But in order for us to try and do any cost savings, we had to get out of contracts and it didn't. It wasn't a cost savings in that manner. When we took a look at our electricity, we were already on a plan with other districts and you were already on a plan with other municipalities. So even with the electricity kind of plans, it didn't make sense. So we have tried that. We did take a look at that. We had quite a few meetings, but we weren't identifying anything that was like, Oh, this is going to save us money.

Selectman Morin then said and correct me if I'm wrong, Gretchen, I kind of went down the road that the chairman just went down and Mr. Cole corrected me. And that's when the, his motion came up again that it was the laws. You know, how we can spend things, how we can do that. Because that's what I always thought we were going to talk about the budget too. But he corrected that and said it was his motion to find out what we're allowed to do, what we're not allowed to do. And that's the example. Can the school spend some of that \$6 Million we have in place for an emergency type of thing? That's where he was going with this meeting. Chairman McGrath then said so if that's what he's doing, let me just if that's what he's looking for, then why don't we have the town attorney respond about what the town is able to do for the town's sake, have the school department talk to their attorney. And I mean, this is just I don't know that we I don't know that we could provide an adequate answer. Ms. Whiting added, so in the conversation that did come up and that was the example that was used and has been used quite often, I did explain the fact that the school's attorney has already talked with the town attorney and we've already explained that the town cannot use those funds, that that that is from attorney to attorney. And we said that. So I we can have the discussion again, but I don't know the answer but on that specific example,

Chairman McGrath then said I think the response that he'd like to get and I'm only assuming this, he'd like to get an get an answer that we're going to change attorneys, which of course, we're not. And that would then he'd want to cherry pick who the town got for an attorney and what the school got for an attorney. It's just it's we're going down a path here where there's not going to be a satisfactory answer on any on any level. I don't think as much as we'd like to have one. I don't I mean, am I wrong here? Selectman Morin replied, no, no. And I agree. And to the instance where the \$6 million, the school has their own fund for that for their emergencies. So we have two different funds. You know, whether he's trying to put it together in

one, I don't know, because he's never said that. And that's not what I'm saying. But I don't think a written, written answer is going to suffice. I think it's just going to I think if we're going to do this, we need to sit down with them. You know, we'll have the one meeting. Here you go. Here's our people that are going to answer your questions, you know, because we compromised. We're not going to have a joint meeting, but we're going to give you a workshop. We're not going to interfere with our meeting. We're not going to interfere with your meeting. We're compromising and having a meeting with you. We're just not going to do it together because we're two different bodies. Selectman Guessferd replied, it seems fair. That meeting that we have, you had mentioned before that it was going to be us and the attorney, but I would assume that we would also bring Steve and Lisa. Selectman Morin replied absolutely. Because I'm sure the questions are going to come up that we're not going to be able to answer. I absolutely. And if we give an answer it's gonna make it worse. Selectman Guessferd added picked apart.

Selectman Morin replied so stick with the August date and we'll take it from there. Selectman Morin replied and what I'll do is and Gretchen and myself had the discussion before the meeting is she made the point that there was never a vote by the whole Committee. So I will ask that we take a vote to see if and we'll take it from there. Okay?

Selectman Morin then said I got two more things. Actually. The Conservation Committee met on Monday night. They reviewed the trail maps that we have coming for all the town properties. So that's in progress. There were few changes, but they're working on it there. Also, just for people to know they're going to do a tree cutting up in the Rangers. They're out there already marking the trees. There is no date when the actual equipment's going to go in yet, but that will be coming just for people that live up there.

And the other thing and one last thing. We had a discussion about the Hills Library building at the last meeting, and I actually had talked to a couple organizations and I talked to the Historical Society and they brought it to a meeting. At first they weren't interested, but then they've since got a couple ideas. So they have requested to come in at our next meeting and explain what they would like to do with the building. Obviously, they can't afford to take care of it themselves, so it's going to have to probably be a compromise either with us or the library and what they're looking to do. My personal opinion is it fits more with the library, what they're planning to do, but I'll let them explain to it. But again, we got to see and I've already talked to Linda at the library, said they're going to be coming in. So if the library wants to come in and she said they would so they could hear it at the same time we did. So that will be on the next agenda. Okay. And that's all I have. Thank you.

Chairman McGrath: And I'm the last one, so I have nothing to report on any of the committee assignments that I have. However, I'd like to urge all of the selectmen, if you're not going to attend a meeting to at least advise the chairperson of that committee that you're not going to be able to make it. It's just as a matter of a courtesy, because I've heard that there's one particular committee that there was a lack of a quorum. They couldn't hold the meeting and they hadn't gotten any phone calls. So and I don't it wasn't, I don't think it was a selectman that neglected to advise them, but others did. So I'm putting that out there so that, you know, every committee, they deserve the courtesy of getting a phone call or an email, either one. If you don't want to talk to somebody, but you can send an email, you know, do that. But it's, you know, it's just the polite and nice thing to do. Selectman Guessferd added, yeah, it should be. I mean, I couldn't imagine if I couldn't go to a meeting not saying something, right? Chairman McGrath then said, so that's all that I have.

10. Remarks by Town Administrator

Chairman McGrath recognized Town Administrator Steve Malizia who said, I really don't have much just to wanted everybody to know that town offices are open next Monday, Juneteenth. But the Rodgers Library will be closed, so town office is open. Rodgers Library is closed next Monday for Juneteenth. And other than that, Happy Father's Day to all the dads out there.

11. Remarks by School Board

Chairman McGrath recognize School Board Member Gretchen Whiting. Ms. Whiting said, So I do have a couple of things on last week and this week are very busy at the school we've had, last week we had scholarship night. We were able to and with the Town Recreation and others around the area distribute \$120,000 to the scholars for scholarships out very large amount. It was a great night! The seniors held their prom. They, in coordination with the Fire, had a bonfire. There was also the graduation that occurred on Thursday night. Eighth grade also had their dance. I do know on Monday is the last day of school and eighth grade will have their step up day as well or step up day. But it's where they get recognized as the last day of middle school. So these this this week and last week were very, very busy within the district.

I also want to make a mention that at the Budget Committee I did propose to run as a pilot, a way of looking at the budget with the Budget Committee this year. And my hope through doing this was really to try and create more of a partnership with the Budget Committee in how they see the budget, how they ask the questions, and trying to somewhat consolidate the timing of everything so that there's more talk at Budget Committee meetings versus being scrambled until like the last two weeks before the deliberative. So my presentation to the Budget Committee, which was approved, was that on Saturday, October 14th, both the School Board and the Budget Committee would meet, I said in the morning, but based on soccer, it's going to have to be closer to the afternoon to have the SAU81 budget presented. At that point in time, it's going to be question and answer only. No motions by either the Budget Committee or the School Board. And what it will allow is everybody in the district to be able to present. The Budget Committee will hear everything at the same time we do, they'll hear our questions and we'll hear their questions at that following that that following Monday would be a normal Board meeting where we then go through our first review. We will have a few days to have digested what was presented to us if we needed additional meetings between October 23rd, November 6th, we would be able to do that with the school. We would then present it the changes because the Budget Committee as of October would have the budget binders, so we would be presenting changes to the budget binders by their 1st November meeting, which I think they're changing from November 8th to November 7th. Ms. Whiting continued saying, but what will happen is, is it will allow again, more of a partnership for the Budget Committee to hear everything that the school is saying. And we'll hear the same questions. But again, at that first meeting, there's no motions happening at all. It's really just question and answer. The goal really is to try and make sure that everybody hears the same thing at the same time. One of the goals is to try and reduce the amount of times that, for example, the principals will have to come and discuss it, because right now they meet at least three times, sometimes four, in order to go over things, at least two full presentations. This will reduce it to one full presentation and then that way when we present the changes, the finance director, the superintendent would be able to explain those changes versus having another full presentation. So again, this year the board, the Budget Committee did approve it. This will be a pilot if it's successful. We'll see where it goes next year. But I wanted to just to inform you all that that's what I propose, just trying to make it a little easier on both sides. Selectman Morin added, we're not involved this year. I asked the question. They wanted to just go with the schools for this year. Ms. Whiting added, and that's why I said this is kind of like a pilot year. I don't want to use the word posse because it's technically, you know, it's kind of like in parallel. So I'm using the word pilot instead.

12. Nonpublic Session

Motion by Selectman Morin at 8:43 p.m., seconded by Selectman Guessferd to go into non-public session under RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. (b) The hiring of any person as a public employee. (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. A roll call vote was taken. Carried 4-0.

Nonpublic Session was entered at 8:43 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 10:02 p.m. Motions made after nonpublic session:

- 1.) Selectman Morin made a motion, seconded by Selectman Guessferd to seal the minutes of the June 13, 2023 nonpublic session. Carried 4-0.
- 2) Selectman Morin made a motion, seconded by Selectman Guessferd to hire Kimberly Brooks as Senior Accounting Clerk at \$23.38 per hour (step 3) of the Town of Hudson Support Staff AFSCME Local #1801 Union contract as recommended by the Finance Director. Carried 4-0.
- 3) Selectman Guessferd made a motion, seconded by Selectman Morin to promote Master Patrol Officer Matthew Flynn and Master Patrol Officer Andrew Valcourt to the position of Sergeant at \$40.76 per hour according to the Hudson Police Employee Association Contract (step 6). This elevation in rank would be effective on Sunday, June 18, 2023. Carried 4-0.
- 4) Selectman Guessferd made a motion, seconded by Selectman Dumont to appoint hire Benjamin Gradert for the position of Associate Planner at a starting salary of \$68,933 (step 1) per the Hudson Police, Fire and Town Supervisors Association contract. Carried 3-1, Chairman McGrath opposed.
- 5) Selectman Morin made a motion to adjourn at 10:07 p.m. This was seconded by Selectman Guessferd. Carried 4-0.

13. ADJOURNMENT

Motion to adjourn at 10:07 p.m. by Selectman Morin seconded by Selectman Guessferd. Carried 4-0.

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

Marilyn McGrath, Chairman

Dave Morin, Vice Chairman

ABSENT

Kara Roy, Selectman

Bob Guessferd, Selectman

Dillon Dumont, Selectman



TOWN OF HUDSON

Board of Selectmen



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

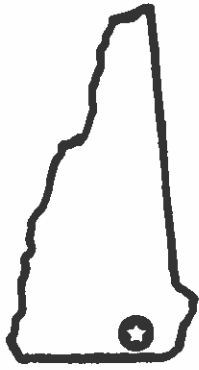
7B

June 23, 2023

To: Board of Selectmen

From: Selectman Morin

Members of the Hudson Historical Society will be present to discuss an idea for the Hills Memorial Library.



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

Agenda
6-27-23



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

7C

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: June 22, 2023

Re: Updating the Limits for Purchases, Contracts and Bids, under Town Code 98-5, 98-6 and 98-7

At their meeting on May 23, 2023 the Board of Selectmen discussed updating the dollar limits related to purchasing, contracts and the bidding process. Currently under Town Code section 98-5, 98-6 and 98-7, the limits for bids are set at \$10,000 and \$25,000. The recommendation currently in front of the Board would raise the limits to \$20,000 and \$50,000. As part of the discussion at the May 23, 2023 meeting, the Board wanted to have documentation for the requests for proposals/bids, so that it could available should it be requested. I have prepared an amendment to the Town Code, 98-7 B (3) (Attachment A) that requires all departments to submit a Request for Proposal/Bid Checklist (Attachment B) with each bid. I am requesting that the Board of Selectmen send these proposed amendments to Town Code Chapter 98, Purchasing and Contracts, to a public hearing on July 11, 2023. Should the Board vote to grant this request, the following motion is appropriate:

Motion: To schedule a public hearing at the July 11, 2023 Board of Selectmen meeting to amend Town Code Chapter 98, Purchasing and Contract, as recommended by the Finance Director.

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



TOWN OF HUDSON

Finance Department



8G

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

Algeria
5-21-23

RECEIVED

MAY 17 2023

TOWN OF HUDSON
SELECTMENS OFFICE

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Lisa Labrie, Finance Director *LL*

DATE: May 15, 2023

RE: Updating the Limits for Purchases, Contracts and Bids, under Town Code 98-5, 98-6 and 98-7

The dollar limits related to the purchasing, contracts and the bidding process were established in the early 1990's in the Town Code. Currently, the Town Code, under sections 98-5, 98-6 and 98-7, have the spending ceiling limits set at \$10,000 and \$25,000.

Based on available inflation data and the Consumer Price Index (CPI), the ceiling limits today would be as follows:

Value (2023) = Value (1993) x CIP (2023)/CIP (1993) = \$10,000 x 324.86/151.9 = \$21,386

Value (2023) = Value (1993) x CIP (2023)/CIP (1993) = \$25,000 x 324.86/151.9 = \$53,465

Our recommendation is to update the current numbers listed at \$10,000 and \$25,000 to \$20,000 and \$50,000 to reflect over 30 years of inflation. These changes will be more reflective of today's costs. In order to change Town Code Chapter 98, Purchasing and Contracts, a public hearing would be required.

Motion:

To schedule a public hearing at the June 13, 2023 Board of Selectmen meeting to amend Town Code Chapter 98, Purchasing and Contracts, as recommended by the Finance Director.

Town of Hudson, NH
Thursday, June 22, 2023

Chapter 98. Purchasing and Contracts

[HISTORY: Adopted by the Town Council of the Town of Hudson as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Costs for visits — See Ch. 141.

Article I. General Purchasing Regulations

[Adopted under Article 5.14 of the Charter of the Town of Hudson,^[1] continued by motion of the Board of Selectmen 7-1-1992; amended 2-23-1993; 3-3-1999; 10-28-2003 by the Board of Selectmen.]

[1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, repealed the Hudson Town Charter.*

§ 98-1. Policy stated.

It shall be the policy of the Town of Hudson, New Hampshire, as adopted by the Board of Selectmen that:

- A. The Administrative Code shall establish purchasing and contract procedures, including the assignment of all responsibilities for such purchases, to the Board or Selectman or its designee, or such purchasing agent as established by the legislative body, and the combination purchasing of similar articles by different departments.
- B. The Board of Selectman (BOS) shall establish from time to time dollar limits for purchases and contracts, which must be by competitive bid, and shall establish the bidding procedures. No competitive bids shall be required when purchasing through the State of New Hampshire bid prices.
- C. Requirements for bids may be waived in specific instances by a majority vote of the BOS in attendance at a duly advertised meeting. The BOS shall establish dollar amounts for purchases or contracts, beyond which no purchase shall be made or contracts entered into without the affirmative vote of a majority of the BOS in attendance at a duly advertised meeting. Once the BOS has voted to make a purchase or enter into a contract, the Chairman shall carry out the vote of the BOS and enter into such transaction on behalf of the Town.
- D. The purchase of, or the contract for the provision of, all materials, supplies, and contractual services utilized by any agency of the Town of Hudson shall be pursued in accordance with the provisions of this article and other such rules and regulations, as may be promulgated by the Finance Director with the approval of the Board of Selectmen.
- E. In no instance shall such rules and regulations promulgated by the Finance Director, with the approval of the BOS, contradict any provision of this article. The provisions of these rules do not apply to the acquisition or disposition of real property or improvements, nor does it apply to appurtenant structures valued over \$10,000.

§ 98-2. Purchasing agent.

The Finance Director of the Town shall serve as the Board of Selectmen's designee as Purchasing Agent.

§ 98-3. Powers and duties of the purchasing agent.

The Finance Director shall direct the operation of the Town's purchasing system as follows:

- A. With the approval of the BOS, the Finance Director shall establish, and amend when necessary, all rules and regulations allowed by this article and necessary to the effective operation of the purchasing system.
- B. The Finance Director shall approve and/or negotiate all purchases and contracts made by the Town. All such approvals or negotiations are subject to the review and/or approval of the BOS unless otherwise provided for in this article.
- C. The Finance Director shall prescribe and maintain such forms as he/she shall find reasonable and necessary to fulfill the purpose of this article.
- D. The Finance Director shall prepare and adopt a standard purchasing nomenclature for using agencies and suppliers.
- E. When deemed necessary or desirable, the Finance Director shall combine requirements of using agencies to effect delivery, unit cost or other procurement factors that are in the best interests of the Town.
- F. When deemed necessary or desirable, the Finance Director, with the approval of the BOS, shall have the authority to join with other units of government in cooperative purchasing plans to effect delivery, unit cost or other procurement factors that are in the best interests of the Town.
- G. With the approval of the BOS, the Finance Director shall implement the conditions and terms under which services, materials, and supplies may be acquired from federal, state, school, and other government agencies or associated organizations and to negotiate the prices of such purchases.
- H. The Finance Director shall maintain such stores of materials and supplies as he/she deems necessary to support the individual and/or aggregate requirements of the using agencies. The distribution of items from such stores shall be executed only upon the approval of the Finance Director according to rules and regulations promulgated by the Finance Director.
- I. With the approval of the BOS and in cooperation with using agencies, the Finance Director may declare any operating equipment, materials and supplies surplus. After reasonable public notice, the Finance Director, with the approval of the BOS, may dispose of any item declared to be surplus in a manner that encourages the most desirable financial arrangement for the Town and provides for equal opportunity for participation by the public.

§ 98-4. Conflict of interest.

Any purchase order or contract within the purview of this article in which the Finance Director, or any officer or employee of the Town, is financially interested directly or indirectly shall be void; except that, before the execution of a purchase order or contact, the BOS shall have the authority to waive compliance with this provision when it finds such action to be in the best interest of the Town.

§ 98-5. Selectmen action required for purchases and contracts

over ~~\$25,000~~. *50,000*

- A. A majority vote of the Board of Selectmen in attendance at a duly advertised meeting is required to approve any purchases or contracts of ~~\$25,000~~ or more. In support of the consideration of such action, the Finance Director must provide the following information:
- \$ 50,000*
- (1) The department or project budget to which the purchase or contract would be charged;
 - (2) Confirmation that the budget impact of the proposed purchase or contract does not give rise to the Town authorizing an appropriation not budgeted at the annual budget, unless voted by a majority of the BOS after a public hearing, conducted by the BOS, held to discuss an appropriation transfer, and/or that no money shall be drawn from the Treasury of the Town, nor shall any obligation for the expenditure of money be incurred except pursuant to a budget appropriation.
 - (3) Confirmation that advertising and competitive bidding procedures were followed as provided for in Subsection A(4) below.
 - (4) A recommendation for award of purchase or contract to the lowest bidder in accordance with the best interest of the Town.
- B. The BOS may reject any or all bids on the recommendation of the Finance Director or for other stated cause. Upon approval by the BOS for a purchase or contract of ~~\$25,000~~ or more, the Chairman is authorized to execute such contractual instruments as may be required to complete the transaction.

§ 98-6. Rules and regulations for purchases and contracts under ~~\$25,000~~. *50,000*

- A. For purchases and contracts less than ~~\$25,000~~, *50,000* the Finance Director shall establish rules and regulations that assure the following:
- (1) Competition;
 - (2) Equal opportunity as required by applicable federal, state, and Town laws;
 - (3) Contractual protection of the Town;
 - (4) Award of purchases and contracts to the lowest bidder in accordance with the best interest of the Town; and
 - (5) Compliance with the provisions of § 98-5A(2).
- B. Approval requirements. The Board of Selectmen shall from time to time establish the approval requirements for all purchases and contracts less than ~~\$25,000~~. *50,000*

§ 98-7. Bidding procedures.

For all planned purchases and contracts of goods and services estimated to total ~~\$10,000~~ *20,000* or more, the following shall be required.

- A. A description in the form of specifications, proposed scope of services, or other such documentation shall be developed that allows prospective bidders to make a responsive bid in accordance with the best interests of the Town. Such specifications, proposed scope of services or other such documentation shall be reviewed for compliance with all relevant Town policies

and procedures by the Finance Director, and by the Town Administrator for all purchases and contracts estimated to total ~~\$25,000~~ or more.

B. Solicitation of bids. Bids shall be solicited as follows:

(1) At least four qualified bidders shall receive direct solicitations in writing to bid on the basis of documentation as described in § 98-7A. If fewer than four qualified bidders are solicited to bid, the reasons shall be documented and placed in the files of the Town. Such solicitations shall be mailed at least 14 days prior to the bid opening date as described below.

(2) The Town's desire to receive bids shall be published in at least one general circulation news publication that serves the Nashua Standard Metropolitan Statistical Area. Such advertisement shall briefly describe the service, material, supply, or equipment to be purchased, the method of obtaining the complete description of the desired service, material, supply, or equipment, the form in which the bid is to be delivered to the Town, the time, date and location of receipt of the bid, and the time, date, and location for opening and announcement of bids. Such advertisement shall appear at least 14 calendar days before the planned date of receipt of bids.

(3) →

C. Determination of successful bidder. For any purchase or contact of ~~\$25,000~~ or more, the Finance Director shall submit a recommendation to the Board of Selectmen, as described in § 98-5, no more than 30 days after the opening and/or announcement of bids. For purchases of ~~\$10,000~~ but less than ~~\$25,000~~, the Finance Director shall submit a recommendation for approval by a majority of the BOS. ~~\$25,000~~

D. Disqualified bidders. The Town of Hudson BOS shall review and consider the past course of dealings that the municipality has had, if any, with a prospective bidder, respondent, contractor, or employee in evaluating a response to any Town solicitation for bids, proposals, work, or employment.

§ 98-8. Contracting authority.

- A. Subject to other provisions of this article and consistent with other applicable provisions of the laws of the state of New Hampshire and the Town of Hudson, the BOS is authorized to execute such contractual instruments as may be required to complete the purchase of any operating equipment, material, supply, service, or improvement to real property on behalf of all agencies of the Town of Hudson.
- B. The BOS may assign contracting authority, i.e., signature privilege, to the Chairman of the Planning Board for Land Use Fees called "Agency Fees," listed as 1260, 1270, and other land use fees that may be agreed to by the Planning Board and with the signature of the developer to pay for 100% of any improvement, without Town matching funds, connected with any Planning Board approved development. All purchases of goods and/or services must comply with all of the policies and regulations of the Town of Hudson and this Purchasing Policy. No expenditure of Agency Fee monies that would hold the Town of Hudson liable for reimbursement or matching funds, and therefore impact the tax rate for the Town of Hudson, may be made without the express authorization of the Hoard of Selectmen in compliance with this Purchasing Policy.
- C. Each land use board may accept and use gifts, grants, or contributions for the exercise of its functions, in accordance with the purchasing policy procedures established herein.

Article II. (Reserved)

- [1] *Editor's Note: Former Article II, American-Made Products Policy, adopted 2-13-1990 by Res. No. R90-5A, as amended, was deleted at the town's request with Supplement No. 9.*

§ 98-9. through § 98-12. (Reserved)

Article III. Sand, Gravel, Stone and Bituminous Products

[Adopted 4-23-1991 by Res. No. R91-26]

§ 98-10. Contract for purchases; procedure.

After the effective date of this article, all purchases of sand, gravel, stone and bituminous products shall be contracted for at the beginning of each year for a one-year period only via the sealed bid procedure known as a "purchase agreement," which shall be drafted by the Town Legal Officer. This article shall become effective 30 days after passage, as follows:

- A. Year No. 1 shall begin 30 days after passage and continue through June 30, 1992.
- B. Year No. 2 shall begin on July 1, 1992, and continue through June 30, 1993.
- C. All future years shall begin on July 1 and end on June 30 of the following year.
- D. At least five bidders shall be sent invitations for sealed bids. If fewer than three bids are received, a permanent record of that bid process shall be filed in the Administrative Office of Hudson, with a copy to each Selectman.^[1]

[1] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this subsection has been revised to change "Councillor" to "Selectman."*

- E. Sealed bid procedure shall follow all current and future rules of procurement now in force in the state statutes.
- F. All awards shall be made after review and approval of the Board of Selectmen, by resolution, duly adopted.^[2]

[2] *Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this subsection has been revised to change "Council" to "Board of Selectmen."*

§ 98-11. Exceptions.

Only in rare and unusual cases shall this article be violated (i.e., violent acts of nature, which would result in an immediate safety health hazard to residents).

§98-7. Bidding procedures.

B. Solicitation of Bids. Bids shall be solicited as follows:

(3) All departments shall complete the "Request for Proposal/Bid Checklist" which will be submitted and filed with the bid award package.



TOWN OF HUDSON

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6000 • Fax: 603-598-6481



Request for Proposal/Bid Checklist

Department: _____

Project Name: _____

Date: _____

Budget: _____

Was this Project Advertised: Yes No

Where: _____

Was it delivered to four vendors/contractors: Yes No

If No, reason why: _____

If Yes, list of vendors/contractors delivered to:

1.) _____

2.) _____

3.) _____

4.) _____

Selected Contractor / Vendor: _____

Award Amount: _____



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

Agenda
6-27-23



7D

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 14, 2023
Re: Personnel Policies - Earned Time Conversion 2nd Reading

At the June 13, 2023 Board of Selectmen meeting, I presented a proposal to amend the Town’s Personnel Policies by converting the traditional vacation and sick time to earned time. As I stated at the June 13th meeting, the Town is operating under two (2) different paid time off systems in payroll. 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 paid time off for all Town employees. I have attached a copy of the proposed Personnel Policies for the Board to review to put this change into place. I would also again 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 amend Personnel Policies VII B, VII C, VII D, VII E, VII H, VII I, VII J, VII K and to add VII L to convert all eligible Town employees to an earned time system effective July 1, 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



Section: Leave
Subject: Jury/Court Leave

Policy Number: VII B	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 11/10/1997	Review Frequency: As Needed

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.

Town of Hudson, NH
Policies and Procedures



Section: Leave
Subject: Personal Leave

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

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



Section: Leave
Subject: Continuance of Pay During Disability

Policy Number: VII E	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 06/06/2000	Review Frequency: As Needed

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



Section: Leave
Subject: Vacation Leave

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

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



Section: Leave
Subject: Sick Leave

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

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



Section: Leave
Subject: Education Leave

Policy Number: VII J	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 04/10/2001	Review Frequency: As Needed

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



Section: Leave
Subject: Other Unpaid Leave

Policy Number: VII K	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 04/10/2001	Review Frequency: As Needed

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



Section: Leave
Subject: Earned Time

Policy Number: VII L	Revision Number:
Approved By: Board of Selectmen	Revision Dates:
Origination Date: 07/01/23	Review Frequency: As Needed

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 1st or December 1st. 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

Agenda
6-27-23



8A

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 16, 2023

Re: Public Hearing – Proposed Increase Police Detail Cruiser Rate,
Chapter 205-8, M

At their meeting on June 13, 2023 the Board of Selectmen voted to hold a Public Hearing to discuss amending Town Code Chapter 205-8 Police Department Fees, Section M, Police cruiser present details, by changing the fee amount from \$15.00 per hour to \$20.00 per hour. After holding the public hearing, the Board of Selectmen may vote to amend the Town Code at the next regular meeting.

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



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

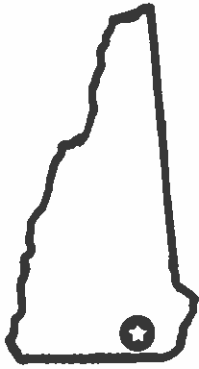
Town of Hudson, NH
Wednesday, June 7, 2023

Chapter 205. Fees

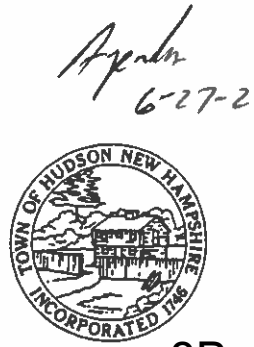
§ 205-8. Police Department fees.

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



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

8B

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: June 16, 2023

Re: Public Hearing – Proposed Application Fee Building Board of Appeals,
Chapter 205-18

At their meeting on June 13, 2023 the Board of Selectmen voted to hold a Public Hearing to discuss adding Town Code Chapter 205-18, Building Board of Appeals, by adopting the proposed fee in Section A. (1.) Application Fee: \$200.00 per application to cover the cost of publishing notice and recording the meeting. After holding the public hearing, the Board of Selectmen may vote to amend the Town Code at the next regular meeting.

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

Jeff Emanuelson, Chairman

Tim Malley, Vice-Chairman

Michael Lawlor, Secretary



TOWN OF HUDSON

Finance Department

12 SCHOOL ST. HUDSON, NEW HAMPSHIRE 03051 (603) 886-6000

Agenda
6-27-23



8C

To: Board of Selectmen
Steve Malizia, Town Administrator

From: Lisa Labrie, Finance Director

Date: June 22, 2023

Subject: Accrued Time Payouts

This memo is to provide a snapshot of the funds paid out in Fiscal Year 2023 for money expended that is not accounted for in the budget. There were fifty-three (53) accrued time payouts during December and June. We had eighteen (18) employees leave employment and fourteen (14) ET Max Payouts. This totals eighty - five (85) payouts for \$509,432.31 that has been booked into the salary and benefit accounts within each department.

I am requesting a withdrawal of up to \$500,000 from the "Employee Earned Time Capital Reserve Fund" which currently has a balance of \$904,955.16 (thru May). I am not anticipating a withdrawal this large, however we still have 2 payroll weeks to cover and a few weeks of Accounts Payable to close out the year.

The following motion would be appropriate should you grant this request:

Motion: To withdraw up to \$500,000 from the Employee Earned Time Capital Reserve Fund should it be necessary to cover Accrued Time payouts for FY23 as recommended by the Finance Director.

Town of Hudson, NH
FY23 Accrued Time Buyouts

Emp#	Depart. #	Employee	Month	Vest or Not		Hourly		Earnings	Pension	Taxes	TOTAL COST	Type	
				Vested	Hours	Rate							
1	226	5030	MELANSON, DONNA	JUN	V	80	27.3500	2,188.00	307.63	167.38	2,663.01	ET Buyout	2,663.01 Chris
2	224	5060	GAGNON, ROBERT	JUN	V	40	25.6000	1,024.00	143.97	78.34	1,246.31	Vac Buyout	
3	1114	5060	BEREZIN, REBECCA	MAY	NV	90.67	21.0000	1,904.09	-	145.66	2,049.75	Termination	
4	220	5060	BUCKMAN, KRISTEN	SEP	NV	82.58	22.4000	1,849.69	-	141.50	1,991.19	Termination	
5	597	5060	SWEENEY, CHRISTINA	JUN	NV	40	19.6300	785.20	-	60.07	845.27	Vac Buyout	6,132.52 Linda
6	950	5320	HEBERT, CHERYL	APR	NV	75.64	27.0900	2,048.98		156.75	2,205.72	Termination	2,205.72 Lisa
7	641	5330	GUARINO, VINCENT	MAY	NV	157	49.4090	7,757.21	-	593.43	8,350.64	ET Max	
8	1086	5330	BOSTEELS, DOUG	JUN	NV	80	45.2528	3,620.22	-	276.95	3,897.17	ET Buyout	12,247.81 John
9	788	5551	CHARTIER, CHERYL	DEC	NV	40	32.120	1,284.80		98.29	1,383.09	ET Buyout	
10	126	5551	FORRENCE, JESS	MAY	V	319.7	57.250	18,300.55	2,573.06	1,399.99	22,273.60	Termination	
11	139	5552	CIALEK, JOHN	DEC	NV	240	28.250	6,780.00		518.67	7,298.67	ET Buyout	
12	321	5552	DAIGLE, BRUCE	NOV	V	122.5	34.080	4,174.80		319.37	4,494.17	ET Max	
13	321	5552	DAIGLE, BRUCE	DEC	V	320	34.080	10,905.60	1,533.33	834.28	13,273.21	ET Buyout	
14	376	5552	DOWGOS, JOHN	DEC	V	120	23.940	2,872.80	403.92	219.77	3,496.48	ET Buyout	
15	245	5552	FAULKNER, JEREMY	MAR	NV	63.99	38.940	2,491.77		190.62	2,682.39	ET Max	
16	843	5552	CLARKE JR, DANIEL	SEP	NV	63.75	34.830	2,220.41		169.86	2,390.27	ET Max	
17	62	5552	HUSSEY, KEVIN	DEC	V	80	28.250	2,260.00	317.76	172.89	2,750.65	ET Buyout	
18	256	5552	TWARDOWSKY, JAY	DEC	V	80	51.589	4,127.15	580.28	315.73	5,023.16	ET Buyout	
19	1226	5553	COUROUTIS, ERIC	DEC	NV	40	25.870	1,034.80		79.16	1,113.96	ET Buyout	
20	52	5553	DIONNE, ERIC	DEC	V	80	38.940	3,115.20	438.00	238.31	3,791.51	ET Buyout	
21	842	5554	COSTA, MATTHEW	DEC	NV	120	33.090	2,382.48		182.26	2,564.74	ET Buyout	
22	1124	5554	LAVACCHIA, JAMES	DEC	NV	1.63	51.589	50.45		3.86	54.31	ET Max	
23	1137	5554	JACQUES, JIMMY	DEC	NV	40	23.940	574.56		43.95	618.51	ET Buyout	
24	999	5556	EDWARDS, JOSHUA	DEC	NV	40	35.470	1,418.80		108.54	1,527.34	ET Buyout	74,736.06 Jay
25	984	5581	BUTTRICK, BRUCE	JUN	V	120	47.5182	5,702.18	801.73	436.22	6,940.13	ET Buyout	
26	943	5585	DHIMA, ELVIS	OCT	NV	56.5	55.375	3,128.66		239.34	3,368.00	ET Max	
27	943	5585	DHIMA, ELVIS	DEC	NV	100	55.375	5,537.45		423.61	5,961.06	ET Buyout	
28	943	5585	DHIMA, ELVIS	JUN	NV	100	55.375	5,537.45	-	423.61	5,961.06	ET Buyout	22,230.26 Steve
29	46	5615	CLARKE SR, DANIEL	DEC	V	240	25.770	6,184.80	869.58	473.14	7,527.52	ET Buyout	
30	44	5620	ALLEN, ANGELA	DEC	V	40	31.600	1,264.00	177.72	96.70	1,538.41	ET Buyout	
31	146	5620	JEFFERSON, COLLEEN	DEC	NV	40	30.970	1,238.80		94.77	1,333.57	ET Buyout	
32	44	5620	ALLEN, ANGELA	JUN	V	40	31.6000	1,264.00	177.72	96.70	1,538.41	ET Buyout	
33	274	5620	DEPLOEY, BRIAN	DEC	V	51	31.6000	1,611.60		123.29	1,734.89	ET Max	
34	274	5620	DEPLOEY, BRIAN	JUN	V	80	31.6000	2,528.00	355.44	193.39	3,076.83	ET Buyout	

35	970	5630	BLAZON, MATTHEW	DEC	NV	120	40.362	4,843.44		70.23	4,913.67	ET Buyout
36	1034	5630	BIANCHI, DAVE	DEC	V	620	55.375	34,332.19	11,631.75	497.82	46,461.75	ET Buyout
37	284	5630	BRODERICK, PATRICK	DEC	NV	80	42.530	3,402.40		49.33	3,451.73	ET Buyout
38	241	5630	CAYOT, DAVE	DEC	NV	60	55.375	3,322.47		48.18	3,370.65	ET Buyout
39	906	5630	CLOUTIER, RONALD	DEC	NV	120	38.440	4,612.80		66.89	4,679.69	ET Buyout
40	85	5630	DAVIS, MICHAEL	DEC	V	200	50.651	10,130.20	3,432.11	146.89	13,709.20	ET Buyout
41	85	5630	DAVIS, MICHAEL	MAY	V	753.5	52.451	39,521.54	13,389.90	573.06	53,484.49	ET Max
42	478	5630	DOWNEY, JASON	AUG	NV	165	40.210	6,634.65		96.20	6,730.85	ET Max
43	972	5630	FLYNN, MATTHEW	AUG	NV	200.7	40.362	8,101.06		117.47	8,218.52	ET Max
44	1224	5630	LAFORTUNE, RAYMOND	DEC	NV	40	29.770	1,190.80		17.27	1,208.07	ET Buyout
45	709	5630	LLOYD, DEREK	OCT	NV	60.91	42.530	2,590.50		37.56	2,628.06	ET Max
46	654	5630	MCELHINNEY, STEVEN	DEC	NV	100	48.087	4,808.70		69.73	4,878.43	ET Buyout
47	72	5630	MEGOWEN, RACHELLE	DEC	V	40	40.210	1,608.40	544.93	23.32	2,176.65	ET Buyout
48	470	5630	CUMMINGS, ALLISON	NOV	V	461.4	40.210	18,552.07	6,285.44	269.01	25,106.52	Termination
49	910	5630	TOPPER, MATTHEW	DEC	NV	200	40.362	8,072.40		117.05	8,189.45	ET Buyout
50	949	5630	MORIN, TAYLOR	MAR	NV	30.46	38.440	1,171.05		16.98	1,188.03	Termination
51	1016	5630	VALCOURT, ANDREW	DEC	NV	40	40.362	1,614.48		23.41	1,637.89	ET Buyout
52	333	5630	RILEY, KEVIN	FEB	NV	67	46.800	3,135.60		45.47	3,181.07	ET Max
53	284	5630	BRODERICK, PATRICK	JUN	NV	80	45.2529	3,620.23	-	52.49	3,672.73	ET Buyout
54	241	5630	CAYOT, DAVE	JUN	NV	60	55.3745	3,322.47	-	48.18	3,370.65	ET Buyout
55	1155	5630	HORTON, MATTHEW	JUN	NV	200	32.3600	6,472.00	-	93.84	6,565.84	ET Buyout
56	1224	5630	LAFORTUNE, RAYMOND	JUN	NV	40	29.7700	1,190.80		17.27	1,208.07	ET Buyout
57	654	5630	MCELHINNEY, STEVEN	JUN	NV	70	50.6510	3,545.57	-	51.41	3,596.98	ET Buyout
58	621	5630	MCSTRAVICK, PATRICK	JUN	NV	300	50.6509	15,195.27	-	220.33	15,415.60	ET Buyout
59	1030	5630	NEFF, JERED	JUN	NV	80	40.2100	3,216.80		46.64	3,263.44	ET Buyout
60	146	5660	JEFFERSON, COLLEEN	JUN	NV	120	30.9700	3,716.40	-	284.30	4,000.70	ET Buyout
61	364	5660	KIRKWOOD, DEBRA	JAN	V	3.93	31.6000	124.19	17.46	9.50	151.15	Termination
62	1014	5673	CLOUTIER, JERI	DEC	NV	80	28.680	2,294.40		175.52	2,469.92	ET Buyout
63	867	5673	TESSIER, JOSEPH	JUL	NV	160	49.409	7,907.22		604.90	8,512.12	Termination
64	992	5673	HEWITT, LEIANE	SEP	NV	37.77	27.170	1,026.17		78.50	1,104.67	Termination
65	156	5673	CARNEY, TRACY	JUN	V	80	31.6000	2,528.00	355.44	193.39	3,076.83	ET Buyout
66	639	5710	BUXTON, ROBERT	SEP	V	416	61.4649	25,570.52	8,435.71	370.77	34,377.00	Termination
67	1136	5720	PATTI III, ANTHONY	AUG	NV	74.5	20.9400	1,560.03		119.34	1,679.37	Termination
68	1163	5720	BUSKEY, CODY	MAY	NV	24.11	20.9400	504.88		38.62	543.51	Termination
69	1290	5720	AVERY JR, DAVID	APR	NV	7.001	18.9800	132.88		10.17	143.04	Termination
70	705	5730	CRANE, BENJAMIN	DEC	NV	60	32.860	1,971.60		28.59	2,000.19	ET Buyout
71	781	5730	DELOS REYES, SARAH	DEC	NV	60	29.620	1,777.20		25.77	1,802.97	ET Buyout
72	238	5730	MAMONE, SEAN	DEC	V	200	44.044	8,808.88	2,906.05	127.73	11,842.66	ET Buyout
73	401	5730	WINSOR, ALAN	OCT	V	90	27.020	2,431.80	802.25	35.26	3,269.31	Termination

268,373.05 Tad

74	901	5730	PERKINS, ANDREW	DEC	NV	171.3	27.020	4,627.55		67.10	4,694.65	Termination
75	1071	5730	OLIN, PAUL	APR	NV	24.82	27.020	670.64		9.72	680.36	Termination
76	1085	5730	COVERT, CAMERON	APR	NV	751	28.200	21,176.97		307.07	21,484.03	Termination
77	1249	5730	LAFORTUNE, TIMOTHY	FEB	NV	148.9	23.340	3,476.34		50.41	3,526.74	Termination
78	900	5730	CLARENBACK, BRIAN	JAN	NV	111.5	27.020	3,013.27	-	43.69	3,056.96	ET Max
79	1152	5730	CONLON, MARTIN	JUN	NV	80	35.5600	2,844.80	-	41.25	2,886.05	ET Buyout
80	1117	5730	HACKETT, ERIC	JUN	NV	300	25.7400	7,722.00		111.97	7,833.97	ET Buyout
81	977	5730	WHITNEY, ZACHARY	AUG	NV	131	31.3000	4,101.42		59.47	4,160.89	ET Max
82	977	5730	WHITNEY, ZACHARY	JUN	NV	340	31.3000	10,642.00	-	154.31	10,796.31	ET Buyout
83	38	5740	DUBE, STEVEN	DEC	V	80	37.067	2,965.38	978.28	-	3,943.66	ET Buyout
84	842	SF 5562	COSTA, MATTHEW	DEC	NV	120	33.090	1,588.32		121.51	1,709.83	ET Buyout
85	1137	SF 5562	JACQUES, JIMMY	DEC	NV	40	23.940	383.04		29.30	412.34	ET Buyout

118,721.69 Scott

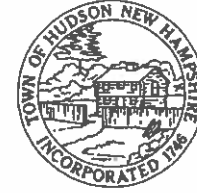
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436,942.30 57,459.44 15,030.58 509,432.31

509,432.31



TOWN OF HUDSON
Finance Department



Agenda
6-27-23

8D

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 22, 2023

Subject: Fiscal Year 2023 Encumbrances

Please accept this request to be put on the Board of Selectmen's next agenda.

The attached list represents encumbrances requested by the Town of Hudson Department Heads and Committees for Fiscal Year 2023. I have also included Warrant Articles (Lapsing and Non-Lapsing) for your review and consideration. I have segregated requested encumbrances by fund (General, Sewer, Water, Conservation, APRA, etc.).

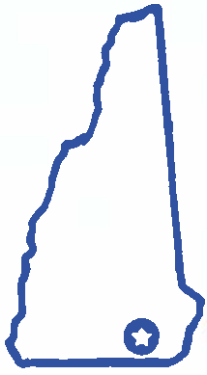
Motion:

To encumber the not to exceed amount of \$7,117,858.31 for Fiscal Year 2023 as recommended by the Finance Director.

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

Town of Hudson, NH
Fiscal Year 2023 Actual Encumbrances

Department Account #	Department	Description	Amount	PO#
6015	WA15 FY19 Widening Lowell Rd from Wason Rd to Sagamore B	remaining funds	1,285,753.84	
6210	Police Facility Expansion and Renovation	remaining funds	4,811,520.54	
6212	Taylor Falls & Vet Bridge Rehab	DuBois & King Engineering Twin Bridges Design Phase remainder	2,205.82	IMP23000
Subtotal Warrant Articles			6,099,480.20	
5110-215	BOS/Adm, Publications	General Code Publishers Supplemental Code Amendments	1,685.00	SEL23054
5320-303	Fin-Acctg, Office Supplies	Global Equipment Co. Black Lateral File Cabinet	487.35	FIN23078
5410-450	Assessing - Future Property Revaluations	George E. Sansoucy 2022 TX Public Utility Valuation Contract	1,305.00	ASR21060
5410-450	Assessing - Future Property Revaluations	Vision Government Solutions, Inc. 2022 Full Stat. Revaluation Contract	14,900.02	ASR22001
5410-252	Assessing - Prof. Services	Lexis Nexus Matthew Bender Judicial Case Access Database subscript.	1,100.00	ASR23026
5410-252	Assessing - Prof. Services	George E. Sansoucy Eversource Court Case Consult Contract	10,000.00	ASR23039
5410-252	Assessing - Prof. Services	Cornell Consultants LLC Consulting Services	6,500.00	ASR23041
5615-224	Police Facility Building Maintenance	BROX Industries, Inc. Gravel / Pavement	10,000.00	POL23383
5630-204	Police Patrol, Large Equipment Maintenance	KT Cycles LLC 2016 Harley - Inspection/Oil Chg	1,162.75	POL23340
5630-319	Police Patrol, Uniform Purchases	Neptune, Inc. Uniforms	10,192.00	POL23358
5630-319	Police Patrol, Uniform Purchases	Ben's Uniforms Bullet Proof Vests	2,300.00	POL23364
5630-319	Police Patrol, Uniform Purchases	Embroidery Creations Embroid. Name and Badge	1,240.00	POL23371
5630-319	Police Patrol, Uniform Purchases	Amazon Capital Services Patch for Tactical Vests	1,482.94	POL22409
5630-403	Police Patrol, Small Equipment	Motorola Solutions, Inc. VHF Mobile Radio	5,892.29	POL23262
5640-325	Police Forfeiture - Investig. Equip	Air Science USA, LLC Forensic Evidence Cabinet & Accessories	7,586.00	POL23377
5671-237	Police Suppt Services, Training	Texas A & M Engineering Extension Motorcycle Instructor Cert	3,095.00	POL23257
5715-224	Fire - Facility, Building Maint.	Entropy Technologies, LLC Repairs to WiFi @ Lowell Rd Station	875.00	FIR23341
5720-212	Fire - Communications, Radio Repairs	Motorola Solutions Mobile Radios, Radio Upgrades	6,856.67	FIR22258
5730-237	Fire - Suppression, Training	FAST Rescue Solutions, LLC In-Service Training / Travel	1,750.00	FIR23338
5730-319	Fire - Suppression, Uniform Purchases	Bergeron Protective Clothing, LLC Structural Gear / Hoods	11,819.52	FIR23316
5730-319	Fire - Suppression, Uniform Purchases	Industrial Protection Services, Inc. Suppression Boots	2,544.00	FIR23342
5730-321	Fire - Suppression, Hose and Equip.	Fire Tech & Safety of N. E. TFT Show Flow Water Meter	1,375.95	FIR23345
5730-340	Fire - Suppression, Sm. Oper. Equip.	Industrial Protection Services, Inc. Scott SCBA RIT pack	5,740.00	FIR23340
5730-340	Fire - Suppression, Sm Oper. Equip.	Industrial Protection Services, Inc. Seek Thermal Imaging Cameras	2,520.00	FIR23344
5777-269	Fire - Software Maintenance	Kronos Inc. Telestaff Cloud Transition Project	3,870.00	FIR23228
5777-403	Fire - IT Small Equipment	Exacom Inc. Upgrade Recording of Dispatch Phones	5,849.60	FIR23268
5777-403	Fire - IT Small Equipment	Statewide Communications, Inc. 2 IP Phones for Dispatch	3,180.00	FIR23267
Subtotal General Fund			125,309.09	
Sewer Fund				
5562-239	Sewer - Oper/Maint, Sewage Treatment	Nashua, City of - Sewer Services 4th Qtr FY23 Flume & BAE Treatment	220,754.43	SWR23043
Subtotal Sewer Fund			220,754.43	
Water Fund				
5591-303	Fin-Acctg, Office Supplies	Global Equipment Co. Black Lateral File Cabinet	487.35	FIN23078
5592-204	Water - Oper/Maint, Large Equip. Maint.	WhiteWater Inc. West Rd Off-Site Improvements (water valve)	5,230.00	WAT23042
5592-225	Water - Oper/Maint, Engineering Fees	Weston & Sampson Engin. Inc. Water Util. Asset Mgmt Plan	87,100.00	WAT23024
5592-401	Water - Oper/Maint, Lg Oper Equip.	Hayes Pump Inc. Marsh Rd Pump Station Equip. Purchase	291,802.00	WAT23002
5593-411	Water - Supply, Computer Equip.	TCS Communications Corp. Antennas to Svc. Wells, Tanks, Boosters	45,817.50	PWADM22013
5593-419	Water - Supply, Feasibility Study	Weston & Sampson Engin. Inc. Water Supply Feasibility Study	11,003.04	WTR23012
Subtotal Water Fund			441,439.89	
Donations				
4556	Police		54,391.44	
4557	Fire		22,893.51	
4558	Recreation		21,815.72	
4559	Cable Committee		500.00	
4559	Benson		14,182.02	
4559	Benson 911 Monument		666.26	
4559	Hudson Economic Development		11,510.21	
4559	Sustainability Committee		150.00	
4559	Town Poor		11,475.00	
4559	Senior Center		100.00	
4560	Conservation Commission		7,151.40	
4535-35	Hudson Senior Council of Aging		5,405.40	
4561	Sewer - Greeley Street		80,633.74	
Subtotal Donations			230,874.70	
Total Actual Encumbrances			7,117,858.31	
			less donations	(230,874.70)
			plus Police Forfeiture	4,736.00
			plus EMS RF	9,272.17
			plus HCTV	74.24
			plus Senior Activities RF	51,244.20
			Agrees to AvsB report	6,900,991.78



TOWN OF HUDSON


Public Works

Agenda
6-27-23

8E

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



To: Board of Selectman
From: Jay Twardosky, DPW Director 
Date: June 20, 2023
RE: Replacement Truck Lease Purchase

Funds were approved in the FY2024 budget for the replacement of 4 trucks in the Public Works fleet. This purchase will be funded from the following accounts:

5552-403 Streets	\$36,000
5554-403 Drains	\$18,000
5562-403 Sewers	\$18,000
Total Budgeted FY24	\$72,000

The proposed purchase of the 4 new trucks meeting the following descriptions.

- 3 – Ford F-450 dual rear wheel regular cab 4x4 with dump body and 9 foot plow.
- 1 – Ford F-350 Regular cab 4x4 with utility body and 9 foot plow.

The proposed new trucks will replace 2008 and 2013 model year trucks that are still in our fleet.

It is my recommendation that we purchase these from Grappone Ford of Concord NH, using NH State bid pricing. It should also be noted that these trucks are already in Ford's production cycle and have been allotted to Grappone for July delivery.

The Total Cost of this purchase is \$285,189. We have arranged a 5 year lease purchase through KS State Bank, a firm we have used for previous lease purchases. The annual payment is \$ 63,726.19. This amounts to a savings of \$ 8,274 under our budgeted amount.

We compared state bid prices against bids from Chevrolet and Dodge/Ram. Ford is the lowest cost and has the most readily available trucks.

Motion #1:

To waive the competitive bidding requirements as outlined in Hudson Town Code 90 8-iC and allow the Public Works Director to purchase 3 – Ford F-450 dual rear wheel regular cab 4x4 trucks with dump bodies and 9 foot plows and 1 – Ford F-350 Regular cab 4x4 truck with utility body and 9 foot plow from Grappone Ford of Concord NH.

Motion #2:

To accept the Public Works Directors recommendation to purchase three (3) Ford F-450 dual rear wheel regular cab 4x4 trucks with dump bodies and 9 foot plows and one (1) Ford F-350 Regular cab 4x4 truck with utility body and 9 foot plow from Grappone Ford of Concord NH at a cost of \$285,189.19 , and to secure funding through KS State Bank on a five-year term at \$63,726.19 per year, with the first payment due on July 10, 2023.

CC Lisa Labrie, Finance Director



2627 KFB PLAZA, SUITE 202E | 785-587-4000
MANHATTAN, KS 66503

SENT VIA EMAIL: LLABRIE@HUDSONNH.GOV; JTWADOSKY@HUDSONNH.GOV; JLAVACCHIA@HUDSONNH.GOV

June 14, 2023

Ms. Lisa Labrie, Finance Director
Town of Hudson, New Hampshire

Re: Financing for Town of Hudson, New Hampshire for Three (3) Ford F-450 4x4 Dump Trucks with Plows and One (1) Ford F-350 4x4 Crewcab Truck with Service Body and Plow

Dear Ms. Labrie:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through July 7, 2023 (subject to the Conditions to Funding on the attached Documentation Instructions).

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Valaire Henderson
Client Relations

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. *Please sign in blue ink and print on single sided paper only.* Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. *All original signatures are required for funding.*
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
 - ◆ The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ◆ Sign and print name and title
11. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
13. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by October 2, 2023, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

Town of Hudson, New Hampshire
12 School Street
Hudson, New Hampshire 03051

Obligee

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of June 15, 2023

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

- "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
- "Budget Year" means the Obligor's fiscal year.
- "Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
- "Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
- "Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
- "Contract Term" means the Original Term and all Renewal Terms.
- "Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
- "Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
- "Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- "Obligee" means the entity originally listed above as Obligee or any of its assignees.
- "Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
- "Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
- "Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.
- "Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.
- "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
- "State" means the state which Obligor is located.
- "Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.
- "Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an Issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT, NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible Insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of Insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblige is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Oblige agrees in writing to an extension of time. Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblige under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Oblige shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Oblige may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Oblige may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Oblige as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Oblige may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Oblige has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Oblige may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Oblige for all costs incurred by Oblige in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Oblige is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Oblige in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Oblige to a location accessible by common carrier and designated by Oblige. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblige all tangible items constituting such software. At Oblige's request, Obligor shall also certify in a form acceptable to Oblige that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Oblige and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Oblige by a common carrier unless the Oblige agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Oblige's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Oblige. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Oblige the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Oblige it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Oblige to sell or lease it to a third party and be free of all liens. If Oblige reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Oblige may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Oblige for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Oblige, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Oblige. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Oblige shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Oblige executed this Contract, which is on or after the date that the Obligor executes this Contract, Oblige agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Oblige selects that is acceptable to Obligor (including Oblige or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Oblige of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Oblige to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Oblige.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Oblige that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Oblige at the time this transaction was submitted for credit approval by the Obligor to the Oblige.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligee's sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Should Obligee decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Town of Hudson, New Hampshire

KS StateBank



Signature

Lisa Labrie, Finance Director

Printed Name and Title

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Three (3) Ford F-450 4x4 Dump Trucks with Plows and One (1) Ford F-350 4x4 Crewcab Truck with Service Body and Plow

Physical Address of Equipment after Delivery : 2 Constitution Drive, Hudson, NH 03051

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$285,000.00
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$63,726.19	\$0.00	\$63,726.19	\$223,834.28
2	15-Jun-24	\$63,726.19	\$13,077.28	\$50,648.91	\$172,217.52
3	15-Jun-25	\$63,726.19	\$10,083.93	\$53,642.26	\$117,808.30
4	15-Jun-26	\$63,726.19	\$6,913.68	\$56,812.51	\$60,455.54
5	15-Jun-27	\$63,726.19	\$3,556.06	\$60,170.13	\$0.00

Town of Hudson, New Hampshire



Signature

Lisa Labrie, Finance Director

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

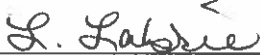
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Town of Hudson, New Hampshire



Signature

Lisa Labrie, Finance Director

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on 10/25/22 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- 1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of June 15, 2023, between Town of Hudson, New Hampshire (Obligor) and KS StateBank (Obligee).
- 2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): Lisa Labrie, Finance Director
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- 3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: 
(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: Lisa Labrie, Finance Director
(Printed Name and Title of individual who signed directly above)

Attested By: 
(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: Jason Twardosky, Public Works Director
(Printed Name of individual who signed directly above)

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Town of Hudson, New Hampshire



Signature

Lisa Labrie, Finance Director

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

- 1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ 63,726.19 and this amount is consistent with the Contract between Obligor and vendor.
- 2. Payment is to be made to: Payee: KS Statebank
Gov't Finance Dept.
- 3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
- 4. No amount listed in this exhibit was included in any such exhibit previously submitted.
- 5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
- 6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
- 7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
- 8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
- 9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: vhenderson@ksstate.bank
or
Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

Town of Hudson, New Hampshire

L. Labrie
Signature
Lisa Labrie, Finance Director
Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Town of Hudson, New Hampshire.

Town of Hudson, New Hampshire



Signature

Lisa Labrie, Finance Director

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor



Signature

Jason Twardosky, Public Works Director

Printed Name and Title

EXHIBIT H
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: Greppone Ford
Equipment: 3- DRW 4x4 ONE TON DUMP TRUCKS & 1- SRW 4x4 UTILITY BODY TRUCK
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Equipment: _____
Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Town of Hudson, New Hampshire (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Town of Hudson, New Hampshire



Signature

Lisa Labrie, Finance Director

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured: Town of Hudson, New Hampshire 12 School Street Hudson, New Hampshire 03051	Certificate Holder: KS StateBank 1010 Westloop, P.O. Box 69 Manhattan, Kansas 66505-0069
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1. **Equipment Description**
 - ◆ Three (3) Ford F-450 4x4 Dump Trucks with Plows and One (1) Ford F-350 4x4 Crewcab Truck with Service Body and Plow
 - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
 - ◆ The deductible amounts on the insurance policy should not exceed \$50,000.00.
3. **Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$285,000.00.
4. **Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
 - ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: vhenderson@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

Town of Hudson, New Hampshire

Insurance Company: Primex

Agent's Name: Joni Flewelling

Telephone #: 800-698-2364

Fax #: 603-228-0650

Address: 46 Donovan St.

City, State Zip: Concord, NH 03301

Email: tflewelling@nhprimex.org



3361793%ACHAUTHORIZATION%06.15.2023

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3361793	Payment Amount \$63,726.19	Frequency of Payments Annual	
Beginning Month Year		Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Town of Hudson, New Hampshire	
Signature	Printed Name and Title Lisa Labrie, Finance Director
Tax ID Number 02-6000421	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 06-14-2023

BILL TO:
TOWN OF HUDSON, NEW HAMPSHIRE
ATTN: ACCOUNTS PAYABLE
12 SCHOOL STREET
HUDSON, NEW HAMPSHIRE 03051

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 1608
MANHATTAN, KS 66505
FOR INQUIRIES: (877) 587-4054
NOTE: The address listed above is for payments only

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3361793	61793-06-2023	At Closing	At Closing	\$63,726.19

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF JUNE 15, 2023	PAYMENT AMOUNT: \$63,726.19
THREE (3) FORD F-450 4X4 DUMP TRUCKS WITH PLOWS AND ONE (1) FORD F-350 4X4 CREWCAB TRUCK WITH SERVICE BODY AND PLOW	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$63,726.19
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsinstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name Town of Hudson, New Hampshire		2 Issuer's employer identification number (EIN) 02-6000421		
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a		
4 Number and street (or P.O. box if mail is not delivered to street address) 12 School Street		Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Hudson, New Hampshire 03051		7 Date of issue 06/15/2023		
8 Name of issue Government Obligation Contract		9 CUSIP number None		
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Mr. Jim Lavacchia, Public Works Supervisor		10b Telephone number of officer or other employee shown on 10a (603) 886-6018		

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe Three (3) Ford F-450 4x4 Dump Trucks with Plows and One (1) Ford F-350 4x4 Crewcab Truck	18	285,000	00
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/15/2027	\$ 285,000.00	\$ 285,000.00	2.997 years	5.825 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	285,000	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	0	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	285,000	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**

b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____

c Enter the name of the GIC provider ▶ _____

37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶

41a If the issuer has identified a hedge, check here and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶

45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement. ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ <u>L. Labrie</u> <u>6/20/23</u> ▶ Signature of issuer's authorized representative Date		▶ Lisa Labrie, Finance Director Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe	HEvanHowe	06/14/2023		P01438994
	Firm's Name ▶	Baystone Financial LLC		Firm's EIN ▶	48-1223987
Firm's Address ▶			10601 Mission Road, Suite 200, Leawood, KS 66206		Phone no. (800) 752-3562