

TOWN OF HUDSON

Board of Selectmen



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

BOARD OF SELECTMEN MEETING

October 10, 2023

7:00 PM

Board of Selectmen Meeting Room, Town Hall

Agenda

- 1. CALL TO ORDER
- 2. <u>PLEDGE OF ALLEGIANCE</u>
- 3. <u>ATTENDANCE</u>
- 4. <u>PUBLIC INPUT</u>
- 5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS none
- 6. <u>CONSENT ITEMS</u>
 - A. <u>Assessing Items</u> none
 - B. <u>Water/Sewer Items</u> none
 - C. Licenses & Permits & Policies

1) Raffle Permit - Knights of Columbus

- 2) Outdoor Gathering Permit Road Race Mill City Alliance
- D. Donations none
- E. Acceptance of Minutes none
- F. <u>Calendar</u>
 - 10/11 7:00 Planning Board
 - 10/12 3:30 Trustees of the Trust Funds
 - 10/12 7:00 Board of Selectmen Budget Review
 - 10/16 7:00 Conservation Commission
 - 10/17 7:00 Board of Selectmen Budget Review
 - 10/17 7:00 Municipal Utility Committee
 - 10/18 6:00 Library Trustees
 - 10/18 7:00 Electric Aggregation Committee (HEAC)
 - 10/19 7:00 Board of Selectmen Budget Review
 - 10/19 7:00 Benson Park Committee
 - 10/23 7:00 Sustainability Committee
 - 10/24 7:00 Board of Selectmen

Buxton Meeting Room Buxton Meeting Room BOS Meeting Room Buxton Meeting Room BUX Neeting Room Buxton Meeting Room Hills Memorial Library Rodgers Memorial Library BOS Meeting Room HCTV Meeting Room Buxton Meeting Room BOS Meeting Room

7. OLD BUSINESS

- A. Votes taken after Nonpublic Session on October 03, 2023
- 1. Selectman Dumont made a motion, seconded by Selectman Guessferd to hire Michael Pilon as an HCTV Assistant, for up to 29 hours per week, at a rate of \$19.00 per hour, moving to \$20.00 per hour after successful completion of a six month probationary period. Carried 3-0.
- Selectman Guessferd made a motion, seconded by Selectman Dumont to promote Eric Courounis to the position of Chief Mechanic in the Public Works Department at \$32.55 per hour, Grade XVI, Step 3, in accordance with the Hudson Public Works employee contract. This promotion will be effective October 8, 2023. Carried 3-0.
- 3. Selectman Dumont made a motion, seconded by Selectman Guessferd to authorize the Public Works Director advertise the mechanic position. Carried 3-0.
- Selectman Dumont made a motion, seconded by Selectman Guessferd to hire Kyle Cloutier for the position of Truck Driver/Laborer in the Public Works Department at \$21.98 per hour, Grade VIII, Step 1, in accordance with the Hudson Public Works Department employee contract, effective, October 8, 2023. Carried 3-0.
- Selectman Guessferd made a motion, seconded by Selectman Morin to hire James Martorana for the position of Truck Driver/Laborer in the Public Works Department at \$21.98 per hour, Grade VIII, Step 1, in accordance with the Hudson Public Works Department employee contract, effective October 8, 2023. Carried 3-0.
- 6. Selectman Guessferd made a motion to adjourn at 9:09 a.m. this was seconded by Selectman Dumont. Carried 3-0.
- B. Amend Town Code Ch.317 Vehicles and Traffic, Memorial Drive HPD Decision

8. <u>NEW BUSINESS</u>

- A. Public Hearing Benson Park Fencing Donation Acceptance Benson Park Committee
- B. Public Hearing Acceptance of Bleacher Donation Eagle Scout, Kenneth Chafe
- C. Melendy Road Bridge Over First Brook Addendum #1 Engineering Decision
- D. South Water Tank Verizon Lease Update Engineering Decision
- E. Hudson Community Television Staffing Restructuring HCTV Decision
- F. 2023 Tax Rate Finance Decision
- G. Public Hearing Acceptance of \$10,000 Donation from Elliott Hospital HFD Decision
- H. Request to Purchase Portable Ventilators & HFD Decision
- I. Request to Purchase Shirts for the Fire Explorers HFD Decision
- J. September 2023 Revenues & Expenditures

9. SELECTMEN LIASON REPORTS/OTHER REMARKS

10. REMARKS BY TOWN ADMINISTRATOR

11. REMARKS BY SCHOOL BOARD

12. NONPUBLIC SESSION

RSA 91-A:3 (II) (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 other levy, if based on inability to pay or poverty of the applicant.

(THE SELECTMEN MAY ALSO GO INTO NON-PUBLIC SESSION FOR ANY OTHER SUBJECT MATTER PERMITTED PURSUANT TO RSA 91-A:3 (II).)

13. <u>ADJOURNMENT</u>

Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than12:00 noon on Thursday, October 19, 2023.

Agenda 10-10-23 RECEIVED 6C-1



SEP 29 2023

TOWN OF HUDSON SELECTMENS OFFICE

Hudson, New Hampshire

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Date of Ticket Sales:	OG -> DEC	2013				

(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number Applicant's Signature ATRE A. LADE **Applicant's Printed Name** 1405an Not 03051 11 Palton 10 Address <u>603-663-6797</u> **Phone Number**

Approved on:_____, by

HUDSON BOARD OF SELECTMEN

Chairman

Selectman

Selectman

Selectman

Selectman

(Fax completed form to 603-598-6481 or e-mail to lweissgarber@hudsonnh.gov, with Raffle Permit in subject line.)

RECEIVED

Azenda 10-10-23

SON NEL

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

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

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

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

For Office Use Only

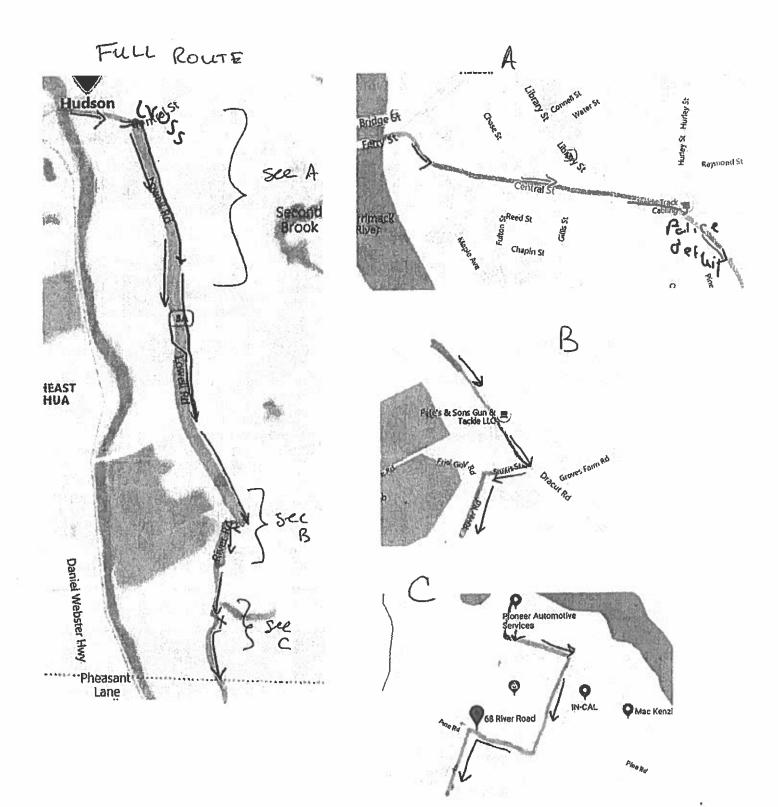
Attachments to permit application: 1) Report of town Building Inspector/Health Officer, ensuring site of proposed activity is suitable, with minimum sanitary and safety requirements having been met, with signoff/clearance from the Fire Chief and Police Chief; 2) Signed letter of authorization; 3) Proof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

Proof of public notice.

Date approved by Board of Selectmen

OFFICE USE ONLY

Applicant		Date of Event
	Lot Building Permit Req'd	Street
	SANITARY APPROVAL	s
Stipulations	NONE	
	Health Officer/Date	Davil R. Meler 9/20/23
	FIRE SAFETY	
Stipulations	Nove	
	Fire Dept./Date	David R. Hober 9/20/2
	ZONING	
Stipulations		
	Zoning Administrator/Date	MM 9/22/23
	BUILDING	
Stipulations		
	Building Inspector/Date	M2 2 9/22/25
	POLICE DEPARTMEN	r
Stipulations		
	Police Chief/Date	A. 9/25/23



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/15/2023 ٦

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THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	ely of Ance d the	r ne(E doe E cef	GATIVELY AMEND, EXTE S NOT CONSTITUTE A C RTIFICATE HOLDER.	ND OR A	ALTER THE C CT BETWEEI	OVERAGE AN THE ISSUI	FFORDED BY THE POLI IG INSURER(S), AUTHOI	CIES RIZED	
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PRODUCER	the c	erun	cate itolder in her of such	CONTAC NAME:	T Liz Painter				
Insurance Management Group				DUONE	(000) 01		FAX (A/C, No):	(260) 3	240-4792
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				ADDILL		URER(S) AFFOR	DING COVERAGE		NAIC#
Fort Wayne			IN 46845	INSURE	National	Casualty Com			11991
INSURED			·	INSURE	RB: Nationwid	le Life Insuran	ce Company		66869
Road Runners Club of America	/2023 (and It	s Member Clubs	INSURE	RC:				
				INSURE	RD:				
1501 Langston Boulevard, Suite	э 140			INSURE	RE:				
Arlington			VA 22209	INSURE	RF:				<u></u>
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THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH PO	IREME	NT, TE He ins	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTR/ E POLICI	ACT OR OTHER ES DESCRIBED ED BY PAID CL	DOCUMENT V DHEREIN IS SI AIMS,	VITH RESPECT TO WHICH T	HIS	
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OTHER: Per Event Basis							Abuse and Molestation	\$ 500	
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12/03/23 Town of Hudson							F, NOTICE WILL BE DELIVEI Y PROVISIONS.	RED IN	
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Hudson			NH 03051				nry R. Diller		
				<u> </u>			ACORD CORPORATION	. All ri	ghts reserved.

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22-Sep-2023

Hello,

TOWN OF HUDSON SELECTMENS OFFICE

I am representing the Gate City Striders running club in the 40th annual Mill Cities Relay Road Race (from Nashua to Lawrence) occurring this year on Sunday Dec. 3, 2023.

Attached is a copy of the completed 'Outdoor Gathering Permit', including route map and insurance certificate is attached.

In terms of general logistics/details, similar to past years, the start will be at Eagle's Wing Hall in Nashua starting promptly at 8:00 am. Runners will proceed into Hudson beginning ~8:05 am (Ferry St. onto Central St.), then along Lowell Road to River Rd. and exit into Tyngsboro MA before continuing on to Lawrence MA.

Once crossing the bridge from Nashua into Hudson, runners will begin on the right side of Lowell Rd. with a cross-over at Central/Ferry St.

At Pete's/Dracut Rd. the plan is to continue on the left up the road and cross over to Stuart, then left on River Rd. Volunteers will be stationed at all key intersections, including multiple volunteers at the Lowell Rd. cross-over; Market Basket, Wason Rd., Walmart and 2 at the Stuart Rd. Crossing.

Similar to last year, a police detail, including cruiser will be hired, and positioned at the Central St./Ferry St. cross-over, and then support at Walmart followed by Pete's.

The First exchange of the relay (Relay exchange #1) is in Tyngsboro, at 68 River Rd., behind the first row of Warehouses. Participants will be instructed to park in the parking lot behind the building and NOT on Rte. 3A. Porto-potties will be delivered the morning of the event and removed the same day.

No food or drink will be prepared or provided on-site. All runners and participants will have departed by 9:30am.

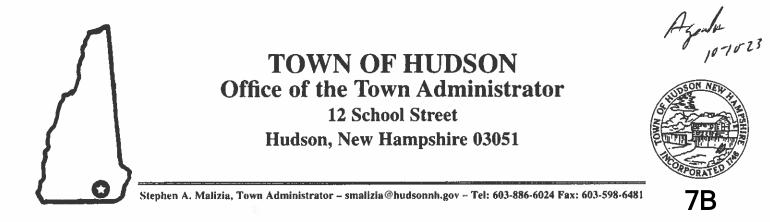
Thank you in advance. If you have any questions, or need additional details, please let me know. My email and cell phone are included below.

Thanks again!

Kind regards,

Christopher Simard

Cell: (603) 321-1424 cjsimard11@icloud.com



To: Board of Selectmen

From: Steve Malizia, Town Administrator

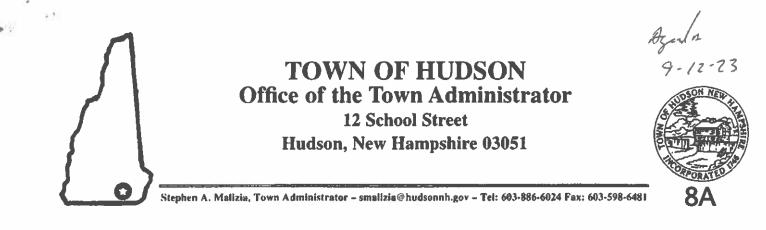
Date: October 5, 2023

Re: Town Code Chapter 317 Vehicles and Traffic – Memorial Drive

The Board of Selectmen held two (2) hearings on September 12, 2023 and October 3, 2023 to take public comment regarding a proposed amendment to Town Code Chapter 317-33 Schedule VI: Streets Closed, to close Memorial Drive from Central Street to Thorning Road from 7:00 am to 4:30 pm on school days. Should the Board vote to amend Town Code Chapter 317-33 to close Memorial Drive, the following motion is appropriate:

Motion: To amend Town Code Chapter 317-33 Schedule VI: Streets Closed, to close Memorial Drive from Central Street to Thorning Road from 7:00 am to 4:30 pm on school days.

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



To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: August 10, 2023

Re: Public Hearing – Town Code Chapter 317 Vehicles and Traffic – Memorial Drive

At their meeting on August 8, 2023 the Board of Selectmen voted to hold two (2) Public Hearings to discuss amending Town Code Chapter 317-33 Schedule VI: Streets Closed, to close Memorial Drive from Central Street to Thorning Road from 7:00 am to 4:30 pm on school days. The two (2) hearings will be held on September 12, 2023 and September 26, 2023. After holding the public hearings, the Board of Selectmen may vote to amend the Town Code at their next regular meeting on October 10, 2023.

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

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 317-33 Schedule VI: Streets Closed.

. 1

In accordance with the provisions of § 317-12, the following streets and parts of streets are hereby closed to all vehicular traffic during the times indicated:

Name of Street Hours/Days Limits

*Indicates streets, otherwise closed, on which the following traffic shall continue to be permitted: residents living within the restricted area; school buses picking up or discharging pupils; emergency vehicles or officials en route to emergencies; vehicles servicing homes, schools or utilities in the restricted area.

** Indicates steet, otherwise closed from 7:00 a.m. to 4:30 p.m., school days, from Central Street to Thorning Road, on which the following traffic shall continue to be permitted: school buses, parents, or guardians picking up or discharging pupils; emergency vehicles or officials en route to emergencies; vehicles servicing the school or utilities in the restricted area; any other vehicle on premises for official school business.

School Street*	7:30 a.m. to 3:30 p.m./ school days From First Street to Library Street		
Memorial Drive**	7:00 a.m. to 4:40 p.m./school days	From Central Street to Thorning Road	



Chief of Police

TOWN OF HUDSON

Police Department

Partners with the Community

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



Captain David A. Cayot Special Investigations Bureau

Captain Steven McElhinney Administrative Bureau

Captain Patrick McStravick Operations Bureau

To:	The Board of Selecimen
	Steve Malizia, Town Administrator
From:	Tad K. Dionne, Chief of Police
Date:	August 3, 2023
Re:	Town Code Chapter 317 Vehicles and Traffic

§ 317-12 Street Closed: Unless otherwise indicated, the streets and parts of streets indicated in Schedule VI (§ 317-33) are hereby closed to all vehicular traffic during the times indicated.

§ 317-33 Schedule VI: Streets Closed: In accordance with the provisions of § 317-12, Memorial Drive be added to the streets and parts of streets are hereby closed to all vehicular traffic during the times indicated: ** Memorial Drive, otherwise closed from 7:00 AM to 4:30 PM, school days, from Central Street to Thorning Road, on which the following traffic shall continue to be permitted: ** school buses, parents, or guardians picking up or discharging pupils; emergency vehicles or officials en route to emergencies; vehicles servicing the school or utilities in the restricted area; any other vehicle on premises for official school business.

The Highway Safety Committee has recommended closing Memorial Drive from Central Street to Thorning Road from 7:00 AM to 4:30 PM on school days to all traffic except as described in § 317-33. We are also requesting that Memorial Drive be added to § 317-33, the schedule of listed streets closed.

We are further requesting that a signs be installed at both of these locations Memorial Drive at Central Street and Memorial Drive at Thorning Road.

Motion:

To forward the above-listed change proposal of § 317-33 to a public hearing.

Selectman Dumont made a motion, seconded by Selectman Morin to forward the above listed change proposal of Chapter 317-33 to a public hearing. A roll call vote was taken. Carried 5-0.

(Hearings to take place 9/12/23 & 9/26/23)



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

HUDSON MEMORIAL SCHOOL

Memo

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To: Mr. Tad Dionne, Chief of Police Hudson Police Department, Hudson, NH

> Dr. Daniel Moulis, Superintendent of Schools Hudson School District

- From: Keith D. Bowen, Principal Hudson Memorial School
- Date: 10 July 2023
- Re: Memorial Drive safety concerns

There are a few concerns I would like to bring to your attention relative to Memorial Drive and the overall safety of students as the arrive and depart from Hudson Memorial School, as well as during the school day when class activities are conducted outside. These concerns are being brought forward with the hope of being able to put some measures in place that will increase the school's ability to maintain the safety and security of its students and staff during school hours.

Classified as a one-way public road, Memorial Drive brings a great deal of traffic through the school area during the school day that is not conducive to the specific functions necessary to the provision of a safe and secure school day for students and staff. There are various reasons associated with the issue but, primarily is the result of the road being used as a neighborhood cut through or a GPS related shortcut on various navigation applications.

Activity witnessed over time that has occurred are as follows:

- Cars and trucks driving at a high rate of speed past the front of the school building.
- Cars and trucks driving at a high rate of speed in the wrong direction past the front of the school building.
- Near miss accidents on the sharp corner of Memorial Drive between vehicles driving at a high rate of speed and converging on each other at the corner.
- Students walking on the road, due to lack of sidewalks on the Central Street side of Memorial Drive, narrowly missed being hit by a vehicle driving at high rates of speed going the wrong way on the one-way road.
- Students riding bikes and walking to school are moving in and out of traffic due to the lack of sidewalks and bike paths on the Central Street side of Memorial Drive.
- In snowy and icy weather conditions, the road is narrowed, making the safety and security of arrival and dismissal more difficult to maintain, especially when traffic is going in both

directions and students are moving in and out of the traffic to get to school or home on Memorial Drive.

Currently, we utilize a set of cones to maintain some level of a barrier system to create a more safe and secure entry and dismissal from school at the front of the building. This works to an extent but can be easily ignored and driven through and has been at various times. Although we are working out a newer system of sawhorses and signage for the next school year, it would be extremely helpful to restrict access to Memorial Drive during the school day from 7:00am to 4:30pm when students are arriving and departing.

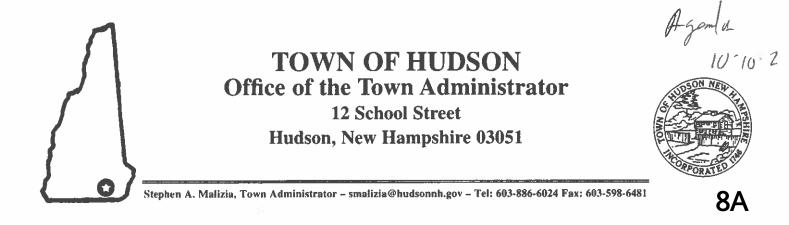
In conclusion, it is our hope that with your help, we can establish some restrictions to the use of the road which will help us limit traffic during school hours and increase our ability to maintain and more safe and secure environment for our students and staff as the enter and exit the building, as well as throughout the school day.

Thank you for your time and consideration on this matter.

Respectfully Submitted,

Kich DBowen

Keith D. Bowen Principal Hudson Memorial School



To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: October 5, 2023

Re: Benson Park - Donation Acceptance

The Benson Park Committee has received a donation from Gate City Fence Company, Inc. towards 20'x5' tall chain link fencing, wire 2" 9 gauge, 1 5/8" top and bottom rails, posts and two walk gates for Benson Park Dog Park. The total donation has a value of \$1,500. A public hearing has been scheduled for October 10, 2023 for this donation. After the public hearing, the Board of Selectmen may vote to accept the donation. The following motions are appropriate:

Motion: To open the public hearing for the donation of fencing for the Benson Park Dog Park.

Motion: To accept the donation from Gate City Fence Company in the amount of \$1,500 for fencing at the Benson Park Dog Park.

TOWN OF HUDSON

Public Works

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

SOLUTION NEW TRANSPORT

8B

- TO: Marilyn McGrath Chairperson, Board of Selectman
- FR: Jay Twardowsky Public Works Director
- DT: October 5, 2023
- RE: Donation Acceptance October 10, 2023 BOS Public Agenda

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

The former Public Works Director Jess Forrence had previously been working with Eagle Scout Kenneth Chafe on a Scout project to construct a set of bleachers for the Greeley Field Basketball Court.

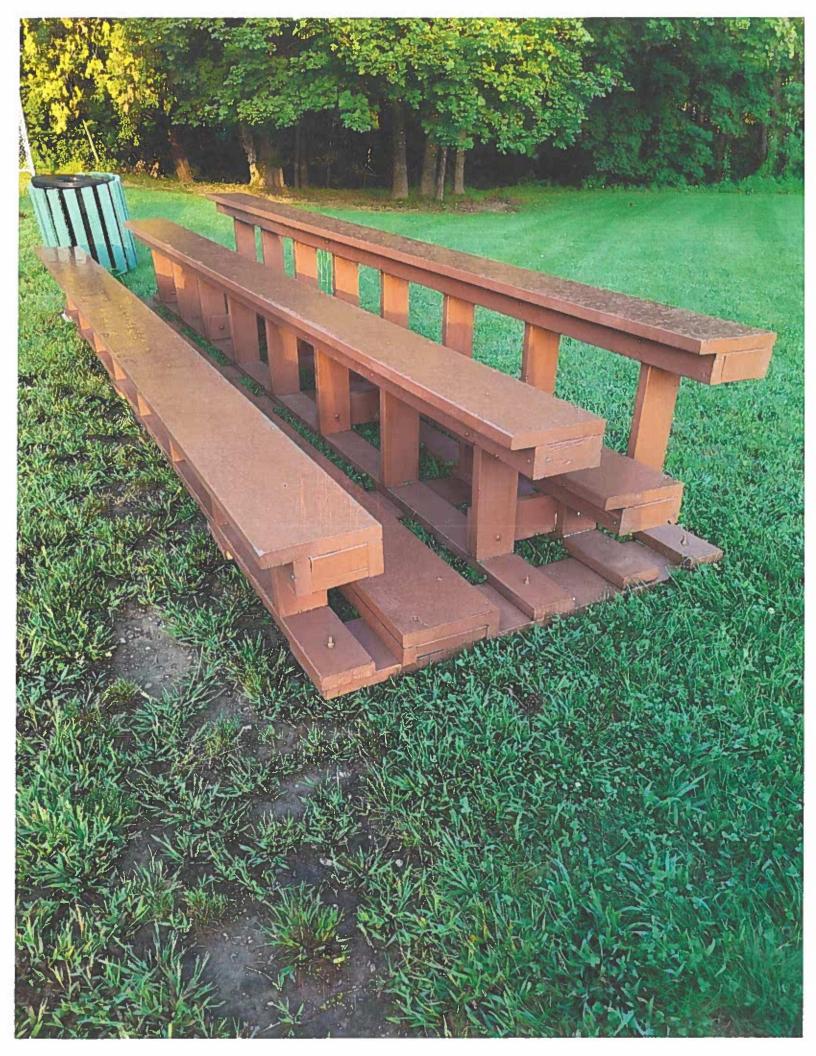
Kenneth has finished the project at a cost of \$968.50 and would like to officially donate this project to the town.

We would like to accept this donation as it will add needed seating to the Greeley Field courts which will benefit the whole community.

We are requesting the Board of Selectmen to accept this donation.

Motion:

To accept the donation of bleachers for the Greeley Park Basketball Court.



TOWN OF HUDSON Engineering Department 8C Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291 12 School Street TO: Steve Malizia, Town Administrator RECEIVED

Board of Selectmen

FROM:	Elvis Dhima, P.E., Town Engineer	OCT 0 4 2023
DATE:	October 4, 2023	TOWN OF HUDSON SELECTMENS OFFICE
RE:	Melendy Road Bridge over First Brook (114/083) - Addend	dum #1

On December 10, 2022, the Board of Selectmen decided to fund this project with a onetime payment received from NHDOT. On February 14, 2023, the Board of Selectmen awarded the contract for the design phase to the lowest bidder, Write-Pierce, Inc., for the amount of \$118,500.

During the design phase, our consultant determined that the bridge, based on a field inspection, should be rated a four (4) instead of a five (5). We discussed this matter with the New Hampshire Department of Transportation (NHDOT) and the possibility of funding this project through an 80/20% match, similar to the Veterans' Memorial Bridge and Taylor Falls Bridge.

We have been provided with a scope of work and fee related to the NHDOT Local Public Agency (LPA) project for the amount of, not to exceed, \$79,900. Completing the additional tasks under this amendment will qualify this project for NHDOT-LPA construction funding, which is currently \$850,000.

Funding for this amendment will come out of the one-time State Bridge Aid funds that we received in 2022. The Town will be responsible for the design, permitting, Right of Way and utility relocation, while the State could provide 80% reimbursement for all construction related activities.

The Town Engineer's recommendation is to move forward with the additional tasks.

Motion:

To approve the contract for additional environmental and engineering services for the Melendy Road Bridge over First Brook (114/083) to Wright-Pierce, Inc. for the amount of, not to exceed, \$79,900 using Account #: 4909-6211-502-000.



230 Commerce Way, Suite 302 Portsmouth, NH 03801 603.430.3728 | wright-pierce.com

October 4, 2023

Mr. Elvis Dhima, PE Town Engineer Hudson Town Hall 12 School Street Hudson, NH 03051

SUBJECT: Proposal for Additional Engineering and Bid Phase Services for NHDOT State Aid Bridge / Local Public Agency Process for Melendy Road Bridge (114/083)

Dear Mr. Dhima,

Thank you for the opportunity to submit this proposal for additional work scope for the Melendy Road bridge replacement project. This proposed amendment is for the additional effort associated with gathering existing condition information, revising the final design, and preparing additional documentation to be in compliance with the anticipated construction funding requirements. The New Hampshire Department of Transportation is anticipated to fund the construction for the Melendy Road project. To meet the funding requirements, the following additional services are recommended. All work proposed shall be in accordance with the "Local Public Agency Manual for the Development of Projects" (LPA Manual) latest edition, produced by the New Hampshire Department of Transportation.

Task 3: Final Design and Bid Phase

3.1 Field Inspection, Measurements, and Revised Final Design

Existing documentation including Town of Hudson GIS mapping, existing bridge inspection reports, and existing bridge plans were attempted to be used as a basis for developing existing base plans for the project. Through review of the existing available documentation and observed existing conditions, additional site visits are required to obtain existing condition information to the level of detail required to develop construction documents and support Right-of-Way and Easement Coordination under Task 3.2 below. Wright-Pierce anticipates additional site visits supplemented by additional existing condition information gathered by GPS to create the base plan and geometric controls for the project. Wright-Pierce will incorporate the additional information into the construction documents. This additional information will further develop the bridge design and detailing as needed to accurately reflect the field conditions on the construction drawings.

3.2 Right-of-Way (ROW)/Easement Coordination Phase

Wright-Pierce will subcontract with a licensed land surveyor, to perform deed research, perform a ground

10/4/2023 Mr. Elvis Dhima, PE Page 2 of 5

boundary survey, and complete the NHDOT LPA Right-of-Way Certificate for the project. The following subtasks are included during this phase:

- 1. Perform a ROW survey within the project area. As part of the ROW survey, private property located within the ROW will be identified for temporary and permanent easements to be coordinated with the Town and property owners.
- 2. Provide draft ROW Impact Plans for review by the Town. Impact plans are assumed to be limited to 4 permanent / temporary easements on two properties abutting the project. Land takings and relocation of abutters are not anticipated for the project.
- 3. Meet with Town representatives and project abutters to discuss easements and impact requirements, as necessary. (Limited to 2 meetings)
- 4. Submit final ROW Impact Plans to Town for approval. Upon approval of Impact Plans by the Town, it is assumed the Town will engage an appraiser and legal support to conduct property appraisals, individual abutter agreements, easement descriptions, and easement recording to support completion of the ROW certificate for the project.
- 5. Submit Registry plans, recorded deeds, and easements with completed ROW Certificate for NHDOT approval.

3.3 Environmental Resource Review and Completion of NEPA Process

Wright-Pierce will submit additional applications for required permits under NEPA including NHDOT Bureau of Environment, Department of Natural Resources, and Department of Cultural Resources. Complete the environmental documentation process and tracking summary for an anticipated Programmatic Categorical Exclusion (PCE). The PCE checklist consists of the following tasks:

- 1. Wright-Piere will prepare Contact Letters in accordance with the LPA process and send the letters to appropriate municipal, state, and federal agencies with jurisdiction over the resources listed within the PCE checklist.
- Wright-Pierce will coordinate with the NH Division of Historical Resources, NH National Heritage Bureau (NHNHB), US Fish and Wildlife Service (USFWS), and NH Department of Environmental Services (NHDES) for Regulatory Reviews during preparation of the PCE checklist. (We assume no endangered species are present in the project area, and further investigations are not required).
- 3. Wright-Pierce will contract with a historic preservation consultant to complete the Section 106 review of potential impacts to historic properties.



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- 4. Wright-Pierce will coordinate and prepare a presentation to attend one Cultural Resource Agency Coordination Meeting and one Natural Resource Agency Coordination Meeting as facilitated by the NHDOT Bureau of Environment to present the project for review and concurrence.
- 5. Wright-Pierce will complete the PCE checklist following the completion of the tasks listed above. The PCE checklist will be submitted to NHDOT Bureau of Environment (BOE) for concurrence with the determined classification.

In accordance with PCE criteria, Wright-Pierce assumes that:

- An archaeological assessment (Phase 1A) is not required.
- Air quality permitted is not required.
- Noise studies/permits are not required.
- No public park land, recreational area, wildlife/waterfowl refuge nor significant historic will be impacted by the project.
- Other issues or concerns (contaminated soil, impacts scenic roads, substantial public opposition, etc.) which may disqualify the project from PCE designation will not arise.
- NHDES Alteration of Terrian Permit not required.
- All application fees will be paid for by the Town.

3.4 Bid Phase Services

Wright-Pierce will support the bid phase as described below:

- Wright-Pierce will complete the plans and technical specifications to be inserted into the Town generated contract documents to assist the Town with advertising the project. Wright-Pierce will submit (3) copies of the final plans and certification of clearance of property rights, utility impacts and permit application status reports/approvals to NHDOT for approval. The submission will include complete bid documents and a final opinion of probable construction cost.
- 2. Upon NHDOT approval, assist the Town with advertising the work for bids, also submitting a copy of the advertisement to the NHDOT.
- 3. Attend Pre-Bid Meeting for the project.
- 4. Manage the bid process and address RFI or clarification requests from contractors during the bid process.
- 5. After a bid period of at least 3 weeks, bids will be received, opened, and cataloged noting the apparent low bidder. Wright-Pierce will evaluate bids and prepare a letter of recommendation regarding award to the Town.



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- 6. Attend bid opening meeting for the project.
- 7. Submit report of pre-bid meeting attendants, clarifications and addendums addressed during the bid process, catalog of bids received noting the apparent low bidder to NHDOT for approval of award.
- 8. Upon receipt of NHDOT approval for award of the contract to the low bidder, the Town will enter into a contract with the awarded bidder.
- 9. Submit copies of the signed contract to NHDOT.

Project Schedule

The time period for performance of the services as set forth in the scope described above shall be completed on or before September 1, 2024 as required for NHDOT funding approvals and shall begin from receipt if a written authorization to proceed.

Project Fees

Based on our understanding of the project requirements, we have prepared the following recommended budget to complete the scope of services.

Task Description	Budget
Task 3.1 – Field Inspection, Measurements, and Revised Final Design	\$52,100
Task 3.2 – Right-of-Way (ROW)/Easement Coordination Phase	\$12,200
Task 3.3 – Environmental Resource Review and Completion of NEPA Process	\$12,900
Task 3.4 – Bid Phase Services	\$2,700
Total Budget for Additional Scope	\$79,900

The proposed amendment to our February 15, 2023 Agreement for Lowell and Melendy Road projects will bring our contract total with the Town from \$118,500 to \$198,400.

Please review, countersign, and return a copy of this proposal/amendment letter for our files.

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



10/4/2023 Mr. Elvis Dhima, PE Page 5 of 5

Sincerely, WRIGHT-PIERCE

Je 18

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

Seen and agreed to by: Town of Hudson, New Hampshire

Wright-Pierce

Jun By:

Ryan T. Wingard, PE

Vice President

October 4, 2023

Ву: _____

Name:_____

Title:

Date: _____

WRIGHT-PIERCE *Engineering a Better Environment*

Billing Rates

The following labor rates and non-labor costs are provided as requested. Billing rates are based on salary costs for Wright-Pierce within each classification, multiplied by our salary multipliers. Actual billing rates for the project are based on the actual rates for the individuals assigned. Allow for a standard 6% salary increase year-over-year for multi-year contracts.

Labor Billing Rates

Accounting/Billing Classification	Hourly Billing Rate Range		
Principal/Engineering Manager	\$220 to 340		
Senior Project Manager	\$170 to 260		
Project Manager/Senior Project Engineer/Construction Manager	\$170 to 230		
Senior Project Engineer	\$160 to 220		
Project Engineer	\$110 to 150		
Engineer Intern/Intern Architect	\$85 to 120		
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	\$130 to 275		
Senior CAD Designer	\$120 to 145		
CAD Designer/Senior CAD Technician	\$90 to 130		
CAD Technician	\$75 to 100		
GIS Analyst	\$90 to 150		
Survey Crew (two people)	\$230 to 270		
Field Service Manager/Technician	\$80 to 120		
Hydrogeologist	\$95 to 150		
Resident Project Representative	\$90 to 160 (\$105 to 185 w/ expenses included)		
Office Administrator/Engineering Assistant	\$75 to 120		

Non-Labor Billing Rates

Description/Equipment	Job Cost Rate Per Unit
CADD Bond	\$0.15/sq. ft.
Field Books	\$20 each
iPad	\$5/day
Meals and Tips	At Cost
Mileage	IRS Rate
Misc. Equip.* 1-3 items	\$5/day
Misc. Equip.* 4-6 items	\$10/day
Misc. Equip.* 7-10 items	\$20/day
Misc. Fees	At Cost
Misc. Field Supplies	At Cost
Misc. Office Supplies	At Cost

Description/Equipment	Job Cost Rate Per Unit
Mylar	\$1.00/sq. ft.
Photocopies	\$0.10/copy
Postage	At Cost
Printing/Reproduction Cost	At Cost
Rental Vehicles	At Cost
Room	At Cost
Subcontracts	1.1 x Cost

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



Description / Equipment	Job Cost Rate Per Unit	Description / Equipment	Job Cost Rate Per Unit
Misc. Equip.* 1-6 items	\$10/day	Rental Vehicles	At Cost
Misc. Equip.* 2-3 items	\$5/day	Room	At Cost
Misc. Equip.* 7-10 items	\$20/day	Scentometer	\$25/day
Misc. Equip.* 11-20 items	\$40/day	Settling Cones	\$ 5/day
Misc. Fees	At Cost	Sludge meter, testing equip.	\$50/day
Misc. Field Supplies	At Cost	Soil Core Sampler	\$25/day
Misc. Office Supplies	At Cost	Spikes	\$1 each
Misc. Survey Equipment	\$15/day	Stakes	\$0.45 each
Mylar	\$1.00 sq. ft.	Subcontracts	1.1 x Cost
Photocopies	\$0.10/copy	Survey Level, Tripod, Rod	\$20/day, \$60/wk
Pipe Mic	\$10/day, \$40/wk	Survey Total Station	\$25/hr
Pipelogix Software	\$2.75/manhole	Swivel Diffuser	\$20/day
Pipettor	\$25/day	Temperature Probe	\$5/day
Pnuematic slug assembly	\$50/day	Velocity Meter	\$30/day
Pole Camera	\$300/day, \$1,100/wk	Velometer	\$50/day
Postage	At Cost	Water Level Meter	\$20/dəy
Pressure Recording Gauge	\$40/day	Whale, Super Purger Pump	\$10/day
Pressure Transducer (1 unit)	\$200/wk, \$375/mo	*Miscellaneous equipment = paint	t gauge, measuring wheel,
Printing/Reproduction Cost	At Cost	measuring tape, thermometer, manhole pick, laser measu	
Rain Gauge	\$5/day	device, ice auger, flashlights, traffi	c cones, etc.

Acentor 10-10-23

\mathcal{A}	TOWN OF HUDSON Engineering Department	AND
	12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008	• Fax: 603-816-1291
τO·	Steve Malizia Town Administrator	BECEIVED

10:	Board of Selectmen	REVLIVED
FROM:	Elvis Dhima, P.E., Town Engineer	UCI 0 5 2023
DATE:	October 5, 2023	TOWN OF HUDSON SELECTMENS OFFICE
RE:	South Water Tank – Verizon Lease Update	

We have been working with Verizon Company regarding leasing a portion of the South Water Tank site for boosting signal equipment, which would consist of equipment over the existing water tank and a building within our security perimeter fence.

The terms consist of the following:

Term:	5 years with four automatic 5-year renewals
Rent:	\$28,800/year, or paid monthly in equal installments of \$2,400.
Rent Escalation:	2% annually
Rent Commencement:	Rent payments would commence on the 1st of the month after VZW was issued a Building Permit for the installation of its facility, regardless of whether construction begins.
Ground Lease area:	12' x 20'

The proposed 25 year lease, which was reviewed and approved by Town council, will require a Town vote in March 2024 prior to Board of Selectmen final approval.

<u>Motion</u>

To authorize the Town Administrator to prepare a warrant article for this potential 25 year lease.

\hd-filesrveng\EngineeringS\Water\Tanks\South Tank\2023 - Verizon\Agreement\Agreement 10.5.2023.docx

Site Name: Hudson 3 NH MDG Location ID; 5000684343

LEASE AGREEMENT

This Lease Agreement (the "Lease" or "Agreement") made this ______ day of ______, 2024, between the TOWN OF HUDSON, with its mailing address at 12 School Street, Hudson, New Hampshire 03051, hereinafter designated LESSOR, and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

PREMISES. LESSOR is the owner of certain real property located at 12 Groves 1. Farm Road, Hudson, Hillsborough County, New Hampshire, and shown on the tax map of the Town of Hudson as Parcel No. 235-012-001 with a water tower ("Tower") and improvements thereon (the Tower, the improvements, and such real property are hereinafter collectively referred to as the "Property"). LESSOR hereby leases to LESSEE approximately 240 square feet at the Property for communications equipment, which space is shown on Exhibit "A" attached hereto and made a part hereof ("Equipment Space"), together with that certain space on the Tower for antennas and other improvements, which space is generally depicted on Exhibit "A" attached hereto and made a part hereof ("Antenna Space"), and that area where LESSEE's conduit, wires, cables, cable trays and other necessary connections (hereinafter collectively referred to as "Cabling Space") are located to connect LESSEE's equipment in the Equipment Space and antennas and related equipment on the Antenna Space to any currently existing electrical and communication utility sources at the Property, together with the non-exclusive right of ingress and egress from a public right-of-way, during regular business hours, 8:00 a.m. - 4:30 p.m. Monday through Friday, except in cases on an emergency, over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, which right of way includes a portion of Parcel 235-011-000 over which LESSOR has an easement dated August 16, 2016 and recorded in the Office of the Hillsborough County Registry of Deeds in Book 7726, Page 864; provided that LESSEE has provided its own determination that LESSEE's use of the easement is within the permissible scope of the easement. LESSOR makes no such representation. LESSOR shall provide two (2) sets of keys in order to provide such access. The Equipment Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as generally shown on Exhibit "A" attached hereto and made a part hereof. In connection with electric, gas and telephone utility sources located on the Property that LESSEE requires for its installation, LESSOR agrees to grant the local utility provider the right to install its equipment or other improvements on, over and/or under the Property necessary for LESSEE to operate its communications facility, and LESSOR shall cooperate in connection therewith, including without limitation, executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

In addition to the foregoing, LESSOR grants LESSEE a temporary license during the construction, repair, reconstruction and/or removal of the Antenna Facilities to enter onto portions of the Property outside the Premises in connection with the performance of such work, provided, however, that LESSEE shall not block or interfere with LESSOR's use of the Property and/or operation of its business on the Property, LESSEE shall minimize its encroachment outside the Premises to the minimum extent reasonably required for LESSEE's work and such temporary license shall expire upon LESSEE's completion of its work.

2. <u>DELIVERY</u>. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, in a condition ready for LESSEE's construction of its improvements and clean and free of debris.

3. TERM; RENTAL; ELECTRICAL.

This Agreement shall be effective as of the date of execution by both Parties a. (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first (1st) day of the month following the date LESSEE receives a building permit for the installation of its communications equipment at the Premises from the governmental agency charged with issuing such permits in the jurisdiction in which the Property is located ("Commencement Date"), at which time rental payments for first year of the initial term will be due at a total annual rental of \$28,800.00 and the annual rental for second and each subsequent year shall be equal to 102% of the annual rental payable during the immediately preceding year. All rental due under this Agreement shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the address above, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date in accordance with Paragraph 23 herein. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. LESSOR and LESSEE acknowledge and agree that initial rental payments may not actually be sent by LESSEE until sixty (60) days after the Commencement Date. The initial term and any extensions shall be collectively referred to herein as the "Term".

LESSOR hereby agrees to provide to LESSEE certain documentation (the b. "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement,

any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

LESSOR shall, at all times during the Term, provide electrical and c. communication service access within the Premises as such may exist as of the Effective Date of this Agreement. In connection with furnishing such utilities to the Premises for LESSEE's facility, LESSOR shall permit any testing that such utility provider requires and perform any work resulting from such testing, subject to LESSOR's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install a direct meter at the Premises for the measurement of electrical utilities used by LESSEE's installation. In the alternative, LESSEE shall furnish and install a submeter at the Premises for the measurement of electric usage used by LESSEE's installation. In the event of such sub-meter, LESSEE shall pay LESSOR as reimbursement for its own power consumption used at the rates charged to LESSOR by the public utility companies thirty (30) days after receipt of an invoice and supporting documentation from LESSOR indicating the actual usage amount and rates. In the event LESSOR shall not submit any documentation within thirty (30) days of end of each quarter, LESSOR shall not be entitled to any reimbursement. LESSOR shall submit such monthly invoices and supporting documentation for payment of such electrical and gas charges to LESSEE at the following address: Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, e-mailed to livebills@engieinsight.com, (the contact telephone number for Ecova is 866-322-4547), or to such other address as LESSEE may direct by notice from time to time. Notwithstanding anything stated herein, in the event that LESSEE has installed a submeter for the measurement of electric and any other utilities provided to the Premises, LESSEE shall have the right to cause its meter reading company, Power Design & Supply Co. or any other meter reading company selected by LESSEE, to remotely read the meter and send LESSEE monthly invoices for LESSEE's electric usage to Verizon Wireless, Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, e-mailed to livebills@engieinsight.com, or to such other address as LESSEE may change from time to time, in connection with same. The monthly invoices shall be calculated as follows: actual monthly electricity used by LESSEE at the Premises times the then current building rate established by the applicable utility company equivalent thereto, or if such rate is no longer utilized, then such other similar rate as may be established by the utility. Within thirty (30) days after LESSEE's receipt of the monthly invoice from the meter reading company, LESSEE shall pay such amount to LESSOR as reimbursement for LESSEE's utility usage and LESSEE shall provide LESSOR with a copy of the meter reading company's invoice. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term.

5. <u>RENTAL INCREASES</u>. As provided hereinbefore in Paragraph 3(a), the annual rental for the second and each subsequent year of this Agreement throughout the Term hereof shall be equal to 102% of the annual rental payable during the immediately preceding year such increases to take effect on the first and each subsequent anniversary of the Commencement Date.

6. <u>INTENTIONALLY OMITTED</u>.

USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the 7. purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory building structural and environmental analyses which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals (including any proceedings in connection therewith) and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any building structural or environmental analyses is unsatisfactory; (v) LESSEE, in its sole discretion, determines that the Premises is no longer technically compatible or otherwise unsuitable for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. MAINTENANCE.

a. During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding

any items which are the responsibility of LESSOR pursuant to Paragraph 8.b below.

b. During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Tower and the Premises.

9. INDEMNIFICATION. Subject to Paragraph 10, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

10. <u>INSURANCE</u>. LESSEE agrees to maintain during the Term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. LESSOR shall be included as an additional insured as its interest may appear under this Agreement on the LESSEE's insurance policy.

"All-Risk" property insurance on a replacement cost basis insuring LESSOR's property with no coinsurance requirement.

11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. <u>INTENTIONALLY OMITTED.</u>

13. <u>INTERFERENCE</u>. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR, now existing or hereinafter installed, or other lessees of the Property which existed on the Property prior to the date this Agreement is executed

by the Parties. In the event any of LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE'S option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to its equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. <u>REMOVAL AT END OF TERM</u>. LESSEE shall, within ninety (90) days after the expiration or earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of its equipment, conduits, fixtures and all personal property are completed. Any claims relating to the condition of the Premises must be presented by LESSOR in writing to LESSEE within thirty (30) days after the termination or expiration of this Lease or LESSOR shall be deemed to have irrevocably waived any and all such claims.

15. <u>HOLDOVER</u>. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. <u>LIMITED RIGHT OF FIRST REFUSAL</u>. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third-party offer.

17. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. <u>TITLE</u>. LESSOR represents and warrants as of the date hereof and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property, has full authority to enter into and execute this Agreement without any other party's approval, and has taken all necessary action under its by-laws or other relevant documentation to approve this Agreement and has authorized the signatories to sign same. LESSOR further represents, covenants and warrants that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions or violations (including, without limitation, electrical violations) which prevent or impede the use of the Property by the LESSEE as set forth above. Furthermore, the Property is not designated a landmark building or in a landmark district and has never been used or permitted to be used for the generation, storage or transfer of or other activity related to any pollutants or hazardous or toxic substances, materials or wastes (collectively, the "Hazardous Materials"), and has never been on any list of a governmental authority requiring clean-up or closure because of contamination by any Hazardous Materials.

20. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. <u>GOVERNING LAW; VENUE</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Hampshire. Any disputes shall be submitted to the exclusive jurisdiction of the State of New Hampshire Hillsborough County Superior Court Southern Judicial District. 22. <u>ASSIGNMENT</u>. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located or any entity which is the successor to LESSEE by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSOR or LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

23. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

- LESSOR: TOWN OF HUDSON 12 School Street Hudson, New Hampshire 03051
- LESSEE: CELLCO PARTNERSHIP d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. <u>NO MORTGAGE</u>. LESSOR represents that there is no mortgage encumbering the Property as of the date of this Agreement.

- 26. INTENTIONALLY OMITTED.
- 27. <u>DEFAULT</u>.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have

fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any nonmonetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

28. <u>REMEDIES</u>. Upon a default beyond all applicable notice and cure periods, the nondefaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the nondefaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default beyond all applicable notice and cure periods, by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR and LESSEE shall use reasonable efforts to mitigate its damages in connection with an uncured default .

29. INTENTIONALLY OMITTED

30. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. <u>CONDEMNATION</u>. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority

takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises.

32. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the 33. Tower, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and environmental and other laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all applicable Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all applicable building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises, and LESSOR agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises. It shall be LESSOR's obligation to comply with all applicable Laws relating to the Tower in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

34. <u>MISCELLANEOUS</u>. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both LESSOR and LESSEE and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

35. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally,

any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

37. INTENTIONALLY OMITTED.

38. <u>ELECTRONIC SIGNATURES</u>. This Agreement may be executed and delivered by means of (a) one (1) or more signatures transmitted and delivered by e-mail or electronic signature, each of which shall be deemed original signatures duly delivered for the purposes hereof and by which the Parties agree to be bound; and/or (b) separately executed counterparts. Each counterpart of this Agreement, when taken with an original (or deemed original) executed signature page for each and every signatory hereto, shall be deemed a fully executed and complete original counterpart of this Agreement.

39. **INTENTIONALLY OMITTED.**

40. TAXES. In accordance with the requirements of RSA § 72:23, I (b), the LESSEE and any other entity now or hereafter using or occupying the Property and Premises pursuant to this Agreement shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. The Parties acknowledge and agree that failure of the LESSEE to pay duly assessed personal and real property taxes when due shall be cause to terminate said lease or agreement by the LESSOR.

Furthermore, in accordance with the requirements of RSA § 72:23, I (b), the LESSEE and any other entity using and/or occupying the Property and Premises pursuant to this Agreement shall be obligated to pay real and personal property taxes on structures or improvements added by the LESSEE or any other entity occupying the Property pursuant to this Agreement.

If the effective date of this Agreement is after April 1 of a given tax year, taxes for the Property and Premises will be prorated for the tax year during which the parties entered into this Agreement.

Remainder of Page is Blank; Signatures Follow on Next Page

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

TOWN OF HUDSON

By:		
	Authorized Signatory	
Name:		
Its:		
Date:		

LESSEE: CELLCO PARTNERSHIP d/b/a Verizon Wireless

BY:_____

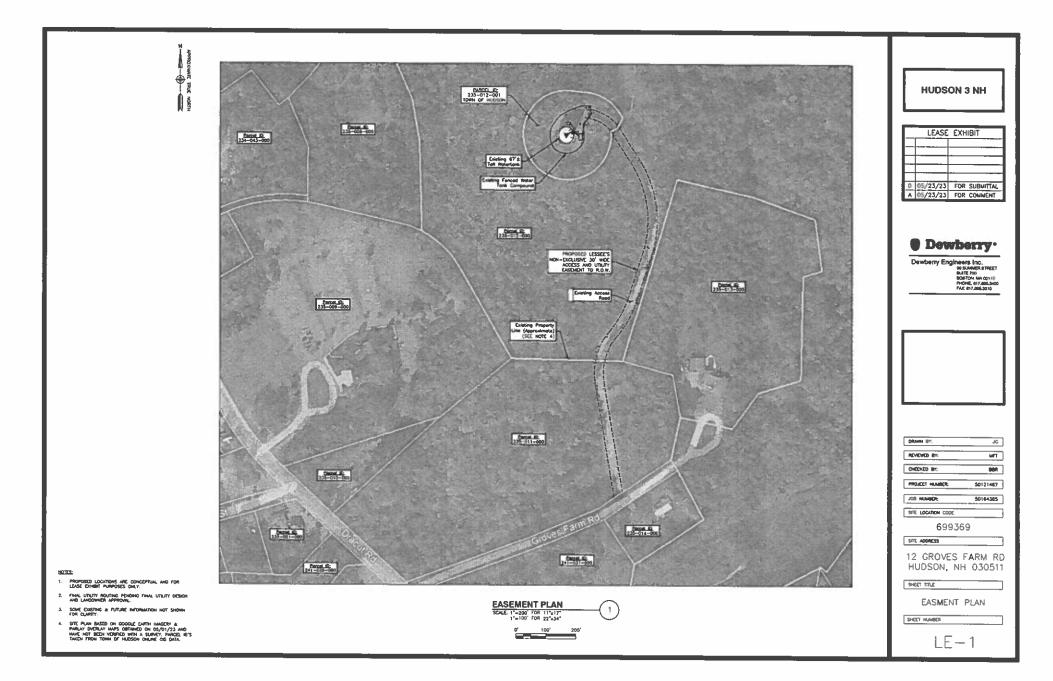
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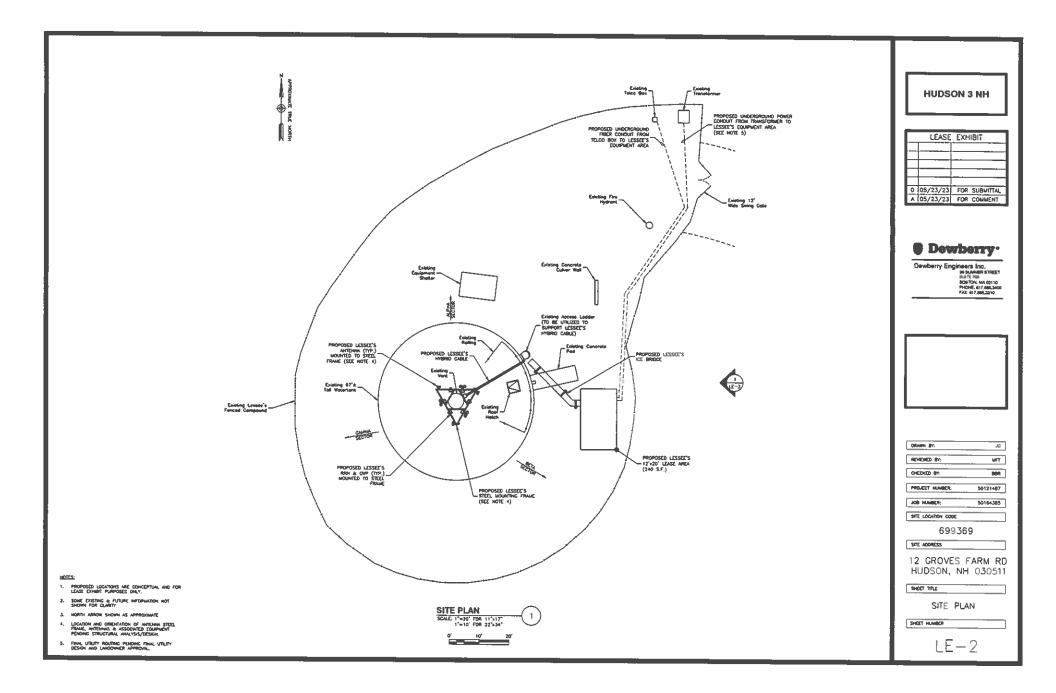
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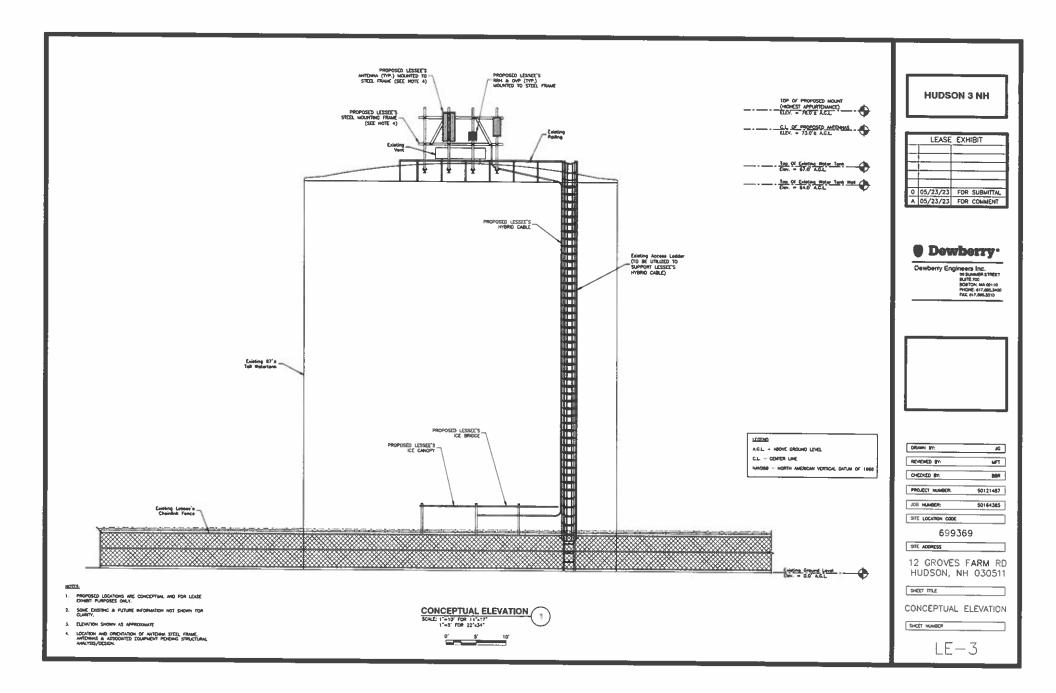
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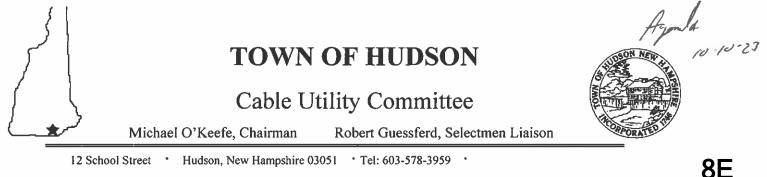
EXHIBIT "A"

-13-









To: Board of Selectmen

From: James S. McIntosh Director of Community Media

Date: October 5, 2023

Re: HCTV Staffing Restructuring



OCT 0 5 2023

TOWN OF HUDSON SELECTMENS OFFICE

I, James McIntosh, the Director of Community Media, am requesting that the Board of Selectmen consider the following:

I am seeking approval to start a restructuring of the HCTV staffing structure to minimize the future impact of decreasing revenue with the reductions of paid subscription to cable services as people switch away from cable to streaming. This should help keep HCTV operational until Congress, hopefully, acts to preserve public access broadcast service stations.

Currently we have:

HCTV Director
2- Full time Production Coordinators
1 – Part time HCTV Assistant
4- part time videographers to cover Board and Committee meetings and cover remote events

Going forward we would like to begin transitioning to:

HCTV Director

1-Full time Senior Production coordinator

1-Full time Production Assistant -duties to include 1-2 Govt meeting coverage per week

1-Part time HCTV Assistant- duties to include 1-2 Govt meeting coverage per week

(Coverage of government meetings by other staff as needed will allow the absorption of the Videographer position into other positions and remove the 4-hour minimum compensation per meetings covered)

We would also like to turn your attention to the meetings we currently cover and consider that we may be requesting cessation of coverage for certain lower priority board or committee meetings such as Sustainability Cte, Ethics Cte, Benson Park Cte, Recreation Cte, Cable Utility Committee etc., We look forward to any suggestions the Board can offer.

Thank you for your consideration and support.

James McIntosh Director of Community Media

TOWN OF HUDSON

Finance Department

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

RECEIVED OCT 0 5 2023

8F

TOWN OF HUDSON SELECTMENS OFFICE

To:Board of SelectmenSteve Malizia, Town Administrator

From: Lisa Labrie, Finance Director

Date: October 5, 2023

Subject: 2023 Tax Rate

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

Attached please find documentation for setting the Town of Hudson's 2023 Tax Rate. If the Board of Selectmen uses \$900,000 of the Town's \$8,217,956 Unassigned Fund Balance the tax rate would be approximately \$15.94 per thousand. This tax rate represents an 8.5% or \$1.25 increase over last year's rate of \$14.69 per thousand.

Using \$900,000 of the surplus, from the Unassigned Fund Balance, would leave a surplus balance of \$7,317,956. This balance would be equal to 8.3% of Fiscal Year 2024 gross appropriations.

Motion: To authorize the use of \$900,000 of the Town's \$8,217,956 Unassigned Fund Balance in support of a tax rate of approximately \$15.94 per thousand as recommended by the Finance Director

Town of Hudson, NH 2023 Tax Rate Calculation

	2022 Tax <u>Calculation</u>	2022 Tax <u>Rate</u>	2023 Tax <u>Calculation</u>	2023 Tax <u>Rate</u>	Tax Rate Incr/(Decr)
<u>Town of Hudson</u>					
Gross Appropriations	44,727,847	\$9.38	40,846,556	\$8.29	(\$1.09)
Less: Revenues	(24,003,734)	(\$5.03)	(17,989,541)	(\$3.65)	\$1.38 [´]
Less: Shared Revenues					
Add: Overlay	300,000	\$0.06	300,000	\$0.06	(\$0.00)
War Service Credits	790,500	\$0.17	796,800	\$0.16	(\$0.00)
Net Town Appropriations/Approved Tax Effort	21,814,613	\$4.58	23,953,815	\$4.86	\$0.28
<u>School</u>					
Net School Budget (Gross Approp Revenue) Regional School Apportionment	52,889,379	\$11.09	58,482,549	\$11.87	\$0.77
Less: Adequate Education Grant	(8,742,791)	(\$1.83)	(8,178,027)	(\$1.66)	\$0.17
State Education Taxes	(4,653,493)	(\$0.98)	(6,136,479)	(\$1.25)	(\$0.27)
Approved Local School Tax Effort	39,493,095	\$8.28	44,168,043	\$8.96	\$0.68
State Education					
State Education Tax	4,653,493	\$1.02	6,136,479	\$1.29	\$0.28
County					
Due to County Less: Shared Revenues	3,862,375		4,055,494		
			_		
Approved County Tax Effort	3,862,375	\$0.81	4,055,494	\$0.82	\$0.01
Total Property Taxes Assessed	69,823,576	\$14.69	78,313,831	\$15.94	\$1.25
Tax Rate % Change	L	-31.3%		8.5%	
Net Valuation	4,768,015,119		4,928,386,656		160,371,537
Net Valuation w/o Utilities	4,581,821,419		4,741,298,156		159,476,737

Town of Hudson, NH Unassigned Fund Balance (UFB)

Unassigned Fund Balance 6/30/2023	\$8,217,956	9.3%
Use of Fund Balance to Reduce Taxes 2023 Taxes	(\$900,000)	
Projected Unassigned Fund Balance 6/30/2023	\$7,317,956	8.3%
Gross Appropriations (per DRA)		
Town Gross Appropriations	40,846,556	
Less Enterprise Funds - Sewer	(2,177,381)	
Less Enterprise Funds - Water	(4,526,001)	
Net Local School Budget	58,482,549	
Less: Adequacy Aid	(8,178,027)	
Due to County	4,055,494	
FY24 Gross Appropriations	88,503,190	
Recommended Retainage of Surplus		
5%	4,425,160	
8%	7,080,255	
10%	8,850,319	
17%	15,045,542	

Agenda 11-10-2 TOWN OF HUDSON FIRE DEPARTMENT 39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051 RECEIVED Emergency 911 Scott Tice Chief of Department **Business** 603-886-6021 8G SEP 26 2023 Fax 603-594-1164 TOWN OF HUDSON SELECTMENS OFFICE TO: Marilvn McGrath Chairperson, Board of Selectmen Scott Tice Fire Chief FR: DT: September 25, 2023

RE: October 10, 2023 BOS Public Agenda – Donation Acceptance

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

We received notice from Elliot Hospital as part of SolutionHealth of their intent to provide \$10,000 in funding towards the purchase of ZOLL Z Ventilators for the Hudson Fire Department. These ventilators will help reduce pre-hospital and in hospital intubation rates with the ability to bring bilevel positive airway pressure (BiPAP) into the field.

I would like to recognize Lieutenant/Paramedic Zachary Whitney who took the initiative to lead this project and coordinate the partnership to assist with funding.

We would request the Board of Selectmen accept this donation with thanks. Upon your acceptance we will forward them a thank you for this donation.

Motion:

To authorize the Fire Chief to accept \$10,000.00 in funding from Elliot Hospital as part of SolutionHealth towards the purchase of ZOLL Z Ventilators.

TOWN OF HUDSON

Finance Department

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

To:Board of SelectmenSteve Malizia, Town Administrator

From: Lisa Labrie, Finance Director

Date: September 26, 2023

Subject: Ventilator Purchase from ZOLL Medical Corporation with a Service Plan

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

Recommendation:

To award the purchase of three (3) ventilators from ZOLL Medical Corporation for use on our ambulances and a five (5) year service plan to maintain them. Recommended by the Fire Chief and Finance Director.

Information:

The project was vetted by the EMS Committee to assist in reducing pre-hospital and in-hospital intubation rates with the ability to bring bi-level positive airway pressure (BiPAP) into the field. The cost of the ventilators includes lifetime training and a five (5) year service agreement.

Financial:

The EMS Revolving Fund currently has a fund balance of \$242,590. The cost of this purchase will be supplemented by a donation from Elliot Hospital, as part of SolutionHealth, for \$10,000 should the Board choose to accept it.

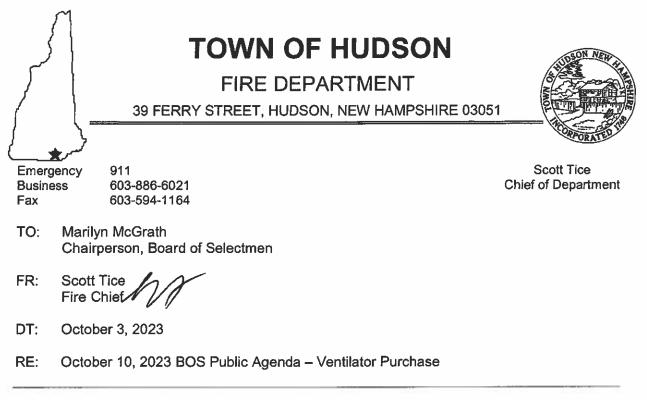
Motion 1: To authorize the Fire Chief to accept a \$10,000 donation from Elliot Hospital as part of SolutionHealth towards the purchase of three (3) ZOLL Z Ventilators.

Motion 2: To waive Chapter 98-7 Bidding Procedure of the Hudson Town code for the purpose of purchasing three (3) Z Vent Portable Ventilators, associated equipment and a five (5) year service plan. ZOLL Medical is a sole source for this equipment.

Motion 3: To authorize the Fire Chief to purchase three (3) Z Vent Portable Ventilators, associated equipment and five (5) year service plan from ZOLL Medical Corporation in the amount of \$46,225.31.

RECEIVED TOWN OF HUDSON SELECTMENS OFFICE

8H



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

The department has been researching ventilators over the past several months. Ventilators have become the gold standard of care for CPAP, Bi-Level Positive Airway Pressure (BiPAP) and mechanical ventilation. The purchase of three (3) ventilators would help bring our residents and patients better care which would help save the lives of the citizens and visitors in Hudson.

This project was vetted by our EMS Committee prior to coming to my office for consideration. After an analysis of ventilators available, the committee recommends the ZOLL Z Vent from ZOLL Medical Corporation. This particular ventilator will be the best option for the department and assist in reducing pre-hospital and in hospital intubation rates with the ability to bring bi-level positive airway pressure (BiPAP) into the field.

Ventilators are an amazing tool that have been proven to save lives. The cost for the three (3) ventilators which includes shipping and handling, lifetime training and a five-year service agreement for each unit would be \$56,225.31. The five-year service agreement would start after the first year of service. While there is an initial high cost to purchase this equipment, its ability to save a life is consequential. This purchase would be funded out of the EMS Revolving Fund, supplemented with \$10,000.00 in funding from Elliot Hospital as part of Solution Health if approved by the board.

This device is only sold by ZOLL Medical and not available through other vendors. Should the board concur with my recommendation, the following motions would be appropriate.

Motion #1:

To waive Chapter 98-7 Bidding Procedure of the Hudson Town Code for the purpose of purchasing three (3) Z Vent ® Portable Ventilators, associated equipment, and five (5) year service plan.

Motion #2:

To authorize the Fire Chief to purchase three (3) Z Vent ® Portable Ventilators, associated equipment, and five (5) year service plan from ZOLL Medical Corporation in the amount of \$56,225.31.



Quote No: Q-55712 Version: 6

Hudson Fire Department 15 Library St Hudson, NH 03051

ZOLL Customer No: 113318

Zachary Whitney 978-888-1296 zwhitney@hudsonnh.gov

ZOLL Medical Corporation

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

> > Quote No: Q-55712 Version: 6

Issued Date: October 3, 2023 Expiration Date: December 31, 2023

Terms: 36 monthly payments at 0% Starting Net 30

FOB: Shipping Point

Freight: Prepay & Add

Prepared by: Cody Ardagna Vent Territory Manager cardagna@zoll.com +1 9788527761

ltem	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8660-001400-01	Z Vent® Portable Ventilator, Basic Includes: 1 each: Circuit, Vent, Single Limb, WYE, Adult/Pedi, 1 each: Circuit, Vent, Single Limb, WYE, Infant, 1 Assembly Oxygen Hose 6" Long, 2 each: Filter, Foam, Inlet, 108" dia X 1/2" Long, Individually Bagged, 2 each: Filter, Disk, Fresh Gas/Emergency Air Intake, Individually Bagged, 1 Power Cord, 6" 18AWG 3 SPT-2, NEMA 5- 15P, IEC60320-C5 (Check MFR), 1Power Supply, 100-240 VAC, 100W, 24V, 42A, IEC 320 & DT7L Plugs.	3	\$15,219.00	\$11,109.87	\$33,329.61
2		703-0731-27	Ventilator Carrier (White), Eagle II	3	\$468.00	\$374.40	\$1,123.20
3		8000-001468-03	ZOLL Ventilator Rescue Backpack, G3 Quicklook Blue	3	\$262.00	\$209.60	\$628.80
4		820-0132-00	Test Lung, plastic/ Silicone	3	\$203.00	\$162.40	\$487.20
5		8778-89005-WF-V	Vent - Worry-Free Service Plan - 5 Years At Time of Sale Includes: Annual preventive maintenance, Lithium- ion and coin battery replacement, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. ACCIDENTAL DAMAGE COVERAGE - Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage.	3	\$7,600.00	\$6,840.00	\$20,520.00

Subtotal: \$56,088.81



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Hudson Fire Department Quote No: Q-55712 Version: 6

Estimated Shipping & Handling: \$136.50

Total: \$56,225.31

Additional Language

WF Warranty billed annually starting net 365 for devices shipping

UCC Financing Statement

By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/about-zoll/invoice-terms-and-conditions and for software products can be found at https://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at https://www.zoll.com/SSPTC and for hosted software products can be found at https://www.zoll.com/SSPTC and for hosted software products can be found at https://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.

2. This Quote expires on December 31, 2023. Pricing is subject to change after this date.

3. Applicable tax, shipping & handling will be added at the time of invoicing.

4. All purchase orders are subject to credit approval before being accepted by ZOLL.

5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.

6. All discounts from list price are contingent upon payment within the agreed upon terms.

7. Place your future accessory orders online by visiting www.zollwebstore.com.



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

Hudson Fire Department Quote No: Q-55712 Version: 6 Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Order Information (to be completed by the customer)

[] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[] Yes PO Number: _____ PO Amount: _____ (A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Hudson Fire Department Authorized Signature:

Name:	
Title:	
Date:	



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

Hudson Fire Department Quote No: Q-55712 Version: 6 Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

<u>SECURITY AGREEMENT</u> <u>Equipment + Basic</u>

This Security Agreement, made and entered in this ______ day of ______ by and between ZOLL Medical Corporation, located at 269 Mill Rd Chelmsford, MA 01824, (hereinafter "Secured Party") and ______ with headquarters located at ______

and if a legal person or registered, incorporated, formed or otherwise organized in or under the laws of the [state] of _____, (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

II COLLATERAL

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof.

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A.

III DEBTOR'S OBLIGATIONS

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
 - (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state of Incorporation (if a registered entity),
 - (4) Change(s) in state of residence (if an individual),
 - (5) Change(s) in name of Debtor's business.
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations.

IV DEFAULT

The following shall constitute a default by Debtor:



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Hudson Fire Department Quote No: Q-55712 Version: 6

Non-payment: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

Breach: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement

Insolvency: The dissolution, termination of existence, \suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

V SECURED PARTY'S RIGHTS AND REMEDIES

- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and:
 - (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V; and
 - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
 - (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
 - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

- A. Debtor Agrees and Affirms
 - (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

Hudson Fire Department Quote No: Q-55712 Version: 6 Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

- (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
- (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from.
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.
- B. Mutual Agreements
 - (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
 - (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
 - (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
 - (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
 - (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.
- C. Form of Debtor's Business
 - (1) Debtors represents and warrants as follows: Debtor's business is (circle one);

a. Registered Organization b. Unregistered Organization c. Individual

(a) If a. Registered Organization: State where Incorporation/Formed ______.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _______.

(c) If c. Individual: State or States of Residence (include all states) _____, ____, _____.
 - Registered Organizations include: Includes corporations, limited liability corporations and registered limited partnerships.
 - Unregistered Organizations include: Partnerships.

- Onregistered Organizations include. Father
- Individuals Include: Sole Proprietorships
- D. Further Assurances.
 - (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein.
 - (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement.



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

- Hudson Fire Department Quote No: Q-55712 Version: 6
 - (3) This Agreement is governed by the laws of the Commonwealth of Massachusetts, with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement.

VIII INDEMNITY

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

IX MISCELLANEOUS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(Signature Page Follows)

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

DEBTOR NAME

BY:

(Print name)

BY:

(Print name)

(Signature and Title)

(Signature and Title)

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269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

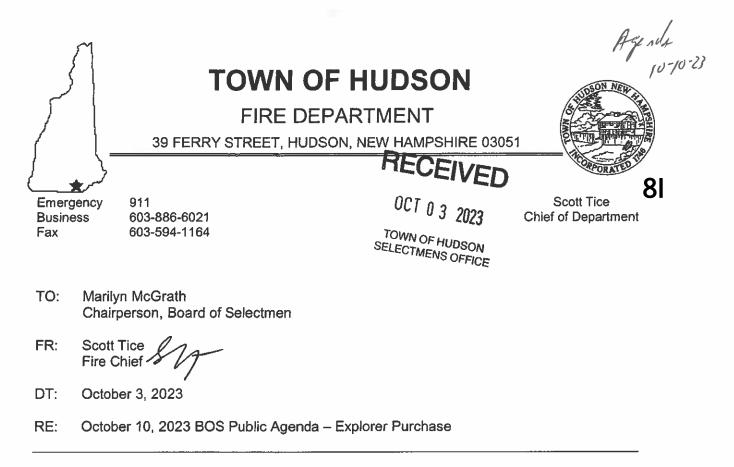
Hudson Fire Department Quote No: Q-55712 Version: 6

SECURED PARTY NAME

BY:

(Gary Schaefer - Credit Manager)

ACCEPTED at Creditor City, State, this _____ day of _____,20____.



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

The Fire Department is requesting the ability to utilize \$583.50 of donation monies for purchasing fifteen (15) t-shirts and fifteen (15) polo shirts for our Explorers.

The last purchase of t-shirts and polo shirts was done in December of 2019. Those members need replacements and our new members need to be outfitted.

Motion:

To authorize the Fire Chief to withdraw \$583.50 from the Fire Department donation account (4557) to be used to purchase t-shirts and polo shirts for the Explorers.

Agenlo, 10-10-23

Town of Hudson

Revenues and Expenditures

Through September 30, 2023

	Appropriations and Revenue Summary											
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										<u>.</u>		
A			Budget	Prior Year	Budget and	Available	Expended		Balance			
State #	Dept #	Department	FY 2024	Encumbered	PY Adjustmts	Appropriation	To Date	Encumbered	Available	Ехре		
01	General Fund											
4199	5020	Trustees of Trust Funds	2,994		0	2,994	907	0	2,087			
4195	5025	Cemetery Trustees	1,250		0	1,250	0	0	1,250			
4140	5030	Town Clerk/Tax Collector	424,803		0	424,803	101,387	1,646	321,770			
4140	5041	Moderator	42,616		0	42,616	1,750	10,800	30,066			
4140	5042	Supervisors of The Checklist	6,286		0	6,286	22	0	6,264			
4199	5050	Town Treasurer	8,074		0	8,074	2,018	0	6,056	1999 d		
4199	5055	Sustainability Committee	1,300		0	1,300	375	0	925			
4520	5063	Benson Park Committee	1,100		0	1,100	193	0	907			
4199	5070	Municipal Budget Committee	800		0	800	0	70	730			
4140	5077	IT - Town Officers	4,170		0	4,170	835	0	3,335			
4199	5080	Ethics Committee	100		0	100	0	0	100			
		Town Officers	493,493	0	0	493,493	107,486	12,516	373,491			
4130	5110	Board of Selectmen/Administration	408,448	1,685	0	410,133	92,456	2,099	315,578	· · · · · · · · · · · · · · · · · · ·		
4194	5115	Oakwood	2,275		0	2,275	769	0	1,506			
4194	5120	Town Hall Operations	107,321		0	107,321	28,201	0	79,120			
4442	5151	Town Poor	65,000		0	65,000	4,027	0	60,973			
4130	5177	IT - Town Administration	800		0	800	240	0	560			
	7-74	Administration	583,844	1,685	0	585,529	125,693	2,099	457,737			
4153	5200	Legal	120,000		0	120,000	21,234	46,986	51,780			
4150	5310	Finance Administration	190,919		0	190,919	62,741	16,521	111,657			
4150	5320	Accounting	339,563		4,472	344,035	78,367	1,030	264,638			
4150	5377	IT - Finance	2,759		0	2,759	1,300	1,050	1,459			
		Finance	533,241	0	4,472	537,713	142,408	17,551	377,754			
4150	5330	Information Technology	774,036		13,463	787,499	280,231					
							280,231	9	507,259			
e here de		Information Technology	774,036	0	13,463	787,499	280,231	9	507,259			
4152	5410	Assessing Department	466,104	33,695	4,574	504,373	123,543	20,578	360,252			
4152	5477	IT- Assessing	1,200	0	0	1,200	360	500	340			
		Assessing	467,304	33,695	4,574	505,573	123,903	21,078	360,592			
4312	5515	Public Works Facility	61,252		0	61,252	11,861	1,944	47,447			
4312	5551	Public Works Administration	313,255		2,609	315,864	69,712	742	245,410			
4312	5552	Streets	3,640,579		47,611	3,688,190	769,370	1,106,684	1,812,136			
4312	5553	Equipment Maintenance	503,608		7,329	510,937	129,383	31,641	349,914			
4312	5554	Drainage	670,079		30,936	701,015	177,159	14,059	509,797			
4522	5556	Parks Division	243,845		3,297	247,142	47,481	16,937	182,724			
4312	5577	IT - Public Works	4,290		0	4,290	3,274	0	1,016			
		Public Works	5,436,908	0	91,782	5,528,690	1,208,238	1,172,006	3,148,445			

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				Appropriations	and Revenue Summa	ry .				
	1			Month Ending: A	s of September 30, 20)23				
			D. L.							
State #	Dept #	Department	Budget	Prior Year	Budget and	Available	Expended		Balance	
	·		FY 2024	Encumbered	PY Adjustmts	Appropriation	To Date	Encumbered	Available	Expend
4191	5277	IT - LUD	6,330		0	6,330	1,410	0	4,920	2
4191	5571	LUD - Planning	385,118		6,971	392,089	94,651	105	297,333	2
4191	5572	LUD - Planning Board	8,350		0	8,350	985	0	7,365	
4191	5581	LUD - Zoning	227,834		5,290	233,124	60,492	2,872	169,760	2
4191	5583	LUD - Zoning Board of Adj	16,500	[0	16,500	3,981	10,472	2,047	5
4311	5585	LUD - Engineering	433,718		13,794	447,512	107,368	19,046	321,098	
		Land Use	1,077,850	0	26,054	1,103,904	268,888	32,494	802,522	2
4210	5610	Police Administration	385,840							······································
4210	5615	Police Facility Operations		10.000	5,073	390,913	68,708	24,257	297,948	2
4210	5620	the second se	296,892	10,000	0	306,892	61,342	13,715	231,835	2
4210	5630	Police Communications	865,535		0	865,535	213,323	1,058	651,155	2
4210	5640	Police Patrol	7,428,749	9,432	169,735	7,607,916	1,715,837	91,968	5,800,111	
4414	5650	Investigations	15,226	7,586	0	22,812	2,073	9,586	11,153	-
4414		Animal Control	136,928	0	7,438	144,366	33,743	402	110,221	2
	5660	Information Services	192,535		0	192,535	41,885	0	150,650	2
4210	5671	Support Services	95,023	3,095	0	98,118	23,482	19,019	55,616	4
4210	5672	Crossing Guards	70,703		0	70,703	3,372	0	67,331	
4210	5673	Prosecutor	396,939		18,985	415,924	85,208	9	330,706	2
4210	5674	Debt Service	518,532		0	518,532	396,016	0	122,516	7
4210 5	5677	IT - Police	94,871		0	94,871	63,232	4,441	27,198	7
		Police	10,497,773	30,113	201,230	10,729,117	2,708,222	164,454	7,856,441	27
4220	5710	Piu Al III a d								
4220		Fire Administration	809,652		19,124	828,776	174,484	16,023	638,269	2
4220	5715	Fire Facilities	149,418	875	0	150,293	37,068	9,661	103,564	3
	5720	Fire Communications	422,701	6,877	(20)	429,558	122,821	184,956	121,781	7
4220	5730	Fire Suppression	6,322,020	16,823	21,736	6,360,579	1,620,202	174,789	4,565,588	2
4220	5740	Fire Inspectional Services	509,024		11,494	520,518	119,849	2,055	398,614	2
4220	5765	Fire Alarm	3,000		0	3,000	39	100	2,861	
4220	5770	Emergency Management	86,868		0	86,868	69,219	0	17,649	8
4220	5777	IT - Fire	45,528	2,970	0	48,498		12,420	(97)	10
		Fire	8,348,211	27,545	52,334	8,428,090	2,179,857	400,004	5,848,229	3
4520	5810	Recreation Administration	158,669	0	0	158,669	41,316	88		
4520	5814	Recreation Facilities	68,874	0	0	68,874	15,777	161	117,264	2
4520	5821	Supervised Play	122,463	0	0	122,463	108,724	1,012	52,936	2
4520	5824	Ballfields	11,842	0	0	11,842	3,915	1,012	12,727	9
4520	5825	Tennis	1,500	0	0	1,842	3,915	19 10 1 10 10 10 10 10 10 10 10 10 10 10 1	7,927	3
4520	5826	Lacrosse	8,506	0	0	8,506	430	0	1,500	
4520	5831	Basketball	51,384	0	0	the second secon		0	8,076	
4520	5834	Soccer	13,314	0	0	51,384	386	1,975	49,023	
4520	5835	Senior Activities Operations	63,995	0	0	13,314	6,419	1,597	5,299	6
4520	5836	Teen Dances	1,200			63,995	14,064	3,637	46,294	
4520	5839	Community Activities		0	0	1,200	0	0	1,200	
4520	5877	IT - Recreation	9,190	0	0	9,190	0	1,200	7,990	I
4520	3011		6,865	0	0	6,865	1,631	0	5,234	2.
)		Recreation	517,802	0	0 i	517,802	192,661	9,670	315,470	3

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				and the second sec	of Hudson, NH					
					and Revenue Summa					
				Month Ending: A	s of September 30, 20	23				
			Budget	Prior Year	0.1					
State #	Dept #	Department	FY 2024		Budget and	Available	Expended		Balance	
	Depr #	Department	FT 2024	Encumbered	PY Adjustmts	Appropriation	To Date	Encumbered	Available	Expe
4196	5910	Insurance	590,938			500.000				
4199	5920	Community Grants	104,884		0	590,938	605,887	0	(14,949)	1
4583	5930	Patriotic Purposes	5,600		0	104,884	100,490	0	4,394	
4199	5940	Other Expenses	149,169		0	5,600	4,100	0	1,500	
4220	5960	Hydrant Rental	276,971		0	149,169	4,898	637	143,634	
4321	5970	Solid Waste Contract			0	276,971	46,162	0	230,809	
4521	5970	Non-Departmental	2,240,383		0	2,240,383	423,186	1,819,246	(2,049)	1
		Non-Departmental	3,367,945	0	0	3,367,945	1,184,723	1,819,883	363,339	
	General Fund Approp	priation Subtotal	32,218,407	93,038	393,908	32,705,354	8,543,545	3,698,750	20 4/2 020	
	Warrant Articles			70,000	575,703	52,705,554	0,543,545	3,098,750	20,463,059	37
4194	6013	Generator Replace/Repair	30,000		0	30,000	20.000			
4901	6015	Widening Lowell Rd from Wason 1	0	1,285,754	0	1,285,754	30,000	0	0	1
4901	6032	Development of Benson Property	10,000	1,202,74	0	1,285,754	27,837	2,725,489	(1,467,572)	2
4152	6040	Future Prop. Revaluation CRF	25,000		0	25,000	25,000	0	0	
4210	6056	Hire New Police Officer	126,147	0	(126,147)	0	23,000	0	0	10
4220	6057	Fire Apparat Refub & Repr CRF	25,000	V	(120,147)	25,000		0	0	
4130	6060	Police, Fire, Town Super Control	190,118	0	(190,118)	23,000	25,000	0	0	1(
4130	6062	Public Works Union Contract	81,628	V		0	· · · · · · · · · · · · · · · · · · ·	0	0	
4210	6073	Estab. Police Safety Equipment CF	100,000		(81,628)		0	0	0	
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000		0	100,000	100,000	0	0	[
4721	6102	Bond - Interest	15,000		0	15,000	15,000	0	0	Н
4903	6210	Police Facility Expan and Reno	0	4,036,562	0	0	0	0	0	
4915	6201	Commun Equip & Infrast CRF	0	4,050,502	0	4,036,562	1,212,163	2,824,399	0	10
4909	6211	Bridge Repair State	0	4,823	0	0	0	0	0	
4909	6212	Taylor Falls & Veteran Bridge Reh	0	2,206		4,823	4,787	36	0	10
4199	6318	Energy Efficiency CRF	0	2,200	0	2,206	2,206	17,800	(17,800)	9(
0000	6434	Operating Transfer to Library	0		0	0	0	0	0	
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	342,449	0	(342,449)	
0000	General Fund Warr		602,893	5,329,345	(397,893)	5,534,345	52,753	0	(52,753)	
				0,040,040	(377,053)	3,334,343	1,847,195	5,567,724	(1,880,574)	13
	General Fund Tot	al Budget	32,821,300	5,422,383	(3,984)	38,239,699	10,390,740	9,266,474	18,582,485	5
02	Sewer Fund									
4326	5561	Sewer Billing & Collection	177 733						·····	
4326	5562	The second secon	176,531			176,531	83,571	8,227	84,734	5
4326	5564	Sewer Operation & Maintenance	1,298,472	220,754		1,519,226	323,548	98,878	1,096,800	2
4326	6095	Sewer Capital Projects	700,000			700,000	0	0	700,000	
4320	0093	Vaccon Truck Cap Rsrv Fund Sewer Fund	15,000			15,000	15,000	0	0	10
03	Water Fund	Sewer Funu	2,190,003	220,754	0	2,410,757	422,119	107,105	1,881,533	2
4332	5591	Water - Administration	213.107			**************************************				
4332	5592	Water - Ops & Maintenance	317,184	100.610		317,184	133,749	26,512	156,924	
4335	5593	Water - Ops & Maintenance Water - Supply	1,762,303	382,032		2,144,335	633,060	1,024,107	487,168	
4332	5594	Water - Debt Service	1,306,108	50,139		1,356,247	210,375	282,833	863,039	
- 17 m ² m		Water Fund		175.171		1,140,406	67,703	0	1,072,703	
		**************************************	4,526,001	432,171	0	4,958,172	1,044,886	1,333,452	2,579,833	

				Town	of Hudson, NH					- 11 - M
			- 1 v br de	Appropriations	and Revenue Summa	ry .				
		······································		Month Ending: A	s of September 30, 20	23				
State #	Dept #	Department	Budget FY 2024	Prior Year	Budget and	Available	Expended		Balance	9
04		1 1010000000000000000000000000000000000		Encumbered	PY Adjustmts	Appropriation	To Date	Encumbered	Available	Expende
04	5060 5586	Library Conservation Commission	1,256,499	11,099		1,267,598	286,060	13,673	967,865	245
00	3380	Conservation Commission	52,753	28,000		80,753	329,252	28,000	(273,499)	4421
			1,309,252	39,099	0	1,348,351	615,312	41,673	694,366	499
Total General, Sew	er. Water Funds		40,846,556	6,114,407	(3,984)	46,956,979	12,473,057	10 340 504		
			40,040,000 2	0,114,407	(3,704)	+0,930,979	12,473,037	10,748,704	23,738,218	492
			Budgeted		Supplemental	Adjusted		Use of Fund		
			Revenue		Budget	Revenue	Revenues	Balance	Balance	
	General Fund Rever	ive	32,171,032			32,171,032	4,142,894	0	28,028,138	13%
	Sewer Fund Revenu	e .	2,182,004			2,182,004	305,574	0	1,876,430	
			1			2,102,004	300,074		1,870,430	14%
2	Water Fund Revenu	e	4,536,001			4,536,001	1,025,580	0	3,510,421	23%
Fotal General, Sew	er, Water Funds Reven	lue	38,889,037	0	0	38,889,037	5,474,048	0	33,414,989	14%
Other Funds										leddar - to a second
State #	Dept #	Department	FY 2024	Encumbered	PY Adjustmts	Appropriation	Expended To Date	Encumbered	Available	Expended
4	5630	Police Forfeiture Fund	0	4,736	0	4,736	837	4,736	(837)	118%
35	5845	Senior Activities Revolving Fund	0			0	57,540	0	(57,540)	0%
45	5045	Community TV Revolving Fund	0			0	94,397	499	(94,896)	100%
50	5750	EMS Revolving Fund	378,850		Luc	378,850	46,104	213,471	119,276	69%
		Other Funds	378,850	4,736	0	383,586	198,878	218,706	(33,998)	109%
			Budgeted		Supplemental	Adjusted		Use of Fund		
			Revenue		Budget	Revenue	Revenues	Balance	Balance	
	Sr. Revolving Fund		0			0			(36,691)	0%
	Community TV Reve	olving Fund	0			0	93,457		(93,457)	0%
	EMS Revolving Fun	d	0			0	59,778		(59,778)	0%
Sector 15									(37,110)	
fotal Expenditures	All Funds		41,225,406	6,119,143	(3,984)	47,340,565	12,671,936	10,967,410	23,704,220	50%

Run: 10/04/23 3:46PM		Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024							
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll			
General	l Fund								
01-0000-4913-000-000	Transfer from Land Use Change Fund	0.00	0.00	0.00	0.00	0.000			
1-0000-4914-000-000	Library Revenue	1,677.00	0.00	0,00	1,677.00	0.000			
1-3110-4100-000-000	General Property Taxes	21,843,262.00	10,244.75	10,244.75	21,833,017.25	0.047			
1-3110-4101-000-000	Overlay	-328,649.00	0.00	1,310,469.37	-1,639,118.37				
1-3185-4120-000-000	Yield Taxes and Interest	8,000.00	0.00	4,480.68	3,519.32	56.009			
1-3186-4115-000-000	In Lieu of Taxes	12,816.00	0.00	0.00	12,816.00	0.000			
1-3189-4121-000-000	Excavation Activity Tax	5,000.00	0.00	0.00	5,000.00	0.000			
1-3189-4127-000-000	Boat Tax	8,000.00	106.00	1,522.32	6,477.68	19.029			
1-3190-4203-000-000	Charges on Property Taxes	5,000.00	80.79	-967.02	5,967.02	-19.340			
1-3190-4204-000-000	Interest on Property Taxes	160,000.00	2,616.99	15,054.97	144,945.03	9.409			
1-3220-4201-000-000	Motor Vehicle Permits	5,600,000.00	485,952.50	1,509,449.80	4,090,550.20	26.954			
1-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	700.00	3,540.00	11,460.00	23.600			
1-3230-4218-000-000	Building Permits	280,000.00	102,259.82	162,002.62	117,997.38	57.858			
1-3230-4381-000-000	Septic Inspection Fees	6,000.00	800.00	1,500.00	4,500.00	25.000			
1-3290-4209-000-000	Excavation Permits	5,000.00	75.00	375.00	4,625.00	7.500			
1-3290-4214-000-000	Driveway Permits	2,000.00	300.00	600.00	1,400.00	30.000			
1-3290-4217-000-000	Health Permits	0.00	100.00	250.00	-250.00	0.000			
1-3290-4221-000-000	Pistol Permits	2,500.00	30.00	110.00	2,390.00	4.400			
1-3290-4233-000-000	Oil Burner/Kerosene Permits	0.00	0.00	300.00	-300.00	0.000			
-3290-4238-000-000	Police Alarm Permit	2,800.00	225.00	855.00	1,945.00	30.536			
-3290-4239-000-000	Fire - Place of Assembly	2,000.00	50.00	190.00	1,810.00	9.500			
-3290-4254-000-000	Fire Alarm Permits	1,500.00	16.00	76.00	1,424.00	5.067			
-3290-4312-000-000	Zoning Application Fees	3,000.00	276.38	1,193.20	1,806.80	39.773			
-3290-4313-000-000	Planning Board Fees	120,000.00	0.00	2,808.46	117,191.54	2.340			
-3290-4315-000-000	Sewer Service Permit	3,000.00	100.00	775.00	2,225.00	25.833			
					_,+				

UCC Filings

Notary Fees

Vital Statistics

Police Fines, Court

Animal Control Fines/Fees

01-3290-4321-000-000

01-3290-4322-000-000

01-3290-4323-000-000

01-3290-4325-000-000

01-3290-4326-000-000

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22.286

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61.380

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5,440.00

5,996.00

3,862.00

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Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Col
01-3290-4327-000-000	Parking Violation Fees	1,000.00	0.00	0.00	1,000.00	0.000
01-3290-4328-000-000	Street Acceptance/Opening Fee	0.00	0.00	0.00	0.00	0.000
01-3290-4334-000-000	Construction Inspection Fee	20,000.00	6,340.00	11,472.27	8,527.73	57.361
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	295.00	295.00	805.00	26.818
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	12.00	36.25	1,463.75	2.417
01-3290-4347-000-000	Bad Check Fees	2,500.00	148.53	406.35	2,093.65	16.254
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	350.00	2,450.00	7,550.00	24.500
01-3290-4421-000-000	Marriage Licenses	2,000.00	262.00	507.00	1,493.00	25.350
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	0.00	80.00	920.00	8.000
01-3290-4427-000-000	Articles of Agreement	0.00	0.00	0.00	0.00	0.000
01-3290-4428-000-000	Pole Licenses	0.00	0.00	0.00	0.00	0.000
01-3290-4430-000-000	Scrap Metal License	0.00	0.00	0.00	0.00	0.000
01-3290-4450-000-000	Animal Control Licenses	18,000.00	555.00	1,967.50	16,032.50	10.931
01-3290-4451-000-000	Drain Layers License	1,000.00	0.00	750.00	250.00	75.000
01-3351-4840-000-000	Shared Revenue - Municipal Aid	0.00	0.00	0.00	0.00	0.000
01-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	1,793,865.00	0.00	0.00	1,793,865.00	0.000
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	537,274.00	0.00	164,965.15	372,308.85	30.704
01-3359-4656-000-000	Grants - Police	26,000.00	1,216.22	9,446.02	16,553.98	36.331
01-3359-4657-000-000	Grants - Fire	125,000.00	76,469.27	214,198.64	-89,198.64	171.359
01-3359-4659-000-000	Grants - Other	10,000.00	17,138.42	17,138.42	-7,138.42	171.384
)1-3359-4660-000-000	Grants - Pandemic	0.00	0.00	0.00	0.00	0.000
)1-3379-4300-000-000	Sewer Utility Admin Fee	44,000.00	0.00	44,000.00	0.00	100.000
)1-3379-4301-000-000	Water Utility Admin Fee	66,000.00	0.00	66,000.00	0.00	100.000
1-3401-4324-000-000	Police Record Fees	7,000.00	734.00	2,174.00	4,826.00	31.057
1-3401-4342-000-000	Sale of Checklists	500.00	0.00	0.00	500.00	0.000
1-3401-4708-000-000	Welfare Reimbursement	1,000.00	0.00	0.00	1,000.00	0.000
1-3401-4716-000-000	Cash Over/Short	0.00	10.00	-290.00	290.00	0.000
1-3401-4720-000-000	Police Outside Detail	150,000.00	20,100.47	42,498.11	107,501.89	28.332
1-3401-4721-000-000	Police Outside Detail - Cruiser	0.00	0.00	0.00	0.00	0.000
1-3401-4729-000-000	Contracted Services - Litchfield	30,000.00	0.00	0.00	30,000.00	0.000
1-3401-4730-000-000	Ambulance Billings	400,000.00	0.00	65,027.27	334,972.73	16:257

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Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Col
01-3401-4731-000-000	Charges on Ambulance Receivables	0.00	0.00	-5,263.80	5,263.80	0.000
01-3401-4732-000-000	Fire Incident Reports	500.00	30.00	133.00	367.00	26.600
01-3401-4745-000-000	Cable Franchise Fees	77,000.00	0.00	23,364.79	53,635.21	30.344
01-3401-4746-000-000	Police Testing and Application Fees	0.00	0.00	0.00	0.00	0.000
01-3401-4748-000-000	Insurance Reimbursement	90,000.00	9,059.05	9,736.35	80,263.65	10.818
01-3401-4756-000-000	Misc Rev - Police	500.00	1,950.00	2,043.35	-1,543.35	408.670
01-3401-4757-000-000	Misc Rev - Fire	500.00	0.00	300.00	200.00	60.000
01-3401-4758-000-000	Misc Rev - Recreation	0.00	0.00	0.00	0.00	0.000
01-3401-4759-000-000	Misc Rev - Other	500.00	196_206.47	195,082.74	-194,582.74	###.###
01-3401-4761-000-000	Rec Rev - Basketball	30,000.00	60.00	60.00	29,940.00	0.200
01-3401-4762-000-000	Rec Rev - Supervised Play	97,000.00	0.00	48,783.00	48,217.00	50.292
01-3401-4763-000-000	Rec Rev - Flag Football	3,000.00	0.00	0.00	3,000.00	0.000
01-3401-4764-000-000	Rec Rev - Soccer	30,000.00	-460.00	-820.00	30,820.00	-2.733
01-3401-4765-000-000	Rec Rev - Tennis	1,500.00	0.00	0.00	1,500.00	0.000
01-3401-4766-000-000	Rec Rev - Teen Dances	4,400.00	0.00	0.00	4,400.00	0.000
01-3401-4767-000-000	Rec Rev - Adult Softball	11,895.00	0.00	0.00	11,895.00	0.000
01-3401-4768-000-000	Rec Rev - Lacrosse	6,000.00	0.00	0.00	6,000.00	0.000
01-3401-4769-000-000	Rec Rev - Community Activities	11,000.00	0.00	0.00	11,000.00	0.000
01-3501-4704-000-000	Sale of Town Property	55,000.00	0.00	0.00	55,000.00	0.000
01-3502-4702-000-000	Bank Charges	-10,000.00	-454.00	-2,788.85	-7,211.15	27.889
01-3502-4703-000-000	Interest on Investments	25,000.00	54,977.97	192,609.48	-167,609.48	770.438
01-3503-4373-000-000	Rents of Town Property	3,000.00	0.00	0.00	3,000.00	0.000
01-3508-4556-000-000	Donations - Police	492.07	0.00	0.00	492.07	0.000
)1-3508-4557-000-000	Donations - Fire	0.00	0.00	0.00	0.00	0.000
)1-3508-4558-000-000	Donations - Recreation	0.00	0.00	0.00	0.00	0.000
1-3508-4559-000-000	Donations - Other	0.00	0.00	0.00	0.00	0.000
)1-3914-4996-000-000	Voted from Surplus	100,000.00	0.00	0.00	100,000.00	0,000
1-3915-4922-000-000	From Capital Reserve Fund	0.00	0.00	0.00	0.00	0.000
1-3934-4998-000-000	Proceeds from Bonds	0.00	0.00	0.00	0,00	0.000
1-3939-4999-000-000	Use of Fund Balance	600,000.00	0.00	0.00	600,000.00	0.000

Run: 10/04/23 3:46PM		Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024	Month End Revenue Town of Hudson, NH				
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll	
Totals	General Fund	32,171,032.07	991,500.63	4,142,894.19	28,028,137.88	12.878	

Run: 10/04/23 3:46PM	A	Page: bmckee ReportSorted All				
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sewer	Fund					
02-3190-4180-000-000	Interest on Sewer Utility	15,000.00	53.35	538.37	14,461,63	3.589
02-3190-4181-000-000	Sewer Betterment Interest	728.00	0.00	0.00	728.00	0.000
02-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	0.000
02-3401-4759-000-000	Misc Rev - Other	0.00	0.00	0.00	0.00	0.000
2-3403-4780-000-000	Sewer Base Charges	565,000.00	0.00	141,751.07	423,248.93	25,089
2-3403-4781-000-000	Sewer Consumption Charges	564,765.00	0.00	144,415,49	420,349.51	25.571
2-3409-4783-000-000	Sewer Capital Assessment Other Chg	100.00	0.00	0.00	100.00	0.000
2-3500-4773-000-000	Otarnic Pond Betterment Assessment	24,911.00	0.00	0.00	24,911.00	0.000
2-3500-4782-000-000	Sewer Capital Assessment	50,000.00	10,267,50	18,869,14	31,130.86	37.738
2-3502-4702-000-000	Bank Charges	-3,500.00	0.00	0.00	-3,500.00	0.000
2-3508-4561-000-000	Donations - Sewer	0.00	0.00	0.00	0.00	0.000
2-3509-4786-000-000	Sewer - Other Income/(Expenses)	0.00	0.00	0.00	0.00	0.000
2-3915-4922-000-000	From Capital Reserve Fund	700,000.00	0.00	0.00	700,000.00	0.000
2-3939-4999-000-000	Use of Fund Balance	240,000.00	0.00	0.00	240,000.00	0.000
2-4915-4915-000-000	To Capital Reserve Fund - Sewer	25,000.00	0.00	0.00	25,000.00	0.000
Totals	Sewer Fund	2,182,004.00	10,320.85	305,574.07	1.876,429,93	14.004

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Run: 10/04/23 3:46PM		Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024		Page: bmckee ReportSorted All		
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Wate	er Fund					
03-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	0.00	10,000.00	0.000
03-3290-4394-000-000	Backflow Testing Fees	36,000.00	2,565.00	10,735.00	25,265.00	
03-3290-4395-000-000	Water Hookup Fee	296,000.00	6,669.49	13,824.49	282,175.51	29.819 4.670
03-3290-4396-000-000	Water Service Fees	12,000.00	439.18	1,422.54	10,577.46	4.670
03-3290-4397-000-000	Shutoff/Reconnect Fee	3,500.00	375.00	625.00	2,875.00	17.857
03-3401-4716-000-000	Cash Over/Short	0.00	0.00	23.53	-23.53	0.000
03-3401-4748-000-000	Insurance Reimbursement	0.00	0.00	0.00	-23.53	0.000
03-3401-4759-000-000	Misc Rev - Other	0.00	0.00	0.00	0.00	0.000
03-3402-4390-000-000	Rental Fee - Private Hydrant	65,500.00	5,434.10	16,302.30	49,197.70	24.889
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	19,488.60	58,511,40	
03-3402-4392-000-000	Public Fire Protection	224,000.00	19,480.15	58,547.95	165,452.05	24.985 26.137
03-3402-4790-000-000	Water Base Charges	970,200,00	83.021.83	249,080,20	721,119.80	25.673
03-3402-4791-000-000	Water Usage Charges	2,233,301.00	199,712.70	605,101.20	1,628,199.80	25.075
03-3402-4792-000-000	Fire Access Charges	215,000,00	16,584.67	49,754.01	165,245.99	27.094
03-3402-4799-000-000	Water Sales to Pennichuck	50,000.00	0.00	0.00	50,000.00	0.000
03-3502-4702-000-000	Bank Charges	-2,500,00	0.00	0.00	-2,500.00	0.000
03-3509-4793-000-000	Other Income - Water	10,000.00	150.00	675.00	9,325,00	6,750
03-3915-4922-000-000	From Capital Reserve Fund	60,000.00	0.00	0.00	60,000.00	0.000
03-3939-4999-000-000	Use of Fund Balance	265,000.00	0.00	0.00	265,000.00	0.000
03-4915-4915-000-000	To Capital Reserve Funds	10,000.00	0.00	0.00	10,000.00	0,000
Totals	Water Fund	4,536,001.00	340,928.32	1,025,579.82	3,510,421.18	22.610

Run: 10/04/23 3:46PM		Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024								
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll				
Sr Ac	tivities Revolving Fund									
35-3401-4735-000-000	Misc Rev - Senior Activities	0.00	2,356.00	7,666.00	-7,666.00	0.000				
5-3401-4736-000-000	Membership Fees	0.00	660.00	5,340.00	-5,340.00	0.000				
35-3401-4737-000-000	Senior Rev - Field Trips	0.00	3,134.00	23,685.00	-23,685.00	0.000				
Totals	Sr Activities Revolving Fund	0.00	6,150.00	36,691.00	-36,691.00	0.000				

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Run: 10/04/23 3:46PM		Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024		Page: 8 bmckee ReportSortedRevenue Att			
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll	
Comr	nunity TV Revolving Fund						
45-3401-4745-000-000	Cable Franshise Fees	0.00	0.00	93,457.24	-93,457.24	0.000	
Totals	Community TV Revolving Fund	0.00	0.00	93,457.24	-93,457.24	0.000	

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Run: 10/04/23 3:46PM		Revenue Report Month End Revenue Town of Hudson, NH As Of: September 2023, GL Year 2024								
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll				
EMS	Revolving Fund									
50-0000-4729-000-000	EMS - Contracted Services	0.00	0.00	0.00	0.00	0.000				
50-0000-4730-000-000	EMS - 50% Ambulance Billings	0.00	0.00	65,027.28	-65,027.28	0.000				
50-0000-4731-000-000	EMS - 50% Charges on Amb Billings	0.00	0.00	-5,248.79	5,248.79	0.000				
Totals	EMS Revolving Fund	0.00	0.00	59,778.49	-59,778.49	0.000				

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TOWN OF HUDSON AUTOMOBILE REGISTRATION BY MONTH FISCAL YEARS 2019, 2020, 2021, 2022, 2023, 2024

	July	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	lst half <u>Fiscal Year</u>	<u>January</u>	February	<u>March</u>	<u>April</u>	<u>May</u>	June	2nd half <u>Fiscal Year</u>	Actual Fiscal Year Total	Budget Fiscal Year Total
FY2019	\$429,067	\$457,722	\$389,685	\$464,888	\$471,953	\$454,133	\$2,667,448	\$531,274	\$504,668	\$444,548	\$561,605	\$513,577	\$511,323	\$3,066,993	\$5,734,441	\$5,000,000
vs. Budget	8.6%	17.7%	25.5%	34.8%	44.3%	53.3%	53.3%	64.0%	74.1%	83.0%	94.2%	104.5%	114,7%	61.3%	vs. Budget	114.7%
FY2020	\$437,974	\$485,183	\$410,994	\$530,162	\$446,610	\$470,237	\$2,781,159	\$638,551	\$515,784	\$416,309	\$331,136	\$452,398	\$745,339	\$3,099,517	\$5,880,675	\$5,420,000
vs. Budget	8.1%	17.0%	24.6%	34.4%	42.6%	51.3%	51.3%	63.1%	72.6%	80.3%	86.4%	94.7%	108.5%	57.2%	vs. Budget	108.5%
FY2021	\$516,858	\$430,094	\$461,725	\$494,524	\$440,822	\$489,084	\$2,833,106	\$542,186	\$502,930	\$627,048	\$523,883	\$518,796	\$571,111	\$3,285,953	\$6,119,060	\$5,420,000
vs. Budget	9.5%	17.5%	26.0%	35.1%	43,2%	52.3%	52.3%	62.3%	71.6%	83.1%	92.8%	102.4%	112.9%	60.6%	vs. Budget	112.9%
FY2022	\$433,575	\$488,988	\$450,479	\$504,693	\$429,947	\$435,191	\$2,742,872	\$536,311	\$513,594	\$552,932	\$539,268	\$528,792	\$551,548	\$3,222,444	\$5,965,316	\$5,420,000
vs. Budget	8.0%	17.0%	25.3%	34.6%	42.6%	50.6%	50.6%	60.5%	70.0%	80.2%	90.1%	99.9%	110.1%	59.5%	vs. Budget	110.1%
FY2023	\$462,768	\$505,396	\$453,460	\$563,076	\$441,048	\$474,930	\$2,900,677	\$538,783	\$474,370	\$555,183	\$582,626	\$543,124	\$586,057	\$3,280,142	\$6,180,819	\$5,500,000
vs. Budget	8.4%	17.6%	25.8%	36.1%	44.1%	52.7%	52.7%	62.5%	71.2%	81.3%	91.8%	101.7%	112.4%	59.6%	vs. Budget	112.4%
FY2024	\$415,289	\$608,209	\$485,953				\$1,509,450							\$0	\$1,509,450	\$5,600,000
vs. Budget	7.4%	18.3%	27.0%				27.0%							0.0%	vs. Budget	27.0%

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TOWN OF HUDSON GENERAL FUND INTEREST BY MONTH FISCAL YEARS 2019, 2020, 2021, 2022, 2023, 2024

	July	August	September	October	<u>November</u>	<u>December</u>	1st half <u>Fiscal Year</u>	<u>January</u>	<u>February</u>	March	<u>April</u>	<u>May</u>	June	2nd half <u>Fiscal Year</u>	Actual Fiscal Year Total	Budget Fiscal Year Total
FY2019	\$0	\$45,557	\$38,553	\$ 27,494	\$0	\$46,686	\$158,289	\$45,246	\$52,094	\$42,049	\$0	\$66,149	\$19,534	\$225,072	\$383,361	\$120,000
vs. Budget	0.0%	38.0%	70.1%	93.0%	93.0%	131.9%	131.9%	169.6%	213.0%	248.1%	248.1%	303.2%	319.5%	187.6%	vs. Budget	319.5%
FY2020	\$0	\$42,580	\$39,013	\$33,695	\$24,052	\$13,649	\$152,989	\$6,066	\$35,128	\$32,541	\$8,141	\$5,937	\$21,179	\$108,992	\$2 61,981	\$361,000
vs. Budget	0.0%	11.8%	22.6%	31.9%	38.6%	42.4%	42.4%	44.1%	53.8%	62.8%	65.1%	66.7%	72.6%	30.2%	vs. Budget	72.6%
FY2021	\$0	\$0	\$12,143	\$0	\$0	\$3,909	\$16,052	\$0	\$611	\$ 210	\$204	\$ 198	\$142	\$1,365	\$17,417	\$261,000
vs. Budget	0.0%	0.0%	4.7%	4.7%	4.7%	6.2%	6.2%	6.2%	6.4%	6.5%	6.5%	6.6%	6.7%	0.5%	vs. Budget	6.7%
FY2022	\$147	\$147	\$195	\$350	\$175	\$102	\$1,115	\$96	\$86	\$388	\$1,460	\$2,602	\$3,060	\$7,691	\$8,80 6	\$20,000
vs. Budget	0.1%	1.5%	2.4%	4.2%	5.1%	5.6%	5.6%	6.1%	6.5%	8.4%	15.7%	28.7%	44.0%	38.5%	vs. Budget	44.0%
FY2023	\$3,546	\$4,916	\$4,878	\$7,048	\$8,684	\$4,055	\$33,127	\$3,578	\$3,302	\$27,860	\$36,767	\$ 39,973	\$41,799	\$153,279	\$186,407	\$25,000
vs. Budget	14.2%	33.8%	53.4%	81.6%	116.3%	132.5%	132.5%	146.8%	160.0%	271.5%	418.5%	578.4%	745.6%	613.1%	vs. Budget	745.6%
FY2024	\$69,731	\$67,900	\$54,978				\$192,609							\$0	\$192,609	\$25,000
vs. Budget	278.9%	550.5%	770.4%				770.4%							0.0%	vs. Budget	770.4%