



# 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

February 27, 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

Benson Park Committee (1 alternate member vacancy to expire 4/30/25 and 1 alternate member vacancy expiring 4/30/27)

Nathan Muir

6. CONSENT ITEMS

A. Assessing Items

1) Veteran Tax Credit: map 183, lot 112, 11 Greentrees Drive

2) Disabled Veteran Tax Credit & Regular Veteran Tax Credit: map 194, lot 001, sub 1-1, 30A Speare Road

3) All Veteran Tax Credit: map 173, lot 037, 39 Baker Street

4) Disabled Veteran Tax Credits: map 190, lot 038, 19 Andrews Ave.; map 149, lot 001, sub 051, 24 Glasgow Circle

5) Solar Exemptions: map 142, lot 004, 42 Pinewood Drive; map 160, map 035, 39 Rangers Drive

6) Elderly Exemption: map 122, lot 013, 11 Circle Drive

7) Certification of Yield Taxes Assessed/Timber Warrant: map 160, lot 048, 70 Rangers Drive

B. Water/Sewer Items

1) Water Abatement W-UTL-24-01, Acct#3506095203

C. Licenses & Permits & Policies

1) Tag Day Permit - Humane Society for Greater Nashua

D. Donations - none

**E. Acceptance of Minutes**

1) Minutes of February 13, 2024

**F. Calendar**

02/28	6:00	Library Trustees	Hills Memorial Library
02/28	7:00	Planning Board	Buxton Meeting Room
03/05	7:00	Board of Selectmen	BOS Meeting Room

**7. OLD BUSINESS**

**A. Votes taken after Nonpublic Session on February 13, 2024**

1. Selectman Morin made a motion, seconded by Selectman Guessferd to seal the minutes of the first nonpublic session of February 13, 2024. Carried 5-0.
2. Selectman Dumont made a motion, seconded by Selectman Guessferd to terminate Paul Bolduc from his position of Dispatcher effective 1300 on February 5, 2024 and not pay out the seven (7) hours of earned time for the remainder of that shift and withhold payout of any remaining earned time that he has available, as recommended by the Fire Chief. Carried 5-0.
3. Selectman Dumont made a motion, seconded by Selectman Morin to authorize the Fire Chief to participate in an unpaid four month internship through the Army Career Skills Program with Isaiah Whiteside, as recommended by the Fire Chief. Carried 5-0.
4. Selectman Guessferd made a motion to adjourn at 8:59 p.m. this was seconded by Selectman Dumont. Carried 5-0.

**8. NEW BUSINESS**

- A. Melendy Road Bridge Rehabilitation - Engineering - Decision
- B. Garden Circle 8" Water Main Acceptance - Engineering - Decision
- C. Garden Circle 8" Sewer Main Acceptance - Engineering - Decision
- D. Benson Park Golf Cart - Proposed Golf Cart Policy (First Reading)

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

**10. REMARKS BY TOWN ADMINISTRATOR**

**11. REMARKS BY SCHOOL BOARD**

**12. NONPUBLIC SESSION**

**RSA 91-A:3 II (a)** The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. **(b)**The hiring of any person as a public employee.  
*THE SELECTMEN MAY ALSO GO INTO NON-PUBLIC SESSION FOR ANY OTHER SUBJECT MATTER PERMITTED PURSUANT TO RSA 91-A:3 (II).*

**13. ADJOURNMENT**

**REMINDER....Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on Thursday, February 29, 2024.**



TOWN OF HUDSON

Board & Committees Vacancy Application

(Hudson, NH Residents Only)

RECEIVED

JAN 23 2024

TOWN OF HUDSON SELECTMENS OFFICE

Agenda 1-30-24

5A

Name: Nathan Muir Street Address: 9 Porter Avenue, Hudson, NH, 030

Home Phone Number: (603) 321-3941 Work Phone Number: nathanklx@gmail.com

Occupation: Owner, continuity landscape services Email Address: Nathanklx@gmail.com

Education/Special Interests: Landscape design, landscaping, accounting, management

Professional/Community Activities: Benson's Dog Park, Benson's Adopt-a-Spot, Food Pantry, AHS Firewood Delivery

Reason for Applying: Grow relationships in community, contribute to Benson Park and its environment.

Reference(s): Ernie Brown Teacher, David Anger Teacher, John Chmielecki Regional Manager

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

Member [checked] Alternate [ ] Reappointment [ ]

- Benson Park Committee [checked], Cable Utility Committee [ ], Municipal Utility Committee [ ], Planning Board [ ], Sustainability Committee [ ], Building Board of Appeals [ ], Conservation Commission [ ], Nashua Regional Planning Commission [ ], Recreation Committee [ ], Zoning Board of Adjustment [ ]

Area(s) of Expertise:

- Architecture/Construction [checked], Information Technology [ ], Finance [ ], Environmental Planning [ ], Communications [ ], Other: Landscaping [checked]

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 tis employment/appointment practices. Applicants must be Hudson, NH residents. Appointments are required to complete a Financial Interest Disclosure Form (FDIF) in accordance with the Town Code.

Signature of Applicant: [Signature] Date: 1 / 23 / 2024



# TOWN OF HUDSON

Office of the Assessor

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

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



*Agenda 2-27-24*

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: February 27, 2024

FROM: Jim Michaud, Chief Assessor

RE: Veteran Tax Credit:

11 Greentrees Dr – map 183/ lot 112

**RECEIVED**

FEB 22 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

I recommend the Board of Selectmen sign the PA-29 form granting a Veteran Tax Credit to the property owner listed below. The resident has provided a copy of their DD-214 verifying that they qualify for the credit.

Anthony Prou - 11 Greentrees Dr – map 183/ lot 112

***MOTION: Motion to grant a Veteran Tax Credit to the property owner referenced in the above request.***



**TOWN OF HUDSON**  
Office of the Assessor

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

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



*Agenda*  
2-27-24

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

**6A-2**

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: February 27, 2024

FROM: Jim Michaud, Chief Assessor *JM*

**RECEIVED**

FEB 22 2024

RE: Disabled Veteran and Regular Veteran Tax Credit:

TOWN OF HUDSON  
SELECTMENS OFFICE

30A Speare Rd – map 194/ lot 001/ sub 1-1

I recommend the Board of Selectmen sign the PA-29 form granting a Disabled Veteran Tax Credit and a Regular Veteran Tax Credit to the property owner listed below. The resident has provided documentation verifying that they do qualify for both credits.

Michael Angelo - 30A Speare Rd map 194 lot 001 sub 1-1

***MOTION: Motion to grant a Disabled Veteran Tax Credit and a Regular Veteran Tax Credit to the property owner referenced in the above request.***



**TOWN OF HUDSON**  
Office of the Assessor

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

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



*Agenda  
2-27-24*

**6A-3**

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

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: February 27, 2024

FROM: Jim Michaud, Chief Assessor *JM*

RE: All Veterans Tax Credit:

39 Baker St. – map 173/ lot 037

**RECEIVED**

FEB 22 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

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

Lorraine Billetdeaux - 39 Baker St. – map 173/ lot 037

***MOTION: Motion to grant an All Veterans Tax Credit to the property owner referenced in the above request.***



# TOWN OF HUDSON

Office of the Assessor

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

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



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

6A-4

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: February 27, 2024

FROM: Jim Michaud, Chief Assessor

**RECEIVED**

RE: Disabled Veteran Tax Credits:

FEB 22 2024

19 Andrews Ave – map 190/ lot 038  
24 Glasgow Cir – map 149/ lot 001/ sub 051

TOWN OF HUDSON  
SELECTMENS OFFICE

I recommend the Board of Selectmen sign the PA-29 forms granting Disabled Veteran Tax Credits to the property owners listed below. The residents have provided documentation verifying that they do qualify for this credit.

Harold Freeman - 19 Andrews Ave – map 190/ lot 038  
Robert McMahon - 24 Glasgow Cir – map 149/ lot 001/ sub 051

***MOTION: Motion to grant Disabled Veteran Tax Credits 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](mailto:jmichaud@hudsonnh.gov)

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



*Boyle*  
2-27-24

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

DATE: February 27, 2024

FROM: Jim Michaud, Chief Assessor

**RECEIVED**

FEB 27 2024

RE: Solar Exemptions:

TOWN OF HUDSON  
SELECTMENS OFFICE

42 Pinewood Rd. – map 142/ lot 004  
39 Rangers Dr. – map 160/ lot 035

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.

Kenneth and Gail Low - 42 Pinewood Rd. – map 142/ lot 004  
Stephen and Krystal Winchester - 39 Rangers Dr. – map 160/ lot 035

***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](mailto:jmichaud@hudsonnh.gov)

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



6A-6

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

*Agenda 2-27-24*

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: February 27, 2024

FROM: Jim Michaud, Chief Assessor

**RECEIVED**

RE: Elderly Exemption:

FEB 22 2024

11 Circle Dr. – map 122/ lot 013

TOWN OF HUDSON  
SELECTMENS OFFICE

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

Omer and Susan Prue – 11 Circle Dr. – map 122/ lot 013

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

RECEIVED

Agenda  
2-27-

FEB 22 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

6A-7

# TOWN OF HUDSON

Office of the Assessor



Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)  
12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

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



TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: February 27, 2024

FROM: Jim Michaud, Chief Assessor

RE: Certification of Yield Taxes Assessed/Timber Warrant:

70 Rangers Drive – map 160/ lot 048

I recommend the Board of Selectmen sign the following attached Certification of Yield Taxes Assessed and Timber Tax Warrant for:

Townes Logging, LLC  
650 Concord Stage Road  
Weare, NH 03281

**CERTIFICATION OF YIELD TAXES ASSESSED**  
**INTENT FILED DURING TAX YEAR: April 1, 2023 to March 31, 2024**

**TOWN / CITY OF:** HUDSON  
**COUNTY OF:** HILLSBOROUGH  
**DATE OF BILLING:** February 27, 2024

**SEND SIGNED COPY TO:** NH DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPAL AND PROPERTY DIVISION  
PO BOX 487  
CONCORD, NH 03302-0487  
or E-mail to [timber@dra.nh.gov](mailto:timber@dra.nh.gov)

Marilyn E. McGrath, Chairman	Date
David S. Morin, Vice-Chairman	Date
Robert Guessferd	Date
Kara Roy	Date
Dillon Dumont	Date

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET (In Thousands)	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VALUE	TAX AT 10 %	
TOWNES LOGGING, LLC  650 CONCORD STAGE ROAD WEARE, NH 03281	WHITE PINE	74.110			\$150.00	\$11,116.50	\$1,111.65	<b>Subtotal of TAXES Due (Col. #9)</b>
	HEMLOCK	17.465			\$45.00	\$785.93	\$78.59	
	RED PINE				\$47.50			
	SPRUCE & FIR				\$105.00			
	HARD MAPLE				\$212.50			
<b># 2</b> DESIGNATED ON NOTICE OF INTENT TO CUT	WHITE BIRCH				\$87.50			<b>\$2,362.54</b>
	YELLOW BIRCH				\$170.00			
	OAK	28.660			\$300.00	\$8,598.00	\$859.80	
<b>MAP &amp; LOT NUMBER</b>  160/048	ASH	0.100			\$157.50	\$15.75	\$1.58	<b>Less bond or amount previously paid, if applicable</b>
	SOFT MAPLE	0.180			\$125.00	\$22.50	\$2.25	
	BEECH/PALLET/TIE LOGS	20.410			\$62.50	\$1,275.63	\$127.56	
	PINE BOX / PALLET				\$25.00			
	OTHER:				\$375.00			
	OTHER: BLACK BIRCH				\$137.50			
<b># 3</b> <b>OPERATION NUMBER</b>	OTHER: MAT LOGS				\$45.00			
23-229-03-T	SPRUCE & FIR				\$ 0.50			<b>Total Amount Due</b>
	HARDWOOD & ASPEN				\$ 2.50			
	PINE				\$ 0.25			
	HEMLOCK		24.80		\$ 2.50	\$62.00	\$6.20	
<b>ACCOUNT OR SERIAL #:</b>	BIOMASS CHIPS		1,176.40		\$ 0.25	\$294.10	\$29.41	<b>\$2,362.54</b>
	HIGH GRADE SPRUCE				\$ 17.50			
9598	CORDWOOD			97	\$ 15.00	\$1,455.00	\$145.50	
						<b>\$23,625.41</b>	<b>\$2,362.54</b>	

**ORIGINAL WARRANT  
YIELD TAX LEVY  
February 27, 2024  
THE STATE OF NEW HAMPSHIRE**

COUNTY OF: HILLSBOROUGH

TO: *Christine Strout-Lizotte*, Collector of Taxes for Town of: HUDSON, in said County.

In the name of said State, you are hereby directed to collect on or before thirty (30) days from the date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the yield tax due, below, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00, or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at *Hudson*,

\_\_\_\_\_  
Marilyn E. McGrath, Chair Date

\_\_\_\_\_  
David S. Morin, Vice-Chair Date

\_\_\_\_\_  
Robert Guessferd Date

\_\_\_\_\_  
Kara Roy Date

\_\_\_\_\_  
Dillon Dumont Date

**DATE OF BILLING: February 27, 2024**

NAME & ADDRESS	TAX MAP & LOT	OPERATION #	YIELD TAX DUE
TOWNES LOGGING, LLC  650 CONCORD STAGE ROAD WEARE, NH 03281	160/048	23-229-03-T	\$2,362.54
<b>DATE YIELD TAX DUE:</b>			<b>March 28, 2024</b>



# TOWN OF HUDSON Water Utility



*Agenda*  
2-27-24

6B-1

12 School Street Hudson, New Hampshire 03051 Tel: 603-886-6002 Fax: 603-886-3044

**RECEIVED**

FEB 21 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

February 21, 2024

The Municipal Utility Committee recommends to the Board of Selectman that the following application(s) for abatement(s) from water utility charges be

**APPROVED:**

**W-UTL-24-01 (08/22/2023) Richard and Deborah Lechner Acct # 3506095203**

The Municipal Utility requests abatement on the basis that customer was billed in error because of a clerical error. The committee recommends abatement in the amount of \$323.40.

The Committee voted to recommend approval of this abatement due to clerical error.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



# TOWN OF HUDSON

## Selectmen's Office



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

**Account #** 3506095203      **Date:** 01/02/2024  
**Name:** Richard and Deborah Lechner  
**Property Address:** 21 Mallard Drive  
Hudson, NH 03051

### **RE: WATER UTILITY ABATEMENT REQUEST**

Dear Sir or Madam:

Please be advised that the Board of Selectmen reviewed your Abatement Request at their regular meeting which was held on February 27, 2023.

The Hudson Board of Selectmen has approved your abatement request in the amount of \$323.40. If you have any questions concerning your account, please contact the Water Utility Clerk at the Water Utility Office between the hours of 8:00 am and 4:30 pm Monday through Friday. 603-886-6002.

The Hudson Board of Selectmen:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date



**TAG DAY PERMIT**  
Hudson, New Hampshire

RSA 31:91  
Soliciting Funds

The right to grant permits for soliciting funds for charitable purposes and for the sale of tags, flowers or other objects for charitable purposes shall be vested in the mayor, aldermen of a city or the selectmen of towns.

Instructions to obtain Tag Day Permit:

- 1) Submit a letter to the Board of Selectmen at 12 School Street, Hudson, NH 03051, stating the date, time and location that the collection of funds will take place (email to [jlaffin@hudsonnh.gov](mailto:jlaffin@hudsonnh.gov) or fax to 603-598-6481).
- 2) Indicate how the collected funds will be used/distributed or to whom it will benefit or to whom the funds will be collected on behalf of. Include verification of being properly registered with the NH Attorney General's Office, Division of Charitable Trusts, unless exempt, i.e., governmental subdivisions or religious organizations, who shall provide verification they are the bona fide representative of an exempt entity (RSA 7:19, ct scq).
- 3) Include name, address, phone number and e-mail of a contact person in case there are questions, concerns or if additional information is required.
- 4) Include a signed letter of permission from the establishment where the collection of funds will take place.

\*\*\*\*\*

**For Office Use Only**

Organization Humane Society for Greater Nashua

Approved \_\_\_\_\_ Denied by Board of Selectmen on 2-27-24.

If denied, reason \_\_\_\_\_.

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

Approved 3-5-24

RECEIVED

FEB 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE



January 24, 2024

To: Hudson Town Clerk, Board of Selectmen  
From: Humane Society for Greater Nashua  
Re: Request to Solicit Funds at Market Basket, Lowell Rd. Hudson

**Board of Trustees**

Kristen Lavoie  
Board Chair

Kevin Pian, MHCI  
Treasurer

Mary DeRoche, JD  
Secretary

**Trustees**

Melinda Babin

Janis S. Belmonte, MBA

Karen Bohrer

Mary Anne Cacciola

Sue Camirand, MBA

Carolyn Cline, MS

Ashley Cooper

Ellen Constant, SPHR, SHRM-SCP

Jim Friend

Lori Hoffman

Leslie Mennella

Ray Omer, MBA

Brian Rourke, MS, CPA, CIA

Samantha Singer

Melina Taylor

Brittney White, JD

We'd like to formally request for your endorsement to allow us to solicit funds at Market Basket supermarket on 212 Lowell Road. Having already received permission from the Demoulas corporate office, it is our understanding to seek permission from you to do so as well.

The dates for these activities are: **4/20/2024 & 10/5/2024**

If there are any questions, please contact us, or if there are no questions and once approved, we'd welcome your approval as an email attachment ([olivia@hsfn.org](mailto:olivia@hsfn.org)) or by fax to my attention at (603) 889-2240.

With gratitude & best regards,

*Olivia Echteleer*

Director of Community Engagement  
Humane Society for Greater Nashua  
24 Ferry Road  
Nashua, NH 03064  
(603) 889-2275 x36

Douglas A. Barry, CAE  
President/CEO

24 Ferry Road  
Nashua, NH 03064  
(603) 889-2275  
www.hsfh.org





January 16, 2024

Olivia Ehteler  
Humane Society of Greater Nashua  
olivia@hsfn.org

Dear Olivia:

This letter is to inform you that your organization has been granted permission to hold a fund-raising event at the store listed below between the hours of 9:00AM - 3:00PM. **However, it is the responsibility of the organization to acquire the appropriate permits if required by the town.** At the request of our customers, we have put into effect the following guidelines your volunteers are required to adhere to. DeMoulas Super Markets, Inc. has the right to curtail any fund-raising events we feel necessary.

1. Upon arriving at the store you must check in with the store manager.
2. Children under the age of fourteen are required to have adult supervision with them at all times.
3. There should never be more than two people from your organization at the store at any given time.
4. Fund-raising events should take place outside the store at least 10 feet away from the entrance/exit doors. Do not interrupt the flow of traffic entering and exiting the building.
5. All volunteers representing your organization must be well groomed and properly attired. They should present themselves in a courteous and friendly manner at all times.
6. Volunteers must allow the customer to approach them.
7. The person representing you should be located at the entrance door only.
8. If a table is being set up, discuss with the store manager where it should be located.

If you have any questions pertaining to this notice, please contact Lori Page at (978) 851-8000. We wish you luck in your endeavor!

DeMoulas Super Markets, Inc.

STORE LOCATION: Hudson #33

DATE(S): April 20, October 5

On my  
Charitable  
organization  
list

Agenda  
2-27-24



# TOWN OF HUDSON

## Engineering Department



8A

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: January 26, 2024

RE: Melendy Road Bridge Rehabilitation  
State Project # 44653  
Federal Project # X-A005(563)

The Melendy Road Bridge is currently in the design and permitting phase, which are being funded by the Town of Hudson. We have submitted the state wetland permit and are in the process of filing for the National Environmental Policy Act (NEPA) permit. We recently made the case to the state that this bridge should be on the red list and could be on the ten-year plan because it qualifies for the program and it will be ready for construction in the fall of 2024.

We have received the Federal Aid Program Project Agreement from the NH Department of Transportation for this project. The approved contract amount is for \$1,000,000 which will provide 80% in federal funds with a 20% local cost match. The funding will include the construction and construction oversight phase, while the Town will remain responsible for the design, permitting, utilities and right-of-way phase.

The Town Engineer's recommendation to the BOS is to move forward with the motions listed below.

**First Motion:**

To assign the Town Engineer, LPA certificate number 1573, as the principal for this project.

**Second Motion:**

To authorize the Town Engineer to sign the agreement between the NH Department of Transportation and the Town of Hudson.



*William Cass, P.E.*  
*Commissioner*

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



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

January 26, 2024

Elvis Dhima, PE  
Town Engineer  
Town of Hudson  
12 School Street  
Hudson, NH 03051

RE: HUDSON, X-005(563), #44653  
Melendy Road over First Brook - Br. #114/083  
Federal Aid Program  
**FIRST PROJECT AGREEMENT**

Dear Mr. Dhima:

Attached for your signature is the proposed **Project Agreement** between NHDOT and the Town of Hudson. This is a standard agreement that is required for all LPA projects funded through NHDOT. **Please leave the date blank on the first page of this agreement.** Once the agreement has been signed and emailed back to us, I will obtain the required signature here at the Department, date the agreement, and forward an executed original agreement back to you.

Along with the signed agreement, four (4) other items are required to execute this agreement:

- 1) Unique Entity Identifier (UEI) number as described below,
- 2) Certificate of Authority as described below,
- 3) The Town's proposed schedule identifying project milestones with dates. Please use the attached fillable PDF schedule and return to NHDOT along with your signed agreement, there are instructions on the fillable schedule to guide you in filling out appropriate milestone dates along with a graphic flowchart example, and
- 4) The Town's proposed "Person in Responsible Charge" including their LPA certificate number.

The UEI number is the non-proprietary identifier that has replaced the Dun and Bradstreet Data Universal Numbering System (DUNS) number as of April 4<sup>th</sup>, 2022. The UEI number can be requested in, and assigned by, the System for Award Management (SAM.gov) if your Town does not have one already.

The "Certificate of Authority" shows that the person signing the agreement has the right and authority to sign the agreement on behalf of the Town.

Examples includes:

- Meeting minutes that identify that the Board of Selectmen has authorized the Town Administrator/Town Manager to sign contracts and agreements
- The Town charter or other Town guiding documents, or
- If other options are not possible, then we request a notarized statement on a standardized form

As your project progresses, you will be required to execute an amended project agreement for any significant changes in your project's scope, schedule, or budget. The Department typically amends a project agreement as least once when bids are received for construction.

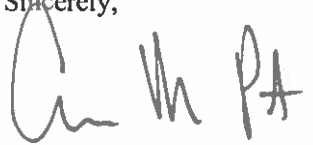
The reference document titled “New Hampshire Department of Transportation Local Public Agency (LPA) Manual for the Development of Projects” can be downloaded from our website at the link at:

[Local Public Agency \(LPA\) | Department of Transportation \(nh.gov\)](#)

Please become familiar with the LPA manual as well as the LPA training material as you advance your project. We have attached a checklist for your use in tracking the progress of your project.

As this project will only receive Federal funds in the Construction Phase, some of the LPA steps and approvals will be modified and/or simplified. Please work with me as the project proceeds on these variations. Thank you for your attention to these matters and I look forward to helping you begin this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. M. P.', with a period at the end.

Anthony Puntin, PE  
Project Manager  
Bureau of Planning and Community Assistance  
Telephone: (603) 271-3168

AMP/lbw  
Attachments

The Attorney General's Office has approved this template for use on August 25, 2021.

FEDERAL AID PROGRAM  
PROJECT AGREEMENT  
FOR

TOWN OF HUDSON

STATE PROJECT #: 44653  
FEDERAL PROJECT #: X-A005(563)  
STATE VENDOR #: 177415  
UNIQUE ENTITY IDENTIFIER #: \_\_\_\_\_

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Town of Hudson, hereinafter called the "PROJECT SPONSOR".

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to replace the Melendy Road bridge over First Brook (Br.#114/083) in the Town of Hudson is an eligible project for Construction Phase funding under the Federal Municipally Owned Bridge Rehabilitation and Replacement (MOBRR) Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the DEPARTMENT has established Project #44653 (the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

Programmed Year of Advertisement	Participating Federal Share 80%	Participating Local Share 20%	Additional Non-Participating Funds	*Total Budget
2024	\$800,000.00	\$200,000.00	\$0.00	\$1,000,000.00

\*Construction Phase Only including Construction Engineering

Additional Administrative Documentation Information: If this information is not available at the time of the Agreement signing, documentation will be sent to the PROJECT SPONSOR by the DEPARTMENT as soon as the information is available:

FEDERAL FAIN #: {Not yet available}  
CFDA #20.205 and DESCRIPTION Highway Planning and Construction  
SUBAWARD Period of performance start date: {Not yet available}  
SUBAWARD Period of performance end date: {Not yet available}  
NHDOT Managed: Yes \_\_\_\_\_ No x  
NHDOT Indirect Cost Rate: N/A x 10% \_\_\_\_\_  
Is award Research & Development: Yes \_\_\_\_\_ No x

WHEREAS, the PROJECT SPONSOR has submitted an Application to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:**

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to construction contractors and construction engineers for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.

G. Non-Discrimination:

1. The PROJECT SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964, (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
  - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
  - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.*
  - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
  - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the performance of this contract. The contractor shall carry out*

*applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*

3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
  
- H. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
  
- I. If the PROJECT SPONSOR defaults or fails to fulfill any part of this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

## **II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
  
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
  
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.



**III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:**

- A. That the PROJECT SPONSOR will not incur any Construction Phase Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in the Table on page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for Construction Phase incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the PROJECT within 6 months of AGREEMENT execution date noted in the first paragraph of page 1. The PROJECT SPONSOR agrees to complete the Preliminary Engineering (PE) Phase of the PROJECT on or BEFORE December 31<sup>st</sup> of the Programmed Year of Advertisement date noted in the table on page 1, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension to either the START or END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause or failure to submit an extension request may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. This AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, this AGREEMENT may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto, and only after approval of such amendment, waiver of discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

- G. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.
  
- H. Pursuant to authorization by the Governor and Executive Council, as Item No. 47 on March 23, 2022, this AGREEMENT is effective upon the date shown on page one of this AGREEMENT. The DEPARTMENT will include this AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

**TOWN OF HUDSON**

By: \_\_\_\_\_  
 William J. Cass, PE  
 Commissioner  
 State of New Hampshire  
 Department of Transportation

Signature: \_\_\_\_\_  
 Name (typed): \_\_\_\_\_  
 Title: \_\_\_\_\_



# TOWN OF HUDSON

## Engineering Department

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

*Agade*  
2-27-24



8B

### INTEROFFICE MEMORANDUM

**RECEIVED**

TO: Steve Malizia, Town Administrator  
Board of Selectmen

FEB 21 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

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

DATE: February 21, 2024

RE: Garden Circle – 8” Water Main Acceptance

Mr. Malizia,

The Engineering Department has received the Notice of Water Main Acceptance for the above. Construction of the water mains was done by Continental Pavement Inc, and inspected by the Engineering Department.

The current owner, Etchstone Properties, Inc, has provided the Engineering Department with an as-built plan of the water line extension, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received copies of the results of pressure testing and bacteria testing of the water main, with all criteria meeting the local standards. The water mains will become the property of the Hudson Water Utility.

The water main subject to acceptance includes the following:

1. Approximately 700 linear of 8 inch main along Garden Circle.
2. One fire hydrant.

This water main comes with a one year warranty from the date of acceptance by the Board of Selectmen.

**Motion:**

**To accept the Garden Circle water main and fire hydrant as recommended by the Town Engineer, DPW Director and Municipality Utility Committee.**

**“NOTICE OF WATER ACCEPTANCE”**

1. The water line as described herein:

Project Name: Frenette Gardens

Contractor: Continental Paving, Inc.

Owner: Etchstone Properties, Inc.

Street and Station (Location): Garden Circle, from Central Street intersection STA 0+00 to end of the cul-de-sac STA 7-09.

Has been inspected and tested and is in compliance with the Town of Hudson requirements for water construction (inspection and test report on file with the DPW).

2. Portions which are Public Water are described as (attach legal documentation) and are so dedicated as such:

Full length of extension, located exclusively in the right-of-way.

3. Portions which are Private Water are described as: \_\_\_\_\_

4. The following sites/lots/units which have “accessibility” are: (list by Tax Map & Lot #'s)

Map 182 Lots 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, and 3-9

Access fees for these lots/sites are to be assessed as of \_\_\_\_\_ (Date)

5. I, Jaron Slattery (owner), state that the above-described water(s) has been constructed in accordance with the requirements for water construction of the Town of Hudson, and I further understand and accept the conditions set forth by the Town of Hudson for Public and Private Waters and accessibility.

  
Owner

1/24/24  
Date

6. In accordance with the above stipulation and description, this water is recommended for **acceptance**.

  
Town Engineer or Authorized Agent

2/15/24  
Date

  
Public Works Director or Authorized Agent

2/20/24  
Date

7. In accordance with the above stipulations and descriptions, this water is hereby recommended for Acceptance by the Municipal Utility Committee and is subject to all rules and regulations and fees of the Hudson Water Utility.

  
MUC Chairman

Approved at meeting of:

2-20-24  
Date

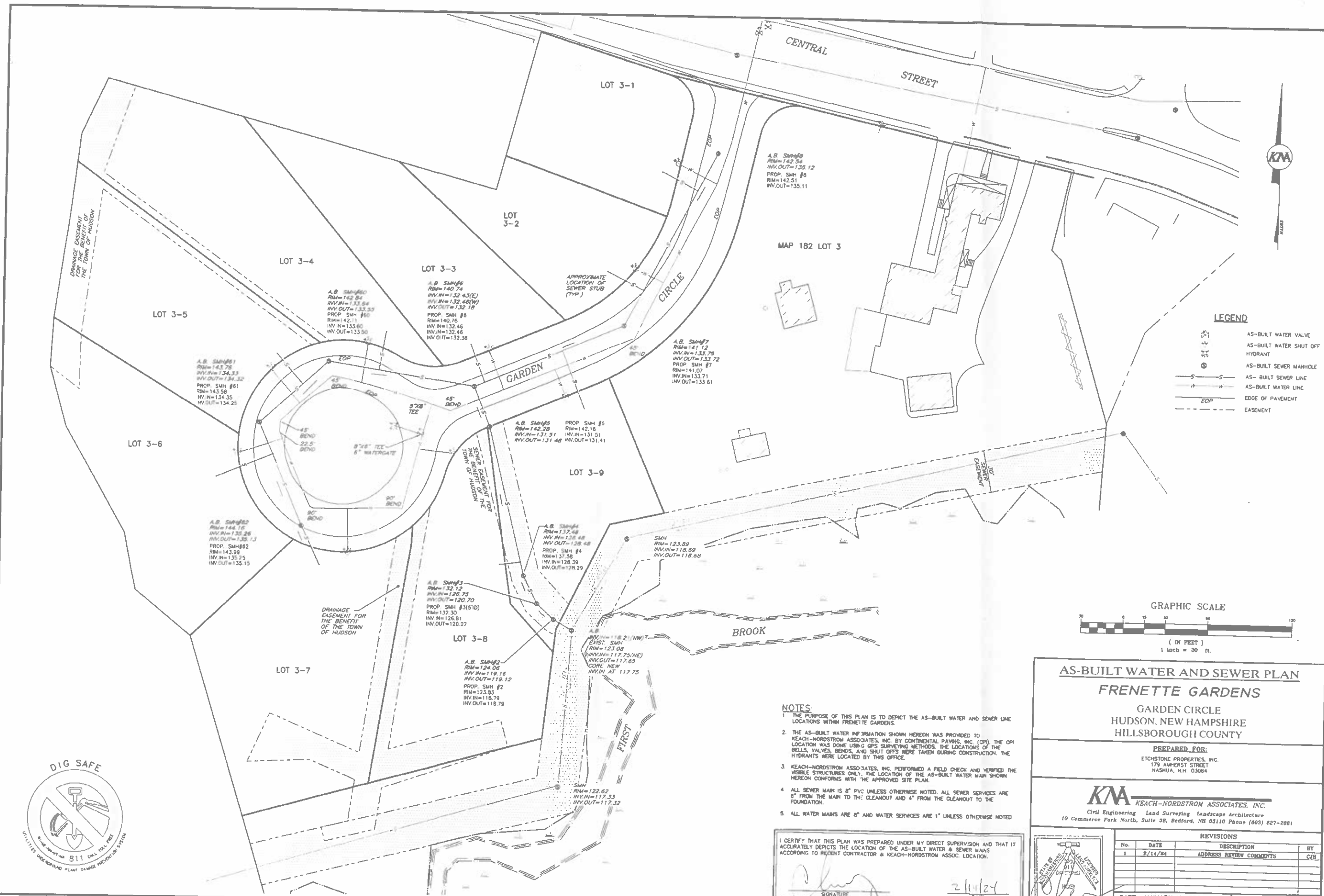
8. Water Accepted by Water Utility and Town of Hudson

Approved at meeting of:

\_\_\_\_\_  
Board of Selectmen Chairman

\_\_\_\_\_  
Date

cc: Owner      Finance      Town Engineer      Building Inspector      Planning Board



- NOTES:**
1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE AS-BUILT WATER AND SEWER LINE LOCATIONS WITHIN FRENETTE GARDENS.
  2. THE AS-BUILT WATER INFORMATION SHOWN HEREON WAS PROVIDED TO KEACH-NORDSTROM ASSOCIATES, INC. BY CONTINENTAL PAVING, INC. (CPI). THE CPI LOCATION WAS DONE USING GPS SURVEYING METHODS. THE LOCATIONS OF THE BELLS, VALVES, BENDS AND SHUT OFFS WERE TAKEN DURING CONSTRUCTION. THE HYDRANTS WERE LOCATED BY THIS OFFICE.
  3. KEACH-NORDSTROM ASSOCIATES, INC. PERFORMED A FIELD CHECK AND VERIFIED THE VISIBLE STRUCTURES ONLY. THE LOCATION OF THE AS-BUILT WATER MAIN SHOWN HEREON CONFORMS WITH THE APPROVED SITE PLAN.
  4. ALL SEWER MAIN IS 8" PVC UNLESS OTHERWISE NOTED. ALL SEWER SERVICES ARE 6" FROM THE MAIN TO THE CLEANOUT AND 4" FROM THE CLEANOUT TO THE FOUNDATION.
  5. ALL WATER MAINS ARE 8" AND WATER SERVICES ARE 1" UNLESS OTHERWISE NOTED.

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT ACCURATELY DEPICTS THE LOCATION OF THE AS-BUILT WATER & SEWER MAINS ACCORDING TO RECENT CONTRACTOR & KEACH-NORDSTROM ASSOC. LOCATION.

*[Signature]*  
SIGNATURE

2/11/24  
DATE

**AS-BUILT WATER AND SEWER PLAN**  
**FRENETTE GARDENS**  
GARDEN CIRCLE  
HUDSON, NEW HAMPSHIRE  
HILLSBOROUGH COUNTY

PREPARED FOR:  
ETCHSTONE PROPERTIES, INC.  
179 AMHERST STREET  
NASHUA, N.H. 03064

**KMA** KEACH-NORDSTROM ASSOCIATES, INC.  
Civil Engineering Lead Surveying Landscape Architecture  
10 Commerce Park North, Suite 38, Bedford, NH 03110 Phone (603) 627-2881

REVISIONS			
No.	DATE	DESCRIPTION	BY
1	2/14/24	ADDRESS REVIEW COMMENTS	CJR

DATE: JANUARY 11, 2024      SCALE: 1" = 30'  
PROJECT NO: 21-0928-1      SHEET 1 OF 1

Azark  
2-27-24



# TOWN OF HUDSON

## Engineering Department



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

8C

### INTEROFFICE MEMORANDUM

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: February 21, 2024

RE: Garden Circle – 8” Sewer Main Acceptance

**RECEIVED**

FEB 21 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

Mr. Malizia,

The Engineering Department has received the application, plans and testing results for the above. Construction of the Sewer mains was done by Continental Pavement Inc, and inspected by the Engineering Department.

The current owner, Etchstone Properties, Inc, has provided the Engineering Department with an as-built plan of the sewer main, which has been reviewed and approved by the Town Engineer and Public Works Director. In addition, we have received results of deflection and vacuum test, meeting Town standards. The sewer main and manholes will become property of the Hudson Sewer Utility.

The sewer main subject to acceptance includes the following:

1. Approximately 700 linear feet of 8 inch sewer main.
2. Eleven sewer manholes.

This sewer main comes with a one year warranty from the date of acceptance by the Board of Selectmen.

**Motion:**

**To accept the Garden Circle sewer main as recommended by the Town Engineer ,DPW Director and Municipality Utility Commette.**

**“NOTICE OF SEWER ACCEPTANCE”**

1. The sewer line as described herein:

Project Name: Frenette Gardens

Contractor: Continental Paving, Inc.

Owner: Etchstone Properties, Inc.

Street and Station (Location): Garden Circle, from STA 0+52 to STA 5+54 and cross-country to existing main.

Has been inspected and tested and is in compliance with the Town of Hudson requirements for sewer construction (inspection and test report on file with the DPW).

2. Portions which are Public Sewer are described as (attach legal documentation) and are so dedicated as such: Extend within dedicated right-of-way and to existing main through easement (see attached easement deed).

3. Portions which are Private Sewer are described as: \_\_\_\_\_  
\_\_\_\_\_

4. The following sites/lots/units which have “accessibility” are: (list by Tax Map & Lot #'s)

Map 182 Lots 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, and 3-9

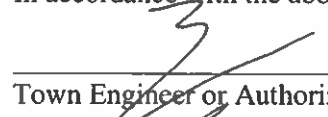
Access fees for these lots/sites are to be assessed as of \_\_\_\_\_ (Date)

5. I, Jaron Slattery (Owner), state that the above-described sewer(s) has been constructed in accordance with the requirements for sewer construction of the Town of Hudson, and I further understand and accept the conditions set forth by the Town of Hudson for Public and Private Sewers and accessibility.

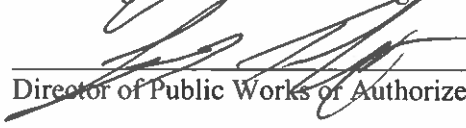
  
\_\_\_\_\_  
Owner  
Date

1/24/24  
\_\_\_\_\_

6. In accordance with the above stipulation and description, this sewer is recommended for acceptance

  
\_\_\_\_\_  
Town Engineer or Authorized Agent

2/16/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Public Works or Authorized Agent

2/20/24  
\_\_\_\_\_  
Date

7. In accordance with the above stipulations and descriptions, this sewer is hereby recommended for Acceptance by the Municipal Utility Committee and is subject to all rules and regulations and fees of the Hudson Sewer Utility.

  
\_\_\_\_\_  
MUC Chairman

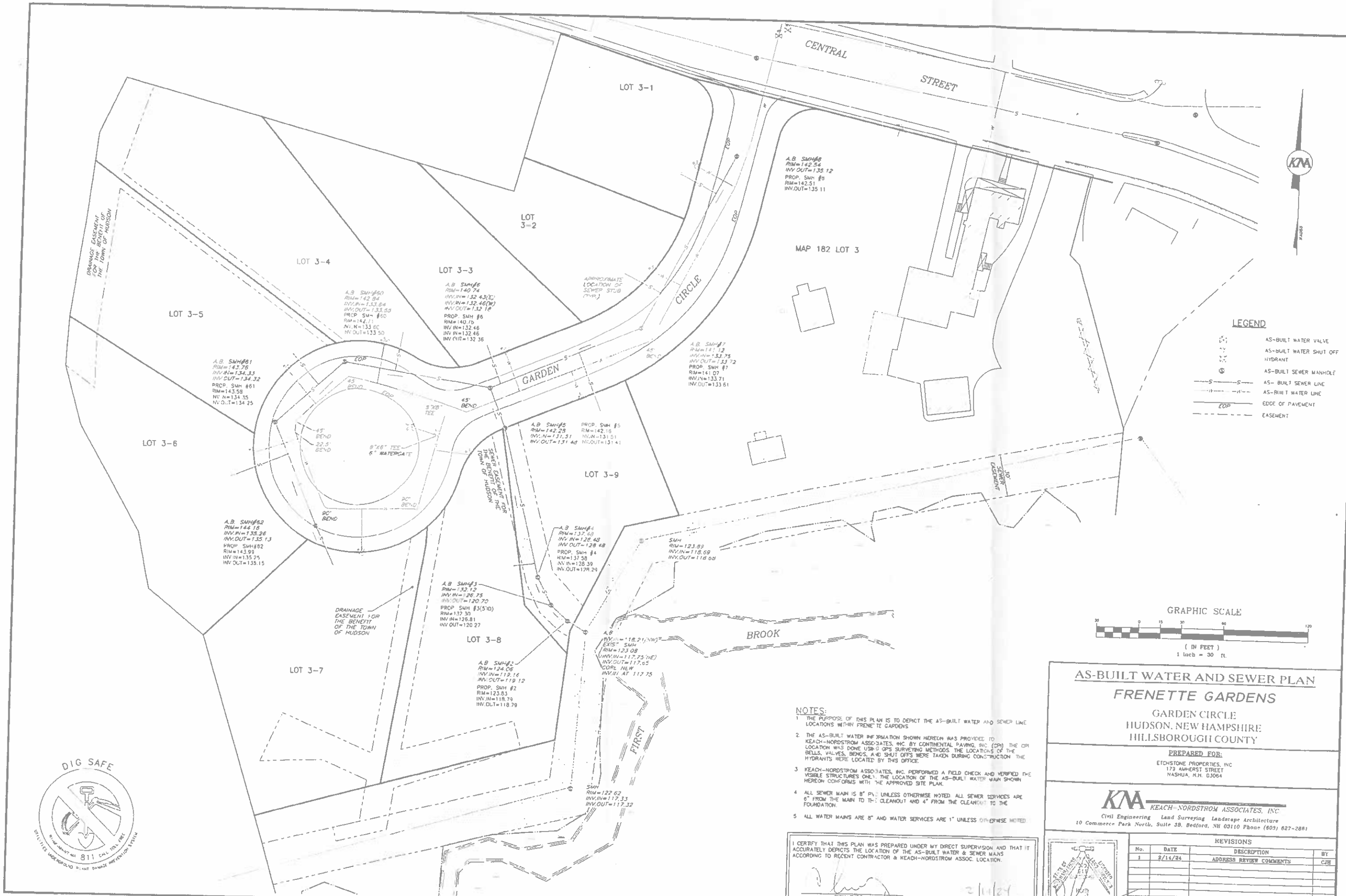
Approved at meeting of:  
2-20-24  
\_\_\_\_\_  
Date

8. Sewer Accepted by Sewer Utility and Town of Hudson

\_\_\_\_\_  
Board of Selectmen Chairman

Approved at meeting of:  
\_\_\_\_\_  
Date

cc: Owner      Sewer Foreman      Town Engineer      Building Inspector      Planning Board



- NOTES:**
1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE AS-BUILT WATER AND SEWER LINE LOCATIONS WITHIN FRENETTE GARDENS.
  2. THE AS-BUILT WATER INFORMATION SHOWN HEREON WAS PROVIDED TO KEACH-NORDSTROM ASSOCIATES, INC. BY CONTINENTAL PAVING, INC. (CPI). THE CPI LOCATION WAS DONE USING GPS SURVEYING METHODS. THE LOCATIONS OF THE BELLS, VALVES, BENDS, AND SHUT OFFS WERE TAKEN DURING CONSTRUCTION. THE HYDRANTS WERE LOCATED BY THIS OFFICE.
  3. KEACH-NORDSTROM ASSOCIATES, INC. PERFORMED A FIELD CHECK AND VERIFIED THE VISIBLE STRUCTURES ONLY. THE LOCATION OF THE AS-BUILT WATER MAIN SHOWN HEREON CONFORMS WITH THE APPROVED SITE PLAN.
  4. ALL SEWER MAIN IS 8" UNLESS OTHERWISE NOTED. ALL SEWER SERVICES ARE 6" FROM THE MAIN TO THE CLEANOUT AND 4" FROM THE CLEANOUT TO THE FOUNDATION.
  5. ALL WATER MAINS ARE 8" AND WATER SERVICES ARE 1" UNLESS OTHERWISE NOTED.

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT ACCURATELY DEPICTS THE LOCATION OF THE AS-BUILT WATER & SEWER MAINS ACCORDING TO RECENT CONTRACTOR & KEACH-NORDSTROM ASSOC. LOCATION.

*[Signature]*  
SIGNATURE

2/14/24  
DATE

**AS-BUILT WATER AND SEWER PLAN**  
**FRENETTE GARDENS**  
GARDEN CIRCLE  
HUDSON, NEW HAMPSHIRE  
HILLSBOROUGH COUNTY

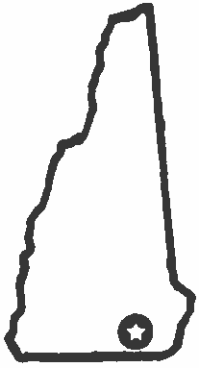
PREPARED FOR:  
EDCHSTONE PROPERTIES, INC.  
173 AMHERST STREET  
NASHUA, N.H. 03064

**KEACH-NORDSTROM ASSOCIATES, INC.**  
Civil Engineering Land Surveying Landscape Architecture  
10 Commerce Park North, Suite 3B, Bedford, NH 03110 Phone (603) 627-2881

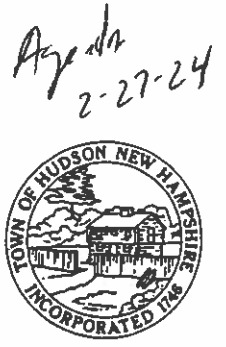
REVISIONS			
No.	DATE	DESCRIPTION	BY
1	2/14/24	ADDRESS REVIEW COMMENTS	CJB

DATE: JANUARY 11, 2024 SCALE: 1"=30'  
PROJECT NO: 21-0928-1 SHEET 1 OF 1





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



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

8D

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: February 20, 2024

Re: Proposed Policy Benson Park Golf Cart – 1<sup>st</sup> Reading

At their meeting on September 12, 2023, the Board of Selectmen held a public hearing and accepted a golf cart for use at Benson Park. The Board directed the Benson Park Committee to prepare a policy for the usage of the golf cart at the park. Attached is the policy that has been prepared for the Board of Selectmen's consideration. Attorney Lefevre was involved in the drafting of the policy and the release of liability form that goes with it. This is being placed on the Board's February 27, 2024 agenda for a 1<sup>st</sup> reading. If the Board finds the policy to be acceptable it should be placed on the Board's March 5, 2024 agenda for a 2<sup>nd</sup> reading and adoption.

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

Classification: Public

**Table of Contents**

**1.0 Purpose**

**2.0 Policy**

**3.0 Operating Standards**

**Addendum - Golf Cart Agreement and Release of Liability Form**

### **1.0 Purpose**

The purpose of this Policy is to establish standards for the use of the golf cart at Benson Park.

### **2.0 Policy**

The golf cart owned by the Town of Hudson may only be used for official Town business by members of the Benson Park Committee, employees of the Hudson Public Works Department, and designated members of the Friends of Benson Park. The golf cart may not be used for personal business or recreational purposes. The golf cart may only to be used within the property boundaries of Benson Park, its parking lots, and the dog park.

### **3.0 Operating Standards**

Operator:

- No one under the age of eighteen (18) is allowed to operate the golf cart.
- All operators must possess a valid driver's license.
- Operators shall not be under the influence of alcohol or drugs.
- Operators shall not wear headsets or earplugs.
- Distracted driving (use of cell phone, text messaging, etc.) is prohibited.
- All drivers, occupants, and passengers shall ride in the seats; riding in the bed, on the sides, rear, etc., is prohibited.
- Seat belts (if so equipped) must be worn.
- The operator shall be solely responsible for the security of the key and the golf cart.
- All occupants shall keep their extremities (hands, arms, legs, feet, etc.) within the confines of the golf cart during its operation.

Checklist:

- All operators must have reviewed the Operator's Manual and be familiar with the operation of the golf cart prior to use.
- Each user must sign the User Log before taking the key.
- Prior to operation, each user must perform a safety inspection, to include visual damage, tire condition and inflation, brakes, and fluid leaks.
- If the golf cart is damaged or in need of repair or maintenance, it should not be used; all safety or maintenance concerns must be reported to the Benson Park Committee immediately.
- Disconnect the charging unit from the golf cart prior to use.
- Connect the charging unit to the golf cart after each use.
- Return the key and sign out on the User Log after each use.
- Secure the storage building after each use.

Operating:

- Operators must comply with the "rules of the road."
- The golf cart should not be operated at speeds in excess of 10 mph.
- Operators must be mindful of terrain, weather conditions, and pedestrians at all times.
- The golf cart should be operated on paths and trails whenever possible.
- The golf cart should not be operated on slopes greater than 10 degrees.

## Classification: Public

- When operating in “blind spots” or areas with limited site distance, the golf cart should be brought to a complete stop before proceeding with caution.
- Yield to pedestrians at all times; the golf cart should not be operated in a manner that interferes with or impedes pedestrians.
- The operator should reduce speed and maintain a safe distance when pedestrians are present.
- Headlamps (if so equipped) shall be utilized when operating the golf cart; golf carts without headlamps may only be used during daylight hours.
- The number of occupants, capacity, or load limit shall not exceed the maximum capacity per the manufacturer.
- The golf cart shall not be operated with any public highway.
- The golf cart shall not be operated in any manner which endangers property or persons, including the operator, passengers, and pedestrians.
- The golf cart shall not be operated in an irresponsible, negligent, or reckless manner.

### Parking:

- When unattended, the golf cart shall be turned off, with the key removed from the ignition, which key shall be in the possession of the responsible operator.
- When the golf cart is not in use, the parking brake must be engaged.
- The golf cart shall not be parked in areas reserved for emergency services (fire lanes, etc.), vehicle parking spaces, handicap accessible areas, within twenty (20) feet of any building entrance, within the traveled portions of any walkway, stairway, path or trail, or in any manner that may interfere with or impede pedestrian traffic.

### Equipment:

- The golf cart must be maintained in good working condition.
- The golf cart will not be modified in any manner.
- Only an approved battery charger shall be used for charging the golf cart.

### Accidents:

- Any accident involving the golf cart shall be reported immediately to the Benson Park Committee and Board of Selectmen.
- Any accident involving property damage or personal injury shall also be reported immediately to the Hudson Police Department.

### Agreement:

- Responsible operators must review the Operator’s Manual and this Policy.
- Responsible operators must sign the Golf Cart Agreement and Release of Liability Form (Addendum)
- Use of the golf cart is a privilege; the privilege to use the golf cart may be revoked at any time.

**Addendum**

Town of Hudson  
Golf Cart Agreement and Release of Liability Form

In exchange for the privilege to operate the golf cart at Benson Park, I hereby agree to operate the golf cart in a safe manner, and adhere to all rules and policies of the Town of Hudson.

I am at least 18 years of age and attached hereto is a copy of my valid driver's license.

The golf cart must be operated in accordance with the Operator's Manual and the rules and policies of the Town of Hudson, which I have received, reviewed, and understand.

I am solely responsible for the golf cart and keys when it is in my possession and control.

Golf carts are a motorized vehicle and driving or riding in these vehicles can lead to serious injury, property damage and even death.

I acknowledge that I am liable for all medical and legal claims that may arise from my use of the golf cart. I voluntarily agree to accept the risks of using a golf cart and on behalf of myself, my personal representatives and my heirs hereby voluntarily release the Town of Hudson, and its directors, officers, employees, and agents from any and all claims, actions, causes of actions, suits, judgments and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of my use of the golf cart.

I agree to indemnify and hold harmless and defend the Town of Hudson and its directors, officers, employees, and agents from any and all claims, actions, causes of actions, suits, judgments and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of my use of the golf cart.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS ABOVE AND THE RULES AND POLICIES OF THE TOWN OF HUDSON.

Signature: \_\_\_\_\_

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

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

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

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

Issuing State: \_\_\_\_\_

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