



TOWN OF HUDSON

Board of Selectmen



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

BOARD OF SELECTMEN MEETING

January 09, 2024

7:00 PM

Board of Selectmen Meeting Room, Town Hall

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS
 - A. Appointment

Planning Board (1 alternate member vacancy to expire 12/31/26)

Timothy Lyko
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) Veteran Tax Credits: map 161, lot 029, sub 7-2, 45B Terraceview Drive; map 144, lot 021, sub 005, 22 Rolling Woods Drive
 - 2) All Veteran Tax Credits: map 197, lot 163, 5 Tamarack Street; map 156, lot 008, sub 015, 5 Madeleine Court
 - 3) Solar Exemptions: map 246, lot 057, 11 Chalifoux Road; map 154, lot 032, 26 Sullivan Road
 - 4) Abatement Application: map 133, lot 57, 4 Pinewood Drive
 - 5) Abatement Application: map 143, lot 6, 13 Tiger Road
 - 6) Abatement Application: map 149, lot 73, 23 Sutherland Drive

B. Licenses & Permits & Policies

1) Hawker/Peddler License - The Blushing Rose

C. Donations

1) Donation of \$100 to Hudson Fire Dept. from Eileen Schaffizin in memory of Robert Higgins

D. Acceptance of Minutes

1) Minutes of December 12, 2023

F. Calendar

1/10	7:00	Planning Board	Hills Memorial Library
1/11	7:00	Budget Committee - Public Hearing	Hudson Community Center
1/12	2:00	Supervisors of the Checklist - Voter Registration	Town Hall
1/15	-	MLK Day	Town Hall Closed
1/16	7:00	Municipal Utility Committee	BOS Meeting Room
1/17	6:00	Library Trustees	Rodgers Memorial Library
1/17	7:00	Hudson Electric Aggregation Cmte.	Rodgers Memorial Library
1/18	7:00	Benson Park Committee	HCTV Meeting Room
1/22	7:00	Sustainability Committee	Buxton Meeting Room
1/23	-	Presidential Primary - Visit Hudsonnh.gov for more info	
1/24	7:00	Planning Board	Buxton Meeting Room
1/25	7:00	Zoning Board of Adjustment	Buxton Meeting Room
1/30	7:00	Board of Selectmen	BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on December 12, 2023

- 1.) Selectman Guessferd made a motion, seconded by Selectman Roy to overturn the Step 2 Grievance filed by the Hudson Firefighters Union IAFF Local 3154 for Article XVIII Insurance Grievance: Grievant Sarah Delos Reyes. Carried 5-0.
- 2.) Selectman Morin made a motion, to adjourn at 8:58 p.m. this was seconded by Selectman Guessferd. Carried 5-0.

B. Veterans' Tax Credit Questions from December 12, 2023 BOS Meeting

C. Personnel Policy Longevity Incentive (Second Read) - Town Administrator Decision

8. NEW BUSINESS

A. Public Hearing - House Bill 2 One-time Bridge Payment Acceptance

B. Public Hearing - Water Utility System Improvements Grant Acceptance

C. Water Utility System Improvements Grant Project - Engineering - Decision

D. Public Hearing - Energy Efficiency & Conservation Block Grant Acceptance

E. Energy Efficiency/Conservation Block Grant Contract Award - Engineering - Decision

- F. Lowell Road Bridge Construction Phase Update - Engineering - Decision
- G. Presidential Primary & Deliberative Session - Town Moderator - Discussion
- H. Petition Warrant Article - Change Election Day Date - Town Administrator - Decision
- I. Petition Warrant Article - RC Airplane Club us of West Road - Town Admin. - Decision
- J. Petition Warrant Articles - Town Administrator - Decision
- K. Designation of Selectman to Post Town Warrant - Town Administrator - Decision
- L. Annual Report Dedication - Town Administrator - Decision
- M. Senate Bill 468 - Senator Clegg Memorial Highway - Town Administrator - Decision
- N. House Bill 1114 - Investigation of PFOA & PFAS - Town Administrator - Decision
- O. House Bill 1479 - Lobbying Activities - Town Administrator - Decision
- P. Capital Reserve Fund Payment Approval - Town Administrator - Decision
- Q. December 2023 Revenues & Expenditures - Town Administrator - Discussion
- R. Discretionary vs. Non-Discretionary Budget - Town Administrator - Discussion

9. **REMARKS BY TOWN ADMINISTRATOR**

10. **REMARKS BY SCHOOL BOARD**

11. **OTHER BUSINESS/REMARKS BY THE SELECTMEN**

12. **NONPUBLIC SESSION**

RSA 91-A:3 II (b) the hiring of any person as a public employee.

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

13. **ADJOURNMENT**

Reminder...

Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on Thursday, January 25, 2024.

Agenda
12-12-23

TOWN OF HUDSON
Nominations & Appointments/Talent Bank Application Form
(Hudson, NH Residents Only)

5A-1

Date: 9/6/23

Timothy LYKO Name 8 Daniel Webster Dr Street Address

Cell (603) 978-761-2895 Home Phone Number _____ Work Phone Number

RECEIVED
SEP 06 2023

Assembler at Raytheon Occupation (or former occupation, if retired)

TOWN OF HUDSON
SELECTMENS OFFICE

High school/ Politics, history Education/Special Interests

Professional/Community Activities
I'm ready to serve my civic duty and learn as much as I can Reason(s) for applying

Dillon Dumont Reference(s)

Please check area in which you are interested in serving, and return this form to
The Selectmen's Office, 12 School Street, Hudson, NH 03051

- | | | |
|---|--|--|
| Member <input checked="" type="checkbox"/> | Alternate _____ | Reappointment _____ |
| <input type="checkbox"/> Benson Park Committee | <input type="checkbox"/> Building Board of Appeals | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Cable Utility Committee | <input type="checkbox"/> Nashua Regional Planning Commission | <input type="checkbox"/> Recreation Committee |
| <input checked="" type="checkbox"/> Municipal Utility Committee | <input type="checkbox"/> Citizens Traffic Advisory Committee | |
| <input type="checkbox"/> Planning Board | | |
| <input type="checkbox"/> Sustainability Committee | | |
| <input type="checkbox"/> Zoning Board of Adjustment | | |

Area(s) of Expertise:

- | | |
|--|---|
| <input type="checkbox"/> Architecture/Construction | <input type="checkbox"/> Environmental Planning |
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Finance | <input type="checkbox"/> Other _____ |

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in its employment/appointment practices. Applicants must be Hudson, NH residents. For additional information, call 886-6024. Appointees are required to complete a Financial Interest Disclosure Form (FIDF) in accordance with the Town Code.

Circle One

Yes No Hudson Resident

Tim LYKO Signature of Applicant

LYKO8412@gmail.com e-mail address

Asghar
1-9-24



TOWN OF HUDSON

Planning Board



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

TO: Hudson Board of Selectmen
FROM: Timothy Malley, Chairman of Planning Board
DATE: December 15, 2023
RE: Letter of Recommendation – Tim Lyko

RECEIVED
DEC 14 2023
TOWN OF HUDSON
SELECTMENS OFFICE

On September 13, 2023, the Hudson Planning Board held interviews for the open elected member position to the Board. At that time, there were two applicants for the open position. Mr. Ed Van der Veen, and Mr. Tim Lyko, both of whom attended the Planning Board meeting, and completed the interviews.

On September 27, 2023, the Hudson Planning Board appointed Mr. Van der Veen to the Hudson Planning Board until the 2024 Municipal Election, by a motion made by Mr. Brian Etienne, seconded by Mr. George Hall, and a vote of 7/0/0.

Also, on the September 27, 2023, meeting by unanimous consensus, the Hudson Planning Board requested that a letter be crafted and submitted to the Board of Selectman providing a recommendation by the Hudson Planning Board for Mr. Lyko to fill a seat on the Planning Board, if one should come available.

A letter was drafted and signed by me on behalf of the Planning Board, but it appears to either have been misplaced, or never made it to its destination.

I apologize for not realizing this error prior to your last meeting, and that the “Letter of Recommendation for Tim Lyko” did not get you in a timely fashion.

Once it was brought to my attention that the original letter never made it to you, I felt it was important to ensure you receive this letter of recommendation as requested by the Planning Board.

Sincerely,



Timothy J. Malley
Chair of the Hudson Planning Board

Timothy Malley

From: Malley, Tim <tmalley@hudsonnh.gov>
Sent: Friday, January 5, 2024 10:50 AM
To: Malley, Timothy
Subject: Fw: To The Planning Board Chair and Selectman Rep Town of Hudson- NH

5B

From: Brian Etienne <baetienne@gmail.com>
Sent: Wednesday, December 27, 2023 10:48 AM
To: Malley, Tim; Guessferd, Robert; Dubowik, Brooke
Subject: To The Planning Board Chair and Selectman Rep Town of Hudson- NH

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Dear Chariman Malley and Select Board:

I am writing to formally submit my resignation from the Planning Board for the Town of Hudson, effective 12/28/2023. The meeting of 12/27/23 will be my last. It has been an honor to serve on the board, and I am grateful for the opportunities and experiences that this position has afforded me.

Over the course of my tenure, I have had the privilege of working alongside dedicated and passionate individuals committed to the betterment of our community. Together, we have faced challenges, deliberated on important matters, and contributed to the planning and development of our town.

However, due to new employment and aging parents, I find it necessary to step down from my role on the Planning Board and return to Texas. I believe there are talented emerging alternate members of the board which will allow for a smooth transition and the opportunity for a new member to bring fresh perspectives and ideas.

I want to express my gratitude to the entire Planning Board, town officials, and fellow community members for their support and collaboration during my seven years of service including my service on the Zoning board. I am confident that the Planning Board will continue to thrive and make positive contributions to the growth and prosperity of the Town of Hudson.

I sincerely appreciate the opportunity to have been a part of the Planning Board, and I wish the board continued success in its important work.

Thank you for your understanding, and I look forward to witnessing the continued progress of the Town of Hudson albeit from afar.

Sincerely,

Brian Etienne



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



Agenda 1-9-24

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

6A-1

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 9, 2024

FROM: Jim Michaud, Chief Assessor 

RECEIVED

JAN 04 2023

RE: Veteran Tax Credits:

TOWN OF HUDSON
SELECTMENS OFFICE

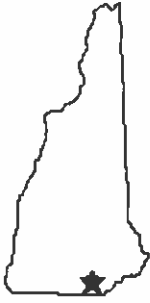
45B Terraceview Dr. – map 161/ lot 029/ sub 7-2
22 Rolling Woods Dr. – map 144/ lot 021/ sub 005

I recommend the Board of Selectmen sign the PA-29 forms granting Veteran Tax Credits to the property owners listed below. These residents have provided a copy of their DD-214 verifying that they each qualify for the credit.

Kyle Frizzell - 45B Terraceview Dr. – map 161/ lot 029/ sub 7-2
Louis Etrata - 22 Rolling Woods Dr. – map 144/ lot 021/ sub 005

MOTION: Motion to grant Veteran Tax Credits to the property owners referenced in the above request.

Agenda
1-9-24



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



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6A-2

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 9, 2024

FROM: Jim Michaud, Chief Assessor

RECEIVED

RE: All Veterans Tax Credits:

JAN 04 2023

5 Tamarack St. – map 197/ lot 163
5 Madeleine Ct - map 156/ lot 008/ sub 015

TOWN OF HUDSON
SELECTMENS OFFICE

I recommend the Board of Selectmen sign the PA-29 forms granting All Veterans Tax Credits to the property owners listed below. The residents have provided a copy of their DD-214 verifying that they each qualify for the credit.

John Burke – 5 Tamarack St. – map 197/ lot 163
John Jenkins – 5 Madeleine Ct. – map 156/ lot 008/ sub 015

MOTION: Motion to grant All Veterans Tax Credits to the property owners referenced in the above request.

Agenda
1-9-23



TOWN OF HUDSON

Office of the Assessor



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

www.hudsonnh.gov

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6A-3

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: January 9, 2024

FROM: Jim Michaud, Chief Assessor

RECEIVED

JAN 04 2023

TOWN OF HUDSON
SELECTMENS OFFICE

RE: Solar Exemptions:

11 Chalifoux Rd– map 246/ lot 057
26 Sullivan Rd – map 154/ lot 032

I recommend the Board of Selectmen sign the PA-29 forms granting Solar Exemptions to the property owners listed below. The Assessing Department has verified that these properties have installed solar panels.

John Trant - 11 Chalifoux Rd– map 246/ lot 057
Alan White - 26 Sullivan Rd – map 154/ lot 032

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



TOWN OF HUDSON

Office of the Assessor

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



Agenda
1-9-24

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

6A-4

TO: Board of Selectmen
Steve Malizia, Town Administrator

January 9, 2024

RECEIVED

FROM: Jim Michaud, Chief Assessor

JAN 04 2023

RE: Abatement Application
Map 133 Lot 57 – 4 Pinewood Drive

TOWN OF HUDSON
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve the attached abatement document for the referenced property. The BOS had timely approved a Certain Disabled Veterans exemption (RSA 72:36-a) for this property owner on June 13, 2023, granting this property a 100% property tax exemption. In as much as the June 2023 tax bill had already been mailed weeks prior to that approval date, and abatements don't get processed for the current tax year until the final property tax liability process has been completed, it is now timely for the BOS to abate the June 2023 PAID property tax bill on this account.

Draft Motion:

Motion to approve an abatement for property taxes for Map 133 Lot 57, 4 Pinewood Drive, as recommended by the Chief Assessor.

Cc: File

2023Abate4PinewoodDr



TOWN OF HUDSON

Office of the Assessor

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



*Agenda
1-9-24*

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

6A-5

TO: Board of Selectmen
Steve Malizia, Town Administrator

January 9, 2024

FROM: Jim Michaud, Chief Assessor *JM*

RECEIVED

RE: Abatement Application
Map 143 Lot 6 – 13 Tiger Road

JAN 04 2023

TOWN OF HUDSON
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve the attached abatement document for the referenced property. The Town had purchased this property approx. mid-2023 tax year, a conservation land purchase of some 43 acres. This is an outstanding final property bill as do not exempt property from taxes if we came into possession after April of the tax year, this abatement will clear the tax collectors screens of any amount owed. The property has subsequently been given its tax exempt land use code going forward.

Draft Motion:

Motion to approve an abatement for property taxes for Map 143 Lot 6, 13 Toger Rd, as recommended by the Chief Assessor.

Cc: File

202313TogerRdabate



TOWN OF HUDSON

Office of the Assessor

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

Assessed
1-9-24



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

6A-6

TO: Board of Selectmen
Steve Malizia, Town Administrator

January 9, 2024

FROM: Jim Michaud, Chief Assessor 

RECEIVED

RE: Abatement Application
Map 149 Lot 73 – 23 Sutherland Drive

JAN 04 2023

TOWN OF HUDSON
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve the attached abatement document for the referenced property. The BOS had approved a settlement agreement on this property in early November lowering the value down to \$581,500. The revised assessment did not make it into the Tax Collector's side prior to tax bills being printed. This abatement will be in conformance with the signed settlement agreement.

Draft Motion:

Motion to approve an abatement for property taxes for Map 149 Lot 73, 23 Sutherland Drive, as recommended by the Chief Assessor.

Cc: File

202323SutherlandDriveabate

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

RECEIVED

Agenda
1-9-24
IAN 03 2023

6B-1

TOWN OF HUDSON
SELECTMEN'S OFFICE

APPLICATION FOR HAWKER/PEDDLER/INTERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

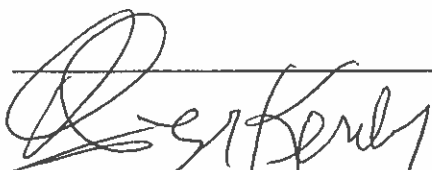
Please complete the following information in full and return application to the Zoning Department.

1. Applicant: George Kessler DOB: 7, 2, 44
2. Applicant's Address: 280 E Dunstable Rd Nashua
3. Email Address: gmKesslerind@yahoo.com
4. Home Phone #: 603 494 6322 Business Phone #: _____
5. Goods Sold in the Name of: The Blushing Rose
6. Address & Phone if different from self: _____
7. Type of Vending Operation/Merchandise to be sold: Flowers, plants
8. Description of Stand or Vehicle (include Make/Model): Van with tables
9. License #: _____ Registration #: _____
10. Date(s) of Sales: Various holidays throughout year
11. Proposed Location(s) of Sales (be specific): Hudson True Value
114 Derry Rd. Hudson
12. Approximate length of time at each Location: day

- If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.
- In the case of sales relating to foods or beverages, include a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).
- Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.
- Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.
- Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-II)

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

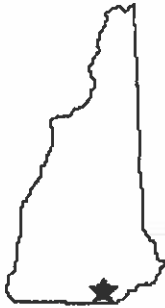
Signature: _____



Date: _____

12, 21, 23

*Agenda
1-9-24*



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



6C-1

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

RECEIVED

Scott J. Tice
Chief of Department

JAN 04 2023
TOWN OF HUDSON
SELECTMENS OFFICE

TO: Marilyn McGrath
Chairperson, Board of Selectmen

FR: Scott Tice
Fire Chief *ST*

DT: January 3, 2024

RE: Donation Acceptance – January 9, 2024 BOS Consent Agenda

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

We received a check for donation in the mail in the amount of \$100.00 from Eileen Schaffzin accompanied by a note that read;

“Donation for Fire Department, in memory of Robert Higgins 11 Cutler Road, thank you!”

We would request the Board of Selectmen accept this donation with thanks. Upon your acceptance, we will send Ms. Schaffzin a thank you note for her donation.

Motion:

To authorize the Fire Chief to accept the \$100.00 donation from Eileen Schaffzin in memory of Robert Higgins, to be deposited into the Fire Department’s General Donation fund for future use.

HUDSON, NH BOARD OF SELECTMEN

Minutes of the December 12, 2023 Meeting

1. CALL TO ORDER - by Chairman McGrath the meeting of December 12, 2023 at 6:59 p.m. in the Selectmen Meeting Room at Town Hall.
2. PLEDGE OF ALLEGIANCE led by Selectman Roy
3. ATTENDANCE Board of Selectmen: Kara Roy, Dillon Dumont, Bob Guessferd, Dave Morin, Marilyn McGrath

Staff/Others: Steve Malizia, Town Administrator; Jay Twardosky, Public Works Director; Elvis Dhima, Town Engineer; Scott Tice, Fire Chief; Gary Gasdia, School Board Member; Jill Laffin, Executive Assistant had an excused absence this evening.

4. PUBLIC INPUT - there was no public input this evening.
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Nomination

1. Planning Board - (1 alternate vacancy expiring 12/31/26)

Timothy Lyko

Chairman McGrath said, you want to come up and introduce yourself and tell us why you'd like to be on the Board? My name's Timothy Lyko. I live at 8 Daniel Webster Drive, Hudson. And I want to join the Board because I'm ready to do my civic duty for the town. Hudson has given me a lot. I have a lot of nieces and nephews and other young kids growing up in Hudson. And I want this to be-- be as great of an experience for them as it was for me. I applied for the membership position, but someone got it instead of me so for me to learn, I want to join the alternate board because I have no prior experience, but I've been doing a lot of homework in the last couple of weeks, and I'm ready just to learn a lot and do my part for the town. Chairman McGrath replied, thank you.

Chairman McGrath then asked, anybody have any questions for Mr. Lyko? No? I have one. I think I always have a question for somebody. So you said that you've grown up in Hudson. So have you watched any of the Planning Board meetings or have you attended any? Mr. Lyko replied, I have since I put in my application. I've been to a handful of meetings. But I will be going to every single one for now on. Chairman McGrath replied, okay, well, you hope to. Mr. Lyko replied, I don't do much on Wednesday nights, so. Yes, my plan is to be at every one.

Chairman McGrath then said, Okay, anybody else have any questions? Selectman Guessferd was recognized and said, Yeah, so I think one of the things we're always making sure, it's not going to be just going to meetings. There's training that's offered are you prepared to take the training that's necessary. Mr. Lyko replied, I would take any training yes I want to learn. Selectman Guessferd then said, okay I mean that's to me it's there's there's a lot to learn there. Mr. Lyko replied, oh I've noticed. Selectman Guessferd then asked, do you have any experience at all with planning? no, okay all right and you know everybody has to learn I guess at some point. Mr. Lyko then said, I've been crushing the YouTube videos on the New Hampshire Hampshire Office of Planning and Development, which has been very helpful. It's been making things a little bit clearer. I've been briefing through the master plan. So that's starting to make sense too. And I've learned actually a lot about the town, just by reading that. Not fully all the way, but. Selectman Guessferd asked, the 2005 master plan? Mr. Lyko replied, I think it's the 2002 draft. It was a big draft across it. Selectman Guessferd said, the big draft. You've been looking at the drafts. Good. Excellent. I just want to make sure that you've been looking at the current version that we just have been working

on we've worked working hard this year on that now I trying to get it up to speed. Mr. Lyko replied, I was enjoying reading it to be honest yes. Selectman Guessferd replied, good, well it's a lot of good information there I think maybe even some of us you know weren't aware of. Mr. Lyko replied, yeah no I've learned a lot about Hudson just by reading that okay excellent. Selectman Guessferd replied, okay thank you.

Chairman McGrath asked. anyone else have any questions Seeing none, Chairman McGrath said, I have one more is there any.... let me formulate my question. Are you seeking to join the Planning Board about any particular project that you're aware of that may be? Mr. Lyko replied, No, ma'am. Chairman McGrath replied, Okay. Selectman Roy spoke up saying, Madam Chair, if I could just ask one question. To which Chairman McGrath replied, yeah, of course. Selectman Roy addressing Mr. Lyko said, what do you do for a living? Mr. Lyko replied, I work at Raytheon. Selectman Roy replied, okay. Mr. Lyko said, I'm in the union. Selectman Roy went on to say, I just wanted to make sure. that you weren't you didn't work for a developer or contractor or anything like that. Mr. Lyko replied, no nothing local it's a Massachusetts. Chairman McGrath then said, it's an important position on the Planning Board and you have to be you have to be careful about what you say about projects you can't prejudice a project you know that's important you have to hear what the developers project You know, what they're trying to build or get passed. And you can't make any prejudgments about that. That would cause the town to be sued if that became known. You know, so we have to, you know, we have to be careful about that. Yes, I plan on. And as a member, you have to be careful. And as a member you have to be careful. Mr. Lyko replied, yes, I plan on being very careful. I never post on social media already as it is. I plan on being completely unbiased. I believe that if you own land and if you follow the laws, you're not hurting anybody, then you should be able to build it. Even if I don't want it built. Exactly. Well, I think typically what we do is we wait for the next meeting to make the appointments. So we'll take this into consideration and at the next Board of Selectmen meeting, we'll make an appointment. Okay, thank you. Mr. Lyko replied, you're very welcome. Selectman Guessferd said, okay, thanks for applying. Thank you. Selectman Roy then said, and I don't think you need to come back to the next meeting. The Town Administrator replied, no, typically we don't. Mr. Lyko replied I might because I want to see how it looks. Selectman Roy said, okay, you can go. Yes. you're not required to, somebody will notify you. Chairman McGrath then said, But these meetings are so entertaining that. Anyway, thank you very much for coming in.

B. Appointment

1. Zoning Board of Adjustment - (1 member vacancy expiring 12/31/26, 2 alternate member vacancies expiring 12/31/26 & 12/31/25)

Tim Lanphear - currently an alternate member of the ZBA

Chairman McGrath asked, is Mr. Lanphear here this evening? The Town Administrator replied, no. typically we don't have them come because they're already on the board. Chairman McGrath replied, I'm not familiar with him. The Town Administrator said, Mr. Pacocha, who's a member, is not reapplying for this, so this would create the vacancy. Mr. Lanphear has been on this for, I believe, some period of time. Selectman Roy said, a couple of years, anyways. Chairman McGrath replied, I'm not familiar with him, so. Selectman Roy asked, so could I just speak to it? Because he was on the ZBA when I was, when I was the liaison. And he did, he did provide some really good input to it, and I think he's worthy of having a full member. Chairman McGrath asked, do you happen to know if he's taken any of the training? Selectman Roy replied, I don't know that. Chairman McGrath replied because that board needs training and some members that we appointed haven't gotten it, and they keep dragging their feet. Selectman Roy replied, I know he was there for at least one of the...excuse me, with Attorney Lefevre. But whether he ever took any like NHMA training or not, I don't know the answer to that question.

Chairman McGrath said, well, does anybody wish to make a motion or do-- Selectman Guessferd was recognized and addressing Selectman Dumont said, you have been on the Board. And have you seen how he's done there? Selectman Dumont replied, yes, inside. since I've been participating, I think it's about April he's been engaged, he's shown up to the meetings, he's come to the site walks. Most recently he participated in the ZORK Committee as well, so I think that he's a valuable member there. Selectman Guessferd replied, Okay. Thank you. Chairman McGrath added, but you don't know whether or not he's taken the training? Selectman Dumont replied, I don't, no, I've never had that conversation with him. Chairman McGrath replied saying there's some that are on the Board and I know that they haven't taken the training and it's caused some issues. Selectman Dumont replied, yeah, and I think we should urge everybody to utilize NHMA. That's for sure.

Selectman Roy made a motion, seconded by Selectman Dumont to appoint Tim Lanphear as a member of the Zoning Board of Adjustment with a term to expire 12/31/26. Carried 4-0-1, Chairman McGrath abstained. Chairman McGrath then said, I'm abstaining because I didn't I don't know the answer to my question And I think I think it's an important question But I'm not voting against them I'm just abstaining.

6. CONSENT ITEMS

Chairman McGrath asked does any Board member wish to remove any item for separate consideration? Selectman Roy replied, yeah, I'd like to remove A1 through A6. I just have a couple of questions. Selectman Guessferd made a motion, seconded by Selectman Roy to approve Consent Items 6A-7, 6A-8, 6A-9, 6A-10, B, C, D, E & F. Carried 5-0.

Selectman Roy was recognized and said, so I just have some questions about the veteran tax. All the veteran tax things. It seems like it's taken a long time for it to get to us. Some of it goes back to November of last year. And I think we owe it to our citizens, one for them to have a timely answer to their request. And then two, I don't know if that affects their tax bill you know, particularly the one that's over a year old at this point, if that affects the tax bill for the current year and the year is going forward. And if it does, can we back date, can we go retroactive to the date that they applied? The Town Administrator replied, I don't know the answer to that. I don't want to speak to that if I don't know, so I don't know if it can be backdated. I will say that sometimes when people submit paperwork, it's not complete, so there's a lot of sometimes time that people have to get us documents That would be at the assumption on most of these because I think they do try to process them fairly timely. But without the Assessor here, I can't tell you specifically for you know why somebody's application may be from June or or some other month Chairman McGrath asked, can we defer this until the next meeting? The Town Administrator replied, if you'd like. To which Chairman McGrath asked and when is our next meeting? Selectman Roy replied, it's in January, right? the Town Administrator replied, January 9th. Selectman Roy then said, umm, we can. You can approve these, but I don't have any objection to them being approved. I just am concerned that again, that we're not giving our citizens a timely response and or that it affects their tax bill.

Selectman Dumont was recognized and said, yeah, no, I was just going to say I think it would be appropriate to approve it to forward that question off to Jim (Michaud) to have an answer for the next meeting. Selectman Roy replied, yeah, yeah, I think that would be the appropriate thing to do. Selectman Roy made a motion to approve consent items A1 through 6. This was seconded by Selectman Guessferd. Carried 5-0.

A. Assessing Items

- 1) Veteran Tax Credits: map 140, lot 002, sub 038, 60 Massie Circle; map 241, lot 007, 41 Dracut Road; map 156, lot 005, sub 028, 38B Brackett Lane; map 151, lot 026, sub 002, 11 B Rangers Drive; map 174, lot 015, sub 001, 20 Baker Street; map 183, lot 031, 43 Adelaide Street; map 156, lot 005, sub 019, 27B Brackett Lane

- 2) All Veterans Tax Credit: map 184, lot 032, sub 016, 17 Tiffany Circle; map 253, lot 032, 41 Schaffer Circle; map 205, lot 028, 13 East Hill Drive; map 182, lot 104, 28 School Street
- 3) Regular Veteran Tax Credit & All Veteran Tax Credit: map 195, lot 001, sub 013, 202 Standish Lane
- 4) Veteran Tax Credit & Solar Exemption: map 157, lot 059, 28 Robin Drive
- 5) Disabled Veteran Tax Credits: map 230, lot 022, sub 004; map 185, lot 035, 21 Flying Rock Road; map 246, lot 029, 14 Muldoon Drive
- 6) Blind Exemption & Veteran Tax Credit: map 168, lot 068, sub 051, 331 Fox Run Road
- 7) Solar Exemptions: map 167, lot 087, 8 Jackson Drive; map 241, lot 048, 9 Deerfield Drive; map 197, lot 123, 8 Fir Lane; map 217, lot 003, sub 009; map 248, lot 030, 18 Sanders Road; map 174, lot 077, 29 Derry Street; map 134, lot 019, 11 Woodcrest Drive
- 8) 2023 Supplemental Tax Bill-PILOT Agreement: map 109, lot 10, 300 Derry Road
- 9) 2023 Supplemental Bill: map 178, lot 13-110, 31 Mobile Drive
- 10) 2023 Abatement: map 190, lot 163, sub 001, Oak Avenue

B. Water/Sewer Items

Sewer Abatements: S-UTL-24-05, 8 Prince Drive; S- UTL- 24-06, 28 Forest Road; S-UTL-24-07, 8 Raymond Street; S- UTL-24-08, 29 Flagstone Drive

C. Licenses & Permits & Policies

- 1) Pole License - One (1) new pole on Robinson Road
- 2) Pole License - One (1) new pole on Baker Street
- 3) Raffle Permit - Sparkling River Condo Association
- 4) Hawker/Peddler License - Jimmy's Catering

D. Donations - none

E.

F. Acceptance of Minutes

- 1) Minutes of November 28, 2023

E. Calendar

12/13	7:00	Planning Board	Buxton Meeting Room
12/13	6:30	Budget Committee	BOS Meeting Room
12/14	7:00	Zoning Board of Adjustment	Buxton Meeting Room
12/19	6:30	Budget Committee	Buxton Meeting Room
12/19	7:00	Municipal Utility Committee	BOS Meeting Room
12/20	7:00	HEAC	Rodgers Library
12/21	7:00	Benson Park Committee	HCTV Meeting Room
12/25	-	Christmas - Town Hall Closed	
12/27	7:00	Planning Board	Buxton Meeting Room
01/01	-	New Year's Day - Town Hall Closed	
01/03	6:30	Budget Committee	Buxton Meeting Room
01/09	7:00	Board of Selectmen	BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on November 28, 2023

1. Selectman Morin made a motion, seconded by Selectman Roy to hire Caiden Cox as a part time maintenance assistant in the Hudson Police Department, with a total of fifteen hours per week, with a starting salary of \$15.00 per hour. Carried 5-0.
2. Selectman Guessferd made a motion, seconded by Selectman Dumont to promote Lieutenant/AEMT Martin Conlon to the position of Fire Captain/AEMT, a non-exempt position, in accordance with the Hudson Police, Fire and Town Supervisors Association contract, step 1, with an annual salary of \$89,732 as recommended by the Fire Chief. Carried 5-0.
3. Selectman Guessferd made a motion, seconded by Selectman Dumont to promote Firefighter/AEMT Dennis Haerincck to the position of Lieutenant/AEMT, a non-exempt position, in accordance with the International Association of Firefighters Local #3154, with an hourly rate of \$30.43 as recommended by the Fire Chief. Carried 5-0.
4. Selectman Roy made a motion, seconded by Selectman Guessferd to hire Paul Bolduc for the position of Dispatcher in the Fire Department at the contracted salary of \$19.36 per hour, step 1, pending verification of full time Dispatch experience to be place appropriately on the wage scale. This assignment will be a non-exempt position in accordance with the International Firefighters Local #3154 as recommended by the Fire Chief. Carried 5-0.
5. Selectman Dumont made a motion, seconded by Selectman Roy to to forward the Hudson Professional Firefighters IAFF Local 3154 Union Contract to the Fiscal Year 2025 Warrant. Carried 5-0.
6. Selectman Morin made a motion, seconded by Selectman Dumont to forward the Hudson Public Works Union Contract to the Fiscal Year 2025 Warrant. Carried 5-0.
7. Selectman Guessferd made a motion, seconded by Selectman Roy to authorize the Town Administrator and the Police Chief to hire student maintenance assistants moving forward. Carried 5-0.
8. Selectman Guessferd made a motion to adjourn at 9:02 p.m. this was seconded by Selectman Roy. Carried 5-0.

8. NEW BUSINESS

A. Sewer Camera Contract Award

Chairman McGrath recognized Town Engineer, Elvis Dhima and Public Works Director, Jay Twardoswky. Thank you, Madam Chair. Good evening, everyone. As you know, Public Works currently owns a sewer camera that comes with a box truck. This is something that we've been having for the past ten years. Last year, we decided to expand on their capability by adding a lateral camera to it, which is basically a camera within the camera that goes into the sewer services, which is a camera within the camera that goes into the sewer services. is basically how people and businesses discharge their sewer into our system. Once we started looking into it, we found out that the current equipment is spending more time at the shop than in the field. So we had a one-on-one with staff and we basically made the decision to replace the entire system

what we have in place with something that's going to serve us for the next 10 years. With that said, we put a set of specs together. with a budget for \$315,000 with an option of adding a sewer-lateral camera to it. In a nutshell, we went out, we sent the bids out, we sent it to vendors. We had two vendors that came at the mandatory pre-bid meeting with their demo trucks and then both of them submitted the bids. We had two of them that were within 2%. The low bid did not meet specs, and some of them are related to high-definition cameras, weight of the equipment, the more weight you have, the more friction you have, the better. Self, or we call it anti-tilting compensation, which is basically the camera trying to stay straight at the bottom versus kind of going on the side, needs to be brought back, a higher strength of cable. And in a nutshell, we have two bids. One of them is for \$388,000 and \$381,000 and we're recommending the one that meets the spec, which is \$388,000. We're getting a camera, a truck, a 16 foot truck. We're getting a lateral camera as an add-on, it comes in with a reverse camera on it. It has all the high standards, safety, equipment for staff and the equipment. One of them is a hydraulic, basically lift that brings the equipment up and down. Right now it's manually, they have to drag it in and out of there. And in a nutshell, we will have basically top of the line equipment for the next 15 years. The nice thing about the new equipment that we're getting is it can be self-served at the shop. I think Jay can talk a little bit about what we currently do and what we'll be doing in the future if we get this equipment.

Mr. Twardosky replied, saying, correct. The current equipment we have now, we cannot service in-house. It's got to go back out to the manufacturer every time it breaks. So you're using it for a week or so. Something happens to it because it's already aging. We send it out. It takes, on average, two to three weeks to get it back. So basically, for the last couple of years, it's... It's just because you need the old equipment. You need the main camera itself to propel the lateral camera. So if that's broken down, we can't use that lateral camera. And the last month we've already had three services that have been plugged that we if we had a lateral camera would have made a big difference. We've already had to dig up a brand new road for a sewer plug that most likely wouldn't have had to dig up again if we had that because we could have come up from the sewer main so saw where the problem was, and been able to take care of it. This way, we'll definitely be better off.

Mr. Dhima then said, do you want to talk a little bit about how the old equipment was charged with a certain gas, and then you'll want to be done with air and how that can be done in-house? Mr. Twardosky replied, the cameras are pressurized to keep water out. And the old camera is pressurized with nitrogen, which we can't re-pressurize with nitrogen. So again, if that loses pressure, it has to go out, seals have to get fixed at the manufacturer, then they re-pressurize it, send it back to us. The new equipment, it's basically just pressurized with regular air. There's a little hand pump that comes with it. Everything is serviceable. The guys are going to go through training to be able to service everything in-house. So if there is a problem, we can take care of it, usually be able to take care of it right then and there, or within a couple of days versus a couple of weeks, and be much more efficient at it. Mr. Dhima added, staff will be provided with a two-day training at no cost, and in addition to that, the software that we'll be utilizing for what we need will be coming for free as well.

Mr. Dhima continued saying, the truck will be 16 feet long, and this is basically about two feet more than we expected. What we're hoping for we went for a 14 foot and for the cost. They can do 16 feet so that gives additional two feet to staff to basically set this thing up right. The current camera system is in a trailer. The trailer has been here longer than I've been here. It's over 26 years old. It's got a lot of rust on it. It's really nearing the end of its service life. And now, with so much traffic, every time we hook up to that trailer and we get out in the middle of a road, we're taking up twice as much space as we would with just the truck and not the trailer. So, space on the road, not having to go hook the trailer up to a truck. Just grabbing a truck and go whenever we need it much more efficient. Safety factor using less space in the road. Some of these manuals are right in an intersection you get into an intersection you need twice as much traffic control to get around a truck and a trailer versus that 16-foot truck. With the truck and a

trailer now you're right around 30 to 35 feet versus 16 foot body on the cab. So you're going to save about 15, 16 feet.

Mr. Dhima then said, the command center is pretty neat. Currently right now, this is an old monitor and now, what's that now? Mr. Twardosky added, a little game controller. Just like the submarine. Mr. Dhima added and the new one is top of the line equipment that basically shows at all times the temperature on the equipment. The pressure gauge inside is if they lose any pressure, it will call the main command hub, basically say pull me back, we got a problem. Top of the line, everything, and high definition, zooming, it's just incredible, you know, they were showing the demo, incredible what you can see once you start zooming into things. It's going to help us out with the infiltration and inflow and everything else that we do and Public Works does. The funds for this project or for this purchase of the equipment will be coming out of the sewer, mostly. And donations that we have received in the past for infiltration and inflow donations related to developments in town, for people that requested the Board of Selectmen for more sewer than they were entitled to. And they basically have, we have in the, in the about about \$80,000 of that so all the donations that we have right now we utilize towards this equipment and we'll be serving us well. I'll take any questions you might have.

Selectman Dumont was recognized and asked, so what kind of truck is it exactly? Mr. Dhima replied, it's an E 450, 60-foot box truck. Selectman Dumont replied, so it is a box truck? Is that box lowered so the guys can get in and out of it, or does it have a set of steps on the back of it? Mr. Dhima replied, it's got a main, obviously the back, and it's got a side door, and also, and then it got two doors in the front as well, and that's separated. The cabin is separated, and then the rest of the box. The rest of the box could even come with a toilet, and like, "Eh, we're not that fancy." Get the five-gallon bucket. but it is it provides all the room that they need to have all the equipment in there and the only thing they will need probably in the future is an equipment to lift the manholes at some point instead of doing it because this particular one doesn't but they'll take care of that next year. Mr. Twardosky added, yeah we're set up now to be able to lift manhole covers. Selectman Dumont said, I was going to say, don't you already have a piece of equipment for that or something you guys made? Mr. Twardosky replied, here yeah we have it we have the cover magnet. Selectman Dumont then said, and the truck is going to come fully outfitted, right? Mr. Dhima replied, oh yeah, top of the line, yeah. Mr. Twardosky added, everything is turnkey. Selectman Dumont asked, is it going to be laid out the same way that your trailer's laid out now, or similar to that? Mr. Twardosky replied, similar. The camera is actually on the exact same side.

Yeah. The console up in the front is-- everything's pretty much set up the same way. Your work table's on the same side. So it's almost the exact-- same design setup. So the guys walk right into it, everything is right in the same place. It's just a matter of learning the new equipment. It's got that built-in crane on the back to lift the camera. Some of the manholes we're going down 18, 20 feet. Some of them are even deeper than that. You start bringing the camera down there by hand. It gets tough. If you got to do an inside drop, so you're only going halfway down, not all the way to the invert, you got to have one guy holding the rope with the camera and another guy with a push pull to try and push the camera in to the pipe, and it can get pretty dicey sometimes.

Mr. Dhima then said, The nice thing about the new equipment tool is that as they're bringing the camera back to the station, it's got a synced software that is picking up the cable manually, ah, automatically, as you're bringing in the camera. So you don't have to worry about now building up the cable and driving over the cable, breaking it, things of that sort. So it kind of knows where the cable is versus the camera, so it's bringing everything back at the same time without creating an issue in there, because they've had issues in the past when they got caught and they can get it out. But, yeah this is as good as it is. gets. And when staff, Jay had staff in there to look at both of demos. And they basically said that all they want for Christmas is one of these. Jay said, well, I'm not Santa, the Board is, so I'll let them know. So here we are.

Selectman Dumont asked, you had mentioned that they're going to take training to be able to service the cameras. Are there any training for them to understand and utilize the new equipment? Because I'm sure that there might be a little bit of learning curve there, too. Mr. Twardosky replied, Yes, that actually comes with the package. Selectman Dumont replied, that was going to be a nice question. So including that number is the training for them to learn how to operate that. Mr. Twardosky replied that's correct. Mr. Dhima then said, and in addition to that, Selectmen Dumont, they provide additional training on an annual basis if we send them over to the area to have like a super center for training, and they can spend additional two days every year or every so many years to basically refresh their skills. Selectman Dumont asked, is there a cost for that? Mr. Dhima replied it's the class comes for free. And the training and everything that goes with it, I think the only cost of the town is actually bringing staff over there, fair, just to travel. But the course itself, to get them the skills, if they get different staff, or they just want a refresher, is that. But they also provide support here at the regional level as well. Selectman Dumont replied, thank you. Mr. Twardosky added, they have top-notch tech support. You call, you get somebody on the other end of the line, you're not on hold. Selectman Dumont replied, I was going to say for that number, I would hope so.

Chairman McGrath asked, anyone else have any questions? Selectman Guessferd said, yeah, it's not really a question. I just want to make sure it's clear that because of the source of the funding, this isn't affecting anybody's taxes. It's not going to affect the rates, the sewer rates. Nope. Because it's within the budget, it's within the budget. So I just want to make sure people understand that because it's an expensive piece of equipment but obviously it has it has you know great utility but I just wanted to make that kind of. Mr. Dhima added, this is a hundred percent sewer funded project. Seeing no further questions, Selectman Guessferd made a motion, seconded by Selectman Roy to to approve the contract for Sewer Service Equipment to CN Wood Environmental, LLC for the amount of not to exceed, \$388,430.43 using \$80,633.74 in Donations \$130,000 from account #5562-401 (Sewer Large Operating Equipment); and \$177,796.69 from account #5564-640 (Sewer Line Replacement). Recommended by the Public Works Director, Town Engineer and Finance Director. Carried 5-0.

B. GIS Flyover Agreement

Chairman McGrath recognized Town Engineer Elvis Dhima. Mr. Dhima began by saying, Thank You madam chair as you probably recall We try to do a flyover every couple couple of years because we can't afford to do it every year because we're very frugal. So we tried to do it every couple of years. Last time we did this was in 2022. I reached out to the same vendor that we have used in the past, 2017,2020, 2002. And fortunately, they're doing a flyover in New Hampshire because they're doing the same services for other municipalities in New Hampshire. After some back and forth, they have agreed to provide the same services to us, three inch resolution for 2024 flyover and plenty of metrics mapping for the same amount as two years ago for the amount of \$34,000. This project, if moved forward, will be funded by the Planning Board fees, about \$12,000, and they approved those in the last meeting. The rest we coming out of \$1,000 comes out of the Assessing for map upgrades and the rest of the funds comes in from the Water and Sewer because these maps get used on a daily basis by our water and sewer operators and staff. So this is a hundred percent basically Planning Board fees and water and sewer and a thousand else were assessing.

Chairman McGrath then said, you mean impact fees that they've collected. Mr. Dhima replied, they call them I don't know if it's impact fees they collect fees for updating the maps in town. But I don't impact fees is something they you know we've talked about in the past but I know this is impact fees. This is fees are related to updating maps in town I don't know what mechanism they use but there's about \$12,000 of that and we've used that in the past We're planning to use it

again this time around. Chairman McGrath asked, do you happen to know Steve? The Town Administrator replied, I think it's called a mapping/GIS type fee that they pay. It's not this-- like, when you're thinking impact fees, you're thinking roads and stuff like this traffic. Mr. Dhima added, yeah, this is a little different. I think it's the same thing, but not exactly the same. Chairman McGrath asked, anybody have any questions? Comments? Selectman Guessferd said, I have a comment on the second motion, but we'll get the first motion done first.

Selectman Roy made a motion, seconded by Selectman Guessferd to waive the bid process and sole source work to Quantum Spatial for the following reasons: 1) They have provided similar services in 2017, 2020, and 2022. 2) They have provided the service at a significant discount in the past. 3) The price for the service is the same as 2022. 4) The flyover cost will be shared with other municipalities. municipalities. Carried 5-0.

Selectman Guessferd then said, Okay, before we make the motion, it took me a few minutes, maybe it's just me, to kind of put it all together. here. This isn't worded as a motion like this normally is. If what we're saying is you're asking us to approve the contract, right? Yeah, I mean the wording is different, it didn't have the total in the motion. So what I would like to propose, Madam Chair, is that I'll read what I think the motion should say, if that's okay, and then we can. So what I'd like the motion, cuz it's going to be much clearer, I think, hopefully, this way. Selectman Guessferd made a motion, to approve the contract for high resolution, three inch resolution, aerial mapping of the entire Town of Hudson with Quantum Spatial for the not to exceed amount of \$34,000. Using Planning Board Tax Map Update account, account # 1312-505, in the amount of \$12,076.50, Water Utility account 5592-252, in the amount of \$10,461.75, Sewer Utility account 5562-252, in the amount of \$10,461.75, and Assessing Professional Services account 5410-252 in the amount of \$1,000. Selectman Morin seconded the motion.

Selectman Roy was recognized and said, so, I just did the math real quick. and I came up with \$23,538.25, not 34. The Town Administrator said, there's two tens. There's \$10,000 from Water and \$10,000 from the Sewer. There's two tens. Selectman Roy replied, oh, okay. Selectman Guessferd then said, Yeah, I even did the math when I was going through this. Selectman Roy replied, okay, I missed the second one. I thought that it was just one \$10,000. The Town Administrator replied, Yeah, no, there's two. They split equally between the Water and Sewer. Seeing no further discussion, motion carried 5-0.

C. Water Utility Funding Opportunity

Mr. Dhima was again recognized and said, Thank you, Madam Chair. The next one is finding an opportunity for water system utility improvements. As you know, we continue to discuss to what the outcome of one of the wells is with Saint Cobain. That's still going on. And at the same time, we'll be talking with the State as well about opportunities that they have. As you know, this is a regional issue, not just a Hudson issue. And as you have in the memo, I sent a letter out to the state saying, we believe this is a regional problem, we're looking for solutions, we're working with Saint Cobain. We understand there's issues also in Pelham, Windham, Londonderry and Litchfield and all that. And there's funding available at the state level. It's about 9.7 million dollars. And we'd like to start talking to them to what the opportunities are and what we can do on our system to improve our system. But at the same time, provide water to other people as well. What does that mean? We're looking at millions of dollars in capital. We're looking at millions of dollars over on wheeling fees. We're helping everyone else. We are going to be improving our fire suppression system, which means better rates for the taxpayers and businesses in town, which means savings on their insurance rates overall, probably into millions. And it's a feel-good project, and if we can make a little bit of money in the process, even better. But to do that, I need your blessing before I go in front of them to see what we can do.

And basically what that means is we need to identify things that need to be improved in town. And that means distribution systems, storage facilities, what we have, what needs to be updated. And after that, and the board's approving that and where we go, what I envision is this assessment will give us a rating on all the projects that need to happen or cost related to those and see what the State would like us to do. It's my understanding this time. This is a hundred percent State funded so there's no match required by us. This is just us going in to see what they're willing to do and then after that I envision this being a hundred percent on capital improvements in town. And as I said, we're looking into millions probably if it's all done, right. I'll take any questions you might have.

Selectman Roy was recognized and said, did you get a response to the letter you sent? Mr. Dhima replied, I did, I did, and there was basically saying submit something official to us to look at it. So I'm in front of you to basically say, would you like us to submit something official? Selectman Roy asked, so is there an application process? To which Mr. Dhima replied, no, this is basically us telling them, this is not an application. It's just basically money they put aside for ways to basically help everyone in this area with a PFAS. So it's not really a grant. That's why the form says funding opportunities. It's really, there's funding out there. Selectman Roy replied, so we just have to send them a letter and they'll send us money? We need to send them? What do you mean? Mr. Dhima replied the State is not here just yet, no. Now, it's basically us getting close to what we need to do with Saint Cobain and basically the State also looking to basically look at how this overall picture works. It's us giving them a plan of attack, a real plan of attack, that's gonna be something that makes sense. They're not giving money to anyone. I want to be clear about that. So there needs to be a scope of work and fee to what we think this is going to look like overall in the region here and us playing a key role in it. If that makes sense to them, they're going to support it. If it doesn't make sense to them, they're not going to support it. So that's what that is. Selectman Roy then said, and that \$9.7 million that's spread over how many communities? Mr. Dhima replied, that's out there, legislature put some money out there to basically, it's not assigned to any community. It is assigned to anyone, or it's assigned to maybe this area that needs to deal with the PFOA related Saint Cobain. That's my understanding. It's not like Hudson is going to get this much and Litchfield. It's basically there's 9.7.... Selectman Roy interjected saying but that wasn't the question. The question was, how many communities is this, does this cover? Mr. Dhima replied, there's no community right now covered under this, it's just basically.... Selectman Roy interjected saying, I understand that, but is it every community in New Hampshire that has the opportunity to do this then how many communities have the opportunity? Mr. Dhima replied, I don't know the answer to that. Selectman Guessferd added, the ones affected by it. Mr. Dhima replied, I would say so, yes. So I would say anyone around here but I know that means because what I'm understanding is that the area of impact keeps expanding or keeps moving. So I don't know. It's probably not gonna be someone from you know, adjacent to Canada that might go for this, I don't know, but it's basically anyone around here, and we're one of them because our wells are in Litchfield and Litchfield is impacted by it. I also know that there's some legislation there right now trying to get additional funding for certain communities like Litchfield, Londonderry, Merrimack, things of that sort on top of this. So, it's something that keeps evolving, and I don't, you know, this particular one does not have a town name on it. There's other ones that are talking about that's going to have town names on it, but this particular one does not. Selectman Roy then said, if they approve Londonderry, will that include us? Mr. Dhima replied, if that particular language, legislation is out there that he says X, Y, and Z and does not include Hudson, we're not included. This particular one does not have any town names on it, so I think that's why it's important we jump on this.

Selectman Dumont was recognized and said, I'll make a motion if nobody has anything else, to approve and authorize the Town Engineer to apply for this opportunity. Selectman Roy seconded the motion. Carried 5-0.

Selectman Morin then said, before we get off that, can you give me a rundown of how much grant money we've got in this year? Mr. Dhima replied, I think we just landed another million for Melendy Road. So, well, I mean, grant money, bridge aid, I have no idea, it's in the millions. I know on

top of my head we got 2.7 million for the twin bridges. bridges, which we're currently locked in right now. We're looking to get another additional \$300,000 in change orders for additional tasks. We got about \$670,000 for bridge aid from the state. The other day we got another \$150,000 for bridge aid. Steve is going to bring that in front of you in January, we're going to talk about how we're going to sign to that. So 670, so that's what another 850,000 on bridge. We got about \$670,000 for bridge, we got about \$670,000 for bridge, we got about \$670,000 for bridge. ,000, \$140,000 from DES on water grants, asset management, and lead and copper rule that we're doing right now. I got an email yesterday from the state saying that they're signing a project number and a million dollars to Melendy Road for the construction phase, which is huge. That's \$800,000 for the taxpayers don't have, come up. up, and we're doing very good. Chairman McGrath asked, is that all you've managed to get for us? Mr. Dhima laughing replied, I know, and yeah, and I, and this one, this one is going to be very interesting, the water one you just approved. This one is going to be the motherlode.

Selectman Morin asked, how much does it cost us to get all this money? Selectman Roy replied, it doesn't cost us as much as we get, right? Mr. Dhima replied, yeah, I think the return has been massive. I mean, I would say maybe 20, 30 grand if that, including even the ones you haven't got. I think the \$4 million that went for the transfer station. But we're waiting for round two. They told us round one we didn't make it, but there's a round two going on right now. We're still going to get play. I don't know. We might get a letter saying you got \$4 million for that. I don't know. Selectman Morin So just I want to clarify to the tax payers, for \$20,000, we've got millions of dollars. Thank you. Mr. Dhima added, it's been a good year. And it looks like it's going to be another good year for the town, not bad. bad. Chairman McGrath asked, so do you think you're busy enough? To which Mr. Dhima replied, a little bit, yeah. I can't spend it fast enough, Madame Chair. I can't spend it fast enough. No, it's been good, it's been good. You know, it's good. I mean, I think being the ninth biggest municipality, I think starting to feel like we're getting our fair share of the pie, or is it just me, I think we're doing okay. Now we're doing okay. Chairman McGrath replied, I would say so.

D. 77 Lowell Road Private Culvert

Chairman McGrath recognized Mr. Dhima who explained, 77 Lowell Road, probably most of you know that as the T-Bone Plaza. This particular one is owned by an LLC and is represented by a firm of attorneys in Nashua. This particular property has a six foot diameter steel pipe underneath it. It's located under the parking lot and under the building. It was installed in the 70s, it's over 50 years old, it's in need of repair. The owners are aware of it, the town, previous staff and myself and current ones right now have been talking to owners representative. They are aware of the issue. It is our position that they're not moving fast enough to address this. So after some back and forth, we feel that the best way to move forward with this is have the board of selectmen issue an order that we have to file with the court and basically put them on notice of what our expectations are. This particular culvert provides waterways waterways for the Second Brook. So we have three brooks in town, First Brook, Second Brook, Third Brook. This is not a little stream, this is the real deal. We need to make sure that the owner understands that there's really implications here if this is not addressed, blocking the waterway, creating issues for their own property, for the parking area, for the building. So we feel that this is the best way to move forward. We file something official, they understand that they're on notice, and we give them some timelines, and they gotta get going.

Chairman McGrath asked anybody have any questions? Comments? Selectman Roy said, actually I do, have you had any contact with them? When was the last time you had contact with them, I guess? Mr. Dhima replied, I called two individuals that I've been dealing with two weeks ago, left both of them voicemails requesting an update on the matter. I've not got a phone call or an email from both individuals as of tonight at 7 o'clock, right before the meeting. I don't think they're

taking it seriously. I don't think they're moving fast enough, or maybe we just are too fast, but I don't like the pace they're going at. It's over 50 years. years old, it's not going to get better, it's not like wine. So they need to get going and my biggest concern is it's going to take a long time to get through the permit process. And the permit process is going to dictate what they can and cannot do. I think they're under the impression that they're going to go to the State and say, this is what I'm going to do and this is it. And that's not how it works now. We do this a lot for our own projects, for our own infrastructure. DES is handling things differently than they did five years ago. I think they're going to find that out the hard way, and they're only going to find that out when they really get going on the process. And I think that that's the biggest challenge, get the state to approve what they're thinking they can do out there. Because they might find out they're not going to be able to do what they think they might be doing. So, they need to get going and they have not approached the State yet. That's my biggest concern, they need to start talking to Department of Environmental Services. Selectman Roy replied, I'll tell you what, that rain the other day had me nervous. Mr. Dhima replied, the pipe is half full, the pipe is half full. When I walked in 2016, I was able to see all the way down and that's not the case today. That pipe is half full, there's a lot of moving, there's a lot of water moving through that pipe.

Chairman McGrath replied, I think we need to get on that and. Mr. Dhima replied this will get their attention. Chairman McGrath replied, well, it should get their attention. And if it doesn't, then their tenants are going to get their attention. Because the tenants have to know what this could mean for them. Mr. Dhima replied, so, just so we're clear, the tenants will be notified about this matter. The owner will be notified. The mortgage company will be notified. The lawyers representing this LLC group will be notified. And as a courtesy, we're going to notify the AG's office, DES, and the Army Corps of Engineers as well, just to make sure we're notifying everyone that should be notified. And now, I'll see where it goes. I am confident that I'm going to get a call right after this issue, whether it's just me. Selectman Guessferd replied whether they do anything about it or not, that's a whole different ball game. Selectman Roy added, right, that's when we have to take the next step. Chairman McGrath then said, but again, once the tenants get a hold of that and the implications of not doing anything, then they're going to put some pressure on them. I met that guy years ago and doesn't surprise me that he's dragging his feet and thinking that he can just not do anything and this is I mean this is dangerous in a lot of ways so I think we're doing the right thing sending the note for out, and it's up to them. If they decide that they're not going to, you know, they're going to just kind of give us something, some sort of a signal, then, you know, it's going to be up to them. And their tenants are not going to take it kindly. Not one of, there's one in particular that really will be hot after them. So anyway, yes, I think that we should send, send that out. Selectman Morin made a motion, seconded by Selectman Guessferd to authorize the attached order pursuant to RSA 155-B and authorize the town attorney to proceed with the necessary process to serve the order and authorize the order of the Ninth Circuit Court, District Division Nashua. Selectman Guessferd said, I'll second the motion, but I do ask that we-- there's a typo in the order itself. Next to the last paragraph, it says 108, and then it has 180 in parentheses. That's just a Y that's missing. That's all. It's a minor. But to me, it's a significant typo. So just correct that. The Town Administrator replied, the Attorney did this so well to point it out to him. Mr. Dhima replied, we'll make sure that's taken care of before we send it out.
Carried 5-0.

E. Community Center Generator Transfer Switch

Chief Tice began by saying, thank you, Madam Chair. Good evening, everyone. So after we bought the generator light tower and sign boards, with the Homeland Security Grant, we had a balance of \$19,954.50. So what we wanted to do was use those funds to install a transfer switch at the Community Center. so we'd be able to connect the generator and power that building. We went through the State, they approved it, we went through the RFP process. I know Deputy Paquette met with several vendors, but in the end we only had one bid which was for \$25,942, which is \$5,969.50 over what we had to spend. And where this is an unbudgeted

expense, I recommend we reject a bid at this time. And then we can consider it end of the budget year. We have until 2025 to spend this money. Chairman McGrath said, so repeat the dollar amount again? Chief Tice replied what we have for a balance is \$19,954.50. And the sole bid came at \$25,924.

Selectman Morin was recognized and said, this is basically our center when we have a disaster where everybody goes, cooling center, warming center. It's over \$5,000 is what you need? Chief Tice replied, it's five, it's almost \$6,000, yes. Selectman Morin added, I mean, what this building is useful, we have the library and we have those other places. But this is our emergency center for our residences. There's somewhere we could come up with \$6,000? The Town Administrator replied, it was a little early in the year for me to make a strong recommendation. That's why we were trying to reject this and defer it, but we will come back with it just right now. We haven't even started the winter yet. I'm a little hesitant to. Chief Tice couldn't identify it in his, so I'm just a little hesitant for a couple more months, but we can't let this hang. We have to, reject this and then go out. And hopefully we get a better price because we only had one vendor, perhaps we'll get more competitive competition.

Selectman Roy was recognized and said, so this isn't like a standby generator that it automatically turns on when the power goes up? Chief Tice replied, the generator we got with the grant is a trailer generator, so it's movable. So that's what the extra money would just like Selectman Morin said. we can use the Community Center for a cooling center, a heating center. We have elections, we have town meeting there, but it just, yeah. Being like Steve said, at this point in the budget year, and this being unbudgeted.

Chairman McGrath asked, Selectman Dumont, do you have a question? To which Selectman Dumont replied, Yeah, I'm ready to make a motion, but I do have one question as a part. for us to see a copy of that bid? Chief Tice replied, yeah, actually, you want me to. Chief Tice replied, I can you email it to the whole Board tomorrow. Selectman Dumont replied, if you could, I would just like to see it, yeah. But I am ready to make a motion if anybody else...

Selectman Morin was recognized and asked, we've got nothing in Emergency Management we could? Chief Tice replied, no. Selectman Morin asked, would this fall under emergency management? Chief Tice replied, that's what I thought, too, but there's really not a lot of money there at least not at this point. You know, when we get closer to the end of the budget. Selectman Morin replied, no, I get it. Selectman Dumont made a motion, seconded by Selectman Morin to reject the sole bid from Stello's Electric for a generator transfer switch for Hudson Community Center in the amount of \$25,924, as recommended by the Fire Chief. Carried 5-0.

F. WorkInvestNH - EMT Program Reimbursement

Chairman McGrath recognized Chief Tice who said, basic EMTs as a condition of their employment. They have to be AEMTs, advanced emergency medical technicians. That's a job requirement. With recruitment/retention, where it's at, we feel it's it's very important for these people to be successful in their program. So we're taking the step to run our own program, which is going to provide us direct oversight and detailed feedback. So if there's any of these employees, some of which are very young in their career, having any problems, we're going to have direct immediate feedback to give to their supervisors so they can get remedial training on shift. We feel this is going to be the, this is their best chance for success. And these expenses for the training can be reimbursed from the State of New Hampshire Employment Security under the WorkInvestNH-EMT Training Program, which is a program the State created to help fund new EMTs and AEMTs due to the shortage of EMS providers in the State.

We've been in contact with them. Everything that we're doing is in alignment with their requirements. So at this point, all we need to do is complete the program and then submit the

application with proof of payment for a reimbursement of 100%. At this point, they say they'll cover the books, the course, equipment and testing. Selectman Dumont was recognized and asked, that's something that provides for the instructors as well? Chief Tice replied, yeah, that's the cost of the course. Selectman Dumont then asked, are those third party instructors, have they come to you guys? Chief Tice replied, no, we're using our own employees. And paying them directly and running our own program. Selectman Dumont then asked, and those instructors have to meet certain qualifications? They're approved by the State? Chief Tice replied, yeah and they've all instructed AEMT programs in the past.

Selectman Roy made a motion, seconded by Selectman Dumont to authorize the Fire Chief to apply for reimbursement from the WorkInvestNH-EMT program for our in-house AEMT program, as recommended by the Fire Chief. Selectman Dumont seconded this motion. Carried 5-0.

G. Personnel Policies - Longevity Incentive

Chairman McGrath recognized Town Administrator, Steve Malizia who said, now that we've negotiated the firefighters contract, that was the last union contract that we negotiated a longevity incentive for employees who work 20 years. We give them five personal days to use. They're not cashable. You can't cash them in for money. You don't get paid when you leave. But it's an incentive that's in all of our union contracts. So in order to keep things equitable, now that it's all been in the union contracts, I'm proposing that we add it to the Town's Personnel Policy to cover the non-union personnel who meet the criteria of 20 years of service to the Town. You can see the policy. It's basically the language at the very end of the policy. The last paragraph on page three. This is the same language that's in the contracts. And in keeping with your policy, this is the first reading of this. I'll bring it back on the ninth for a second reading. But if you approve, this would be the same language that all the union employees get.

Selectman Roy asked, where is it again, that it says that it's five days non-lapsing? Mr. Malizia replied, page three, the very last paragraph, all employees receive a one-time award of five non-lapsing. I don't have that copy. Mine says on written application and with the approval of the town administrator, an employee may transfer not more than 25 % of his or her. You don't have a paragraph. after that? No. Selectman Dumont replied me neither. The Town Administrator said, I don't know how that happened. Just for clarity, it says longevity incentive, all employees will receive a one-time award of five non-lapsing personal days upon completion of 20 years of service to the Town of Hudson. These days may not be sold back to the Town and will not be paid out when leaving employment. This is the exact same language. I'm surprised you don't don't it's the same copy. So if that's okay, I'm going to bring it back to the motion to send it to the second reading, I think is what we're looking for.

Selectman Guessferd then said, I just had a comment. I'm not trying to throw a fly on you, I'm here, but in the event we don't, the Town doesn't vote these contracts in Selectman Morin added, I was going to say the same thing. Selectman Guessferd continued saying, then what happens? Then we have this, are we kind of moving this too fast? The Town Administrator replied you have four contracts that have it. The last one didn't have it. We just negotiated it, so I was just jumping the gun a little on it because it seemed like it, we negotiated it with them. I at least wanted to give them the opportunity to get the same language. Selectman Morin then said, where it's Town policy, do they get it automatically? The Town Administrator replied, no. contracts go to contracts. So if it's not articulated in a contract.

Chairman McGrath asked so what's the appropriate motion? The Town Administrator replied, the motion I'd recommend is to send the proposed personal policy change to include a longevity incentive for 20 years of Town service to a second reading on January 9th, 2024. Selectman Morin made this motion, seconded by Selectman Dumont. Carried 5-0.

H. Fiscal Year 2025 Town Warrant

Town Administrator Steve Malizia explained, Next up is the Fiscal 2025 Town Warrant. As is practiced every year we've seen warrant articles come in. They've come in sort of random, not randomly, they come in by department. So what I typically do is make a proposal to you folks, this would be the Town order. In other words, when we do our ballot, when we do our Deliberative Session, when we do our public hearing, public notice, this would be the order of the warrant. It follows the stated nomenclature, the general fund, water funds, sewer funds, and those are always at the beginning. Those are the three big ones, followed by labor contracts, which is important to us, followed by any personnel requests, and then we get into sort of capital improvement projects, be it town-wide paving, Melendy Road Bridge rehabilitation, and then we get into the Capital Reserve Funds, the existing funds that we have. We then get into, if we're establishing any new capital reserve funds, I think there's one this year, and we're also going to hopefully discontinue one, so it follows that order. And then we get the exemptions that we received for the elderly, disabled, and blind. Revolving Fund. We have two lease agreements, and that's why you have an amended copy because it didn't have the solar farm on it that's on here now, and then any petitions go at the end. In the order we receive them. So, we're up to 28 articles here. I know there's going to be a slew of zoning amendments. So we're probably looking at 39 to 40 something articles on our warrant. So these numbers are not set in stone. This is just the order that I'm proposing. But the numbers are going to change. Probably start with number 9 or 10 or 11, depending on what the Planning Board comes out with.

Selectman Morin said, I looked at both of these (handouts). Is there any different than the one that's on ours? The Town Administrator replied, so what's different is I added article 25 for the West Road Solar Farm. I put that at the end. And I also took the liberty of yeah, that's what I had to add, because it wasn't on it before.

The Town Administrator then said, so, two things. I think the Planning Board can still get petitioned articles through tomorrow. The Town can still get petitioned articles through the 9th of January. So any petitions we receive will go at the end. And I just do them in the order we received. It's just the most equitable way to do it. Lengthy.

Selectman Morin asked, do you know how many you guys got off the top your head? Mr. Gasdia replied, I want to say it's like seven. I don't remember. Mr. Malizia replied you're spending \$90 million worth of one page. We spent, you know, half that with 10 pages. Mr. Gasdia replied we got one really big one. A couple of contracts and capital reserve fund, but nothing. Mr. Malizia then said, but as we go into like the public hearing for the budget with the Budget Committee in mid-January and then we start getting the Deliberative Session, we need to get the order. And so that's typically why we do this now, so we can start getting everything lined up. Right now, I have ABCD and they're not in any kind of real logical order. The contracts are at the end, for example, this puts them where they deserve to be near the top. I don't know if anybody has any questions. Seeing no questions from the Board, the Town Administrator said, so if that's if that's okay I would recommend you approve a motion for the order of the Fiscal Year 2025 Town Warrant. Selectman Guessferd made this motion, and Selectman Dumont seconded it. Carried 5-0.

I. November 2023 Revenues & Expenditures

The Town Administrator was recognized and said, Revenues and expenditures, we are five months through the year, 42%. Again, it's early because we've not had any winter expense yet. And obviously I keep repeating this, but things like the trash contract and a good portion of to legal fee. are already incumbent, so it skews the numbers. But everybody's pretty much where I would expect them to be at this point in time. Public Works is a little high because they had the summer work. Now, that's going to go into winter mode, but everybody else is right around that

40 something percent. Motor vehicles still doing really well, 46%. We're about \$158K over where we were last year at the same time.

So that's still continuing to be strong, and interests were about \$240K over where we were. So as negative as it is for people borrowing money, it's great if you're investing money. So from the Town's perspective, we've done well with our conservative safe investments of the Town funds. So that goes a long way. We should have a very good year when it comes to interest, which we can go to our fund balance, which you can either use taxes with or fund some other project down the road.

J. Petition Warrant Article - Comprehensive Infrastructure Study

Town Administrator Steve Malizia was recognized and said, since we last met, we've received a petition for a comprehensive infrastructure study. The petition was reviewed by the Clerk's Office. It has the requisite, it actually has more than the needed number of verified signatures of registered voters. So it's a valid petition that would go forward. And basically, tonight, you either recommend or not recommend this article. It's lengthy, I don't know if you want me to read it, but it's pretty lengthy, but in essence, it says, should the Town of Hudson complete a comprehensive infrastructure study independently run by a qualified third-party contractor unrelated to the town of Hudson or the Nashua Regional Planning Commission, then it lists a bunch of things that might be studied. I believe you will. all have the language. This is verbatim, it's submitted by a citizen, and again it goes to the warrant. The question is, do you recommend or not recommend this article?

Selectman Roy spoke up saying, so I have a question. There's no appropriation associated with this, so would it just be advisory at that point? The Town Administrator replied, without an appropriation, I can't spend money, so that would be my assumption, without any appropriation. Selectman Guessferd said, yeah, that was going to be my question. The Town Administrator replied there is no funding and my understanding you cannot pull this back. Selectman Roy replied, yeah, no, I understand that. The Town Administrator continued saying and you cannot raise money on the floor Town Meeting for something that doesn't have an appropriation. Selectman Guessferd replied, so that can't be changed at town meeting. The Town Administrator replied, that's my understanding from our attorney.

Chairman McGrath then said, so what's the point of putting it on the ballot? Selectman Morin replied, it's got no choice. Selectman Roy replied, we have to put it on the ballot. Chairman McGrath replied, I know that. Selectman Guessferd asked, what's the point of recommending it? To which Chairman McGrath replied yeah, I mean recommending it or not recommending it. Selectman Roy said, I think that from my perspective anyways that I think it's a good idea. But I also think that it's advisory cuz there's no appropriation. So if we don't have the money to do it, then we don't do it. Selectman Guessferd asked, now, does this encompass anything that we're already doing in terms of any other studies that have been done recently? It includes emergency services, comprehensive traffic study, traffic study? There was a traffic study that was done, correct? Selectman Roy replied, right, but I don't think it was as comprehensive as what they're talking about. Selectman Dumont said, this is for the entire town, that one identified major areas. Selectman Guessferd added, it was more specific. Selectman Roy said, that was my only questions about the appropriation. Chairman McGrath asked, anybody have any comments? The Town Administrator then said, so as I said, you have two choices. One is to recommend the petition warrant article or the others to not recommend the petition warrant article. That's the annotation that'll be on the article when it shows up on the warrant.

Chairman McGrath asked, anybody have any anything that they'd like to add? Selectman Morin yeah, I've got a question. Just looking at number one, comprehensive traffic study impact for entire town to include all developments being built and approved to be built. How can we do that if it's already in the process? That's one question. I mean, is that going to hold them up because

we got to wait for this? Selectman Roy replied, I wouldn't think so. Selectman Guessferd added, I don't think you'd have to wait for it. Selectman Morin replied, well, but it's listed in here. I mean, that's part of this. thing that that traffic study has to be related to those developments, so can we do that? Selectman Roy replied, yeah, but then it interrelates to other developments that are either. Selectman Morin replied, I understand what you're saying, but it says to include developments being built and approved to be built. So that means like, Target? it's already approved, so can we do that?

Selectman Dumont said, excuse me, Madam Chair. Currently, the way that the traffic studies from my experience in handling them and speaking in the past is they already do that. So let's say a new developer is coming in and they have an upper proposal. When they're doing their traffic studies, they're already looking at approved developments through the Board. So I believe it's possible. I don't think it causes an issue with things going forward in the future. In the future Selectman Morin replied, the future I don't mind but stuff that's already done or being built. Selectman Dumont replied, it sounds to me like it would take it from the moment, if there was funding available or if they moved forward with it, at that moment in time, what was approved. Selectman Morin replied, but that's not what this petition warrant article is written that its plans that are being built. So that's my legal question. Because this requires us to do that if this passes, if we vote on this and it passes. Cuz that's the way it's written. Selectman Dumont replied, I was taking it as, at that moment in time, what was approved and what is currently existing, which from my experience, traffic studies normally already do. Selectman Morin replied, okay, Target at that time is still going to be going on, that's my point. Selectman Dumont replied, so they would use the numbers that that traffic study had and they would incorporate them into update this new one. Is the way that it's going to. Selectman Morin then said, so let's clarify that. Because that could put us where we don't want to be. Selectman Dumont replied, yeah, I don't think it slows anything up. I think it's I think they're, they'd like to make sure that those numbers are included. And from my understanding, that is that's normal practice.

Mr. Malizia replied, I can't speak to the intent, but that sounds like what you're saying, I understand what you're saying. And it sounds that would be reasonable. Selectman Roy added, I don't think we could stop anything that's already in progress, I mean, it's been approved by the Planning Board. Selectman Dumont replied, I mean, for me personally, I think all of these are items that we should know to begin with. With it being advisory, I don't really have a problem with it, because if the money's not there, obviously it doesn't happen. If the money's there, we can do it, then fine. But, easy enough for me. me. Chairman McGrath replied, it has to go on the ballot, so are you going to recommend it or not recommend it? Selectman Guessferd replied, I'm okay with recommending it myself. Selectman Roy replied, I am too, I mean just based on the fact that it's advisory. Selectman Guessferd said, advisory. that if it wasn't advisory, that was my major concern that I looked at. This is not a zero dollar you know, study. It's not like it's just magically going to happen, you know, it was zero dollars. And so I'm okay with it.

Chairman McGrath asked, anyone else? Seeing no further comments, went on to say, I think that whoever created this, I think actually intended more to be done. And they're not going to be happy with the outcome because they didn't include, I think, what they were actually aiming for. So you know is it okay to say yes we'll put it on the ballot and just you know let it go. We don't know who actually wrote this. Selectman Guessferd replied, yeah we do. Selectman Roy replied, we do. Chairman McGrath went on to say, I mean, well, we, you know, names on it, but I think that they actually intended something far more encompassing. Selectman Roy replied, like what? Chairman McGrath replied, I don't know. I mean, I'm just, I read it, I'm not looking at it now, but I read it, and when I read it, I thought they have more in mind than what they actually wrote. That's all. Selectman Roy replied, even if we did it, we would only be bound to what's in the warrant, you know?

Selectman Dumont was recognized and said, for me, just based on what I'm supplied with, I'm fine with these things, these are all informational points that I think that everybody would need

anyway. And they do happen periodically. So I would make a motion, I believe, Mr. Guessferd did you? Selectman Guessferd replied, I haven't made the motion yet. I mean, one of us can make the motion. So if you want, I'll go ahead and make the motion if there's not any more discussion. Selectman Guessferd made a motion, seconded by Selectman Morin to recommend the petition warrant article to complete a comprehensive infrastructure study, independently run the by a qualified third party contractor. Carried 4-0-1. Chairman McGrath then said, I abstain for the reasons that I just spoke about.

9. Board Liaison Reports/Other Remarks by Selectmen

Selectman Roy: I don't have anything. Thank you.

Selectman Dumont: I don't have any new updates, and we do have an upcoming Zoning Board meeting this week on Thursday. But other than that, I just want to wish everybody Happy Holidays and a happy New Year. Thank you.

Selectman Guessferd: Okay, so we got a couple things. So I'll go through the Planning Board right now. Obviously, we're going to be looking tomorrow at some zoning articles, and we'll be reviewing those and approving those to move forward, or not. We did have and you had mentioned, Madam Chair, recently that you were interested in, you know, kind of, at least for awareness, knowing what's going on in terms of plans. So at our last meeting, we had two, I'll call them significant plans that came forward. One of them was the storage piece of the Litchfield 172 unit development that's right on the border. Right on the line here, the northern part of Hudson. Part of that development is the storage units that they're going to put in and that's on our side of the line. We did approve that. It was approved on the other part of it by Litchfield. They're already moving forward. If you've driven through there you can see that they're already working in there. In that area where BAE used to be, the range, the antenna range there. So that was one thing.

The second thing is we did see finally a site plan for the intersection of Lowell Road and and Central Street. Mr. Sousa brought forth the plan for the gas station that he had given us, a preliminary plan for for probably six months ago or so. So that first saw light of day at the last meeting. We did, as a Board, the Board recommended it as a site plan of regional impact, due to mostly traffic concerns that would flow, possibly, into Nashua. So that kind of slowed it a little bit so that we have to notify the neighboring towns. It will be coming back at the end of this month for our next look at it, our next take on it on the 27th of December. So otherwise, we probably would have had that night off, but we've got a lot of things on the agenda. So we're looking at looking at that plan again at that point. So tune in. I think it's something that's going to be important for us to address and work through.

The only other thing I have is more fun stuff. Santa came through Hudson the other day. Yeah, it was all the way all around the streets and I wasn't there at my property because he came through after I had to go somewhere so but I heard it was a big success had a great turnout they moved it up by a couple hours because of the rain that came in later on the day so that was a good a good time at all it's you know we thank Santa for his visit to our humble humble little town here.

Other things we now have another comedy show coming up for the Rec Department and the proceeds go to the scholarship fund. So that is going to be on the 27th of January. So info will be out later this week with registration info. It fills up fast, so get your tickets quickly.

Basketball, all the leagues, there's five basketball leagues that we hold between adults and kids. They're all up and running. and it's at the Community Center seven days a week. So they're busy. And then finally, we mentioned it last time, I mentioned it last time. There is what's being called the Southern Tour of Lights. That is, people could sign up for it to have their property on the list.

So that they can put out a map, people can go by, drive by, and see the wonderful lights people put up in front of their homes. So the final list of addresses is on the website, the Rec website, and on the Rec Facebook page. It includes 13 towns in southern New Hampshire, so you can spend a lot of time out there looking at lights and drive to view the lights every day. So that'll be something fun that people can do if they just are out there driving around and download their map and see where the lights are going to be. And we have some people on our side. town that you probably know there's a probably a few places in town here that are on that list.

Other than that we wish everybody happy holidays coming up there's lots going on be safe you know do the right thing and we're looking forward to seeing everybody after the first of the year.

Chairman McGrath said, I'm just going to make one comment about what of the things that you mentioned. The Planning Board citing regional impacts. I think that our community does a great job of doing that. It's unfortunate that other communities don't do the same thing when we have, the impact is on our end of it. And Nashua is known for not calling it a regional impact. And the impact has great significance to the Town of Hudson. And I think that that's a shame. And whoever is NRPC should be notified about that. Because I don't know if it's the mayor that's making that decision or who it is. But some of the development that they have over in Nashua has really significant impacts to the Town of Hudson. And we're never notified of that, or given the ability to comment on it. So, but thank you for that. Selectman Guessferd replied, you're very welcome. All you have to do is go across the bridge and go over on Bridge Street and Canal Street. There's a couple of big developments over there. Chairman McGrath said, not only Canal Street. East Hollis Street. Selectman Guessferd replied, East Hollis as well. But there's two new ones that are going up on Canal Street. One of them is huge. Chairman McGrath replied, it's just horrible. Anyway.

Selectman Morin: Last night we had a Conservation Committee meeting. They discussed a development that's going off of Campbello Street. It went through the Conservation with some suggestions to the Planning Board. Sandra Rumbaugh, one of the members of the Conservation Committee, she attended her last meeting last night. She's stepping down. I just wanted to take time to thank her for all her work and the years that she spent on the Committee.

Budget - we are doing a wrap-up on the schools tomorrow. tomorrow night. The one thing right now, but they came in with an increase of their budget, just under five million dollars. Once everything got done, there was an agreement basically that the committee, Budget Committee and the School Board, or the Schools and the School Board will look at it jointly to see what we can do with the budget. We'll see how that comes out.

Let's see send out congratulations to Mike and Jackie from HCTV they were awarded a second place from the Alliance of Community Access which covers New York and all the New England states for a program they did on the Alvirne High School fire so that's that's a huge thing huge award for them too but we all know that they do good work anyway.

And the last thing I got is Linda Pilla from the Library called me the other day and the town is going to turn 350 years old this year. And they were wondering if we would like to do something and join the library or make this a big event, a big ceremony. I do have to check one thing though with the historical society because in 1996... 1996 we did 300 years and it hasn't been 50 years since 1996. Selectman Roy said, so the little seal up there says 1746. Selectman Morin replied, and the thing is, and of course Hudson was incorporated twice. Once in 1663 I believe and 1746. So we got to find out which is the real date and then, but she's willing to move this forward if the Board wants to make this a huge celebration. We just got to figure out. Selectman Roy said, it's actually 350 years. Selectman Guessferd added, and I know a big band that might be able to play. Selectman Morin added, when we did it in '96 we had a grand ball, parade the whole thing,

but it hasn't been 50 years since we did that in '96. We'll find out and I'll bring back more if that's that's where that goes. And I just like to wish everybody a Merry Christmas and a Happy New Year also.

Selectman Roy was recognized and said, I just want to comment on Mike and Jackie. They are two of the most workable people. They are always pleasant. They really do deserve that award. I'm so happy that they got some recognition for their work because they are both amazing people. They never say no. They try to do everything. Again, I just wanted to reiterate how what great people are. they are and how well they do for the town. Chairman McGrath replied, and I think you've got full agreement from all of us.

Chairman McGrath: and I don't have any reports to share with anybody, but I do want to wish everyone a very Merry Christmas. Happy Hanukkah for our Jewish friends, and I hope everyone has a safe and happy holiday.

10. Remarks by Town Administrator

Town Administrator Steve Malizia was recognized and said, I see those sentiments, happy and safe holiday, and happy New Year to everybody. We'll see you next year.

11. Remarks by School Board

Chairman McGrath recognized School Board member Gary Gasdia who said, All right, yeah, don't have too much. Selectman Morin said it, my HCTV tomorrow night, the School Board wrap up. Yeah, I just do want to say, the budget did go up a lot, a lot of that. If I'm being completely candid we had a pretty big teacher contract, which we needed to do. I thank the voters for doing that. But when you have a substantial increase to the biggest portion of your budget, it does go up. So I appreciate the willingness, it seems, between the Budget Committee and the District. We're going to see what we can do. But must see TV tomorrow night.

And then a couple things, we're wrapping up the school year. Unfortunately for the kids, they go on all the way through till Friday, December 22nd. So they only get one week's vacation this year. But a couple of concerts coming up next week. Well, actually, this week it's the chorus concert, and next week is the band concert. And as I mentioned last time, there's still time to vote for our marching band. If you go to metallicamarkingband.com, or if you text #HSALVIRNE to (833) -609 -0330 our marching band could win up to \$15,000 for their performance this year. And so happy holidays, merry Christmas to everyone and see you next year.

12. Nonpublic Session

Motion by Selectman Guessferd at 8:27 p.m., seconded by Selectman Morin to go into non-public session under RSA 91-A:2 (a) Strategy or negotiations with respect to collective bargaining. & RSA 91-A:3 (II) (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph. (i) Consideration of matters relating to the preparation for and the carrying out emergency functions including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life. A roll call vote was taken. Carried 5-0.

Nonpublic Session was entered at 8:27 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered open session at 8:58 p.m.

Motions made after nonpublic session:

1. Selectman Guessferd made a motion, seconded by Selectman Roy to overturn the Step 2 Grievance filed by the Hudson Firefighters Union IAFF Local 3154 for Article XVIII Insurance grievance: Grievant Sarah Delos Reyes. Carried 5-0.
2. Selectman Morin made a motion to adjourn at 8:58 p.m. this was seconded by Selectman Guessferd. Carried 5-0.

13. ADJOURNMENT

Motion to adjourn at 8:58 p.m. by Selectman Morin seconded by Selectman Guessferd. Carried 5-0.

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

Marilyn McGrath, Chairman

Dave Morin, Vice Chairman

Kara Roy, Selectman

Bob Guessferd, Selectman

Dillon Dumont, Selectman



TOWN OF HUDSON

Office of the Assessor

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



*Agenda
1-9-24*

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

7B

TO: Board of Selectmen
Steve Malizia, Town Administrator

December 18, 2023

FROM: Jim Michaud, Chief Assessor

RECEIVED

RE: BOS Meeting – 12/12/2023
Veterans' Tax Credits questions

DEC 18 2023

TOWN OF HUDSON
SELECTMENS OFFICE

The Assessing Department wishes to address questions that were asked at the BOS meeting of December 12, 2023 in regards to veterans' tax credits. NH State law in regards to veterans' tax credits states:

72:29 Definitions. –

I. The word "resident" as used in RSA 72:28 , RSA 72:28-b, and RSA 72:28-c shall mean a person who has resided in this state for at least one year preceding April 1, in the year in which the tax credit is claimed.

72:33 Application for Exemption or Tax Credit. –

I. No person shall be entitled to the exemptions or tax credits provided by RSA 72:28, 28-b, 28-c, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-b, 39-b, 62, 66, and 70 unless the person has filed with the selectmen or assessors, by April 15 preceding the setting of the tax rate, a permanent application therefor, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the exemption or tax credit is claimed and that the applicant was duly qualified upon April 1 of the year in which the exemption or tax credit is first claimed, or, in the case of financial qualifications, that the applicant is duly qualified at the time of application.

The law citations referenced in the above RSA's cover, in the first RSA cite, veterans tax credits, in the second RSA cite it covers all exemptions and credits. In order for someone to receive a veterans' tax credit, assuming all other requirements are also met, the veteran has to be a NH resident for a minimum of 1 year in back of the April 1st start of the tax year in which the credit will be claimed, they also have to be a resident for as of April 1st, and the property has to be a legal residence for as of April 1st of the tax year in which they apply. In addition, they have to file timely, by April 15th in the tax year in which they are applying. The BOS meetings in Nov/Dec/Jan, after the final tax

bills go out have are when we bring pending veterans tax credits to the BOS as their applications are then timely for BOS action for the following property tax year.

The following are germane to veterans' tax credits that the BOS reviewed and passed at the BOS meeting of December 12, 2023;

1. 15 out of the 17 were applications received after the April 15th 2023 filing deadline (in addition to that quite a few of those above also did not have their 1 year NH residency requirement met)
2. The remaining two did not have 1 year of NH residency for as of April 1 2023

I hope the above will assure the BOS, and the public, that the department did not delay the action of the BOS to consider granting the veterans tax credits, rather, the department timely followed state law in regards to the veterans' tax credit process.



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

Agenda
12-12-23



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

7C

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 4, 2023

Re: Personnel Policies – Longevity Incentive

I am requesting that the Board of Selectmen consider amending the Town's Personnel Policies by adding language to the Leave, Earned Time section of the policy. Now that we have negotiated the IAFF Union contract, all of our bargaining unit contracts contain language that awards employees a one-time award of five (5) non-lapsing personal days upon completion of twenty (20) years of service to the Town of Hudson. Similar to the language in the bargaining unit contracts, these days may not be sold back to the Town and will not be paid out when leaving employment. I have amended Section VII. Leave, Earned Time and I am attaching the proposed language in the Personnel Policies for the Board to review. I would also note that the language is modeled on the longevity incentive language that is found in the collective bargaining agreements.. Should the Board accept my recommendation to edit Section VII Leave, Earned Time to include a longevity incentive, the following motion would be appropriate:

Motion: To send the proposed Personnel Policies change to include a longevity incentive for twenty (20) years of Town service to a second reading on January 9, 2024.

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

Town of Hudson, NH
Policies and Procedures



Section: Leave
Subject: Earned Time

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

VII. Leave

1. Earned Time

Purpose: to establish a policy and guidelines for the use of earned time for non-represented Town of Hudson employees; to ensure that earned time leave is scheduled with consideration to the operational needs of the Town, and to establish a procedure for communication and approval.

Statement of Policy: Represented employees receive earned time in accordance with the provisions of their applicable collective bargaining agreement.

Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash as the time of termination (except as noted further in this policy). Earned Time is available as soon as it is “earned”. The exact number of Earned Time day available each year will depend on the years of service to the Town.

Note: Bereavement Leave is provided by a separate benefit. (See Policy VII D)

Coverage: Members who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

0 thru 5 years	25 days per year
6 thru 11 years	29 days per year
More than 11 years	35 days per year

For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of seniority (i.e. years of continuous service to the Town). Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental

compensation such as overtime are excluded) and on years of service to the Town. Note: For purposes of this article, one day shall be defined as 8 hours for all employees.

Termination and Restoration of Service Credit: A member whose break in service from the Town is less than one year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one year an individual will earn one year credit for each year after return, until the total past credit is accrued. After five years of employment following return to work, credit for all previous service will be given.

Usage: Earned Days may be used after being earned including during a member's probationary period. Absences will be mutually agreed upon by the employee and the Department Head or his/her designee prior to the date of absence, unless the employee was unable to anticipate and plan for the absence. Requests for earned time usage shall not be unreasonably denied. Denial of earned time shall be based on needs of the Department and reason(s) shall be provided to the employee in writing. Earned Days may be used in units of one or more hours. Earned Time benefits accrue only during the initial 3 weeks (15 working days) of sick leave pool usage. Each separate use of the sick leave pool, however provides for the continuing earning ability.

Sick Pool Leave: The Sick Leave Pool is intended to provide security by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the member may pick a given number of hours to exchange for coverage in case of extended disability.

Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

- a) Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability. Earned Time must be used during this Sick Pool waiting period.
- b) A physician's report must accompany the request to use Pool days.
- c) It is not necessary to use up all Earned Day before using Pool days.
- d) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
- e) Periodic doctor's reports may be required.
- f) The maximum Pool day accrual is 150 days (i.e. the maximum conversion of Earned Days is 50, which would convert to 150 Pool days). If Pool days are used, or if a member wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned Time day may not be converted to Pool days at any other time.

Sick Leave Pool is not available to employees on a permanent percent time appointment of 50%-74% by virtue of the fact that they are not eligible for Town provided disability benefits.

Maximum Carryover: Employees on roll effective July 1, 2005, shall be permitted to carry over to future years accrued earned time up to a maximum of ninety (90) days.

Employees hired after July 1, 2005 shall be permitted to carry over to future years accrued earned time up to a maximum of sixty (60) days.

Any accruals which cannot be carried over will be paid out to the employee within two periods, not to exceed fourteen (14) days.

All accruals will be paid to the employee at the time of termination, retirement or layoff, unless such termination was for cause. However, since a two (2) week notice is considered to be appropriate, in cases where such notice is not given, a pro-rata payment for Earned Time Accrual, based on the notice given will be made. In the instance of death of an employee, any such payment will be made to designated beneficiaries or to the employee's estate.

All accrual payments shall be at the base rate in effect at the time of the payout.

Annual Buyout: Employees may request, during the first week of June or the first week of December, payment for accumulated Earned Time in excess of eighty (80) hours. Requests will be granted only in units of ten (1) hours, i.e. ten (10) hours, twenty (20) hours, thirty (30) hours, etc.

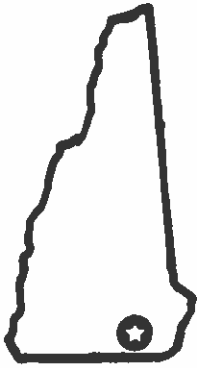
Earned Time, when paid in this manner, will be at one hundred percent (100%) of its value based upon the employee's current rate of pay on June 1st or December 1st. Payment will be made in the last paycheck of the fiscal or calendar year, respectively.

Employees on a permanent percent time appointment of 50%-74% are eligible for the Earned Time benefit outlined in this policy. Employees in permanent percent time positions of fifty percent (50%) to seventy four (74%) shall receive Earned Time on a pro-rata basis. Any permanent employee on the roster at the time of this policy adoption receiving a vacation and sick time accrual shall be grandfathered on a pro-rata basis of their regularly scheduled hours.

On written application, and with the approval of the Town Administrator, an employee may transfer not more than 25% of his or her accumulated earned time to another employee in order to assist such other employee in a bona fide emergency, where such assisted employee has exhausted his or her accumulated leave.

Longevity Incentive: All employees will receive a one-time award of five (5) non-lapsing personal days upon completion of twenty (20) years of service to the Town of Hudson. These days may not be sold back to the Town and will not be paid out when leaving employment.

Agenda
1-9-24



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



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

8A

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 12, 2023

Re: Hudson Special One-Time Bridge Payment – in Accordance with House Bill 2
Payment for Maintenance, Construction and Reconstruction of Municipally
Owned Bridges

Attached please find correspondence from the New Hampshire Department of Transportation notifying the Town of a one-time payment of \$144,250.76. This payment is based on the passage of House Bill 2 which divides and distributes a \$10 million one-time payment between all New Hampshire municipalities that have municipally owned bridges. This is similar to a one-time bridge aid payment we received in December 2022 from Senate Bill 401. I reviewed this with Town Engineer Elvis Dhima and if the Board of Selectmen accept the funds, the Town Engineer will dedicate these funds to the current approved bridge projects that the Town is working on. In order to do so, the Board of Selectmen will need to hold a public hearing in accordance with RSA 31:95-b, II through IV to accept the funds. The public hearing has been scheduled for January 9, 2024. Should the Board of Selectmen vote to accept the funds after the public hearing, the following motion is appropriate:

Motion: To accept a one-time payment of \$144,250.76 from the State of New Hampshire Department of Transportation for maintenance, construction and reconstruction of municipally owned bridges that was allocated to the Town of Hudson based on the passage of House Bill 2.

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



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

December 1, 2023

RECEIVED

Marilyn McGrath, Chair of Selectboard
Town of Hudson
12 School Street
Hudson, NH 03051

DEC 06 2023

TOWN OF HUDSON
SELECTMENS OFFICE

Re: Hudson Special One Time Bridge Payment – in Accordance with House Bill 2
Payment for Maintenance, Construction and Reconstruction of Municipally Owned Bridges

Dear Ms. McGrath:

The following is notification of a one-time bridge payment being made available to your municipality in State Fiscal Year 2024 based on the passage of House Bill (HB) 2 effective July 2023. HB 2 directs the Department to divide and distribute a \$10 million one-time payment between all New Hampshire municipalities that have municipally owned bridges per state definitions. Fifty percent (50%) of the distribution is based on your municipality’s percentage of statewide municipal bridge deck surface area and the remaining fifty percent (50%) of the distribution is based on your municipality’s percentage of statewide population. This one-time bridge payment is not related at all to the quarterly block grant aid payments that a municipality receives. This payment can only be used on the maintenance, construction, or reconstruction of municipally owned bridges. These are non-lapsing funds. No funds appropriated under this section shall be used to supplant locally budgeted and approved funds for bridge maintenance or construction. The funds appropriated in this section may be considered unanticipated money under RSA 31:95-b and may be accepted and expended pursuant to RSA 31:95-b, II through IV, whether or not a political subdivision has adopted the provisions of RSA 31:95-b.

This one-time payment is anticipated to be available to the Town of Hudson during the month of December 2023 as follows:

December 2023 Actual Bridge Payment: \$144,250.76

Happy holidays and please contact me at 271-6472 if you have any questions.

Sincerely,

C. R. Willeke

C. R. Willeke, PE
Municipal Highways Engineer
Bureau of Planning and Community Assistance

CRW/dmp



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

Agenda
1-9-24



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

8B

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 21, 2023

Re: Public Hearing – Funding Opportunity for Water Utility System Improvement Update

The State of New Hampshire Department of Environmental Services has approved funding in the amount of \$128,813.47 for Hudson Water system improvements. In order to accept the funding, the Board of Selectmen need to hold a public hearing in accordance with RSA 31:95-b to accept the funds. The public hearing has been scheduled for January 9, 2024. The following motion is appropriate:

Motion: To hold a public hearing for the State of New Hampshire Department of Environmental Service Hudson Water system improvements grant in the amount of \$128,813.47.

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



TOWN OF HUDSON

Engineering Department



Appl
1-9-24

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

8C

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 21, 2023

RE: Funding Opportunity for Water Utility System Improvement Update

RECEIVED

DEC 21 2023

TOWN OF HUDSON
SELECTMENS OFFICE

The Board of Selectmen voted in favor of pursuing state funds related to the Hudson Water System improvements on December 12, 2023. We filed the proposal to the New Hampshire Department of Environmental Services on December 14, 2023 and received written confirmation on the approval of funds and scope of work on December 20, 2023.

The funding is for the amount of \$128,813.47 and will be treated as a grant at this time with 100% reimbursement from the state. The scope of work will consist of evaluating and identifying water improvement projects in Hudson, Windham, Londonderry and Pelham.

If approved by the Board of Selectmen, the contract between the Town and the State will be executed in February of 2024 and the completion of the grant will be by February of 2025.

First Motion:

To accept the grant for the amount of \$128,813.47 from the New Hampshire Department of Environmental Services.

Second Motion:

To hire the Town of Hudson water consultant, Weston & Sampson, for Engineering Services for the amount of, not to exceed \$128,813.47.

Third Motion:

To assign the Town Engineer as the principal for this project.

**Town of Hudson – Assessment of Regional Water Supply Capabilities
Scope of Work*****Task 1 – Review SCNHRW Study***

1. Review demands and other high-level water infrastructure concepts that were developed under the South Central New Hampshire Regional Water Supply study and incorporate applicable information (as it pertains to Hudson, Litchfield, Londonderry, Pelham and Windham) into the background information and findings of this study.

Task 2 – Regional Water System Preliminary Engineering & Hydraulic Modeling

1. Determine impact to PWW's water system.
 - a. Meet with PWW officials to discuss their needs and concerns for providing water to Hudson to allow transmission to Litchfield, Londonderry, Pelham and Windham.
 - b. Discuss potential upgrades needed to the PWW water system at the PWW water treatment plant (WTP).
 - c. Discuss design concepts for a new pump station to transmit water into the Hudson water system and discuss ownership of the pump station.
 - d. Review pipeline sizing from the PWW WTP to the proposed river crossing to support Hudson's water system. Assist PWW with hydraulic modeling runs, if necessary, that identify potential upgrades needed to furnish water from the PWW WTP to a connection point in the Hudson distribution system (location of the tie-in will be determined as part of this scope). Modeling runs, if necessary, will be performed using water supply volumes requested by the five communities to be served by this connection; Hudson, Litchfield, Londonderry, Pelham and Windham (water supply needs for each water system will be determined/finalized as part of this scope).
 - e. Provide an opinion of probable cost for each upgrade identified by PWW.
2. Develop a Regional Hydraulic Model

Develop a hydraulic model that connects the individual water systems in the regional area. Weston & Sampson has the Hudson/Litchfield and Londonderry models and is in the process of building a water system model for Pelham that provides a water system build-out scenario throughout the town. Create a unified hydraulic model that includes each of the water systems. Utilize the regional hydraulic model to perform assessment of any proposed water infrastructure improvements required to deliver water to the adjacent water systems.
3. Assess Hudson Water System
 - a. Meet with Town staff and/or Hudson officials to discuss, identify, and report the town's needs and concerns for wheeling water through their water system to supply water to Litchfield, Londonderry, Pelham and Windham.
 - b. Discuss the potential need for a new water storage tank located on Barretts Hill Road in Hudson to support the wheeling of water through the Hudson system. The Barretts Hill Tank

- would support the combining of three existing service systems; the Marsh Road High Service System, the Windham Road High Service System and the Route 102/Hickory Woods Service System and facilitate Hudson's ability to serve more water supply into Londonderry, north Pelham and Windham. Utilizing AWWA methodology, assess total water storage required for the expanded water system and compare to total storage available.
- c. Discuss upgrades necessary at the Hickory Woods, Marsh Road, and Windham Road pump stations to support wheeling water to adjacent communities. Should a new storage tank be required, each station would be converted from a constant pressure output station to an on/off operation pump station that fills the Barretts Hill Tank water level. Conduct one site visit with Hudson officials to review upgrade needs at Hickory Woods and Windham Road pump stations.
 - d. Conduct a hydraulic modeling assessment and review the Hudson water system for potential upgrades needed for:
 - i. Hydraulic capacity throughout the Main Service System in Hudson impacted by wheeling additional water through the system. Assess wheeling water through the Marsh Road, Route 102, and Windham Road pump stations to support Londonderry and Windham and water main improvements required in the Hudson main service system to serve Litchfield and south Pelham at a proposed interconnection near the Dracut Road and Sherburne Road intersection in Hudson,
 - ii. Expanding the Marsh Road High Service System to serve Londonderry may allow the existing Route 102 pump station in Hudson to be taken offline or used as a redundant station. Assess the impacts to both domestic and fire flow upon removing the Route 102 pump station from service in this area of the Hudson water system.
 - iii. At the existing connections between the Hudson system and the PEU water system in Londonderry and Pelham are meter pits and back pressure sustaining valves (BPSV). Assess the impacts and any upgrades that might be needed at these connection points to serve the level of additional water supply desired to each community. Review service to Windham through the existing Pelham interconnection on Sullivan Road as well as a new, dedicated service line on Route 111,
 - iv. Water storage impacts in the Hudson Main Service system. Assess the three existing storage tanks; Marsh Road, Gordon and South Hudson to determine the operational impacts to wheeling water through the Hudson system. Determine need for new high service system storage at Barrett's Hill to adequately service water to adjacent communities. Determine operational impacts to the existing tanks with the proposed Barrett's Hill Tank in operation, and
 - v. Utilizing extended period simulation, assess delivery of existing water supply into Hudson furnished by the Taylor Falls pump station and the Litchfield well(s) via the Adams Road meter pit at the Hudson/Litchfield town line and the affect a new source will have on hydraulic flows and water storage tank cycling to maintain water quality throughout the system.
 - e. Assess and identify additional infrastructure needs such as a meter pit (or meter pit upgrades), pressure sustaining and/or pressure reducing valves (PRVs) (or upgrades to existing valves), pump stations, if necessary, and water quality/secondary disinfection compatibility needs at each interconnection (proposed or existing) with the Hudson water system (up to three interconnections).
 - f. Provide an opinion of probable cost for each upgrade identified.

- g. Meeting with Hudson and DES for five meetings including kick off through final report delivery. The scope of services does not include effort for preparation or presentation of findings at public Boards for any of the communities.

4. Determine impact to the town of Londonderry

- a. Meet with Londonderry officials and PEU officials to discuss the concept of receiving water supply from PWW via Hudson's water system. Facilitate a discussion regarding the volume of water to receive from PWW (via Hudson's system) and the balance between water supply from MWW. It is anticipated that a future intermunicipal agreement will codify this issue to the satisfaction of PWW and MWW and not included within this scope of services.
- b. Under a previous NHDES study entitled, "Londonderry Water System Expansion – Phase 1: Water Source Investigation and Phase 2: Water Distribution System Expansion" dated July 18, 2022, a conceptual Londonderry water system build-out plan was developed. In addition to developing conceptual water infrastructure needs for distributing potable water to the desired areas of Londonderry that aren't currently being served public water, a new water supply connection with the PEU system in Litchfield was briefly reviewed in the July 18th study. Under the scope of this study, assess the impacts of delivering water supply to Londonderry through Hudson instead of Litchfield.
 - i. Assess proposed infrastructure at the interconnection point (such as the need for a water storage tank, pump station, PRVs and/or secondary disinfection chemical feed facilities) and assess if there are any differences/recommended modifications with the proposed Londonderry system (as described in the July 18th report) upon delivering water supply through a Hudson connection.
 - ii. Assess the concept of blending MWW and PWW water supplies within the Londonderry water system. MWW is a chloraminated water supply while PWW is a chlorinated water supply. Identify potential locations for chemical feed facilities to convert MWW chloraminated water supply to chlorinated and PWW chlorinated water supply to chloraminated. Utilizing the hydraulic model, assess how water will be distributed throughout southern Londonderry under the assumption the Town's recent DWGTF application is successful and the future water main on High Range Road is successfully constructed.
- c. Provide an opinion of probable cost for each upgrade identified.

5. Determine impact to the town of Pelham

- a. Meet with Pelham officials and PEU officials to discuss the concept of receiving additional water supply from PWW via Hudson's water system.
- b. Under an active NHDES study, a conceptual Pelham water system build-out plan is being developed. As part of that study, future demand will be assessed, locations of water mains, pump stations, PRVs and storage tanks for Pelham's water system build-out will be determined and a hydraulic model of the proposed water system will be built. The Pelham hydraulic assessment is scheduled for completion in May 2024. As mentioned above, the Pelham model will be merged with the Hudson Regional model that is proposed under the scope of this work.

- c. Assess the connection of the Pelham water system to the Hudson water system in two locations; the existing interconnection located on Sullivan Road in Hudson near the Pelham town line (in the northern part of Pelham) and a proposed interconnection near the intersection of Dracut Road and Sherburne Road in Hudson near the Pelham town line (in the southern part of Pelham).
 - i. Determine total flow that can be transmitted through the Windham Road pump station before negatively affecting the Hudson system.
 - ii. Assess improvements to existing infrastructure and/or the addition of proposed infrastructure at the interconnection points with the Hudson water system (such as the need for a pump station, PRV, meter pit/meter pit upgrades, BPSV modifications).
 - d. Assess the connection with the PEU water system in Windham at the Pelham town line. Assess the need for any improvements to existing infrastructure that might be necessary to wheel desired future water supply through Pelham to serve Windham.
 - e. Provide an opinion of probable cost for each upgrade identified.
6. Determine impact to the town of Windham.
- a. Meet with Windham and PEU officials to discuss their needs for future water supply to serve Windham including discussion of water required, future growth rate of when the water is required, and fire flow needs.
 - b. A previous Weston & Sampson study entitled “Town of Windham, NH – Route 111 and Salem Extensions” dated April 5, 2017 reviewed the concept of extending transmission water main along Route 111 from the extents of the existing PEU water system in Windham (at the intersection of Route 128 and Route 111) to the connection with the existing Salem-owned water system in Windham (located at the intersection of Route 111 and Route 111A). As part of the 2017 study, a water demand estimate was developed for every parcel that abuts the proposed Route 111 water main route. The information furnished in the 2017 study will be used in part to develop the total future water supply desired by the town.
 - c. Assess the existing Hudson/Pelham interconnection for its ability to convey the water flows identified in the 2017 study and identify any improvements required to meet those flows.
 - d. As part of this study, provide an assessment of a new water main on Mammoth Road from Londonderry to Route 111 to support Windham water needs.
 - e. Provide an opinion of probable cost for each upgrade identified.
7. Provide a memorandum to town of Hudson summarizing the findings.

P:\NH\Hudson, NH\Proposals\Regional Water System\Scope of Work.docx

Level of Effort and Cost Table

Weston & Sampson

Hudson/Regional Water System Study

12/14/2023

TASK NO.	TASK DESCRIPTION	Person-Hours											Billing Costs		
		JHM Prin	JCP TL	ETS Sr PE	CM GIS II	MOM Admin	SJK TRC	DS GIS TL	JR ENG II	HME ENG II	JK ENG II	TOTAL HOURS	EXPENSES	TOTAL COST	
1	SCNHRWS Review	2	2	6							6		18		\$3,029.25
2	Preliminary Engineering & Modeling														
2.1	Determine impact to FWW	8	12	12		2				14			48	\$137.50	\$8,306.36
2.2	Develop Regional Model	4	12		12			6		6		12	66		\$10,263.04
2.3	Assess Hudson system														
2.3.a	Meet with Hudson	4	6			2							12	\$137.50	\$3,076.86
2.3.b	Barretts Hill tank storage assessment	2	4	4			2			6			18		\$3,342.23
2.3.c	pump station upgrades with one day site visit	2	8	4			2			8			24	\$137.50	\$4,705.73
2.3.d	Hudson modeling assessment	6	24							40		24	94		\$15,991.72
2.3.e	Additional infrastructure needs	4	8	8						16	8	4	48		\$7,894.91
2.3.f	Probable cost	2	4	8						16			30		\$4,771.91
2.3.g	Five meetings in total with Hudson/DES	8	24	2		6							40	\$660.00	\$10,017.48
2.4	Assess Londonderry system														
2.4.a	Meet with Londonderry	4	6			2							12	\$137.50	\$3,076.86
2.4.b	Assess serving Londonderry through Hudson not Litchfield+cost estimate	4	16	4							32	6	64		\$10,852.80
2.5	Assess Pelham														
2.5.a	Meet with Pelham	4	6			2							12	\$137.50	\$3,076.86
2.5.c	Assess Hudson connection	4	8	4							12	6	34		\$6,081.92
2.5.d	Assess connection to Windham	2	4	2							6	2	16		\$2,914.63
2.5.e	Probable cost	1	2	4							8		15		\$2,421.60
2.6	Assess Windham														
2.6.a	Meet with Windham	4	6			2							12	\$137.50	\$3,076.86
2.6.b	Finalize demand estimate based on past and current information	1	2	1							4		8		\$1,450.01
2.6.c	Assess needed infrastructure for Windham to meet demands	1	2	2							6	2	13		\$2,117.88
2.6.d	Assess Mammoth Road water main	1	2	1							4	2	10		\$1,711.67
2.6.e	Probable cost	1	2	2							4		9		\$1,609.18
2.7	Memo	4	12	16		4	4				40	40	120	\$275.00	\$18,314.68
TOTALS		73	172	80	12	20	8	8	108	132	100	713		\$1,760.00	\$128,813.47
Percent of Labor		10.2%	24.1%	11.2%	1.7%	2.8%	1.1%	1.1%	15.1%	18.5%	14.0%				

Dhima, Elvis

From: Unger, Michael <Michael.C.Unger@des.nh.gov>
Sent: Wednesday, December 20, 2023 2:54 PM
To: Dhima, Elvis; Provost, Jeffrey
Cc: McClure, Jeffrey; Kernan, Brandon
Subject: RE: Town of Hudson and Regional Water Supply Assessment

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Hi Elvis, Jeff, and Jeff,

NHDES concurs with the proposed scope and fee.

We'll have to establish a schedule for the work and deliverables. We'd like to propose the following:

- G&C approval – Feb 2024 (assumed)
- Draft report and cost estimate – Aug 2024 (6 months from NTP)
- Final report – Nov 2024 (9 months from NTP)
- Grant completion date – Feb 2025 (12 months from NTP)

If you're in agreement, we will prepare the grant agreement paperwork for Hudson's review and signature.

Please let me know if you have any questions.

Thanks, Mike

Michael C. Unger, PE
Water Engineer | Drinking Water and Groundwater Bureau | NH Dept. of Environmental Services
Michael.Unger@des.nh.gov | 603-271-3108

From: Dhima, Elvis <edhima@hudsonnh.gov>
Sent: Thursday, December 14, 2023 4:32 PM
To: Provost, Jeffrey <provostj@wseinc.com>; Unger, Michael <Michael.C.Unger@des.nh.gov>
Cc: McClure, Jeffrey <mclurej@wseinc.com>; Kernan, Brandon <Brandon.M.Kernan@des.nh.gov>
Subject: RE: Town of Hudson and Regional Water Supply Assessment

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Thank you Jeff

Mike, please add the attached memo to the proposal

Thank you for all you help

E

Elvis Dhima, P.E.
Town Engineer

12 School Street

Hudson, NH 03051
Phone: (603) 886-6008
Mobile: (603) 318-8286



From: Provost, Jeffrey <provostj@wseinc.com>
Sent: Thursday, December 14, 2023 3:50 PM
To: Unger, Michael <Michael.C.Unger@des.nh.gov>; Dhima, Elvis <edhima@hudsonnh.gov>
Cc: McClure, Jeffrey <mcclurej@wseinc.com>; Kernen, Brandon <Brandon.M.Kernen@des.nh.gov>
Subject: RE: Town of Hudson and Regional Water Supply Assessment

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Hi Mike,

We reviewed the proposed fee (associated with the scope DES priorly approved) with Elvis and he approved us to send this to you. Please find our proposed fee attached to the back of the attached file.

Jeff

From: Unger, Michael <Michael.C.Unger@des.nh.gov>
Sent: Monday, November 27, 2023 8:46 AM
To: Dhima, Elvis <edhima@hudsonnh.gov>
Cc: McClure, Jeffrey <mcclurej@wseinc.com>; Provost, Jeffrey <provostj@wseinc.com>; Kernen, Brandon <Brandon.M.Kernen@des.nh.gov>
Subject: RE: Town of Hudson and Regional Water Supply Assessment

Hi Elvis,

Thank you for providing the scope of work. We reviewed it and are in agreement.

In response to W&S's question under Item 5.b of whether to include evaluating a connection from Londonderry to Windham, we would like to include that. Even though it wouldn't be an improvement in Hudson's distribution system, it is an important consideration because how you split the flow through and out of Hudson affects what improvements Hudson would need to make where.

Please provide an engineering fee for this scope for DES review. Once we've agreed on a scope and fee, DES will prepare a grant agreement for signature. We envision this as a grant to Hudson. The Town will have an engineering services agreement with W&S, they will invoice the Town, and the Town will request reimbursement from DES, similar to the strategic planning grants W&S is familiar with through their work with some other communities.

Please let me know if you have any questions.

Mike

Michael C. Unger, PE
Water Engineer | Drinking Water and Groundwater Bureau | NH Dept. of Environmental Services
Michael.Unger@des.nh.gov | 603-271-3108

From: Dhima, Elvis <edhima@hudsonnh.gov>
Sent: Monday, November 13, 2023 11:54 AM
To: Unger, Michael <Michael.C.Unger@des.nh.gov>
Cc: Jeffrey McClure (mcclurej@wseinc.com) <mcclurej@wseinc.com>; Provost, Jeffrey <provostj@wseinc.com>
Subject: Town of Hudson and Regional Water Supply Assessment

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Michael

I hope all is well

Please see attachments for your consideration and let us know if you need anything else

Looking forward to working with you on this

E

Elvis Dhima, P.E.
Town Engineer

12 School Street
Hudson, NH 03051
Phone: (603) 886-6008
Mobile: (603) 318-8286



Town of Hudson
NEW HAMPSHIRE 03051

The contents of this e-mail and any attachments are the property of the Weston & Sampson companies. The e-mail contents are only to be used by the intended recipient of the e-mail. If you are not the intended recipient, then use, disclosure, copying, distribution or reliance on the e-mail is prohibited. All professional advice from us should be obtained in writing (not e-mail).

Approved
1-9-24



8D



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

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: January 3, 2024

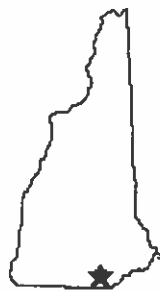
Re: Public Hearing – Energy Efficiency and Conservation Block Grant

The State of New Hampshire Department of Energy has approved grant funding in the amount of \$75,840 for energy conservation projects. In order to accept the funding, the Board of Selectmen need to hold a public hearing in accordance with RSA 31:95-b to accept the funds. The public hearing has been scheduled for January 9, 2024. The following motion is appropriate:

Motion: To hold a public hearing for the State of New Hampshire Department of Energy, Energy Efficiency and Conservation Block grant in the amount of \$75,840.00.

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

Agenda
1-9-24



TOWN OF HUDSON


Engineering Department



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

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 28, 2023 

RE: Energy Efficiency and Conservation Block Grant (EECBG) Acceptance

In March 2023, we filed with the New Hampshire Department of Energy for the above grant in the amount of \$75,840. This grant is for an equipment rebate related to energy conservation projects, and is funded 100% by State funds. After submitting the prerequisite application we received a pre-approval for the following items:

- 1. Window replacements for the entire Town Hall (Granite State Glass, Hudson, NH) \$44,165.00
- 2. Additional insulation in the ceiling at Town Hall (USA Insulation, Manchester, NH) \$17,151.00
- 3. LED light replacements at Town Hall (Johnson's Electric Supply, Nashua, NH) \$14,524.00

All of the above vendors and contractors have agreed to comply with the Davis Bacon grant requirement.

First Motion:
To accept the Energy Efficiency and Conservation Block Grant in the amount of \$75,840.

Second Motion:
To waive the bid process and to award the window contract to Granite State Glass for the amount of, not to exceed, \$44,165.00.

Third Motion:
To award the insulation contract to USA Insulation for the amount of, not to exceed, \$17,151.00.

Fourth Motion:

To award the electric contract to Johnson's Electric Supply for the amount of, not to exceed, \$14,524.00.

Fifth Motion:

To authorize the Town Engineer as the principal for this grant.

Special Terms and Conditions

Entity Name: Town of Hudson, NH (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.

² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

Term 42.	Davis-Bacon Requirements	22
Term 43.	Buy American Requirement for Infrastructure Projects	23
Term 44.	Affirmative Action and Pay Transparency Requirements	29
Term 45.	Potentially Duplicative Funding Notice	29
Term 46.	Transparency of Foreign Connections.....	29
Term 47.	Foreign Collaboration Considerations	30

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. **Public Interest-** Applying the Buy America Requirement would be inconsistent with the public interest;
2. **Non-Availability-** The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. **Unreasonable Cost-** The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

[Redacted Signature]

[Redacted Date]

Authorized Signature

Date

Name: [Redacted Name]

Title: [Redacted Title]

Entity Name: [Redacted Entity Name]

Dhima, Elvis

From: EECBG Vouchers <EECBGVouchers@emailicf.com>
Sent: Wednesday, December 27, 2023 2:14 PM
To: Dhima, Elvis
Subject: U.S. Department of Energy EECBG Program Voucher Application Preapproval--Hudson, NH
Attachments: Equipment Rebate Terms and Conditions.pdf

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Dear Elvis,

Congratulations! The U.S. Department of Energy has approved your Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Voucher application. In order to accept your award, you must first review and sign the terms and conditions of your award. Please review the attached PDF file, enter a signature, and return it via email to EECBGVouchers@icf.com

If you need additional assistance or have any questions, please contact us at EECBGVouchers@icf.com and reference your application number below.

Application Number: IA-0000000117

Thank you,

EECBG Program Voucher Team

U.S. Department of Energy EECBG Program Vouchers | EECBGVouchers@icf.com | doerebates.my.site.com/eecbgvouchers

Dhima, Elvis

From: Dhima, Elvis
Sent: Friday, December 22, 2023 1:24 PM
To: 'EECBG Vouchers'
Cc: Lazelle, Aaron
Subject: RE: Questions EECBG Equipment Rebate Voucher, Town of Hudson
Attachments: Hudson offices.pdf; DB Letter.jpg

Aaron

Please below and the attachments

Total pre amount approved 75,840

Windows – \$44,165
Insulation- \$17,151
LED lights- \$14,524
Total \$75,840

I have attached the paper work for insulation portion and DB letter for your use

I can get the Electrical Quote at a later time,

Thank you and let me know if you need anything else

Happy Holidays

E

Elvis Dhima, P.E.
Town Engineer

12 School Street
Hudson, NH 03051
Phone: (603) 886-6008
Mobile: (603) 318-8286



From: EECBG Vouchers <EECBGvouchers@emailicf.com>
Sent: Friday, December 22, 2023 12:13 PM
To: Dhima, Elvis <edhima@hudsonnh.gov>
Cc: Lazelle, Aaron <Aaron.Lazelle@icf.com>
Subject: RE: Questions EECBG Equipment Rebate Voucher, Town of Hudson

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Hi Elvis,

We have recently received guidance from DOE to use the full EECBG allocation amount on the same application if possible. I can adjust your application to show that you are using the full EECBG amount and to add the insulation and LED lighting for the building as different line items so you don't have to start a new application.

Would you give me a rough estimate of the expected lighting and insulation costs? We do not need a quote or vendor bid at this time. I am also happy to discuss this on a call with you if that's more convenient. My direct line is 503 412-0427.

Please let me know if you have questions.

Thank you,

Aaron



Aaron Lazelle | Senior Energy and Sustainability Analyst
503.412.0427 direct | aaron.lazelle@icf.com | icf.com

From: Dhima, Elvis <edhima@hudsonnh.gov>
Sent: Wednesday, December 6, 2023 12:31 PM
To: EECBG Vouchers <EECBGvouchers@emailicf.com>
Subject: RE: Questions EECBG Equipment Rebate Voucher, Town of Hudson

Thank you for your turn around on this application and your feedback and

Please find below my response to your comments

1. Please find attached the revised Energy Efficiency and Conservation Strategy to address this item.
2. During the webinars I attended it was advised to submit one request at a time. Our intent is to utilize most of the funds available , \$75,840, and they will consist of window replacements (current submittal you are reviewing) , insulation for the building (second submittal) and LED lights for the building (third submittal). Another reason we are doing one submittal at a time is that the vendors can't hold the prices more than 30 days at a time.
3. Please find attached the revised NEPA SOW 2 for, per your request

Thank you again for all your help on this and let me know if you have any other questions,

E

Elvis Dhima, P.E.
Town Engineer

12 School Street
Hudson, NH 03051
Phone: (603) 886-6008
Mobile: (603) 318-8286



From: EECBG Vouchers <EECBGvouchers@emailicf.com>
Sent: Wednesday, December 6, 2023 11:57 AM
To: Dhima, Elvis <edhima@hudsonnh.gov>
Cc: EECBG Vouchers <EECBGvouchers@emailicf.com>
Subject: Questions EECBG Equipment Rebate Voucher, Town of Hudson

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Good Morning Elvis,

Thank you for submitting your EECBG Equipment Rebate Voucher application for Town of Hudson. There are a few items to follow up on.

1. Question number 5 in the EECBG you provided was not captured: "Local governments must take into account any plans for the use of funds by adjacent eligible local governments." Have you taken into account how adjacent eligible units of local governments plan to use their funds? Here is a template for the Local Government EECBG for reference. Please find attached the revised Energy Efficiency and Conservation Strategy to address this item.
2. In the budget section you indicate that you are only planning to use \$44,165 out of the \$75,840 awarded. Is this true or is the \$44,165 number intended to be other leveraged funding to be added to your EECBG formula allocation?

Budget Information				
EECBG Program Formula Allocation Amount	\$75,840.00		Total Leveraged Funding	\$75,840.00
Using multiple EECBG recipients formula?	No		Total Voucher Estimate	\$44,165.00
Total Teaming EECBG Formula Allocation			Total Budget Summary	\$44,165.00

3. The correct NEPA SOW (SOW 2) was uploaded but the boxes were not checked in the form. All the boxes must be checked by the applicant. The NEPA SOW you filled out is attached.

Please also refer to the FAQs on the program website for more information, and feel free to reach out with any questions.

Thank you,

The EECBG Voucher Program Team



USA Insulation of Southern New
Hampshire
560A Rockland Ave
Manchester, NH 03102, United States
Phone: 603-931-1111

Date: 12/13/2023
Estimate Number: EST 21607
Salesperson: Matt Miller

Customer Name: Elvis Dhima
Address: 12 School St
Hudson, NH 03051
Phone: (603) 318 8286
(603) 886-6000

Estimate Date: 3/13/2023
Job Date: 3/13/2023 9:00 AM

Item	Item Details	Description	Quantity	Amount
Attic Only - R30 Res		Using Fiberglass insulation, insulate attic up to prescribed R-Value. USA Insulation to install batting around hatch door (if applicable), to ensure loose insulation does not fall out of attic. Measuring Markers will be used to indicate depth of attic insulation. Above the clerks area 2100SF	1.00	\$4,725.00
Attic Only - R30 Res		Using Fiberglass insulation, insulate attic up to prescribed R-Value. USA Insulation to install batting around hatch door (if applicable), to ensure loose insulation does not fall out of attic. Measuring Markers will be used to indicate depth of attic insulation. Below the flat roof 2100SF	1.00	\$7,665.00
Attic Only - R30 Res		Using Fiberglass insulation, insulate attic up to prescribed R-Value. USA Insulation to install batting around hatch door (if applicable), to ensure loose insulation does not fall out of attic. Measuring Markers will be used to indicate depth of attic insulation. Area closest to the fire department 2116SF	1.00	\$4,761.00
Other Service		All materials are made in the U.S.A Davis Bacon wages apply and are considered for this project	1.00	\$0.00

Transaction Details

Total: \$17,151.00
Tax: \$0.00
Deposits or Payments: \$0.00
Balance: \$17,151.00

Customer Message / Remarks:

Payment Id	Payment Date	Payment Method	Amount Paid
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Terms & Conditions:

The attached USA Insulation's Terms & Conditions of Sale are incorporated herein by reference. By reviewing the Terms & Conditions and signing this document, customer hereby acknowledges the above prices, specifications, and conditions are satisfactory and USA Insulation is authorized to conduct the work as specified.

USA Insulation is authorized to charge the account below in the amounts due under this Agreement.

Customer Signature

USA INSULATION'S TERMS & CONDITIONS OF SALE

CUSTOMER'S RIGHT TO CANCEL: Customer may only cancel this Agreement for services with USA Insulation by mailing written notice to USA Insulation postmarked no later than midnight on the third (3rd) business day after the date Agreement was signed by Customer. Customer may use this Agreement for such notice by writing "I Hereby Cancel" at the bottom of this page. The notice must be mailed to USA Insulation at the address below, as may be applicable. Should Customer wish to cancel after 3 (three) business days it must be done in writing. Cancelling after the third (3rd) business day will result in USA Insulation retaining the Deposit as liquidated damages. Customer agrees USA Insulation's retention of the Deposit in such case is reasonable estimate of damages USA Insulation will suffer as a result of Customer's cancellation of this Agreement and that USA Insulation shall still be able to pursue all remedies available to it in law or equity. Some jurisdictions may require that Customer be afforded a right to cancel that is longer period than three (3) business days. In the event that the above referenced cancellation period is prohibited, the parties hereby agree that Customer's right to cancel shall be limited to the greatest extent permitted by law.

TERMS & CONDITIONS:

- 1. ARBITRATION.** Customer agrees that any Dispute between Customer and USA Insulation which is to be resolved by arbitration administered by the American Arbitration Association (AAA) shall only be by mutual agreement of the parties. Customer and USA acknowledge and agree that the Agreement constitutes a home construction and/or remodeling contract and therefore, any Dispute which shall be arbitrated may be subject to the AAA Construction Industry Arbitration Rules - Regular Track Procedures. The arbitration will be conducted by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. In the event that AAA is unavailable to perform the arbitration services contemplated by this section, either party may make an application to a court of competent jurisdiction to designate and appoint an arbitrator pursuant to Section 5 of the Federal Arbitration Act (9 U.S.C. § 5). For purposes of this section: (i) the term "Customer" means the original purchaser and his, her or its agents, affiliates, beneficiaries or heirs; (ii) the term "Dispute," means any dispute, controversy or claim arising out of or relating to: (a) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof; (b) the purchase or use of any product, accessory, service or otherwise from USA Insulation; or (c) any other dispute arising out of or relating to the relationship between Customer and USA Insulation; and (iii) the term "USA Insulation" means its subsidiaries, affiliates, directors, officers, members, employees, beneficiaries, agents or assigns. Information may be obtained from AAA online at www.adr.org, by calling (800) 778-7879 or by writing to 1633 Broadway - 10th Floor, New York, NY 10019.
- 2. AUTHORITY.** USA Insulation may cancel this Agreement within ten (10) business days after the date this Agreement was signed by Customer.
- 3. SUBCONTRACTING.** USA Insulation shall furnish all installation materials and, at its option, either perform or subcontract all labor according to the specifications outlined herein by Customer. Except as set forth herein, USA Insulation assumes no responsibility for meeting any requirements for the specifications.
- 4. RESPONSIBILITIES OF CUSTOMER.** During the installation process, siding and trim may be removed and access holes will be drilled in order to gain access to the walls. All access holes will be plugged or patched by USA Insulation, however, some materials (such siding, trim, paint, brick, shingles, etc.) that are: (i) weathered; (ii) old and brittle; and/or (iii) multi-layered may be damaged during the installation process. All cost and expense concerning the repair and/or replacement of materials damaged during the installation process including, but not limited to, (i) the purchase, installation and/or repair of damaged materials, and/or (ii) sanding and painting shall be the sole responsibility of Customer. USA Insulation cannot guarantee the availability or color matching of any new and/or replacement materials. USA Insulation considers all interior walls and ceilings to be structurally sound and properly installed. USA Insulation also assumes that the structure is properly ventilated and shall not be liable for any cracking, bowing or damage to interior walls or ceilings. USA Insulation recommends that Customer complete all necessary repairs, including painting and/or sanding, after seven (7) days but within thirty (30) days of installation.
- 5. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** Except as expressly set forth in writing by USA Insulation, neither USA Insulation nor any of its respective agents make any warranties of any kind, either express or implied, of merchantability, suitability or fitness for a particular purpose with respect to the products and/or services provided under this Agreement. USA Insulation's cumulative liability to Customer and all other parties for any loss or damages resulting from any claims, demands or actions arising out of or relating to this Agreement shall not exceed the total amount paid to USA Insulation under this Agreement. USA Insulation shall not be liable for any special, incidental, consequential, exemplary, punitive or other indirect damage, or for lost profits arising out of the products or services provided herein even if USA Insulation has been advised of the possibility of such damages. USA Insulation shall not be liable for any loss or damages resulting, directly or indirectly, from or to Customer's existing HVAC, plumbing, electrical or other systems including any loss or damages resulting from the installation materials coming into contact or being incompatible with Customer's existing HVAC, plumbing, electrical and other systems or the installation of the installation materials. If Customer has selected to use spray foam, Customer agrees USA Insulation is not responsible for any overspray on any surface, materials, equipment, or other objects left in the area where foam application is meant to occur. The Customer understands that certain applications of spray foam may require a covering in order to meet fire/building code and/or control moisture vapor transmission. The Customer accepts responsibility of complying with all further local, state, or federal requirements, code compliance issues, or any other consequential requirements of applying spray foam. USA Insulation is not responsible for any injuries to any persons visiting, working, and/or inhabiting the worksite. Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations and/or exclusions may not apply. In the event that the above referenced limitation of liabilities and/or disclaimer of warranties are prohibited, the parties hereby agree that the liability of USA Insulation and its respective agents shall be limited to the greatest extent permitted by law. If Customer has selected to use spray polyurethane foam, all persons, including, but not limited to, homeowners, inhabitants, tenants, guests, invitees, contractors, subcontractors, inspectors, or anyone not wearing the appropriate protection equipment is not permitted to access or inhabit the space for a minimum of 24 hours after application.
- 6. ENERGY SAVINGS DISCLAIMER.** Energy Savings vary depending upon several factors and field conditions beyond USA Insulation's control. Therefore, USA Insulation makes no representations, warranties, or assurances as to the comfort and energy saving claims associated with the products and/or services provided herein.
- 7. FORCE MAJEURE.** In the event that USA Insulation is delayed or hindered in, or prevented from, its performance of any obligation of this Agreement as a result of strikes, lockouts, shortages, or failure of supply of labor, fuel or materials, acts of God, causes associated with weather, acts or requirements of any public authority, enemy act, act of war, act of terrorism, civil disorder or commotion, fire or other casualty, or any other cause or circumstance beyond the reasonable control of USA Insulation, then the performance of such obligation shall be excused for the period of such delay, hindrance or prevention and the period for the performance of such obligation shall be extended by the number of days equivalent to number of days of such delay, hindrance or prevention.
- 8. USA INSULATION QUOTE.** The USA Insulation Quote set forth on the front page is incorporated herein and subject to Customer's execution and acceptance of these Terms and Conditions of Sale. Any Quote that is older than thirty (30) days may be subject to price changes, if applicable, when converted to an order.
- 9. MINIMUM DEPOSIT.** To secure your appointment for USA Insulation to perform the services contained herein, a Deposit is required at the time of signing this Agreement. The Deposit amount is subject to state laws. Customer acknowledges and agrees the Deposit is reasonable and fair. This Deposit amount is outlined in the Contract and is incorporated herein by reference.
- 10. PAYMENT TERMS.** The "Balance Due Upon Completion" is immediately due and owing upon the completion of the work as set forth herein. Should Customer fail to timely pay the "Balance Due Upon Completion" in full, interest will be charged on all outstanding amounts at the greater of: (i) 1.5% per month (18% APR); or (ii) the maximum statutory interest rate permitted by applicable law. In the event that Customer fails to satisfy the total "Balance Due Upon Completion" within ten (10) days of the completion of work, USA Insulation reserves the right to take any action permitted under law. Customer agree to pay all necessary costs, expenses, legal and attorney fees and amounts due for any action required by USA Insulation to collect payment hereunder.
- 11. DISPUTES; DISPARAGEMENT.** USA Insulation and Customer covenant and agree to use their respective best efforts to resolve any disputes regarding installation, payment or otherwise arising under this Agreement. In the event that Customer is not satisfied with the installation or other services provided under this Agreement, Customer covenants and agrees to promptly advise USA Insulation in a writing that specifically describes any issues or problems Customer has with the installation or the services provided by USA Insulation.
- 12. ENTIRE AGREEMENT.** This Agreement, together with the USA Insulation Quote, any Installation Requirements and Disclosures, and any Technical Data Sheets (and any schedules and exhibits attached thereto), constitutes the final, complete and exclusive agreement between the parties with respect to the services or products described herein, and supersedes any prior or contemporaneous oral or written agreement, proposal warranties and representations. This Agreement prevails over any conflicting or additional terms of any quote, order, invoice, or other communications, whether written or oral. Please visit www.usainsulation.net to obtain copies of any applicable Technical Data Sheets.
- 13. SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.
- 14.** This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the State of New Hampshire, without regard to conflicts of laws principles.

NEW HAMPSHIRE LAW, RSA 359-G, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REMODELED, OR REPAIRED YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Signature Page Follows

This Agreement may be executed in separate counterparts with different parties signing different counterparts so long as each party signs one counterpart. The parties agree to conduct the transactions contemplated by this Agreement by electronic means as contemplated under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001, et seq) and the Uniform Electronic Transactions Act. A party's execution or delivery of this Agreement, or any other document relating to the transactions to be consummated hereunder, may be evidenced and effected by electronic signature, which will constitute a legal, valid and binding signature and have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, or email electronic signatures. The parties hereby consent to the use of security procedures established by any third party electronic signature capture service providers as may be chosen by USA Insulation.

By signing below, Customer accepts the USA Insulation Quote and USA Insulation's Terms and Conditions of Sale.

CUSTOMER

USA INSULATION

APPROVED (MANAGEMENT)

Date: 3/13/2023

Volocity 1, Volocity 2, Tim Richard

Date: 3/13/2023

Date:

NEW HAMPSHIRE

Occupant Confirmation

Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

3/13/2023

Signature Date

Renovators Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

- Unavailable for signature I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (If in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Davis-Bacon Assurance Letter

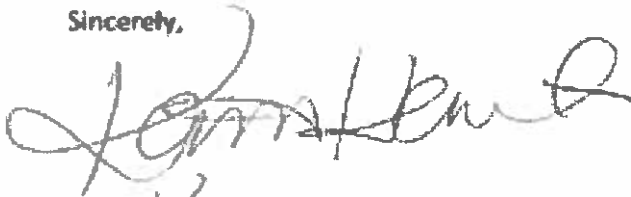
U.S. Department of Energy

Reference: Energy Efficiency and Conservation Block Grant – DE- FOA-0002882 – CFDA No. 81.128

To Whom It May Concern,

Please consider this letter written assurance that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Infrastructure, Investment, and Jobs Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis Bacon Act).

Sincerely,



Karissa Hebert
Office Manager



November 20, 2023

Granite State Glass
4 aviation Drive
Gilford NH 03249

Davis-Bacon Assurance Letter U.S. Department of Energy
Reference: Town of Huson NH J-29685 - Energy Efficiency and Conservation Block Grant – DE-FOA-0002882 – CFDA No. 81.128

To Whom It May Concern,

Granite State Glass is conducting construction services for the Town of Huson as described in the proposal J-29685 & R23-14350.

Please consider this letter as written assurance that all laborers and mechanics on projects funded through the EECBG Program directly by or assisted in whole or in part by and through funding appropriated by the Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Sincerely,

Margo Amorelli

Margo Amorelli
HR Manager
Office: 603 528-4748 ext. 235
Model: 603 630-8995

Type text here



<input type="checkbox"/> Concord	224-8897	<input type="checkbox"/> Plymouth	536-1205
<input type="checkbox"/> Conway	447-5471	<input type="checkbox"/> Portsmouth	436-0001
<input type="checkbox"/> Gilford	528-4748	<input type="checkbox"/> Rochester	332-1385
<input checked="" type="checkbox"/> Hudson	883-8545	<input type="checkbox"/> W. Lebanon	298-2980
<input type="checkbox"/> Keene	352-4527	<input type="checkbox"/> Wolfeboro	569-4311
<input type="checkbox"/> Laconia	524-0407	<input type="checkbox"/> Burlington, VT	802-862-5458
<input type="checkbox"/> Manchester	668-8735	<input type="checkbox"/> St. Johnsbury, VT	802-441-4127

Proposal & Agreement

Town of Hudson
 Elvis Dhima
 12 School Street
 Hudson NH 03051

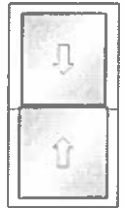
603-318-8286
 603-886-6024
 edhima@hudsonnh.gov

April 14, 2023
 Quote: J-29685

Furnish and Install: Town Hall – Budget

Six (6) GSG Advantage Harvey Double Hung Vinyl Windows (Land Use Area)

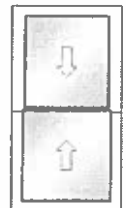
Specifications: Sashes tilt in for easy cleaning
 Style: Replacement
 Color: White
 Glass: Double Low-E, Argon
 Energy Star Rating: Meets required 0.27
 Grids: None
 Hardware Finish: White
 Screen: Half - fiberglass mesh
 Details: Includes Interior Primed Pine Stops



Price: **\$1,050.00** each

Twenty (20) GSG Advantage Harvey Double Hung Vinyl Windows (Main Bldg)

Specifications: Sashes tilt in for easy cleaning
 Style: Replacement
 Color: White
 Glass: Double Low-E, Argon
 Energy Star Rating: Meets required 0.27
 Grids: None
 Hardware Finish: White
 Screen: Half - fiberglass mesh
 Details: Oversized windows

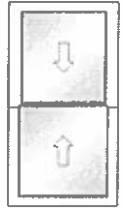


Price: **\$1,110.00** each



Thirteen (13) GSG Advantage Harvey Double Hung Vinyl Windows (*Basement*)

Specifications: Sashes tilt in for easy cleaning
Style: Replacement
Color: White
Glass: Double Low-E, Argon
Energy Star Rating: Meets required 0.27
Grids: None
Hardware Finish: White
Screen: Half - fiberglass mesh
Details: Includes White Aluminum Capping



Price: **\$1,205.00** each

Capping: Capping is the process of applying cut and formed aluminum sheeting over the exterior wood window trim (sills, casings and stops). The capping will eliminate future wood rot and painting, requires virtually no maintenance, won't rust or fade and gives your house a cleaner look that will boost your home's curb appeal.

Clarification: All windows will be Certified Made in the USA
Davis Bacon prevailing wages apply and are considered for this project

- Warranties** Granite State Glass - 1 year Service and Workmanship
Harvey - Limited Lifetime Transferable on parts, mechanisms, and glass (including glass breakage)
- GSG Advantages** Serving the Northern New England Market since 1984
Installation performed by Granite State Glass employees
Over 150,000 windows and doors installed
Our employees are fully covered by Worker's Compensation Insurance
- Includes** Insulation and caulking
Removal of all debris and complete cleanup of work area
Washing of new windows and doors
- Excludes** Wood rot replacement not specifically listed above
Painting or staining



Payment: 50% deposit to order by cash, check, Visa, MasterCard or Discover with balance due the day of completion.

Total for the above product:

Forty four thousand one hundred sixty-five dollars

\$44,165.00

Prices are based on proposal being ordered complete. Any adjustment to the quantity count could result in the need to requote this proposal.

All material is guaranteed to be as specified. The work above to be performed in accordance with the specifications submitted and completed in a substantial workmanlike manner. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day following the date of this transaction. Notice of cancellation can be verbal but must be followed up in writing no later than midnight of the following business day. This is a custom order and all deposits are non-refundable. Any alteration/deviation from specifications will become an additional charge. Electrical, plumbing or HVAC work are the responsibility of the property owner. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is responsible to provide permits if applicable. Drawings are similar but not exact representation of the design. Actual design may vary. Prices are subject to change upon final measurement.

**Estimated start time is 12-14 weeks from the date of signed agreement, the deposit and final measurement.
Orders that include factory paint or stain, tempered glass or custom hardware will increase lead times.**

Signature: _____ Date: _____

Note: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Thank you for trusting Granite State Glass with your home improvement project!

Azadeh
1-9-24



TOWN OF HUDSON

Engineering Department




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

8E

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 28, 2023 

RE: Energy Efficiency and Conservation Block Grant (EECBG) Acceptance

In March 2023, we filed with the New Hampshire Department of Energy for the above grant in the amount of \$75,840. This grant is for an equipment rebate related to energy conservation projects, and is funded 100% by State funds. After submitting the prerequisite application we received a pre-approval for the following items:

- | | |
|--|-------------|
| 1. Window replacements for the entire Town Hall
(Granite State Glass, Hudson, NH) | \$44,165.00 |
| 2. Additional insulation in the ceiling at Town Hall
(USA Insulation, Manchester, NH) | \$17,151.00 |
| 3. LED light replacements at Town Hall
(Johnson's Electric Supply, Nashua, NH) | \$14,524.00 |

All of the above vendors and contractors have agreed to comply with the Davis Bacon grant requirement.

First Motion:

To accept the Energy Efficiency and Conservation Block Grant in the amount of \$75,840.

Second Motion:

To waive the bid process and to award the window contract to Granite State Glass for the amount of, not to exceed, \$44,165.00.

Third Motion:

To award the insulation contract to USA Insulation for the amount of, not to exceed, \$17,151.00.

Fourth Motion:

To award the electric contract to Johnson's Electric Supply for the amount of, not to exceed, \$14,524.00.

Fifth Motion:

To authorize the Town Engineer as the principal for this grant.

Special Terms and Conditions

Entity Name: Town of Hudson, NH (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.

² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

Table of Contents

Subpart A. General Provisions	4
Term 1. Legal Authority and Effect	4
Term 2. Flow Down Requirement	4
Term 3. Compliance with Federal, State, and Municipal Law	4
Term 4. Inconsistency with Federal Law	4
Term 5. Federal Stewardship	4
Term 6. NEPA Requirements	4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	5
Term 8. Reporting Requirements	5
Term 9. Lobbying	5
Term 10. Publications	5
Term 11. No-Cost Extension	6
Term 12. Property Standards	6
Term 13. Insurance Coverage	6
Term 14. Real Property	7
Term 15. Equipment	7
Term 16. Supplies	8
Term 17. Property Trust Relationship	8
Term 18. Record Retention	8
Term 19. Audits	8
Term 20. Indemnity	9
Term 21. Foreign National Participation	9
Term 22. Post-Award Due Diligence Reviews	9
Subpart B. Financial Provisions	10
Term 23. Maximum Obligation	10
Term 24. Refund Obligation	10
Term 25. Allowable Costs	10
Term 26. Decontamination and/or Decommissioning (D&D) Costs	10
Term 27. Use of Program Income	10
Term 28. Payment Procedures	11
Term 29. Budget Changes	11
Subpart C. Miscellaneous Provisions	12
Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities	12
Term 31. System for Award Management and Universal Identifier Requirements	12
Term 32. Nondisclosure and Confidentiality Agreements Assurances	14
Term 33. Contractor Change Notification	15
Term 34. Recipient Integrity and Performance Matters	16
Term 35. Export Control	18
Term 36. Interim Conflict of Interest Policy for Financial Assistance	18
Term 37. Organizational Conflict of Interest	18
Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	19
Term 39. Human Subjects Research	20
Term 40. Fraud, Waste and Abuse	21
Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements	21
Term 41. Reporting, Tracking and Segregation of Incurred Costs	21

Term 42. Davis-Bacon Requirements	22
Term 43. Buy American Requirement for Infrastructure Projects	23
Term 44. Affirmative Action and Pay Transparency Requirements	29
Term 45. Potentially Duplicative Funding Notice	29
Term 46. Transparency of Foreign Connections.....	29
Term 47. Foreign Collaboration Considerations	30

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions**Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements**A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or enginSCEPd wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. **Public Interest-** Applying the Buy America Requirement would be inconsistent with the public interest;
2. **Non-Availability-** The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. **Unreasonable Cost-** The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IJJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

[Redacted Signature Line]

[Redacted Date Line]

Authorized Signature

Date

Name: [Redacted Name]

Title: [Redacted Title]

Entity Name: [Redacted Entity Name]

Dhima, Elvis

From: EECBG Vouchers <EECBGvouchers@emailicf.com>
Sent: Wednesday, December 27, 2023 2:14 PM
To: Dhima, Elvis
Subject: U.S. Department of Energy EECBG Program Voucher Application Preapproval--Hudson, NH
Attachments: Equipment Rebate Terms and Conditions.pdf

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Dear Elvis,

Congratulations! The U.S. Department of Energy has approved your Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Voucher application. In order to accept your award, you must first review and sign the terms and conditions of your award. Please review the attached PDF file, enter a signature, and return it via email to EECBGVouchers@icf.com

If you need additional assistance or have any questions, please contact us at EECBGVouchers@icf.com and reference your application number below.

Application Number: IA-0000000117

Thank you,

EECBG Program Voucher Team

U.S. Department of Energy EECBG Program Vouchers | EECBGVouchers@icf.com | doerebates.my.site.com/eecbgvouchers

Dhima, Elvis

From: Dhima, Elvis
Sent: Friday, December 22, 2023 1:24 PM
To: 'EECBG Vouchers'
Cc: Lazelle, Aaron
Subject: RE: Questions EECBG Equipment Rebate Voucher, Town of Hudson
Attachments: Hudson offices.pdf; DB Letter.jpg

Aaron

Please below and the attachments

Total pre amount approved 75,840

Windows – \$44,165

Insulation- \$17,151

LED lights- \$14,524

Total \$75,840

I have attached the paper work for insulation portion and DB letter for your use

I can get the Electrical Quote at a later time,

Thank you and let me know if you need anything else

Happy Holidays

E

Elvis Dhima, P.E.
Town Engineer

12 School Street
Hudson, NH 03051
Phone: (603) 886-6008
Mobile: (603) 318-8286



From: EECBG Vouchers <EECBGvouchers@emailicf.com>
Sent: Friday, December 22, 2023 12:13 PM
To: Dhima, Elvis <edhima@hudsonnh.gov>
Cc: Lazelle, Aaron <Aaron.Lazelle@icf.com>
Subject: RE: Questions EECBG Equipment Rebate Voucher, Town of Hudson

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Hi Elvis,

We have recently received guidance from DOE to use the full EECBG allocation amount on the same application if possible. I can adjust your application to show that you are using the full EECBG amount and to add the insulation and LED lighting for the building as different line items so you don't have to start a new application.

Would you give me a rough estimate of the expected lighting and insulation costs? We do not need a quote or vendor bid at this time. I am also happy to discuss this on a call with you if that's more convenient. My direct line is 503 412-0427.

Please let me know if you have questions.

Thank you,

Aaron



Aaron Lazelle | Senior Energy and Sustainability Analyst
503.412.0427 direct | aaron.lazelle@icf.com | icf.com

From: Dhima, Elvis <edhima@hudsonnh.gov>
Sent: Wednesday, December 6, 2023 12:31 PM
To: EECBG Vouchers <EECBGvouchers@emailicf.com>
Subject: RE: Questions EECBG Equipment Rebate Voucher, Town of Hudson

Thank you for your turn around on this application and your feedback and

Please find below my response to your comments

1. Please find attached the revised Energy Efficiency and Conservation Strategy to address this item.
2. During the webinars I attended it was advised to submit one request at a time. Our intent is to utilize most of the funds available , \$75,840, and they will consist of window replacements (current submittal you are reviewing) , insulation for the building (second submittal) and LED lights for the building (third submittal). Another reason we are doing one submittal at a time is that the vendors can't hold the prices more than 30 days at a time.
3. Please find attached the revised NEPA SOW 2 for, per your request

Thank you again for all your help on this and let me know if you have any other questions,

E

Elvis Dhima, P.E.
Town Engineer

12 School Street
Hudson, NH 03051
Phone: (603) 886-6008
Mobile: (603) 318-8286



From: EECBG Vouchers <EECBGvouchers@emailicf.com>
Sent: Wednesday, December 6, 2023 11:57 AM
To: Dhima, Elvis <edhima@hudsonnh.gov>
Cc: EECBG Vouchers <EECBGvouchers@emailicf.com>
Subject: Questions EECBG Equipment Rebate Voucher, Town of Hudson

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Good Morning Elvis,

Thank you for submitting your EECBG Equipment Rebate Voucher application for Town of Hudson. There are a few items to follow up on.

1. Question number 5 in the EECBG you provided was not captured: "Local governments must take into account any plans for the use of funds by adjacent eligible local governments." Have you taken into account how adjacent eligible units of local governments plan to use their funds? Here is a template for the Local Government EECBG for reference. Please find attached the revised Energy Efficiency and Conservation Strategy to address this item.
2. In the budget section you indicate that you are only planning to use \$44,165 out of the \$75,840 awarded. Is this true or is the \$44,165 number intended to be other leveraged funding to be added to your EECBG formula allocation?

▼ Budget Information

EECBG Program Formula Allocation Amount	\$75,840.00		Total Leveraged Funding	\$75,840.00
Using multiple EECBG recipients formula?	No		Total Voucher Estimate	\$44,165.00
Total Teaming EECBG Formula Allocation			Total Budget Summary	\$44,165.00

3. The correct NEPA SOW (SOW 2) was uploaded but the boxes were not checked in the form. All the boxes must be checked by the applicant. The NEPA SOW you filled out is attached.

Please also refer to the FAQs on the program website for more information, and feel free to reach out with any questions.

Thank you,

The EECBG Voucher Program Team



USA Insulation of Southern New
Hampshire
560A Rockland Ave
Manchester, NH 03102, United States
Phone: 603-931-1111

Date: 12/13/2023
Estimate Number: EST 21607
Salesperson: Matt Miller

Customer Name: Elvis Dhima
Address: 12 School St
Hudson, NH 03051
Phone: (603) 318 8286
(603) 886-6000

Estimate Date: 3/13/2023
Job Date: 3/13/2023 9:00 AM

Item	Item Details	Description	Quantity	Amount
Attic Only - R30 Res		Using Fiberglass insulation, insulate attic up to prescribed R-Value. USA Insulation to install batting around hatch door (if applicable), to ensure loose insulation does not fall out of attic. Measuring Markers will be used to indicate depth of attic insulation. Above the clerks area 2100SF	1.00	\$4,725.00
Attic Only - R30 Res		Using Fiberglass insulation, insulate attic up to prescribed R-Value. USA Insulation to install batting around hatch door (if applicable), to ensure loose insulation does not fall out of attic. Measuring Markers will be used to indicate depth of attic insulation. Below the flat roof 2100SF	1.00	\$7,665.00
Attic Only - R30 Res		Using Fiberglass insulation, insulate attic up to prescribed R-Value. USA Insulation to install batting around hatch door (if applicable), to ensure loose insulation does not fall out of attic. Measuring Markers will be used to indicate depth of attic insulation. Area closest to the fire department 2116SF	1.00	\$4,761.00
Other Service		All materials are made in the U.S.A Davis Bacon wages apply and are considered for this project	1.00	\$0.00

Transaction Details

Total: \$17,151.00
Tax: \$0.00
Deposits or Payments: \$0.00
Balance: \$17,151.00

Customer Message / Remarks:

Payment Id	Payment Date	Payment Method	Amount Paid
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Terms & Conditions:

The attached USA Insulation's Terms & Conditions of Sale are incorporated herein by reference. By reviewing the Terms & Conditions and signing this document, customer hereby acknowledges the above prices, specifications, and conditions are satisfactory and USA Insulation is authorized to conduct the work as specified.

USA Insulation is authorized to charge the account below in the amounts due under this Agreement.

Customer Signature

USA INSULATION'S TERMS & CONDITIONS OF SALE

CUSTOMER'S RIGHT TO CANCEL: Customer may only cancel this Agreement for services with USA Insulation by mailing written notice to USA Insulation postmarked no later than midnight on the third (3rd) business day after the date Agreement was signed by Customer. Customer may use this Agreement for such notice by writing "I Herby Cancel" at the bottom of this page. The notice must be mailed to USA Insulation at the address below, as may be applicable. Should Customer wish to cancel after 3 (three) business days it must be done in writing. Cancelling after the third (3rd) business day will result in USA Insulation retaining the Deposit as liquidated damages. Customer agrees USA Insulation's retention of the Deposit in such case is reasonable estimate of damages USA Insulation will suffer as a result of Customer's cancellation of this Agreement and that USA Insulation shall still be able to pursue all remedies available to it in law or equity. Some jurisdictions may require that Customer be afforded a right to cancel that is longer period than three (3) business days. In the event that the above referenced cancellation period is prohibited, the parties hereby agree that Customer's right to cancel shall be limited to the greatest extent permitted by law.

TERMS & CONDITIONS:

1. **ARBITRATION.** Customer agrees that any Dispute between Customer and USA Insulation which is to be resolved by arbitration administered by the American Arbitration Association (AAA) shall only be by mutual agreement of the parties. Customer and USA acknowledge and agree that the Agreement constitutes a home construction and/or remodeling contract and therefore, any Dispute which shall be arbitrated may be subject to the AAA Construction Industry Arbitration Rules - Regular Track Procedures. The arbitration will be conducted by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. In the event that AAA is unavailable to perform the arbitration services contemplated by this section, either party may make an application to a court of competent jurisdiction to designate and appoint an arbitrator pursuant to Section 5 of the Federal Arbitration Act (9 U.S.C. § 5). For purposes of this section: (i) the term "Customer" means the original purchaser and his, her or its agents, affiliates, beneficiaries or heirs; (ii) the term "Dispute," means any dispute, controversy or claim arising out of or relating to: (a) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof; (b) the purchase or use of any product, accessory, service or otherwise from USA Insulation; or (c) any other dispute arising out of or relating to the relationship between Customer and USA Insulation; and (iii) the term "USA Insulation" means its subsidiaries, affiliates, directors, officers, members, employees, beneficiaries, agents or assigns. Information may be obtained from AAA online at www.adr.org, by calling (800) 778-7879 or by writing to 1633 Broadway - 10th Floor, New York, NY 10019.
2. **AUTHORITY.** USA Insulation may cancel this Agreement within ten (10) business days after the date this Agreement was signed by Customer.
3. **SUBCONTRACTING.** USA Insulation shall furnish all installation materials and, at its option, either perform or subcontract all labor according to the specifications outlined herein by Customer. Except as set forth herein, USA Insulation assumes no responsibility for meeting any requirements for the specifications.
4. **RESPONSIBILITIES OF CUSTOMER.** During the installation process, siding and trim may be removed and access holes will be drilled in order to gain access to the walls. All access holes will be plugged or patched by USA Insulation, however, some materials (such siding, trim, paint, brick, shingles, etc.) that are: (i) weathered; (ii) old and brittle; and/or (iii) multi-layered may be damaged during the installation process. All cost and expense concerning the repair and/or replacement of materials damaged during the installation process including, but not limited to, (i) the purchase, installation and/or repair of damaged materials; and/or (ii) sanding and painting shall be the sole responsibility of Customer. USA Insulation cannot guarantee the availability or color matching of any new and/or replacement materials. USA Insulation considers all interior walls and ceilings to be structurally sound and properly installed. USA Insulation also assumes that the structure is properly ventilated and shall not be liable for any cracking, bowing or damage to interior walls or ceilings. USA Insulation recommends that Customer complete all necessary repairs, including painting and/or sanding, after seven (7) days but within thirty (30) days of installation.
5. **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** Except as expressly set forth in writing by USA Insulation, neither USA Insulation nor any of its respective agents make any warranties of any kind, either express or implied, of merchantability, suitability or fitness for a particular purpose with respect to the products and/or services provided under this Agreement. USA Insulation's cumulative liability to Customer and all other parties for any loss or damages resulting from any claims, demands or actions arising out of or relating to this Agreement shall not exceed the total amount paid to USA Insulation under this Agreement. USA Insulation shall not be liable for any special, incidental, consequential, exemplary, punitive or other indirect damage, or for lost profits arising out of the products or services provided herein even if USA Insulation has been advised of the possibility of such damages. USA Insulation shall not be liable for any loss or damages resulting, directly or indirectly, from or to Customer's existing HVAC, plumbing, electrical or other systems including any loss or damages resulting from the installation materials coming into contact or being incompatible with Customer's existing HVAC, plumbing, electrical and other systems or the installation of the installation materials. If Customer has selected to use spray foam, Customer agrees USA Insulation is not responsible for any overspray on any surface, materials, equipment, or other objects left in the area where foam application is meant to occur. The Customer understands that certain applications of spray foam may require a covering in order to meet fire/building code and/or control moisture vapor transmission. The Customer accepts responsibility of complying with all further local, state, or federal requirements, code compliance issues, or any other consequential requirements of applying spray foam. USA Insulation is not responsible for any injuries to any persons visiting, working, and/or inhabiting the worksite. Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations and/or exclusions may not apply. In the event that the above referenced limitation of liabilities and/or disclaimer of warranties are prohibited, the parties hereby agree that the liability of USA Insulation and its respective agents shall be limited to the greatest extent permitted by law. If Customer has selected to use spray polyurethane foam, all persons, including, but not limited to, homeowners, inhabitants, tenants, guests, invitees, contractors, subcontractors, inspectors, or anyone not wearing the appropriate protection equipment is not permitted to access or inhabit the space for a minimum of 24 hours after application.
6. **ENERGY SAVINGS DISCLAIMER.** Energy Savings vary depending upon several factors and field conditions beyond USA Insulation's control. Therefore, USA Insulation makes no representations, warranties, or assurances as to the comfort and energy saving claims associated with the products and/or services provided herein.
7. **FORCE MAJEURE.** In the event that USA Insulation is delayed or hindered in, or prevented from, its performance of any obligation of this Agreement as a result of strikes, lockouts, shortages, or failure of supply of labor, fuel or materials, acts of God, causes associated with weather, acts or requirements of any public authority, enemy act, act of war, act of terrorism, civil disorder or commotion, fire or other casualty, or any other cause or circumstance beyond the reasonable control of USA Insulation, then the performance of such obligation shall be excised for the period of such delay, hindrance or prevention and the period for the performance of such obligation shall be extended by the number of days equivalent to number of days of such delay, hindrance or prevention.
8. **USA INSULATION QUOTE.** The USA Insulation Quote set forth on the front page is incorporated herein and subject to Customer's execution and acceptance of these Terms and Conditions of Sale. Any Quote that is older than thirty (30) days may be subject to price changes, if applicable, when converted to an order.
9. **MINIMUM DEPOSIT.** To secure your appointment for USA Insulation to perform the services contained herein, a Deposit is required at the time of signing this Agreement. The Deposit amount is subject to state laws. Customer acknowledges and agrees the Deposit is reasonable and fair. This Deposit amount is outlined in the Contract and is incorporated herein by reference.
10. **PAYMENT TERMS.** The "Balance Due Upon Completion" is immediately due and owing upon the completion of the work as set forth herein. Should Customer fail to timely pay the "Balance Due Upon Completion" in full, interest will be charged on all outstanding amounts at the greater of: (i) 1.5% per month (18% APR); or (ii) the maximum statutory interest rate permitted by applicable law. In the event that Customer fails to satisfy the total "Balance Due Upon Completion" within ten (10) days of the completion of work, USA Insulation reserves the right to take any action permitted under law. Customer agree to pay all necessary costs, expenses, legal and attorney fees and amounts due for any action required by USA Insulation to collect payment hereunder.
11. **DISPUTES; DISPARAGEMENT.** USA Insulation and Customer covenant and agree to use their respective best efforts to resolve any disputes regarding installation, payment or otherwise arising under this Agreement. In the event that Customer is not satisfied with the installation or other services provided under this Agreement, Customer covenants and agrees to promptly advise USA Insulation in a writing that specifically describes any issues or problems Customer has with the installation or the services provided by USA Insulation.
12. **ENTIRE AGREEMENT.** This Agreement, together with the USA Insulation Quote, any Installation Requirements and Disclosures, and any Technical Data Sheets (and any schedules and exhibits attached thereto), constitutes the final, complete and exclusive agreement between the parties with respect to the services or products described herein, and supersedes any prior or contemporaneous oral or written agreement, proposal warranties and representations. This Agreement prevails over any conflicting or additional terms of any quote, order, invoice, or other communications, whether written or oral. Please visit www.usainsulation.net to obtain copies of any applicable Technical Data Sheets.
13. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.
14. This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the State of New Hampshire, without regard to conflicts of laws principles.

NEW HAMPSHIRE LAW, RSA 359-G, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REMODELED, OR REPAIRED YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Signature Page Follows

This Agreement may be executed in separate counterparts with different parties signing different counterparts so long as each party signs one counterpart. The parties agree to conduct the transactions contemplated by this Agreement by electronic means as contemplated under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001, et seq) and the Uniform Electronic Transactions Act. A party's execution or delivery of this Agreement, or any other document relating to the transactions to be consummated hereunder, may be evidenced and effected by electronic signature, which will constitute a legal, valid and binding signature and have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, or email electronic signatures. The parties hereby consent to the use of security procedures established by any third party electronic signature capture service providers as may be chosen by USA Insulation.

By signing below, Customer accepts the USA Insulation Quote and USA Insulation's Terms and Conditions of Sale.

CUSTOMER

USA INSULATION

APPROVED (MANAGEMENT)

Date: 3/13/2023

Volocity 1, Volocity 2, Tim Richard

Date: 3/13/2023

Date:

NEW HAMPSHIRE



INSTALLATION REQUIREMENTS & DISCLOSURES

You have made a wise decision to insulate your home. Below you will find some suggestion that should make the installation safer and more efficient for everyone.

- 1. If USA Insulation is insulating your walls, you should remove all items and valuables that are attached to any interior walls being insulated prior to our arrival.
2. If USA is insulating the walls from the outside of your home, you must ensure that all loose items are moved at least six (6) feet from the exterior walls prior to our arrival.
3. If USA is insulating the attic, please remove items from any area that you would like insulated prior to our arrival.
4. If USA is insulating the band joists, please ensure that those band joists are easily accessible prior to our arrival including the removal of any existing insulation.
5. All work areas are to be clean of building materials and personal items before the day of install.
6. You MUST make us aware of any Security System and GFI's in an area we are foaming.
7. USA Insulation may need to access your outside water spigot.
8. Expect to see foam coming through baseboards and electrical outlets.
9. It is normal to have a slight odor for two or three days after the foam is installed.
10. Do not paint at least 7 days prior to, or after, insulation is installed.
11. You must move all vehicles prior to USA's arrival to avoid the possibility of them being blocked in by our truck.
12. USA may be in and out of your home multiple times, if you have a pet, please have them secured before work begins.
13. Someone from your household must be home during the installation.
14. USA Insulation makes every effort to clean a work site thoroughly.
15. If you did not purchase ventilation from USA Insulation, we recommend that you have a ventilation specialist examine your home.
16. When insulation work is contracted, USA assumes that the walls we are working on are sound and up to code.
17. In the event that certain wall cavities cannot be accessed from the exterior of the house, you may elect to have the work done from the inside or have the area left un-insulated.
18. In addition to the above, if USA Insulation is installing spray foam insulation:
A. It is applied as a mist and will be airborne during installation.
B. Spray foam expansion varies somewhat, and therefore is applied at an average depth.
C. Polyurethane manufacturer recommends foam used on the interior of a structure must be protected by an approved 15 minute thermal barrier.
D. When applying open cell foam, USA Insulation intends to leave the outer layer of "skin" intact as much as possible.
E. Some weather conditions are prohibitive to spray foam installation.
19. If you need to reschedule the installation day, you must do so at least three (3) business days prior to the above schedule date to avoid a rescheduling fee of \$350.00.

Energy Savings Tips

The following points below help to achieve maximum comfort and savings:

General:

- 1. Install a Programmable Thermostat
2. Wrap your HVAC Ducts with insulated Duct Wrap
3. Service and clean your furnace regularly
4. Change HVAC filter as directed by manufacturer
5. Turn down Heat and Air Conditioning when you are not at home

Winter:

- 1. Close windows and doors in Winter months
2. Close damper on fireplace when not in use
3. Keep blinds or drapes of "Sun-exposed" windows open during day time and closed at night to conserve heat

Summer:

- 1. Close windows and doors while Air Conditioning is running
2. Open Supply Vents in home

Customer Signature Date 3/13/2023

Volocity 1, Volocity 2, Tim Richard 3/13/2023
Company Representative Signature Date

USA Insulation Franchise Corp.
www.usainsulation.net

Occupant Confirmation

Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

3/13/2023

Signature Date

Renovators Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

- Unavailable for signature I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (If in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Davis-Bacon Assurance Letter

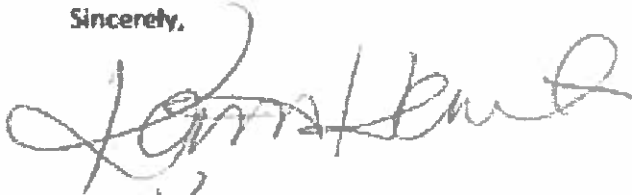
U.S. Department of Energy

Reference: Energy Efficiency and Conservation Block Grant – DE-FOA-0002882 – CFDA No. 81.128

To Whom It May Concern,

Please consider this letter written assurance that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Infrastructure, Investment, and Jobs Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis Bacon Act).

Sincerely,



Karissa Hebert
Office Manager



November 20, 2023

Granite State Glass
4 aviation Drive
Gilford NH 03249

Davis-Bacon Assurance Letter U.S. Department of Energy
Reference: Town of Huson NH J-29685 - Energy Efficiency and Conservation Block Grant – DE-FOA-0002882 – CFDA No. 81.128

To Whom It May Concern,

Granite State Glass is conducting construction services for the Town of Huson as described in the proposal J-29685 & R23-14350.

Please consider this letter as written assurance that all laborers and mechanics on projects funded through the EECBG Program directly by or assisted in whole or in part by and through funding appropriated by the Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Sincerely,

Margo Amorelli

Margo Amorelli
HR Manager
Office: 603 528-4748 ext. 235
Model: 603 630-8995

Type text here



Payment: 50% deposit to order by cash, check, Visa, MasterCard or Discover with balance due the day of completion.

Total for the above product:

Forty four thousand one hundred sixty-five dollars

\$44,165.00

Prices are based on proposal being ordered complete. Any adjustment to the quantity count could result in the need to requote this proposal.

All material is guaranteed to be as specified. The work above to be performed in accordance with the specifications submitted and completed in a substantial workmanlike manner. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day following the date of this transaction. Notice of cancellation can be verbal but must be followed up in writing no later than midnight of the following business day. This is a custom order and all deposits are non-refundable. Any alteration/deviation from specifications will become an additional charge. Electrical, plumbing or HVAC work are the responsibility of the property owner. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is responsible to provide permits if applicable. Drawings are similar but not exact representation of the design. Actual design may vary. Prices are subject to change upon final measurement.

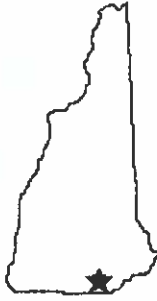
**Estimated start time is 12-14 weeks from the date of signed agreement, the deposit and final measurement.
Orders that include factory paint or stain, tempered glass or custom hardware will increase lead times.**

Signature: _____ Date: _____

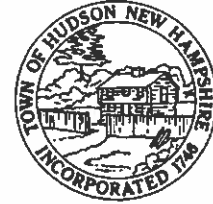
Note: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Thank you for trusting Granite State Glass with your home improvement project!



TOWN OF HUDSON
Finance Department



Agenda
1-9-24

8F

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

RECEIVED

To: Board of Selectmen
Steve Malizia, Town Administrator

04 2023

From: Lisa Labrie, Finance Director *LL*

TOWN OF HUDSON
SELECTMENS OFFICE

Date: January 3, 2024

Subject: Lowell Road Bridge – Construction Phase (Update)

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

Recommendation:

To dismiss William P. Davis Excavation, LLC. for any services related to the Lowell Road Bridge Construction, to go back out to bid for this work or to award the construction contract to New England Construction, Inc. who bid the first time.

Information:

On 11/2/21, the Board of Selectmen approved funding of this project with American Rescue Plan money. The project was advertised on the Town website and in the Union Leader Newspaper. A mandatory pre-bid meeting was held on 10/28/22 and also four different vendors were sent bid invitations. The estimate for the project was \$450,000. We received 3 bids and the lowest bid was William P. Davis at \$334,500. It was awarded to William P. Davis Excavation LLC but, after a year's delay, they are unable to perform the work. The two remaining bidders were contacted and New England Construction, Hudson MA has agreed to do the work for the same price quoted in their bid on November 10, 2022. \$492,400.

Funding: The construction costs are to be charged to account no. 7201 which is an infrastructure account funded by the American Rescue Plan with the balance of additional costs to be charged to State Bridge Aid Funds.

Motion 1: To dismiss William P. Davis Excavation, LLC for any service related to this project.

Motion 2: To authorize the Town Engineer to go back out to bid.

Motion 3: To award the contract for construction services for the Lowell Road Bridge (116/080) to New England Construction, Inc. for the amount of, not to exceed \$492,400. Costs to be charged: the original amount from ARPA funds of \$334,500 acct # 7201 and the balance of \$157,900 from State Bridge Aid Funds Acct # 6211-504

Cc: Elvis Dhima, Town Engineer



TOWN OF HUDSON

Engineering Department



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

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: December 28, 2023

RE: Lowell Road Bridge (116/080) – Construction Phase – Update

On November 2, 2021 the Board of Selectmen decided to fund this project with American Rescue Plan funds. We advertised on the Town website and on the Union Leader on October 12, 2022. On October 28, 2022 we held a mandatory pre-bid meeting and we sent the bid invitations to four different vendors. Our estimate for this project was \$450,000. On November 10, 2022 we received 3 bids as follows:

WPD Excavation LLC, Hampton, NH:	\$334,500
NorthEast Earth Mechanics, Pittsfield, NH	\$488,950
New England Construction, Hudson MA	\$492,400

WPD Excavation was selected for the work but after one year delay they are not able to perform the work and can't get the necessary performance bond for this project.

We reached out to the other two contractors and New England Construction has agreed to perform the work for the same price listed above.

First Motion:

To dismiss William P. David Excavation, LLC for any services related to this project.

Second Motion:

To authorize the Town Engineer to go out to bid.

Third Motion

To approve the contract for construction services for the Lowell Road Bridge (116/080) to New England Construction, Inc. for the amount of, not to exceed \$492,400, using ARPA Account #: 7201 and bridge aid.



RECEIVED

JAN 03 2023

TOWN OF HUDSON
SELECTMENS OFFICE

TOWN OF HUDSON
MODERATOR



*Agenda
1-9-24*

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

8G

January 3, 2024

Ladies and Gentlemen,

Below are the important dates for the Presidential Primary and the Town/School Deliberative Sessions and Elections.

Presidential Primary:

Monday 1/22, Election set up – 7:00 AM at Community Center; 3:00 PM at Alvirne Cafeteria

Tuesday 1/23, Election - Community Center and Alvirne Cafeteria

Town/School Deliberative Sessions:

Friday 2/2 – set up for Town Deliberative Session – Community Center

Saturday 2/3, 9:00 AM - Town Deliberative Session – Community Center

Monday 2/5, 6:00 PM – **Alternate date** for Town Deliberative – Community Center

Friday 2/9 – set up for School Deliberative Session – Community Center

Saturday 2/10 9:00 AM – School Deliberative Session – Community Center

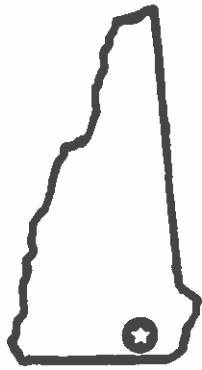
Monday 2/12, 6:00 PM – **Alternate date** for School Deliberative – Community Center

Town School Election:

Monday 3/11, Election set up – 7:00 AM at Community Center; 3:00 PM at Alvirne Cafeteria

Tuesday 3/12, Election – Community Center and Alvirne Cafeteria

CC: BOS and Town Departments
School Board and Administration
Public Works Department
Recreation Director



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

Agenda 1-



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

8H

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 20, 2023

Re: Petition Warrant Article – Change Election Day Date

Attached please find a Petition Warrant Article to change the date of the Town and School District elections from the second Tuesday in March to the second Tuesday in April which would also change the date of the deliberative sessions. As this is a valid petition, the Board of Selectmen are required to forward the article to the warrant. Should the Board of Selectmen vote to recommend the petition warrant article request, the following motion is appropriate:

Motion: To recommend the petition warrant article to change the date of the Town and School District elections from the second Tuesday in March to the second Tuesday in April.

Should the Board vote to not recommend the petition, the following motion is appropriate:

Motion: To not recommend the petition warrant article to change the date of the Town and School Districts elections from the second Tuesday in March to the second Tuesday in April.

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

Fiscal Year 2025
Warrant Article AB (by Petition)
Change Election Day Date

Shall the Town of Hudson and the School District change the date of the elections from the second Tuesday in March to the second Tuesday in April in accordance with RSA 40:14, which would also change the date of the deliberative sessions to a date between the first and second Saturdays after the last Monday in February, inclusive? This warrant will only take effect if it passes on the both the town and school districts ballots.

Tax Rate Impact is \$0.00

Recommended/Not Recommended by the Board of Selectmen

PETITION WARRANT ARTICLE

To: Town Clerk

From: Selectmen's Office

Date: 12-15-23

Re: Request for Signature Verification on Attached Petition

Title: Change election day date.

Received: Mike Tranfaglia 24 Woodcrest Drive
Name/Address Phone Number
12-15-23
Date/Time

.....
To: Selectmen's Office

From: Town Clerk

Date: 12-18-2023

Re: Signature Verification on Attached Petition

Number of Verified Signatures: 39/45

Signed: Chris Strout-Lizotte

Comments: _____

.....
Received back from Town Clerk's office:

Include the following warrant article ballot question on the March Town election:

Shall the Town of Hudson and the School District change the date of the elections from the second Tuesday in March to the second Tuesday in April in accordance with RSA 40:14, which would also change the date of the deliberative sessions to a date between the first and second Saturdays after the last Monday in February, inclusive? This warrant will only take effect if it passes on both the town and school districts ballots.

RECEIVED
 DEC 15 2023
 TOWN OF HUDSON - S.D.T.C.


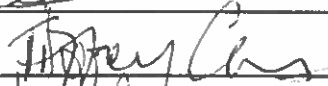









NAME	ADDRESS	Signature
✓ Kimberly Rice	9 Hickory St.	Kimberly Rice
✓ Stephen J. Kennedy	30 Glen Drive, Hudson, NH	[Signature]
✓ Jordan G. Ullery	36 BAKER ST. HUDSON NH	[Signature]
✓ Randy Brownrigg	2 Little Hales Lane Hudson NH	Randy Brownrigg
✓ Rochelle St. Harscoey	58 Robinson Road Dr	[Signature]
✓ Shane C. Milley	30 Daniel Webster Dr Hudson, NH	[Signature]
✓ Larne Weissgarber	21 Flying Rock Rd. Hudson	[Signature]
✓ Kimberly Allan	3 Daniel Webster Dr Hudson, NH	Kimberly Allan
✓ Peggy (Margaret) Ulland	13 David Dr. Manchester	[Signature]
✓ Daniele Lynch	54 Schaefer Cir Hudson NH	[Signature]
? DAN COUNTO	1 Meadow Drive, Dan	[Signature]
✓ Peter Lanzillo	12 Blackstone St	[Signature]
✓ Michael Tranfaglia	24 Woodcrest Drive, HUDSON	[Signature]
✓ SHAWN Flanders	4 Pinewood Rd	[Signature]
✓ Andrew Enos	28 Westport Dr.	[Signature]
X Michelle Enos	28 Woodcrest Dr.	[Signature]
✓ JOHN V. MADON	23 Weymouth Court	[Signature]

15/17

?	<i>Ann</i>	22 WOODCREST DR	ANDREW MARKS
?	<i>Barbara</i>	28 WOODCREST DR	BETHEA MARKS
✓	MITCH ALBA	39 HAZELWOOD DR	HUDSON NJ 07051
✓	PHIL BARTLETT	35 WEXMOUTH CT	HUDSON
✓	JAMES PACIUCHA	14 E. DEERWOOD DR	HUDSON
✓	TOM LEKAS	30 BARRETT'S HILL DR	HUDSON
✓	CHRISTINA MADDEN	23 Weymouth CT	HUDSON NJ
	* See next page		

Include the following warrant article ballot question on the March Town election:

Shall the Town of Hudson and the School District change the date of the elections from the second Tuesday in March to the second Tuesday in April in accordance with RSA § 40:14, which would also change the date of the deliberative sessions to a date between the first and second Saturdays after the last Monday in February, inclusive? This warrant will only take effect if it passes on both the town and school districts ballots.

NAME	ADDRESS	SIGNATURE
✓ John Furiade	1 Little Hales Lane	
✓ Harry Carter	3 Little Hales Ln.	
✓ Patty Regan	7 Little Hales Ln	
✓ Dave Regan	7 Little Hales Ln	
✓ Alec Clemens	5 Little Hales Ln	
✓ Megan Clemens	5 Little Hales Ln	
✓ Frank Rosier	6 Little Hales Ln	
✓ Matthew Browning	10 Little Hales Lane 2 Little Hales Lane	
X Patricia Browning	2 Little Hales Ln	
✓ Samantha Browning	7 Little Hales Ln	
✓ Roberta Barcelos	4 Little Hales Lane	

Include the following warrant article ballot question on the March Town election:

Shall the Town of Hudson and the School District change the date of the elections from the second Tuesday in March to the second Tuesday in April in accordance with RSA 40:14, which would also change the date of the deliberative sessions to a date between the first and second Saturdays after the last Monday in February, inclusive? This warrant will only take effect if it passes on both the town and school districts ballots.

NAME	ADDRESS	Signature
✓ William Miller	50 GRADIN RD, Hudson	William Miller
✓ Nathan Miller	50 GRADIN RD, Hudson	Nathan Miller
✓ Carla R Airport	16 Kienia Rd Hudson	Carla R Airport
✓ GARY ALPERT	16 KLOVIT RD HUDSON	Gary Alpert
✓ Joe Barrett	14 DAWG DR, Hudson	Joe Barrett
X Lyndsie Simmons	17 H DAWG DR Hudson	Lyndsie Simmons
✓ Scott Sherman	60 Griffin Rd	Scott Sherman
✓ Jacquelin S. Smith	60 GRIFFIN RD Hudson	Jacquelin S. Smith

Laffin, Jill

From: Mike T <michael.tranfaglia@gmail.com>
Sent: Wednesday, December 20, 2023 3:26 PM
To: ~BoS
Subject: Election Date Change Warrant Article

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Selectboard,

Last week I submitted a warrant article to change the date of the school and town election. The purpose of this warrant article is to push the election date past the threat of inclement weather that would postpone the election as it has twice in the past few years. I am also hoping the date change may increase voter turnout. This warrant article was also submitted to the school district for the same reasons and is worded on both submissions to ensure that it would have to pass the town ballot and the school ballot in order to take effect. The town lawyer and Administrator have reviewed the language and have no concerns.

I spoke to few of you briefly regarding the subject at the ballot recount earlier this year stating the same reasons expressed above. There did not seem to be any concerns regarding such a warrant article from our brief conversation.

Please consider supporting this warrant article. I can speak to this at the deliberative sessions in February or at a future town meeting if you prefer as well. If you have any additional questions, please do not hesitate to contact me at this email.

Thank you,

Mike Tranfaglia

Agenda
1-9-24



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



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

81

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: January 3, 2024

Re: Petition Warrant Article – So. NH Radio Control Club Use of West Road

Attached please find a Petition Warrant Article to allow the Southern New Hampshire Radio Control Club the continued use of the West Road Landfill for their activities. As this is a valid petition, the Board of Selectmen are required to forward the article to the warrant. Should the Board of Selectmen vote to recommend the petition warrant article, the following motion is appropriate:

Motion: To recommend the petition warrant article to allow the Southern New Hampshire Radio Control Club continued use of the West Road landfill for their activities.

Should the Board vote to not recommend the petition warrant article, the following motion is appropriate:

Motion: To not recommend the petition warrant article to allow the Southern New Hampshire Radio Control Club continued use of the West Road landfill for their activities.

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

PETITION WARRANT ARTICLE

To: Town Clerk

From: Selectmen's Office

Date: 1-3-24

Re: Request for Signature Verification on Attached Petition

Title:

West Road Landfill
RC Airplane Club

Received: Ed vander Veer 9 Newton St. (603)
Name/Address Phone Number 247-3181
1-3-24 11:00am
Date/Time

To: Selectmen's Office

From: Town Clerk

Date: 1-4-2024

Re: Signature Verification on Attached Petition

Number of Verified Signatures: 41/45

Signed: Chris Stout-Lizotte

Comments:

Received back from Town Clerk's office:

RECEIVED

IAN 03 2023

TOWN OF HUDSON
SELECTMENS OFFICE

We, the undersigned, call upon the Selectmen of the Town of Hudson, New Hampshire, to include the following Warrant Article for our next town election in March 2024:

Warrant Article, Submitted by Petition:

Allow the Southern New Hampshire Radio Control Club continued use of the West Road Landfill Wagner field, a Federal Aviation Administration Recognized Identification Area

Per the agreement with the Board of Selectmen in July of 1999, the town of Hudson NH will grant continued use of the West Road Landfill capped areas to the Southern New Hampshire Radio Control Club 501C non-profit organization, a fully insured and chartered member of the Academy of Model Aeronautics. This club fosters community efforts related to the building and flying of model aircraft, STEM education, and enablement of skill creation related to employment in the aerospace industry, many past members have subsequently established careers in aviation and aerospace. The club is in need of continued access to a suitable site for flying activities; the current site is recognized by the Federal Aviation Administration and has been granted special permissions allowing for high altitude flights. For the past 24 years the club has donated time, expertise, and money to the town of Hudson NH and wishes to remain a vibrant part of the community.

This warrant article has a \$0.00 dollar impact on the tax rate.

1	Name (Print)	Signature	Address where REGISTERED to VOTE
	Edward S Vanderbeek		9 Newton St. Hudson NH
2	Chris Anderson		150 Robinson Road.
3	John Cook		21 Garrison Farm Rd.
4	JOE DEREK		95A PELKNAP RD. HUDSON
5	Jenness Keller		1 Chickadee Rd. Hudson
6	KATHERINE BOUFFORD		6 EASY ST, HUDSON
7	STEVE BOUFFORD		6 EASY ST. HUDSON
8	Amy J. Towler		5 EASY ST. HUDSON
9	Sean Towler		5 EASY ST. HUDSON

10	Name (Print) Timothy J. Malley	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 4 Saint John Street Hudson NH 03051
11	Name (Print) STEPHEN GREGOIRE	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 6 SAINT JOHN ST. HUDSON NH 03051
12	Name (Print) Renee Gregoire	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 6 Saint John St. Hudson, NH 03051
13	Name (Print) Melissa Malley	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 4 Saint John St. Hudson NH 03051
14	Name (Print) George G. McCollin	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 6 Bachelors Lane Shelburne, VT 03051
15	Name (Print) Harry Peters	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 2 Spence Rd. Hudson NH 03051
16	Name (Print) Drusilla Peters	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 2 Spence Rd Hudson NH 03051
17	Name (Print) Jean Malley	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 35 1/2 Highland St, Hudson 03051
18	Name (Print) Geoff Standbridge	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 17 Waverhill Rd Hudson NH 03051
19	Name (Print) Gail Porter	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 9 Newton St., Hudson
20	Name (Print) LUCIA DE BENEDICTIS	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 12 VERNON ST HUDSON NH
21	Name (Print) Anthony DeBenedictis	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 12 Vernon St. Hudson NH
22	Name (Print) Kim Buccarelli	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 125 Musquash Rd Hudson NH
23	Name (Print) Nick Buccarelli	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 125 MUSQUASH Rd Hudson NH
24	Name (Print) ROLAND HARMON	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 14 SPRUCE ST., HUDSON
25	Name (Print) William G Collins	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 5 Locust Street Hudson
26	Name (Print) BRENDA COLLINS	Signature <i>[Signature]</i>	Address where REGISTERED to VOTE 5 Locust St Hudson

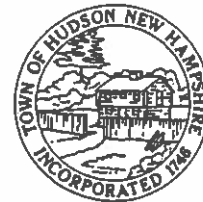
27	Name (Print)	Signature	Address where REGISTERED to VOTE
	Amy Quimby	<i>Amy Quimby</i>	11 Vernon St. Hudson
28	Name (Print)	Signature	Address where REGISTERED to VOTE
	Chris Quimby	<i>Chris Quimby</i>	11 Vernon St Hudson
29	Name (Print)	Signature	Address where REGISTERED to VOTE
	Mark Peterson	<i>Mark Peterson</i>	48 B Wymouth Ct
30	Name (Print)	Signature	Address where REGISTERED to VOTE
	Rob LaFrance	<i>Rob LaFrance</i>	19 Garrison Farm Rd.
31	Name (Print)	Signature	Address where REGISTERED to VOTE
	Amanda LaFrance	<i>Amanda LaFrance</i>	19 Garrison Farm Road Hudson
32	Name (Print)	Signature	Address where REGISTERED to VOTE
	Debbie LaFrance	<i>Debbie LaFrance</i>	19 Garrison Farm Rd Hudson
33	Name (Print)	Signature	Address where REGISTERED to VOTE
	Kimberly A Cook	<i>Kimberly A Cook</i>	21 Garrison Farm Rd. Hudson
34	Name (Print)	Signature	Address where REGISTERED to VOTE
	CHRISTINE BLAIR	<i>Christine Blair</i>	21 GARRISON FARM RD Hudson
35	Name (Print)	Signature	Address where REGISTERED to VOTE
	EVELYN COOK	<i>Evelyn Cook</i>	21 GARRISON FARM RD. HUDSON
36	Name (Print)	Signature	Address where REGISTERED to VOTE
	Wendie Laste	<i>Wendie Laste</i>	15 Garrison Farm Rd. Hudson
37	Name (Print)	Signature	Address where REGISTERED to VOTE
	Greg Laste	<i>Greg Laste</i>	15 Garrison Farm Rd. Hudson
38	Name (Print)	Signature	Address where REGISTERED to VOTE
	Karen Bonney	<i>Karen Bonney</i>	14 Garrison Farm, Hudson
39	Name (Print)	Signature	Address where REGISTERED to VOTE
	WENDE ANDERSON	<i>Wende Anderson</i>	150 ROBINSON RD HUDSON
40	Name (Print)	Signature	Address where REGISTERED to VOTE
	Joan Wagner	<i>Joan Wagner</i>	150 Robinson Rd Hudson
41	Name (Print)	Signature	Address where REGISTERED to VOTE
	DAVID ALUKOMIS	<i>David Alukomis</i>	121 Central St
42	Name (Print)	Signature	Address where REGISTERED to VOTE
	Dave Busnowski	<i>Dave Busnowski</i>	5 Derry Ln Hudson
43	Name (Print)	Signature	Address where REGISTERED to VOTE
	Cathy Busnowski	<i>Cathy Busnowski</i>	5 Derry Lane Hudson, NY

44	Name (Print) KEITH WILSON	Signature <i>[Handwritten Signature]</i>	Address where REGISTERED to VOTE 52 BISH HILL RD
45	Name (Print) Wade Wagner	Signature <i>[Handwritten Signature]</i>	Address where REGISTERED to VOTE 1507 Robinson Rd
46	Name (Print)	Signature	Address where REGISTERED to VOTE
47	Name (Print)	Signature	Address where REGISTERED to VOTE
48	Name (Print)	Signature	Address where REGISTERED to VOTE
49	Name (Print)	Signature	Address where REGISTERED to VOTE
50	Name (Print)	Signature	Address where REGISTERED to VOTE

Agenda
1-9-24



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



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

8J

To: Board of Selectmen

From: Steve Malizia, Town Administrator



Date: December 6, 2023

Re: Petitioned Warrant Articles

January 9, 2024 is the last day for the voters to petition the Board of Selectmen to include an article in the 2024 Town Meeting warrant. As the Board of Selectmen's agenda is prepared in advance of the petitioned warrant article due date, this memo is a placeholder on the agenda should the Board of Selectmen receive any petitioned warrant articles after the January 9, 2024 meeting agenda is prepared. Should any petitioned warrant article(s) be received from the voters, the Board must forward the article to the warrant with a recommendation. The following motion may be used for any petitioned warrant article(s) received:

Motion: To forward petition warrant article(s) _____ to the 2024 Town Warrant as Recommended/Not Recommended by the Board of Selectmen.

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



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

Agenda 2
1-9-24



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

8K

To: Board of Selectmen

From: Steve Malizia, Town Administrator

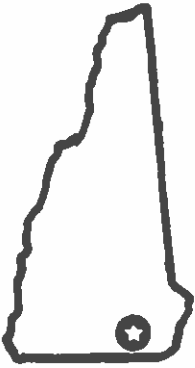
Date: December 6, 2023

Re: Designation of a Selectman to Post the Town Warrant

The last day for the Board of Selectmen to post the Town Warrant and Budget at the polling places (Hudson Community Center and Alvirne High School) and other public locations for the Fiscal Year 2025 Deliberative Session is Monday, January 29, 2024. The following motion would designate which Selectman will be responsible for posting the Fiscal Year 2025 Town Warrant and Budget.

Motion: To designate Selectman _____ to post the Fiscal Year 2025 Town Warrant and Budget on or before Monday, January 29, 2024.

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



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

Agenda
1-9-24



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

8L

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 6, 2023

Re: Annual Report Dedication

I am recommending that this year's Annual Town Report be dedicated to Bob Clegg who served many roles in the community, James Hetzer who served as a Selectmen, member of the Hudson Budget Committee and Assistant Moderator, George Fuller Jr. who was a Captain in the Hudson Fire Department and Cherie Hebert who was a Senior Accounting Clerk for the Town. Should the Board of Selectmen concur with my recommendation, the following motion is appropriate:

Motion: To dedicate the 2023 Annual Town Report to Bob Clegg, James Hetzer, George Fuller Jr. and Cherie Hebert.

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

Agala
1-9-24



8M



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

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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: December 15, 2023

Re: Senate Bill 468- Designating a portion of route 111 in Hudson as the Senator Robert E. Clegg Jr. Memorial Highway

Chief Assessor Jim Michaud has brought Senate Bill 468 to our attention. Senate Bill 468 proposes to designate a portion of route 111 in Hudson as the Senator Robert E. Clegg Memorial Highway. I am recommending that the Board of Selectmen vote to send a letter to the Chair of the Transportation Committee, with a copy to Senator Carson and Hudson's legislative delegation, in support of this bill. I have attached a copy of the bill to this memo for your information. Should the Board agree with my recommendation, the following motion would be appropriate:

Motion: To send a letter to the Chair of the State Senate Transportation Committee, State Senator Carson and Hudson's legislative delegation, expressing the Board of Selectmen's support for SB 468 which proposes to designate a portion of route 111 in Hudson as the Senator Robert E. Clegg Memorial Highway.

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

SB 468 - AS INTRODUCED

2024 SESSION

24-3016
11/02

SENATE BILL **468**

AN ACT relative to designating a portion of route 111 in Hudson as the Senator Robert E. Clegg Jr. Memorial Highway.

SPONSORS: Sen. Carson, Dist 14; Sen. Avard, Dist 12; Sen. Bradley, Dist 3; Sen. D'Allesandro, Dist 20; Sen. Innis, Dist 7; Rep. Renzullo, Hills. 13; Rep. Ulery, Hills. 13; Rep. A. Lekas, Hills. 38; Rep. T. Lekas, Hills. 38; Rep. Wherry, Hills. 13

COMMITTEE: Transportation

ANALYSIS

This bill designates a portion of route 111 in Hudson as the Senator Robert E. Clegg Jr. Memorial Highway.

.....
Explanation: Matter added to current law appears in *bold italics*.
Matter removed from current law appears ~~[in brackets and struckthrough.]~~
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.
24-3016
11/02

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty Four

AN ACT relative to designating a portion of route 111 in Hudson as the Senator Robert E. Clegg Jr. Memorial Highway.

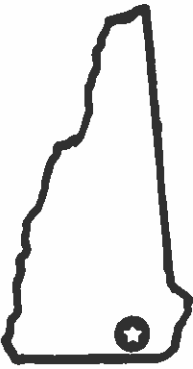
Be it Enacted by the Senate and House of Representatives in General Court convened:

1 Town of Hudson; Senator Robert E. Clegg Jr. Memorial Highway. Pursuant to RSA 4:43, the portion of route 111 in Hudson from the town line to the intersection of route 128 shall be named the Senator Robert E. Clegg Jr. Memorial Highway. The commissioner of the department of transportation shall erect a suitable memorial marker in the right-of-way designated section.

2 Signage. The cost of design, construction, maintenance, and installation of any signage, replacement signage, or other markers required under this act shall not be a charge to the state. However, the design, construction, and installation of any signage or other markers required under this act shall be as directed by the department.

3 Effective Date. This act shall take effect upon its passage.

Agenda
1-9-24



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



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

8N

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: January 4, 2024

Re: House Bill 1114 – Investigation of PFOA and PFAS in Air, Soil, and Groundwater

House Bill 1114 extends the commission to investigate and analyze the environmental and public health impacts relating to releases of perfluorinated chemicals in the air, soil and groundwater in Merrimack, Bedford, Londonderry, and Litchfield. Senator Carson, who represents Hudson, is one of the sponsors of the bill. Staff has attempted to contact her requesting that she add the Town of Hudson to the bill. She has not responded to several requests to add Hudson to the bill. As you are all aware, Hudson is affected by these chemicals and has been working with St. Gobain relative to our wells in Litchfield. I am recommending that the Board of Selectmen send a letter to Senator Carson requesting that she add the Town of Hudson to House Bill 1114. Should the Board agree with my recommendation, the following motion would be appropriate:

Motion: To send a letter to State Senator Sharon Carson, asking her to add the Town of Hudson to HB 1114 for the extension of the commission investigating and analyzing the environmental impacts related to the release of perflourinated chemicals in Merrimack, Bedford, Londonderry, and Litchfield.

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

HB1114

Bill Details

Title: extending the commission to investigate and analyze the environmental and public health impacts relating to releases of perfluorinated chemicals in the air, soil, and groundwater in Merrimack, Bedford, Londonderry, and Litchfield.

Sponsors: *(Prime)* Nancy Murphy (D), Rung (D), Wendy Thomas (D), Ebel (D), Meuse (D), Rombeau (D), Wayne MacDonald (R), Lascelles (R), Dunn (R), Kristine Perez (R), Jeb Bradley (R), Chandley (d), Donna Soucy (D), Ricciardi (R), Carson (R)

LSR Number: 24-2085

General Status: HOUSE

House:

Committee: Resources, Recreation and Development

Due Out: 3/21/2024

Status: IN COMMITTEE

HB 1114 - AS INTRODUCED

2024 SESSION

24-2085

1002

HOUSE BILL 1114

AN ACT extending the commission to investigate and analyze the environmental and public health impacts relating to releases of perfluorinated chemicals in the air, soil, and groundwater in Merrimack, Bedford, Londonderry, and Litchfield.

SPONSORS: Rep. N. Murphy, Hills. 12; Rep. Rung, Hills. 12; Rep. W. Thomas, Hills. 12; Rep. Ebel, Merr. 7; Rep. Meuse, Rock. 37; Rep. Rombeau, Hills. 2; Rep. W. MacDonald, Rock. 16; Rep. Lascelles, Hills. 14; Rep. Dunn, Rock. 16; Rep. K. Perez, Rock. 16; Sen. Bradley, Dist 3; Sen. Chandley, Dist 11; Sen. Soucy, Dist 18; Sen. Ricciardi, Dist 9; Sen. Carson, Dist 14

COMMITTEE: Resources, Recreation and Development

ANALYSIS

This bill extends for 5 years the commission to investigate and analyze the environmental and public health impacts relating to releases of perfluorinated chemicals in the air, soil, and groundwater in Merrimack, Bedford, Londonderry, and Litchfield.

Explanation: Matter added to current law appears in *bold italics*.
Matter removed from current law appears [in brackets and struckthrough].
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.
24-2085
1002

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty Four

AN ACT extending the commission to investigate and analyze the environmental and public health impacts relating to releases of perfluorinated chemicals in the air, soil, and groundwater in Merrimack, Bedford, Londonderry, and Litchfield.

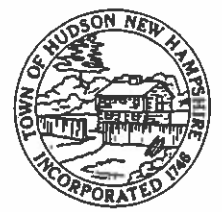
Be it Enacted by the Senate and House of Representatives in General Court convened:

- 1 Commission on the Environmental and Public Health Impacts of Perfluorinated Chemicals; Reporting Date Extended; Amend RSA 126-A:79-a, V to read as follows:
V. The commission shall submit an interim report of its findings on November 1, each year between 2020 and ~~2024~~ 2028, and a final report of its findings and any recommendations for proposed legislation to the speaker of the house of representatives, the president of the senate, the house clerk, the senate clerk, the governor, and the state library on or before November 1, ~~2024~~ 2029.
- 2 Prospective Repeal Extended; Commission on the Environmental and Public Health Impacts of Perfluorinated Chemicals. Amend RSA 2019, 335:3, I to read as follows: to read as follows:
1. Section 2 of this act shall take effect November 1, ~~2024~~ 2029.
- 3 Effective Date. This act shall take effect upon its passage.



TOWN OF HUDSON
Office of the Town Administrator
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Agenda
1-9-24



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

80

To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: January 4, 2024
Re: House Bill 1479 – Lobbying Activities

The New Hampshire Municipal Association (NHMA) has requested that the Hudson Board of Selectmen send a letter opposing House Bill 1479 which would regulate the use of public funds for lobbying activities and establishes certain additional enforcement mechanisms. As you are aware, the Town of Hudson is a member of NHMA and has been for many years. If this bill were to pass, the Town and all of the other member communities in New Hampshire would lose NHMA's legislative advocacy services. In addition to that, many other advocacy services such as the NH Police Chief's Association, the NH Fire Chief's Association, and the Town Clerk's Association would also lose their legislative voice. The attached draft letter that was provided by NHMA explains the impacts of this bill in more detail. I have also included a copy of the bill as proposed. Should the Board of Selectmen vote to send a letter of opposition to House Bill 1479, the following motion would be appropriate:

Motion: To send a letter to the Legislative Administrative Committee in opposition to House Bill 1479, which would prohibit the use of federal, state, or local funds for lobbying activities and establishes certain additional enforcement mechanisms.

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

Malizia, Steve

From: Natch Greyes <ngreyes@nhmunicipal.org>
Sent: Wednesday, December 20, 2023 9:04 AM
To: Malizia, Steve
Subject: HB 1479
Attachments: Lobbying_leg_ltr.docx

EXTERNAL: Do not open attachments or click links unless you recognize and trust the sender.

Good morning Steve,

We (finally) have seen publication of this year's anti-lobbying bill, HB 1479. As we mentioned at the conference, we are collecting letters from our members that we are hoping to have available by the time the bill is heard in the Legislative Administration Committee in early January. I thought that your select board may be interested in signing a letter in opposition to that bill as, I believe, they have done so in the past. I have attached a draft/template letter that we have mocked up which provides some talking points. We're, of course, always happy to have boards draft their own.

Let me know if this is something that your board would support signing or if there's anything else that I can help with,
-N



Natch Greyes
Government Affairs Counsel
New Hampshire Municipal Association
25 Triangle Park Drive
Concord, NH 03301
Tel: (603) 224-7447
www.nhmunicipal.org



Scan to stay informed on legislation
affecting cities and towns!

HB 1479-FN - AS INTRODUCED

2024 SESSION

24-2781
12/05

HOUSE BILL ***1479-FN***

AN ACT relative to prohibiting the use of federal, state, or local funds for lobbying activities.

SPONSORS: Rep. Yokela, Rock. 32; Rep. Ammon, Hills. 42; Rep. Soti, Rock. 35

COMMITTEE: Legislative Administration

ANALYSIS

This bill regulates the use of public funds for lobbying activities and establishes certain additional enforcement mechanisms.

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears [~~in brackets and struckthrough.~~]
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty Four

AN ACT relative to prohibiting the use of federal, state, or local funds for lobbying activities.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 Lobbyists; Prohibited Activities. RSA 15:5 is repealed and reenacted to read as follows:

2 15:5 Prohibited Lobbyist Activities.

3 I. In this section, "public funds" means a grant or appropriation of a state, county, town,
4 city, village district, unincorporated place, or school district.

5 II. No public funds shall be used to lobby, attempt to influence legislation, participate in
6 political activity, or contribute funds to any entity for the purpose of engaging in the same.

7 III. Any recipient of public funds that wishes to engage in any of the activities which would
8 require registration as a lobbyist under RSA 15:1, shall segregate public funds in such a manner
9 that such funds are physically and financially separate from any other funds that may be used for
10 any of these purposes. Mere bookkeeping separation of the public funds from other monies shall not
11 be sufficient.

12 IV. If an entity engages in an activity prohibited in paragraph II, a taxpayer or resident of
13 this state is entitled to appropriate injunctive relief to prevent further activity prohibited by that
14 paragraph and to prevent further payment of public funds related to that activity. A taxpayer or
15 resident who prevails in such an action is entitled to recover from the entity the taxpayer's or
16 resident's reasonable attorney's fees and costs incurred in bringing the action.

17 V. Notwithstanding any other provision of law, any person who knowingly authorizes
18 spending of public funds in violation of this section shall be shall be guilty of a Class A misdemeanor
19 and personally liable for an amount equal to 3 times the amount wrongfully paid or expended,
20 divided equally to the county, town, city, village district, unincorporated place, or school district
21 which provided the grants or appropriations.

22 VI. A knowing violation of this section is grounds for discharge of an employee.

23 VII. Nothing in this section shall be construed to limit an entity's ability to provide
24 information which does not advocate for or against political candidates or legislation.

25 2 Applicability. This act applies only to an expenditure or payment of public funds as defined in
26 RSA 15:5, I, that is made on or after the effective date of this act, including an expenditure or
27 payment of public funds that is made under a contract entered into before, on, or after the effective
28 date of this act.

29 3 Effective Date. This act shall take effect January 1, 2025.

**HB 1479-FN- FISCAL NOTE
AS INTRODUCED**

AN ACT relative to prohibiting the use of federal, state, or local funds for lobbying activities.

FISCAL IMPACT: State County Local None

Estimated State Impact - Increase / (Decrease)				
	FY 2024	FY 2025	FY 2026	FY 2027
Revenue	\$0	\$0	\$0	\$0
<i>Revenue Fund</i>	None			
Expenditures	Indeterminable			
<i>Funding Source</i>	General Fund			
Appropriations	\$0	\$0	\$0	\$0
<i>Funding Source</i>	None			

Estimated Political Subdivision Impact - Increase / (Decrease)				
	FY 2024	FY 2025	FY 2026	FY 2027
County Revenue	\$0	\$0	\$0	\$0
County Expenditures	Indeterminable			
Local Revenue	\$0	\$0	\$0	\$0
Local Expenditures	Indeterminable			

METHODOLOGY:

This bill adds, deletes, or modifies a criminal penalty, or changes statute to which there is a penalty for violation. Therefore, this bill may have an impact on the judicial and correctional systems, which could affect prosecution, incarceration, probation, and parole costs, for the state, as well as county and local governments. A summary of such costs can be found at: https://gencourt.state.nh.us/lba/Budget/Fiscal_Notes/JudicialCorrectionalCosts.pdf

The bill also provides for civil remedies. There is no way to predict how many such actions would occur, but the Judicial Branch has provided average cost information for civil cases in the Superior Court:

Superior Court	FY 2024	FY 2025
Complex Civil Case	\$1,321	\$1,347

Routine Civil Case	\$494	\$504
Superior Court Fees	As of 1/12/2020	
Original Entry Fee	\$280	
Third-Party Claim	\$280	
Motion to Reopen	\$160	

AGENCIES CONTACTED:

Judicial Branch, Judicial Council, Department of Justice, Department of Corrections, New Hampshire Association of Counties, and New Hampshire Municipal Association

December XX, 2023

House Legislative Administration
Legislative Office Building 301
Concord, New Hampshire 03301

Re: HB 1479 and efforts to limit towns' ability to budget for legislative advocacy

Dear Chairman Hill and Members of the Committee:

To preserve local budget control, bring the best resources to our staff, and access valuable training and education services, the BOARD OR ENTITY writes to strongly oppose any legislation intended to make it harder for towns and cities to budget for collective advocacy, like 2023's HB 51 and 2022's HB 1033.

We are members of the New Hampshire Municipal Association, a voluntary, nonprofit organization whose membership includes all 234 of New Hampshire's 234 cities and towns. For us and all its members, NHMA is a source of information, assistance, legal counsel, and legislative advocacy on local government issues. Any legislation that creates an obstacle to using our discretion as a board to maintain our membership threatens not only our access to NHMA and similar entities, but also their very existence as a member founded, member-funded organization.

Here are three things to consider about how we use our local funds:

First, as the only organization that provides us with legislative advocacy services, NHMA is a voluntary and member-driven organization that relies on local funds. Those funds are appropriated through the legal, transparent, local budget process led by elected officials who sit on the many boards and committees across New Hampshire. Taxpayers know where their money is going, and they are free to advocate against our membership if they would like. As a result, HB 1479 dilutes the authority of town voters as well.

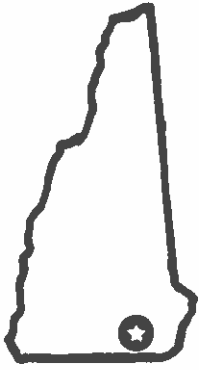
Second, NHMA is far from the only specialty advocate that would be threatened by this sort of law. Many officials and employees in our town and others are members of professional organizations that provide advocacy services, including but not limited to building officials, assessing officials, town and city clerks, planners, police officers, firefighters, public works employees, and school district officials.

Third, these groups deliver valuable services outside their legislative advocacy. They provide training and educational opportunities, often with state partners, to ensure their members understand the law and best practices. Undermining their ability to exist would mean local officials will not receive explanations of the effects of legislation on themselves and their constituents and must try to make public policy without all the information they need. NHMA was founded for local officials by local officials in 1941, with a recognition that a shared voice to state leaders was more efficient and more effective than local officials from 234 cities and towns attempting to follow all legislation affecting local government.

HB 1479 threatens the core concept of local control: local voters making decisions about how local funds are spent. We therefore ask the committee to find any proposed legislation aiming to control how we spend our local budgets and pursue collective advocacy *inexpedient to legislate*.

Sincerely,

SIGN WITH TITLE BELOW



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

Agenda
1-9-24



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

8P

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: January 4, 2024

Re: Application for Payment from Capital Reserve Fund

Attached please find an Application for Payment from Capital Reserve Fund. The application is for reimbursement for body worn cameras at the Police Department. The reimbursement request is in the amount of \$69,953.44 and is coming from the Police Safety Equipment Capital Reserve Fund that was established for this purpose.

The Trustees of Trust Funds have requested that the Board approve all disbursements from capital reserve funds. The Board of Selectmen are the agents to expend for this capital reserve fund and there are sufficient funds in the capital reserve fund to make this disbursement. Should the Board of Selectmen vote to approve this disbursement, the following motion is appropriate:

Motion: To approve the disbursement from the Police Safety Equipment Capital Reserve Fund in the amount of \$69,953.44 as requested by the Police Chief and Finance Director.

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



TOWN OF HUDSON

Trustees of Trust Funds



RECEIVED

DEC 27 2023

TOWN OF HUDSON
SELECTMENS OFFICE

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

APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

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

Submitted by: Hudson Police Department Via Selectman
(Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 12/19/23 Date payment required: When available

Printed name of person submitting request: Tad Dionne

Title of person submitting request: Chief of Police

Deliver payment to: Finance

Signature of person submitting request: 

Signature of Finance Director: L. Labrie

Submitted pursuant to:

Action as agent to expend.

Warrant article approved at town/school district annual or special meeting.

This request is for only a portion of the amount authorized by the article

This request is for the total amount authorized by the article in question or represents the final payment in a series.

Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$69,953.44
(Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: Police Safety Equipment Capital Reserve Fund

Date and warrant article number which authorizes this request: 3/9/21 Article #18

Or

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

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



PURCHASE ORDER

(Pending Posting Process)

PO No: **POL24223**

Date: 12/11/2023
Dept. Of: Public Safety, Police

Job No:

Ship Via: Standard Shipping

Terms: Standard Terms

Comment:

TO:

Utility Associates, Inc.
250 E. Ponce de Leon Ave
Suite 700
Decatur, GA 30030

Contact:

Vendor ID: U01104

1099 Eligible: No

BILL TO: Town of Hudson, NH
1 Constitution Drive
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH
1 Constitution Drive
Hudson, NH 03051-4249

Attention:

Requested By: skimball

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
#44330	BodyWorn Cameras & Vehicle Comm. System	1.0000	69,953.4400	69,953.44

Debit Account No: 01-4210-5630-403-000
Payment 4 of 5 payments

Desc: Police Patrol, Small Equipment

Total

69,953.44

*Reimburse from Safety
Equipment Capital Reserve Fund*

Department Head

Board of Selectmen

Finance Director

Board of Selectmen

Town Administrator

Board of Selectmen

Chairman, Board of Selectmen



UTILITY.

Invoice

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Date 11/30/2023
Invoice# 44330
Customer Hudson NH Police
Terms Net 30
Due Date 12/30/2023
PO # Signed SA Attached -
 Hudson NH PD
Sales Rep Watson, John
Created From Sales Order #21182
Ship Date 10/24/2022

Bill To
 Sherrie Kimball
 Chief William Avery
 Hudson NH Police Department
 wavery@hudsonnh.gov

Ship To
 Hudson NH Police Department
 1 Constitution Drive
 Hudson NH 03051

PO 24223

Item	Description	Qty Ordered	Rate	Contract Amount	Due Now
BWC-S-4005	AVaiL Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT Communications - 5 Years	15	\$8,855.00	\$132,825.00	\$25,191.66
BW-S-4005	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years	36	\$6,160.00	\$221,760.00	\$42,059.12
CAD-I-4001	CAD Integration	1	\$15,000.00	\$15,000.00	\$2,844.91
DISCOUNT	Discount with Multi-Year Agreement	1	\$(750.00)	\$(750.00)	\$(142.25)

For inquiries, please use the following contact info:
 ~New Orders - orders@utility.com
 ~Existing Orders - insidesales@utility.com
 ~Accounting - accounting@utility.com

Any other questions may be directed to
 404-816-0300

ABA# 031207607
 PNC Bank, N.A.
 East Brunswick, NJ 08816
 SWIFT Code PNCCUS33
 Account Information:
 Utility Associates, Inc.
 Account# 8026405918

Total	\$69,953.44
Amount Due	\$69,953.44

TD

Agenda
1-9-24

8Q

Town of Hudson

Revenues and Expenditures

Through December 31, 2023

Steve

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: As of December 31, 2023

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	General Fund									
4199	5020	Trustees of Trust Funds	2,994		0	2,994	1,261	0	1,733	42%
4195	5025	Cemetery Trustees	1,250		0	1,250	33	0	1,217	3%
4140	5030	Town Clerk/Tax Collector	424,803		0	424,803	222,145	595	202,062	52%
4140	5041	Moderator	42,616		0	42,616	12,735	0	29,881	30%
4140	5042	Supervisors of The Checklist	6,286		0	6,286	1,636	0	4,650	26%
4199	5050	Town Treasurer	8,074		0	8,074	4,037	0	4,037	50%
4199	5055	Sustainability Committee	1,300		0	1,300	452	0	848	35%
4520	5063	Benson Park Committee	1,100		0	1,100	193	0	907	18%
4199	5070	Municipal Budget Committee	800		0	800	70	0	730	9%
4140	5077	IT - Town Officers	4,170		0	4,170	835	0	3,335	20%
4199	5080	Ethics Committee	100		0	100	0	0	100	0%
		Town Officers	493,493	0	0	493,493	243,396	595	249,501	49%
4130	5110	Board of Selectmen/Administration	408,448	1,685	0	410,133	211,534	6,425	192,174	53%
4194	5115	Oakwood	2,275		37	2,312	1,764	0	548	76%
4194	5120	Town Hall Operations	107,321		637	107,958	55,160	3,684	49,113	55%
4442	5151	Town Poor	65,000		0	65,000	12,183	0	52,817	19%
4130	5177	IT - Town Administration	800		0	800	240	0	560	30%
		Administration	583,844	1,685	674	586,203	280,882	10,109	295,212	50%
4153	5200	Legal	120,000		0	120,000	89,397	19,256	11,347	91%
4150	5310	Finance Administration	190,919		0	190,919	123,923	11,777	55,219	71%
4150	5320	Accounting	339,563		4,472	344,035	165,648	1,749	176,638	49%
4150	5377	IT - Finance	2,759		0	2,759	2,123	60	576	79%
		Finance	533,241	0	4,472	537,713	291,694	13,586	232,433	57%
4150	5330	Information Technology	774,036		13,463	787,499	430,236	442	356,821	55%
		Information Technology	774,036	0	13,463	787,499	430,236	442	356,821	55%
4152	5410	Assessing Department	466,104	33,695	3,774	503,573	230,044	38,199	235,330	53%
4152	5477	IT- Assessing	1,200	0	0	1,200	860	0	340	72%
		Assessing	467,304	33,695	3,774	504,773	230,904	38,199	235,670	53%
4312	5515	Public Works Facility	61,252		0	61,252	25,135	2,067	34,050	44%
4312	5551	Public Works Administration	313,255		2,609	315,864	158,900	623	156,341	51%
4312	5552	Streets	3,640,579		203,224	3,843,803	1,965,320	823,186	1,055,296	73%
4312	5553	Equipment Maintenance	503,608		7,329	510,937	256,524	4,840	249,573	51%
4312	5554	Drainage	670,079		30,936	701,015	359,986	5,550	335,479	52%
4522	5556	Parks Division	243,845		3,347	247,192	113,649	10,018	123,525	50%
4312	5577	IT - Public Works	4,290		0	4,290	3,798	0	492	89%
		Public Works	5,436,908	0	247,444	5,684,353	2,883,312	846,284	1,954,756	66%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: As of December 31, 2023

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4191	5277	IT - LUD	6,330		0	6,330	1,410	618	4,302	32%
4191	5571	LUD - Planning	385,118		6,971	392,089	195,295	8,000	188,794	52%
4191	5572	LUD - Planning Board	8,350		0	8,350	1,778	0	6,572	21%
4191	5581	LUD - Zoning	227,834		5,290	233,124	117,858	1,771	113,495	51%
4191	5583	LUD - Zoning Board of Adj	16,500		0	16,500	7,419	6,188	2,893	82%
4311	5585	LUD - Engineering	433,718		13,794	447,512	213,241	15,857	218,414	51%
		Land Use	1,077,850	0	26,054	1,103,904	537,000	32,433	534,471	52%
4210	5610	Police Administration	385,840		14,810	400,650	196,393	11,728	192,528	52%
4210	5615	Police Facility Operations	296,892	10,000	825	307,717	132,470	20,590	154,657	50%
4210	5620	Police Communications	865,535		0	865,535	422,290	785	442,460	49%
4210	5630	Police Patrol	7,428,749	9,432	169,735	7,607,916	3,547,887	161,520	3,898,509	49%
4210	5640	Investigations	15,226	7,586	0	22,812	13,302	1,425	8,085	65%
4414	5650	Animal Control	136,928	0	7,457	144,385	69,334	402	74,650	48%
4210	5660	Information Services	192,535		0	192,535	89,716	0	102,819	47%
4210	5671	Support Services	95,023	3,095	2,769	100,887	49,439	12,697	38,751	62%
4210	5672	Crossing Guards	70,703		0	70,703	19,817	0	50,886	28%
4210	5673	Prosecutor	396,939		18,985	415,924	182,636	(537)	233,825	44%
4210	5674	Debt Service	518,532		0	518,532	518,532	0	0	100%
4210	5677	IT - Police	94,871		0	94,871	69,421	685	24,766	74%
		Police	10,497,773	30,113	214,581	10,742,467	5,311,236	209,295	5,221,936	51%
4220	5710	Fire Administration	809,652		19,124	828,776	385,162	13,314	430,300	48%
4220	5715	Fire Facilities	149,418	875	547	150,840	67,394	18,692	64,753	57%
4220	5720	Fire Communications	422,701	6,877	(20)	429,558	240,554	178,591	10,413	98%
4220	5730	Fire Suppression	6,322,020	16,823	33,353	6,372,196	3,292,148	47,100	3,032,949	52%
4220	5740	Fire Inspectional Services	509,024		11,494	520,518	246,100	1,106	273,313	47%
4220	5765	Fire Alarm	3,000		0	3,000	251	889	1,860	38%
4220	5770	Emergency Management	86,868		0	86,868	69,970	119,840	(102,941)	219%
4220	5777	IT - Fire	45,528	2,970	0	48,498	40,713	7,903	(118)	100%
		Fire	8,348,211	27,545	64,498	8,440,254	4,342,290	387,434	3,710,530	56%
4520	5810	Recreation Administration	158,669	0	0	158,669	77,314	166	81,189	49%
4520	5814	Recreation Facilities	68,874	0	349	69,223	33,981	50	35,192	49%
4520	5821	Supervised Play	122,463	0	0	122,463	108,970	1,012	12,481	90%
4520	5824	Ballfields	11,842	0	0	11,842	3,915	0	7,927	33%
4520	5825	Tennis	1,500	0	0	1,500	0	0	1,500	0%
4520	5826	Lacrosse	8,506	0	0	8,506	430	0	8,076	5%
4520	5831	Basketball	51,384	0	0	51,384	13,038	670	37,676	27%
4520	5834	Soccer	13,314	0	0	13,314	11,596	0	1,718	87%
4520	5835	Senior Activities Operations	63,995	0	0	63,995	23,997	2,058	37,940	41%
4520	5836	Teen Dances	1,200	0	0	1,200	0	0	1,200	0%
4520	5839	Community Activities	9,190	0	0	9,190	1,703	1,313	6,174	33%
4520	5877	IT - Recreation	6,865	0	0	6,865	1,631	364	4,870	29%
		Recreation	517,802	0	349	518,151	276,574	5,632	235,944	54%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: As of December 31, 2023

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4196	5910	Insurance	590,938	0	0	590,938	606,177	0	(15,239)	103%
4199	5920	Community Grants	104,884	0	0	104,884	100,990	0	3,894	96%
4583	5930	Patriotic Purposes	5,600	0	0	5,600	4,100	0	1,500	73%
4199	5940	Other Expenses	149,169	0	0	149,169	12,082	0	137,087	8%
4220	5960	Hydrant Rental	276,971	0	0	276,971	115,404	0	161,567	42%
4321	5970	Solid Waste Contract	2,240,383	0	0	2,240,383	1,058,357	1,186,576	(4,549)	100%
		Non-Departmental	3,367,945	0	0	3,367,945	1,897,110	1,186,576	284,259	92%
General Fund Appropriation Subtotal			32,218,407	93,038	575,309	32,886,754	16,814,032	2,749,842	13,322,881	59.5%
Warrant Articles										
4194	6013	Generator Replace/Repair	30,000		0	30,000	30,000	0	0	100%
4901	6015	Widening Lowell Rd from Wason	0	1,285,754	0	1,285,754	734,121	2,025,110	(1,473,477)	215%
4901	6032	Development of Benson Property	10,000		0	10,000	10,000	0	0	100%
4152	6040	Future Prop. Revaluation CRF	25,000		0	25,000	25,000	0	0	100%
4210	6056	Hire New Police Officer	126,147	0	(126,147)	0	0	0	0	0%
4220	6057	Fire Appar Refub & Repr CRF	25,000		0	25,000	25,000	0	0	100%
4130	6060	Police, Fire, Town Super Contract	190,118	0	(190,118)	0	0	0	0	0%
4130	6062	Public Works Union Contract	81,628		(81,628)	0	0	0	0	0%
4210	6073	Estab. Police Safety Equipment CRF	100,000		0	100,000	100,000	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000		0	15,000	15,000	0	0	100%
4721	6102	Bond - Interest	0		0	0	0	0	0	0%
4903	6210	Police Facility Expan and Reno	0	4,036,562	0	4,036,562	2,417,594	1,618,968	0	100%
4915	6201	Commun Equip & Infrast CRF	0		0	0	0	0	0	0%
4909	6211	Bridge Repair State	0	4,823	86,364	91,187	(68,066)	8,903	150,351	-65%
4909	6212	Taylor Falls & Veteran Bridge Ref	0	2,206	454,888	457,094	20,006	0	437,088	4%
4199	6318	Energy Efficiency CRF	0		0	0	0	0	0	0%
0000	6434	Operating Transfer to Library	0		0	0	501,359	0	(501,359)	0%
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	52,753	0	(52,753)	0%
General Fund Warrant Articles			602,893	5,329,345	143,360	6,075,598	3,862,766	3,652,981	(1,440,150)	124%
General Fund Total Budget			32,821,300	5,422,383	718,669	38,962,352	20,676,798	6,402,823	11,882,731	70%
02	Sewer Fund									
4326	5561	Sewer Billing & Collection	176,531			176,531	109,398	7,600	59,533	66%
4326	5562	Sewer Operation & Maintenance	1,298,472	220,754	367	1,519,593	548,206	696,498	274,889	82%
4326	5564	Sewer Capital Projects	700,000			700,000	0	196,202	503,798	28%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000			15,000	15,000	0	0	100%
		Sewer Fund	2,190,003	220,754	367	2,411,124	672,604	900,301	838,220	65%
03	Water Fund									
4332	5591	Water - Administration	317,184			317,184	191,532	16,765	108,887	66%
4332	5592	Water - Ops & Maintenance	1,762,303	382,032	1,372	2,145,707	991,587	786,525	367,596	83%
4335	5593	Water - Supply	1,306,108	50,139	519	1,356,766	573,791	372,228	410,747	70%
4332	5594	Water - Debt Service	1,140,406			1,140,406	1,140,406	0	0	100%
		Water Fund	4,526,001	432,171	1,891	4,960,063	2,897,316	1,175,517	887,230	82%

Town of Hudson, NH
Appropriations and Revenue Summary
Month Ending: As of December 31, 2023

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
04	5060	Library	1,256,499	11,099	148	1,267,746	568,896	12,815	967,865	46%
06	5586	Conservation Commission	52,753	28,000		80,753	330,926	28,000	(273,499)	444%
			1,309,252	39,099	148	1,348,499	899,822	40,815	694,366	70%
Total General, Sewer, Water Funds			40,846,556	6,114,407	721,075	47,682,039	25,146,539	8,519,456	14,302,547	71%
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		General Fund Revenue	32,171,032		723,489	32,894,521	8,966,502	0	23,928,019	27%
		Sewer Fund Revenue	2,182,004		367	2,182,371	613,088	0	1,569,283	28%
		Water Fund Revenue	4,536,001		1,891	4,537,892	1,914,417	0	2,623,476	42%
Total General, Sewer, Water Funds Revenue			38,889,037	0	725,747	39,614,784	11,494,006	0	28,120,778	29%
Other Funds										
State #	Dept #	Department	FY 2024	Encumbered	PY Adjustmts	Appropriation	Expended To Date	Encumbered	Available	Expended
14	5630	Police Forfeiture Fund	0	4,736	0	4,736	15,563	31,500	(42,327)	118%
35	5845	Senior Activities Revolving Fund	0			0	68,408	0	(68,408)	0%
45	5045	Community TV Revolving Fund	0		149	149	190,955	2,137	(192,942)	100%
50	5750	EMS Revolving Fund	378,850			378,850	257,195	102,222	19,433	95%
		Other Funds	378,850	4,736	149	383,735	532,121	135,859	(284,244)	174%
			Budgeted Revenue		Supplemental Budget	Adjusted Revenue	Revenues	Use of Fund Balance	Balance	
		Sr. Revolving Fund	0			0	49,876		(49,876)	0%
		Community TV Revolving Fund	0		149	149	186,068		(185,919)	0%
		EMS Revolving Fund	0			0	181,051		(181,051)	0%
Total Expenditures All Funds			41,225,406	6,119,143	721,224	48,065,774	25,678,660	8,655,315	14,018,303	71%

Revenue Report Month End Revenue

Town of Hudson, NH
As Of: December 2023, GL Year 2024

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
General Fund						
01-0000-4913-000-000	Transfer from Land Use Change Fund	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	Library Revenue	1,677.00	0.00	0.00	1,677.00	0.000
01-3110-4100-000-000	General Property Taxes	21,843,262.00	0.00	10,244.75	21,833,017.25	0.047
01-3110-4101-000-000	Overlay	-328,649.00	-501.96	1,306,519.68	-1,635,168.68	-397.543
01-3185-4120-000-000	Yield Taxes and Interest	8,000.00	0.00	4,480.68	3,519.32	56.009
01-3186-4115-000-000	In Lieu of Taxes	12,816.00	0.00	0.00	12,816.00	0.000
01-3189-4121-000-000	Excavation Activity Tax	5,000.00	0.00	0.00	5,000.00	0.000
01-3189-4127-000-000	Boat Tax	8,000.00	600.84	2,533.60	5,466.40	31.670
01-3190-4172-000-000	Interest on Delinquent Yield Tax	0.00	0.00	120.03	-120.03	0.000
01-3190-4203-000-000	Charges on Property Taxes	5,000.00	102.23	-794.42	5,794.42	-15.888
01-3190-4204-000-000	Interest on Property Taxes	160,000.00	6,994.76	29,527.69	130,472.31	18.455
01-3220-4201-000-000	Motor Vehicle Permits	5,600,000.00	436,072.00	3,020,064.24	2,579,935.76	53.930
01-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	900.00	6,640.00	8,360.00	44.267
01-3230-4218-000-000	Building Permits	280,000.00	20,530.20	222,835.28	57,164.72	79.584
01-3230-4381-000-000	Septic Inspection Fees	6,000.00	200.00	2,600.00	3,400.00	43.333
01-3290-4209-000-000	Excavation Permits	5,000.00	75.00	675.00	4,325.00	13.500
01-3290-4214-000-000	Driveway Permits	2,000.00	50.00	1,000.00	1,000.00	50.000
01-3290-4217-000-000	Health Permits	0.00	0.00	400.00	-400.00	0.000
01-3290-4221-000-000	Pistol Permits	2,500.00	60.00	380.00	2,120.00	15.200
01-3290-4233-000-000	Oil Burner/Kerosene Permits	0.00	0.00	300.00	-300.00	0.000
01-3290-4238-000-000	Police Alarm Permit	2,800.00	15.00	1,005.00	1,795.00	35.893
01-3290-4239-000-000	Fire - Place of Assembly	2,000.00	270.00	850.00	1,150.00	42.500
01-3290-4254-000-000	Fire Alarm Permits	1,500.00	647.00	1,196.00	304.00	79.733
01-3290-4312-000-000	Zoning Application Fees	3,000.00	0.00	3,381.54	-381.54	112.718
01-3290-4313-000-000	Planning Board Fees	120,000.00	5,368.29	8,572.13	111,427.87	7.143
01-3290-4315-000-000	Sewer Service Permit	3,000.00	0.00	1,100.00	1,900.00	36.667
01-3290-4321-000-000	UCC Filings	7,000.00	1,455.00	3,015.00	3,985.00	43.071
01-3290-4322-000-000	Vital Statistics	10,000.00	1,235.00	5,850.00	4,150.00	58.500
01-3290-4323-000-000	Police Fines, Court	0.00	0.00	0.00	0.00	0.000
01-3290-4325-000-000	Animal Control Fines/Fees	10,000.00	204.00	8,219.00	1,781.00	82.190

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

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4326-000-000	Notary Fees	100.00	0.00	0.00	100.00	0.000
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	0.00	24,291.41	-4,291.41	121.457
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	150.00	750.00	350.00	68.182
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	5.00	89.25	1,410.75	5.950
01-3290-4347-000-000	Bad Check Fees	2,500.00	100.00	771.23	1,728.77	30.849
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	0.00	2,900.00	7,100.00	29.000
01-3290-4421-000-000	Marriage Licenses	2,000.00	400.00	202.00	1,798.00	10.100
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	100.00	180.00	820.00	18.000
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	20.00	-20.00	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	419.00	3,343.50	14,656.50	18.575
01-3290-4451-000-000	Drain Layers License	1,000.00	250.00	1,750.00	-750.00	175.000
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	2,431,094.29	2,431,094.29	-637,229.29	135.523
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	537,274.00	0.00	329,930.30	207,343.70	61.408
01-3359-4656-000-000	Grants - Police	26,000.00	4,088.46	28,011.55	-2,011.55	107.737
01-3359-4657-000-000	Grants - Fire	136,617.32	0.00	214,198.64	-77,581.32	156.787
01-3359-4659-000-000	Grants - Other	10,000.00	0.00	86,755.92	-76,755.92	867.559
01-3359-4660-000-000	Grants - Pandemic	0.00	0.00	0.00	0.00	0.000
01-3379-4300-000-000	Sewer Utility Admin Fee	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4301-000-000	Water Utility Admin Fee	66,000.00	0.00	66,000.00	0.00	100.000
01-3401-4324-000-000	Police Record Fees	7,000.00	295.00	4,159.00	2,841.00	59.414
01-3401-4342-000-000	Sale of Checklists	500.00	0.00	0.00	500.00	0.000
01-3401-4708-000-000	Welfare Reimbursement	1,000.00	0.00	0.00	1,000.00	0.000
01-3401-4716-000-000	Cash Over/Short	0.00	0.00	-290.00	290.00	0.000
01-3401-4720-000-000	Police Outside Detail	150,000.00	8,946.23	76,190.14	73,809.86	50.793
01-3401-4721-000-000	Police Outside Detail - Cruiser	0.00	3,955.00	18,930.00	-18,930.00	0.000
01-3401-4729-000-000	Contracted Services - Litchfield	30,000.00	0.00	12,057.11	17,942.89	40.190

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

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3401-4730-000-000	Ambulance Billings	400,000.00	0.00	180,069.31	219,930.69	45.017
01-3401-4731-000-000	Charges on Ambulance Receivables	0.00	0.00	-11,090.24	11,090.24	0.000
01-3401-4732-000-000	Fire Incident Reports	500.00	120.00	268.00	232.00	53.600
01-3401-4745-000-000	Cable Franchise Fees	77,000.00	0.00	46,480.19	30,519.81	60.364
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	99,736.35	1,554.38	11,290.73	88,445.62	11.321
01-3401-4756-000-000	Misc Rev - Police	1,800.00	0.00	2,043.35	-243.35	113.519
01-3401-4757-000-000	Misc Rev - Fire	500.00	300.00	600.00	-100.00	120.000
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	699,865.84	0.00	357,160.21	342,705.63	51.033
01-3401-4761-000-000	Rec Rev - Basketball	30,000.00	2,410.50	43,577.50	-13,577.50	145.258
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	775.47	6,155.47	23,844.53	20.518
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	1,867.50	10,027.50	15.700
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	435.00	4,530.00	6,470.00	41.182
01-3501-4704-000-000	Sale of Town Property	55,000.00	5,525.00	5,525.00	49,475.00	10.045
01-3502-4702-000-000	Bank Charges	-10,000.00	-585.24	-4,809.23	-5,190.77	48.092
01-3502-4703-000-000	Interest on Investments	25,000.00	17,609.62	286,276.88	-261,276.88	### ###
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	1,961.53	0.00	1,500.00	461.53	76.471
01-3508-4557-000-000	Donations - Fire	0.00	0.00	0.00	0.00	0.000
01-3508-4558-000-000	Donations - Recreation	0.00	0.00	225.00	-225.00	0.000
01-3508-4559-000-000	Donations - Other	0.00	0.00	0.00	0.00	0.000
01-3914-4996-000-000	Voted from Surplus	100,000.00	0.00	0.00	100,000.00	0.000
01-3915-4922-000-000	From Capital Reserve Fund	0.00	0.00	0.00	0.00	0.000
01-3934-4998-000-000	Proceeds from Bonds	0.00	0.00	0.00	0.00	0.000
01-3939-4999-000-000	Use of Fund Balance	600,000.00	0.00	0.00	600,000.00	0.000

Run: 1/04/24
11:03AM

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

Page: 4
bmckee
ReportSortedRevenue
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Totals	General Fund	32,894,521.04	2,952,225.07	8,966,502.21	23,928,018.83	27.258

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

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sewer Fund						
02-3190-4180-000-000	Interest on Sewer Utility	15,000.00	475.82	12,235.50	2,764.50	81.570
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	366.83	0.00	366.83	0.00	100.000
02-3403-4780-000-000	Sewer Base Charges	565,000.00	0.00	283,567.42	281,432.58	50.189
02-3403-4781-000-000	Sewer Consumption Charges	564,765.00	0.00	294,645.35	270,119.65	52.171
02-3409-4783-000-000	Sewer Capital Assessment Other Chg	100.00	0.00	0.00	100.00	0.000
02-3500-4773-000-000	Otarnic Pond Betterment Assessment	24,911.00	0.00	0.00	24,911.00	0.000
02-3500-4782-000-000	Sewer Capital Assessment	50,000.00	1,940.00	23,442.85	26,557.15	46.886
02-3502-4702-000-000	Bank Charges	-3,500.00	0.00	-1,170.44	-2,329.56	33.441
02-3508-4561-000-000	Donations - Sewer	0.00	0.00	0.00	0.00	0.000
02-3509-4786-000-000	Sewer - Other Income/(Expenses)	0.00	0.00	0.00	0.00	0.000
02-3915-4922-000-000	From Capital Reserve Fund	700,000.00	0.00	0.00	700,000.00	0.000
02-3939-4999-000-000	Use of Fund Balance	240,000.00	0.00	0.00	240,000.00	0.000
02-4915-4915-000-000	To Capital Reserve Fund - Sewer	25,000.00	0.00	0.00	25,000.00	0.000
Totals	Sewer Fund	2,182,370.83	2,415.82	613,087.51	1,569,283.32	28.093

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

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Water Fund						
03-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	2,528.29	7,471.71	25.283
03-3290-4394-000-000	Backflow Testing Fees	36,000.00	1,615.00	31,160.00	4,840.00	86.556
03-3290-4395-000-000	Water Hookup Fee	296,000.00	5,064.49	22,023.98	273,976.02	7.441
03-3290-4396-000-000	Water Service Fees	12,000.00	873.68	5,887.08	6,112.92	49.059
03-3290-4397-000-000	Shutoff/Reconnect Fee	3,500.00	250.00	1,125.00	2,375.00	32.143
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	0.00	0.000
03-3401-4759-000-000	Misc Rev - Other	1,891.25	0.00	1,891.25	0.00	100.000
03-3402-4390-000-000	Rental Fee - Private Hydrant	65,500.00	5,434.10	32,604.60	32,895.40	49.778
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	38,977.20	39,022.80	49.971
03-3402-4392-000-000	Public Fire Protection	224,000.00	19,539.88	117,382.59	106,617.41	52.403
03-3402-4790-000-000	Water Base Charges	970,200.00	82,254.78	497,090.44	473,109.56	51.236
03-3402-4791-000-000	Water Usage Charges	2,233,301.00	129,676.80	1,064,607.91	1,168,693.09	47.670
03-3402-4792-000-000	Fire Access Charges	215,000.00	16,584.67	99,508.02	115,491.98	46.283
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	-1,943.36	-556.64	77.734
03-3509-4793-000-000	Other Income - Water	10,000.00	75.00	1,550.00	8,450.00	15.500
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	4,537,892.25	267,864.60	1,914,416.53	2,623,475.72	42.187

Run: 1/04/24
11:03AM

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

Page: 7
bmckee
ReportSortedRevenue
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Sr Activities Revolving Fund						
35-3401-4735-000-000	Misc Rev - Senior Activities	0.00	2,735.00	15,811.00	-15,811.00	0.000
35-3401-4736-000-000	Membership Fees	0.00	290.00	6,860.00	-6,860.00	0.000
35-3401-4737-000-000	Senior Rev - Field Trips	0.00	0.00	27,205.00	-27,205.00	0.000
Totals	Sr Activities Revolving Fund	0.00	3,025.00	49,876.00	-49,876.00	0.000

Run: 1/04/24
11:03AM

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

Page: 8
bmckee
ReportSortedRevenue
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Community TV Revolving Fund						
45-3401-4745-000-000	Cable Franchise Fees	0.00	0.00	185,918.84	-185,918.84	0.000
45-4199-4759-000-000	Misc Rev - Other	149.40	0.00	149.40	0.00	100.000
Totals	Community TV Revolving Fund	149.40	0.00	186,068.24	-185,918.84	###.###

Run: 1/04/24
11:03AM

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

Page: 9
bmckee
ReportSortedRevenue
All

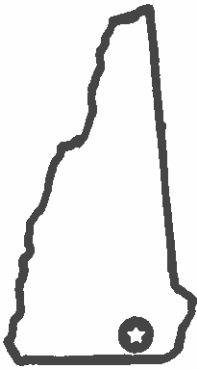
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
EMS Revolving Fund						
50-0000-4729-000-000	EMS - Contracted Services	0.00	0.00	12,057.11	-12,057.11	0.000
50-0000-4730-000-000	EMS - 50% Ambulance Billings	0.00	0.00	180,069.35	-180,069.35	0.000
50-0000-4731-000-000	EMS - 50% Charges on Amb Billings	0.00	0.00	-11,075.24	11,075.24	0.000
Totals	EMS Revolving Fund	0.00	0.00	181,051.22	-181,051.22	0.000

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

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
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	\$620,595	\$453,948	\$436,072	\$3,020,064							\$0	\$3,020,064	\$5,600,000
vs. Budget	7.4%	18.3%	27.0%	38.0%	46.1%	53.9%	53.9%							0.0%	vs. Budget	53.9%

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

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
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	\$261,981	\$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	\$8,806	\$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	\$54,979	\$53,812	\$22,245	\$17,610	\$286,276							\$0	\$286,276	\$25,000
vs. Budget	278.9%	550.5%	770.4%	985.7%	1074.7%	1145.1%	1145.1%							0.0%	vs. Budget	1145.1%



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

*Agenda
1-9-24*



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

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To: Board of Selectmen
From: Steve Malizia, Town Administrator
Date: January 4, 2024
Re: Discretionary vs. Non-Discretionary Budget

Chairman McGrath has requested that an item be placed on the Board of Selectmen's agenda to discuss a report comparing discretionary versus non-discretionary expenses in the 2025 proposed budget.

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